



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES DEPARTMENT OF THE INTERIOR,  
UNITED STATES DEPARTMENT OF AGRICULTURE, AND  
UNITED STATES DEPARTMENT OF COMMERCE  
ON BLM FOREST MANAGEMENT IN WESTERN OREGON**

**I. Purpose**

The Department of the Interior, the Department of Agriculture, and the Department of Commerce (hereinafter together referred to as “the Federal Agencies”) enter into this Memorandum of Understanding (MOU) to formally recognize their role and interests in western Oregon forests and to establish a framework to carry out recommendations in the Western Oregon Task Force Final Report, dated July 22, 2010 (Report), including those that seek to increase collaboration, review science and data, improve consultation, and manage for sustainability. This MOU facilitates Federal cooperation and coordination on the management of forests managed by the Bureau of Land Management (BLM), assists the Federal Agencies in reaching a common understanding of the vision of Federal forests under the Northwest Forest Plan, and makes a commitment by the Federal Agencies to support one another within each Agency’s specific mission.

This MOU and the associated actions will help lay the foundation for the BLM’s future land-use planning efforts for the Oregon and California Lands Act of 1937 (O&C Act) lands and can inform U.S. Forest Service (FS) activities. Other bureaus within the Federal Agencies that play an important role in western Oregon forest management include the U.S. Fish and Wildlife Service (FWS) and the National Oceanic and Atmospheric Administration’s National Marine Fisheries Service (NMFS).

**II. Statutory Authorities**

Federal Land Policy and Management Act of 1976 (43 U.S.C. §1701 *et seq.*)  
Endangered Species Act of 1973 (16 U.S.C. § 1531 *et seq.*)  
National Forest Management Act of 1976 (16 U.S.C. § 1600 *et seq.*)

**III. Scope and Objectives**

The Federal Agencies agree that it is a regional priority to bring greater certainty and stability to the management of BLM forests in western Oregon by increasing efforts to collaborate with one another, with stakeholders, and with the public. The Federal Agencies recognize their respective roles in forest management and agree to lead by example in creating an atmosphere that is constructive, cooperative, and effective in achieving their respective agency missions.

The Federal Agencies recognize that the O&C Act lands are one important component of a larger forest ecosystem comprised of lands managed by the State, private entities, and other Federal agencies. The Federal Agencies agree that working together to chart a path forward will better serve the community and the taxpayers by avoiding divisive and protracted litigation.

To advance this effort, the Federal Agencies express their intent in this MOU to form an Interagency Executive Steering Committee (Section IV) to coordinate and cooperate at the regional and State levels to accomplish the specific actions identified below as well as review recommendations in the Report and participate where appropriate.

A. Collaborating with Stakeholders, Governmental Entities, and Tribes

- The Federal Agencies will initiate a collaborative process through a third-party facilitator to explore the principles and guidelines underpinning current conservation strategies for management under the Northwest Forest Plan for BLM and other western Oregon forests and to examine what approaches or strategies are working and what may need to change to help inform future BLM land use plans.
- The BLM will meet with the Coquille Tribe to discuss the management of shared forest landscapes.

B. Reviewing Scientific Research and Data

- The Department of the Interior will initiate, through a third-party entity, a collaborative review of existing scientific literature underlying planning for BLM-managed western Oregon forests, including that utilized in the Final Environmental Impact Statement for the Western Oregon Plan Revisions.
- The FWS will complete the focused revision of the northern spotted owl recovery plan through a FWS-led cooperative effort, including the BLM, FS, and other stakeholders.

C. Reviewing Endangered Species Act Section 7 Consultation Tools

- The Federal Agencies will convene an interagency attorney and technical expert group representing BLM, FWS, FS, and NMFS to consider updating procedures to meet statutory Section 7 requirements at the land use plan level, taking into consideration existing legal precedent.
- The Federal Agencies will evaluate how to more effectively implement existing Section 7 streamlining procedures and make necessary improvements for project level consultations in western Oregon forests managed by the BLM or FS.

D. Managing for Sustainability

- The BLM and the FS will coordinate and announce an annual program of work and share a prospective three-year planned program of work based on projected funding levels, which will be updated annually.
- The Federal Agencies will seek to expand the use of local collaboratives to support other measures that may achieve the purposes of this MOU.

#### **IV. Implementation and Review of Activities**

The action timelines for carrying out this MOU are described below.

