

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**COQUILLE INDIAN TRIBE**  
**and the**  
**BUREAU OF LAND MANAGEMENT**

**I. Purpose**

The Coquille Indian Tribe (CIT) and the Bureau of Land Management (BLM), (hereinafter referred to as “the Parties”) enter into this Memorandum of Understanding (MOU) to formally acknowledge the cooperative relationship in managing western Oregon forests and to establish a framework for working collaboratively in the development of a plan amendment of the Coos Bay District Resource Management Plan (CBD RMP).

This MOU and the associated actions will help lay the foundation for land-use planning efforts for BLM lands within the Coos Bay District.

**II. Background**

The Coquille Indian Tribe (CIT) is a federally recognized Indian Tribe headquartered in North Bend, Oregon. After being terminated in 1954, Congress restored the CIT’s Federal recognition in 1989 and granted it a five-county service area, including Coos, Curry, Douglas, Jackson, and Lane counties.

In 1996, Congress adopted the Coquille Forest Act (P.L. 104-208, Division B, Title V) providing for the transfer of over 5,400 acres of Bureau of Land Management (BLM) lands to the CIT to be held in trust by the Secretary of the Interior for the benefit of the CIT. The Coquille Forest Act further provided that the Secretary of the Interior, acting through the Assistant Secretary of Indian Affairs, shall manage the Coquille Forest “subject to the standards and guidelines of Federal forest plans on adjacent or nearby Federal lands, now and in the future.” 25 U.S.C. §715c(d)(5)

Today the Coquille Forest is managed subject to the Northwest Forest Plan-based 1995 Coos Bay District Record of Decision/Resource Management Plan. In 2006 through 2008, Tribal representatives participated on the Western Oregon Plan Revision (WOPR) Steering Committee. On January 8, 2009, the Department of the Interior published a notice in the *Federal Register* that adopted the Records of Decision of the Resource Management Plans of the Western Oregon BLM. In July of 2009, Secretary Salazar administratively withdrew the Records of Decision and 2008 Western Oregon BLM Resource Management Plans (WOPR RODs/RMPs). On March 31, 2011, in *Douglas Timber Operators et al. v. Salazar*, the United States District Court for the District of Columbia vacated and remanded the administrative withdrawal decision, thereby reinstating the WOPR RODs/RMPs. On May 16, 2012, in *Pacific Rivers Council v. Shepard*, the United State District Court of Oregon, vacated the WOPR RODs/RMPs and returned BLM to management under its 1995 RODs/RMPs.

On July 22, 2010, the BLM published the results of a task force review of the WOPR process. That review concluded that “[t]o satisfy obligations under the Coquille Restoration Act, the Task Force recommends that priority be given to the initiation of a planning process for the Coquille Forest and the proposed Tribal Cooperative Management Area. We recommend that the planning effort would result in an amendment to the 1995 Coos Bay RMP.”

On August 9, 2011, the Forest Stewardship Council certified the Coquille Forest. This certification demonstrates the CIT’s commitment to forest management that is adaptive and sustainable in the long term on environmental, social, and economic levels.

The Coquille Forest is nearly entirely surrounded by BLM-managed forestlands. The Parties wish to fulfill the recommendations of the WOPR Review Task Force relating to the Coquille Forest and surrounding BLM lands. The Parties do not wish to provide a comprehensive definition of those lands that are nearby or adjacent to the Coquille Forest.

### **III. Guiding Authorities**

- O&C Lands Act of 1937, (P.L. 75-405)
- 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.*)
- Indian Self Determination and Education Assistance Act of 1975 (25 U.S.C. § 450 *et seq.*)
- Tribal Self Governance Act of 1994 (P.L. 103-413)
- Coquille Restoration Act (25 U.S.C. § 715 *et seq.*)
- Coquille Forest Act (P.L. 104-208, Division B, Title V)
- Coquille Indian Tribal Constitution
- Coquille Indian Tribal Code Chapter 190
- November 6, 2000, Executive Order 13175, “Consultation and Coordination with Indian Tribal Governments”.
- November 5, 2009, Presidential Memorandum for the Heads of Executive Departments and Agencies Regarding Tribal Consultation.

### **IV. Scope and Objectives**

The Parties agree that it is a priority to bring greater certainty and stability to the management of BLM and CIT forests in western Oregon by increasing efforts to collaborate with each other. The Parties 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 goals.

To advance this effort, the Parties express their intent in this MOU to coordinate and cooperate to accomplish the specific actions identified below.

A. The CIT will serve as a member of the Western Oregon Steering Committee on matters which may have management implications for the Coquille Forest.

B. The BLM will work with the CIT in the development of a cooperative management area (CMA) proposal(s) for cooperatively managing BLM forested landscapes in proximity to the Coquille Forest.

C. The BLM will treat subject matter falling under the scope of this MOU as Federal agency actions that have Tribal implications for the CIT for the purposes of adhering to the Presidential Memorandum to the Heads of Executive Departments and Agencies dated November 5, 2009, and Presidential Executive Order 13175.

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

The actions for carrying out this MOU are described below.

A. The Parties agree that the BLM Oregon/Washington (OR/WA) State Director or his/her designee will convene and chair meetings of the Parties, as needed, to review progress toward the implementation of this MOU.

B. The CIT and BLM will mutually develop CMA proposals to include in each action alternative of the CBD RMP revision.

C. The CIT and BLM will cooperate to advance final review and approval of the CBD RMP amendment, subject to applicable law.

## **V. Funding**

The activities agreed upon will be subject to funds and staff available. Each Party will cover its own costs to comply with this MOU.

## **VI. Administration**

The Parties agree that:

A. this MOU is not legally binding and neither expands nor limits the powers, duties, and authorities of either Party under applicable law.

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

C. any information furnished to the U.S. Government under this MOU is subject to the Freedom of Information Act and its exemptions, as applicable (5 U.S.C. 552). All records (in all media, paper and electronic) under the control of the BLM are to be retained for the duration of the agreement and maintained in accordance with Department of the Interior records management policy. The CIT shall not disseminate any data obtained under this agreement that contains information covered by the Privacy Act of 1974.

D. 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, pursuant to 41 U.S.C. 22.

E. revisions or amendments of this MOU shall be made by mutual consent of the parties through issuance of a written modification or revision, signed and dated by all parties, prior to any changes being implemented.

F. either Party may terminate the MOU in whole, or in part, by a 120-day written notice to the other Party's contact as designated under this MOU.

G. 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.

H. 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.

I. this MOU is not intended to diminish or affect the Federal Trust responsibility owed to the CIT.

## **VII. Contacts**

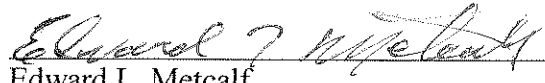
All notices, communications, and coordination shall involve, at a minimum, the following individuals or their successors and/or designees:

- A. For the CIT: Tribal LRES Director (Currently Tim Vredenburg)  
3050 Tremont Street  
North Bend, Oregon 97459
- B. For the BLM: BLM Coos Bay District Manager (Currently Mark Johnson)  
1300 Airport Lane  
North Bend, Oregon 97459


Either Party may designate an alternative contact by official, written notice to the other Party.

**VIII. Effective Date**

This MOU is executed as of the date of the last signature below and will continue in effect until terminated by either Party.

  
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Edward L. Metcalf  
Chairperson  
Coquille Indian Tribe

6/6/2012  
Date

  
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Edward W. Shepard  
State Director, Oregon/Washington  
Bureau of Land Management

5/25/2012  
Date