

**DATA SHARING AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT, OREGON/WASHINGTON
AND
THE STATE OF OREGON, DEPARTMENT OF REVENUE
TIMBER TAX UNIT
CONCERNING**

COMPLIANCE OF TIMBER HAUL REPORTING

This Data Sharing Agreement (DSA) provides procedures and guidance for coordination and cooperation between the Bureau of Land Management (BLM) and the Oregon Department of Revenue (DOR) to exchange timber harvest volume records to verify compliance of timber volume reporting between the two agencies. The BLM and the DOR are hereinafter referred to collectively as “Parties.”

I. OBJECTIVES

The DOR requires all businesses and individuals to report all timber harvested on an annual basis. These tax harvest records are very beneficial to the BLM as verification of timber volume hauled and reported by BLM transportation systems users. Information supplied by the DOR will only be used by the BLM to administer the BLM road use and maintenance fee collection process.

II. AUTHORITY

Pursuant to 43 USC 1737 (Federal Land Policy Management Act Sec.307) authority of the BLM to engage in cooperative efforts involving management of the public lands; ORS 321.684(2) (b) authority of department to make certain disclosures; the Act of April 12, 1926 (44 Stat. Part 2, 242); the Export Administration Act of 1979 (50 U.S.C. Approx. 2401 et. Seq.); Federal Resources Conservation and Shortage Relief Act of 1990 (16 U.S.C. 620); and the Small Business Act of July 18, 1958 (72 Stat. 384). The Paperwork Reduction Act, 44 U.S.C. 3501 and OMB Circular A-130, Management of Federal Information Resources; Program specific authorities should also be cited.

- A. REFERENCES. BLM Manual Section 1278 – External Access to BLM Information and BLM Manual Section 1270-2 – Cost Recovery.

III. PROCEDURE

The DOR and the BLM will provide each other with the following:

- A. DEPARTMENT OF REVENUE. The DOR will provide timber volume information to the BLM for selected BLM road permittees for the purposes of volume verifications.
- B. BUREAU OF LAND MANAGEMENT. The BLM will provide the DOR with an annual report that lists the total volume of timber harvested from all BLM lands in Oregon. This information will be on a calendar year basis, by sale name, and will include the name of the timber purchaser.
- C. COST RECOVERY. Information may be shared at no cost to other agencies. Requests for data or products by private entities may be subject to cost recovery (i.e., data enhancement requests). Determination of the BLM cost recovery is through Federal regulations as found in the BLM cost recovery guidelines as set by Department of the Interior policy.

Should any joint endeavors arise that would involve reimbursement or advance of funds between the parties to this agreement, a separate agreement or contract will be prepared and handled according to prescribed financial and procurement procedures.

IV. ADMINISTRATION

- A. RECORDS MANAGEMENT: The BLM owns the rights to all data/records produced as part of this agreement. All records (in all media, paper and electronic) created or produced in part or in whole are to be maintained for the duration of the agreement, made available upon request, and upon termination of the agreement will be turned over to the other party.

The DOR shall not retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

- B. PUBLIC RECORDS: Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and state public records laws.

- C. **MODIFICATION:** Modifications within the scope of the agreement shall be made by mutual consent of the Parties, by the issuance of a written modification, signed, and dated by all Parties prior to any changes being performed.
- D. **NON-FUND OBLIGATING DOCUMENT:** This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the Parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.
- E. **TERMINATION:** Any of the Parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration.
- F. **TERM OF THE AGREEMENT:** The participants will review this DSA at least every two years to determine its adequacy, effectiveness, and continuing need.

V. LIST OF CONTACTS

BLM PROGRAM CONTACT	OREGON DEPARTMENT OF REVENUE PROGRAM CONTACT
Name: Jonathon Lebaron Chief, Branch of Engineering Address: Bureau of Land Management 1220 SW 3 rd Ave. Portland, Oregon 97204 Phone: (503) 808-6404 E-mail: jlebaron@blm.gov	Name: Jason Brockie Manager, Special Programs Address: Oregon Department of Revenue 955 Center St. Salem, OR 97301 Phone: (503) 507-0576 E-mail: jason.d.brockie@oregon.gov

VI. COMMENCEMENT/EXPIRATION DATE

This agreement is executed as of the date of last signature and is effective for five years as of the date of last signature at which time it will expire unless extended.

VII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the last date written below.



RON DUNTON
Acting State Director, Oregon/Washington
Bureau of Land Management

7-14-16
Date



TONI PAYSENO
Contracts and Procurement Manager
Oregon Department of Revenue

7/21/16
Date