

**COOPERATIVE MANAGEMENT AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
PRINEVILLE DISTRICT OFFICE
AND THE
OREGON PARKS AND RECREATION DEPARTMENT**

I. Introduction

This Cooperative Management Agreement (CMA) is hereby entered into by the United States Department of the Interior (DOI), Bureau of Land Management (BLM), Prineville District Office, hereinafter referred to as the "BLM," and the Oregon Parks and Recreation Department, hereinafter referred to as "OPRD." Jointly, the BLM and OPRD are hereinafter referred to as the "Parties."

II. Background

This CMA will offer guidance for management of lands cooperatively managed by the Parties in and around Cottonwood Canyon State Park and other OPRD/BLM properties located between Clarno and Hay Creek on the John Day River. This CMA will be used to facilitate management strategies that protect and enhance the John Day Wild and Scenic River and the resources of the John Day River Watershed.

III. Purposes

This CMA is to:

- A. provide the foundation for a cooperative working relationship between the OPRD and the BLM.
- B. provide a seamless recreation opportunity and resource protection on lands in and around Cottonwood Canyon State Park (including properties owned by both parties on both the riverfront and uplands between approximately River Mile 29 and River Mile 48).
- C. demonstrate best practices in land management through a variety of strategies.
- D. leverage public and private resources to maximize resource protection throughout the John Day Basin.
- E. improve education and understanding of the landscape in North Central Oregon.

F. provide opportunities for recognition of traditional uses (regional lifeways) and cultural and ecological corridors of the regional landscape.

G. cooperate in areas of management which may include:

- Wild and Scenic River Management
- Cultural Resource Management and Protection
- Tribal Consultation
- Weed Control
- Fire Protection
- Watershed Restoration
- Recreation Management
- Grazing Management (as defined mutually, vetted through public process, and compliant with Federal regulations and public law)
- Communications
- Initiating and Maintaining Local Government Relationships
- Initiating and Maintaining Partnerships
- Administering Zones of Management and Ownership Boundaries

H. cooperatively identify, for the above areas of management:

- areas of mutual interest and concern
- agency or organizational expertise
- agreed upon best practices
- resources for leveraging funding and support
- communication strategies between parties and relevant stakeholders

IV. Authorities

Nothing in this CMA alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

A. The authorities of the BLM to enter into this CMA include but are not limited to:

1. Federal Land Policy and Management Act of 1976, 43 U.S.C. 1701 et seq.

a. For lands outside the John Day Wild and Scenic River corridor, Section 302 of the Federal Land Policy and Management Act (FLPMA), 43 U.S.C. 1732, requires the Secretary of the Interior to manage public lands under the principles of multiple use and sustained yield. Multiple use includes managing for, among other things, recreation, watershed, wildlife and fish, natural scenic values, and range.

b. Section 307 of FLPMA, 43 U.S.C. 1737, authorizes the Secretary of the Interior to cooperate with others in conducting studies; accept contributions, donations, and volunteer services; and enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands.

2. The Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287 – 16 U.S.C. § 1282(b)(1) authorizes the Secretary of the Interior to assist, advise, and cooperate with States or their political subdivisions, landowners, private organizations, or individuals to plan, protect, and manage river resources.

3. Watershed Restoration and Enhancement (16 U.S.C. § 1011(a)) – The Wyden Amendment authorizes the BLM to use appropriated funds to enter into and implement cooperative agreements with public and private entities to restore and enhance watersheds, including those outside public lands if appropriate criteria are met. (16 U.S.C. § 1011(a), as modified by the Omnibus Consolidated and Emergency Supplemental Appropriations Act of 1999, Pub. L. 105-277, Div. A, Title I, § 136, 112 Stat. 2681-266 (Oct. 7, 1998))

4. Fire Protection (42 U.S.C. § 1856) – Section 2 of the Reciprocal Fire Protection Agreements Act authorizes the head of any agency, which provides fire protection to property of the United States, to sign cooperative agreements with nearby fire protection agencies for mutual aid and support.

5. Range Improvements (43 U.S.C. § 315c) – Section 4 of the Taylor Grazing Act authorizes the Secretary of the Interior to enter into cooperative agreements or grant permits for the construction of fences, wells, reservoirs, or other improvements necessary to the care and management of livestock that are permitted to graze on public lands managed by the BLM.

6. Challenge Cost-share Authority (31 U.S.C. § 6305 note) – Under this authority, the BLM implements a challenge cost-share program that enables the BLM to provide payments to public and private agencies, organizations, institutions, and individuals who provide cash, materials, or in-kind work in furtherance of a public purpose. Activities of partners under this program typically include resource monitoring, habitat improvement, and enhancement of recreational experiences.

B. The authorities of the OPRD (Department) to enter into this CMA include, but are not limited to:

1. 736-010-0020 (2) General Regulations – The director, by written agreement, may cooperatively exercise jurisdiction and authority over a park area with a county, city, or political subdivision thereof for the purposes of enforcing park rules and applicable state, county, or city laws.

