

MEMORANDUM OF AGREEMENT

Between:

United States Department of the Interior,
Bureau of Land Management,
New Mexico State Office,
Oklahoma Field Office, and the
Oklahoma Oil and Gas Association

Regarding

Voluntary Contribution or Donation of Money for
Bureau of Land Management of Public Lands

1. Purpose: This Memorandum of Agreement (Agreement) is made as of November 1, 2017 (the “Effective Date”) and outlines an agreement between the United States, Department of the Interior, Bureau of Land Management (BLM), New Mexico State Office, Norman, OK Field Office, concerning the Oklahoma Oil and Gas Association’s (OKOGA) voluntary contribution or donation of money for BLM management of public lands.
2. Authority: Section 307(c) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1737(c)).
3. Responsibilities:
 - a. OKOGA shall:
 - i. Voluntarily donate or contribute \$130,000 annually, in quarterly increments (the “Donations”), to the Norman Field Office beginning on the Effective Date.
 - ii. At a later date, additional voluntary donations may be made to support the Norman Field Office as designated by OKOGA.
 - iii. Submit a completed DI 3680 form for each Donation.
 - b. Norman Field Office shall:
 - i. Accept the Donations from OKOGA and use them solely to enhance the BLM’s resources that are necessary to complete aspects of oil and gas permitting such as timely processing of Applications for Permit to Drill (APDs), Sundry Notices, archaeological analysis, and work required by the National Environmental Policy Act (NEPA) for analysis associated with APDs or associated realty actions on Federal or Tribal lands.

- ii. Develop process to improve archeological reviews for oil and gas projects.
 - iii. Monitor the expenditure of funds to ensure that the dollar commitment by OKOGA is not exceeded.
 - iv. Ensure and acknowledge that any Donation meets the donation acceptance criteria in 374 OM 6, paragraph 6.6.
- c. Administration; Other Terms and Conditions:
- i. The principal contacts for this Agreement are:
 - 1. BLM: Sheila Mallory, Deputy State Director of Minerals, 505-954-2134
 - 2. OKOGA: Chad Warmington, President, 405-843-5741
 - ii. For the purposes of transparency, this MOA will be posted to the BLM website.
 - iii. Any records or documents generated as a result of this Agreement shall become part of the official BLM record maintained in accordance with applicable BLM Records Management Policies. Any requests for release of records associated with the implementation of this Agreement to persons other than the parties must be determined based on applicable laws, including the Freedom of Information Act and the Privacy Act. The BLM cannot agree to maintain confidential information received from OKOGA except to the extent that it is permitted under the Freedom of Information Act and the Privacy Act.
 - iv. OKOGA agrees that all record requests related to program filings will be made through official means. The BLM will not release records to OKOGA based on this Agreement. Any requests for release of records associated with the work duties of the BLM employees must be determined based on applicable laws, including the Freedom of Information Act and the Privacy Act.
 - v. Other than BLM's covenant to use the funds for the intended purpose specified in Section 3(b)(i) above, this Agreement does not entitle any person to selection or priority of service. OKOGA understands and agrees that the BLM is responsible for all workload assignments, prioritization and resource decisions. BLM is solely responsible for any and all employment decisions as well as decisions or dispositions with respect to APDs, Sundries, and other actions that are the subject of this MOA.
 - vi. BLM and OKOGA will meet at least quarterly to discuss successes and challenges to implementation of the MOA as well as workload, backlogs, results, and spending of Donations; the size of Donations will be evaluated on an annual basis based upon program effectiveness.
 - vii. BLM or OKOGA may propose changes to this Agreement at any time. Such changes will be in the form of an amendment which will become effective only upon signature by both parties; such an amendment will be mandatory prior to use of any Donations to fund a position other than an archeologist or as described in Section 3 (b) (i) of this MOA.

- viii. Nothing contained in this Agreement is intended to create any right or benefit, substantive or procedural, by any third party against the United States, its agencies, its officers, or any person.
- ix. Nothing in this Agreement obligates the United States to any current or future expenditure of resources in advance of the availability of appropriation from Congress.
- x. Either party may terminate this Agreement by providing the other ninety (90) days written notice prior to the expiration of the initial term or the term of any subsequent renewal of the Agreement, at the following addresses:
 - 1. OKOGA, Attn: Chad Warmington, President, 5801 Broadway Extension Hwy #304, Oklahoma City, OK 73118
 - 2. BLM, Attn: Sheila Mallory, Deputy State Director of Minerals, 301 Dinosaur Trail, Santa Fe, NM 87508
- xi. If this Agreement is terminated prior to the expiration of its term, donated funds will remain with BLM, but used in accord with Section 3(b)(i) above.
- xii. This Agreement shall commence as of the Effective Date and shall continue for a term of one (1) year. Thereafter, the Agreement shall continue in successive one year terms unless terminated according to the terms of this Agreement.

APPROVED:

/Lance Porter/ 17 October 2017

FOR: Aden Seidlitz Date
Acting State Director
Department of the Interior
Bureau of Land Management
301 Dinosaur Trail
Santa Fe, NM 87508

/Chad Warmington/

Chad Warmington, Date
President
Oklahoma Oil and Gas Association (OKOGA)
5801 Broadway Extension Hwy #304
Oklahoma City, OK 73118