- A. The Federal Agencies agree that the Secretary of the Interior or his designee will convene and chair meetings of the Federal Agencies, as needed, to review progress toward the implementation of this MOU.
- B. The Federal Agencies agree that, with the signing of this MOU, an Interagency Executive Steering Committee, comprised of the Director of the BLM, Director of the FWS, Chief of the FS, and Assistant Administrator of NMFS, or their designees, is created. The Interagency Executive Steering Committee will provide executive oversight of the objectives outlined in this MOU using the Regional Interagency Executive Committee or other existing intergovernmental entities, where appropriate, to carry out specific actions described in the MOU as well as implement recommendations of the Report. The Federal Agencies agree to develop and sign a charter for the Interagency Executive Steering Committee within ninety (90) days of the signing of this MOU.
- C. The Federal Agencies agree that this MOU is the first step in addressing the recommendations of the Report. The Interagency Executive Steering Committee or appropriate members of the Regional Interagency Executive Committee will meet to discuss recommendations in the Report that are not specifically addressed in this MOU within sixty (60) days of the signing of this MOU. The Interagency Executive Steering Committee and the Regional Interagency Executive Committee may enter into further agreements deemed necessary and appropriate to carry out specific actions.
- D. The BLM will enter into a contract or agreement with a third-party facilitator to initiate the collaborative process (III A) within ninety (90) days of the signing of this MOU.
- E. The BLM will meet with the Coquille Tribe (III A) within thirty (30) days of the signing of this MOU.
- F. The BLM will enter into a contract or agreement with a third-party entity to begin the science review (III B) within ninety (90) days of the signing of this MOU.
- G. The FWS will complete the focused revision of the northern spotted owl recovery plan (III B) by December 31, 2010.
- H. The Federal Agencies will convene an interagency attorney and technical expert group to consider updating procedures (III C) to meet Section 7 requirements at the land use plan level within ninety (90) days of the signing of this MOU.
- I. The Federal Agencies will begin to evaluate how to more effectively implement existing Section 7 streamlining procedures and make necessary improvements for

project level consultations in western Oregon forests managed by the BLM and FS within sixty (60) (III C) days of the signing of this MOU.

J. The BLM and FS will coordinate and announce a program of work annually. (III D)

K. The Federal Agencies will seek to expand the use of local collaboratives (III D) within thirty (30) days of the signing of this MOU.

**V. Funding**

The activities agreed upon will be subject to funds and staff available. Each Federal Agency will cover its own costs except in cases where special funding is available for cooperative activities. In such cases, the terms of funding will be decided by the Federal Agencies before the commencement of the activity.

**VI. Administration**

The Federal Agencies agree that

A. This MOU neither expands nor limits those powers and authorities vested in the Parties by applicable law or regulations, including preliminary and final action on leases, permits, licenses, or any other matter requiring official decision.

B. This MOU is to be construed in a manner consistent with all applicable existing and future laws and regulations.

C. Any information furnished to the U.S. Government under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).

D. Pursuant to 41 U.S.C. 22, no member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument or benefits that may arise therefrom, either directly or indirectly.

E. Modifications to this MOU shall be made by mutual consent of the Federal Agencies, by the issuance of a written modification, signed and dated by all the Federal Agencies, prior to any changes being performed.

F. This MOU in no way restricts the Federal Agencies from participating with other public or private agencies, organizations, and individuals.

G. Any of the Federal Agencies may terminate the MOU, in whole or in part, by a 30-day written notice at any time before the date of expiration. By agreement of the Federal Agencies, this MOU may be extended.

H. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU 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 MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

- I. This MOU is not intended to create, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity by or against any person, party, the United States, its agencies or officers, or any participant.

#### **VII. Contacts**

All notices, communications and coordination shall involve, at a minimum, the following individuals or their successors and/or designees as follows:

- A. For the United States Department of the Interior: Ken Salazar, Secretary
- B. For the United States Department of Agriculture: Tom Vilsack, Secretary
- C. For the United States Department of Commerce: Gary Locke, Secretary

#### **VIII. Effective Date**

This MOU is executed as of the date of the last signature, and it will terminate five years from that date unless extended or terminated at an earlier date as provided in section VI above.

#### **DEPARTMENT OF THE INTERIOR**



**Ken Salazar**  
Secretary of the Interior

**SEP 29 2010**

Date: \_\_\_\_\_

#### **DEPARTMENT OF AGRICULTURE**



**Tom Vilsack**  
Secretary of Agriculture

Date: 9/29/10

#### **DEPARTMENT OF COMMERCE**



**Gary Locke**  
Secretary of Commerce

Date: Sept. 24, 2010