2. 736-070-0070 Coordination with Affected State and Federal Agencies and Special Districts – The Department shall coordinate with state and Federal agencies and special districts on the Department's projects or actions affecting land use as listed in OAR 736-070-0030 and in Section IV of the Department's State Agency Coordination Program and when determined to be necessary. Additionally, the Department will coordinate with state agencies, Federal agencies, and others on land use issues of concern to the Department. Generally, this type of coordination is to provide to state agencies, Federal agencies, and others the

Department's perspective on the compatibility of programs or actions that others have proposed with the policies and programs of the Department. Department contacts for interagency coordination will be determined by the type of program or action and may include the involvement of the Assistant Administrator of Programs and Planning, the Outdoor Recreation Planner, a representative from the affected Department program, and the regional supervisor or coordinator.

V. Roles and Responsibilities

A. BLM responsibilities:

1. BLM resource professionals will provide guidance and support in the form of policy interpretation to OPRD, as appropriate, in furtherance of the BLM's mission to manage the public lands.
2. Provide monitoring and, through separate agreements, administrative support to OPRD, as appropriate, in furtherance of its mission of managing the public lands.
3. Support the development of and implement specific plans of action for cooperative management of activities on public land that can benefit the natural resources and/or the visitor experience.

B. OPRD responsibilities:

1. Provide a program of work that addresses mutual, best management practices for management actions that may have regulatory implications, specifically in the areas of Federal Wild and Scenic Rivers, Endangered Species Act, cultural resource protection, and various Federal and State laws protecting cultural resources. The OPRD will report annually to the John Day River Core Team on the progress and status of Best Management Practice (BMP) actions.
2. Support the mutual management objectives on the ground with the appropriate measures of planning, field work, and administrative oversight required.

C. The Parties' cooperative responsibilities:

1. Development and review of a mutually beneficial program of work that incorporates the conditions and requirements of implementing this CMA.
2. Provide outreach to partners, non-governmental organizations, the public, and stakeholder groups as required.
3. Conduct bi-annual strategy meetings to assess current status, project future needs, and assign appropriate action.

4. Initiate joint planning studies and demonstration projects, as appropriate. However, no party will take an action associated with this CMA that would commit another party to action without prior written consent.

VI. Reporting and Communication

- A. Accomplishments will be reported to the John Day River Core Team.
- B. An annual program of work will be developed mutually between the coordinating parties and presented as an informational briefing to the John Day River Core Team.
- C. This cooperative management effort will be adapted mutually if changes occur in administration, budget, legislation, or ground effects that warrant adaptation.
- D. Effective communication will be ensured through mutual participation on the John Day River Core Team.

VII. Representatives

The Parties shall designate liaisons and/or points of contact at the local level, as appropriate, through individual BLM District and/or Field Managers and the applicable Cooperative Partner.

VIII. Funding

- A. This CMA does not obligate any funds from any Party.
- B. Subject to the availability of funds, each Party agrees to fund its own expenses associated with the implementation of this CMA.
- C. Nothing contained herein shall be construed as obligating any Federal Party to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

IX. Implementation, Amendment, and Termination

- A. This CMA is effective upon signature by the final approving official indicated below.
- B. This CMA will expire on 12/31/2020, unless terminated, extended, or renewed in writing. The terms or conditions of such extension or renewal will be in writing and require the signature of the BLM State Director and OPRD Director.

C. This CMA may be amended through written agreement of all signatories. Copies of the amendment must be provided to the Parties of this agreement and to the BLM Oregon State Office, Central Files, for inclusion in the official file.

D. This CMA may be terminated prior to the expiration date by providing 30 calendar days written notice of termination to the other Party.

E. During the performance of this CMA, the participants agree to abide by the terms of Executive Order 11246 of September 24, 1965, (as amended) on non-discrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin, or disability.

F. No member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.

G. Nothing in this agreement may be interpreted as an official endorsement of any OPRD policy, process, or publication by the United States or the BLM. The OPRD will not take any action or make any statement, issue press releases, and/or publish advertisements which suggest or imply such an endorsement.

H. Issuance of any statements, press releases, advertisements, public service announcements, and similar communications regarding this CMA and activities hereunder will be done jointly between the BLM and OPRD and be approved by both Parties prior to release. Such coordination is to ensure compliance with the provisions of Executive Order 12731 and applicable regulations regarding endorsement, including 5 C.F.R. 2635.702.

X. Records

A. Any records or documents generated as a result of this CMA shall become part of the official record maintained and controlled by the Party that originated creation of the document or that has ownership of the information.

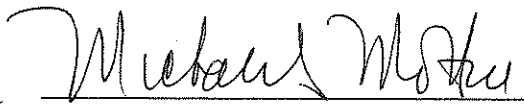
B. Neither Party shall retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

C. Any requests for release of records (including document in the custody of the BLM) associated with the implementation of this CMA to anyone other than the Parties to this CMA must be determined based on applicable laws, the Freedom of Information Act, and the Privacy Act.

XI. Signatures

All signatories have delegated authority to enter into this CMA. The Parties hereto have executed this CMA on the dates shown below.


Bureau of Land Management:



for Edward W. Shepard
State Director, Oregon/Washington

2/8/12
Date

Oregon Parks and Recreation Department:



Tim Wood
Director

November 18, 2011
Date