

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OREGON STATE OFFICE; SALEM, EUGENE, ROSEBURG, COOS BAY, AND
MEDFORD DISTRICTS; AND KLAMATH FALLS RESOURCE AREA OF THE
LAKEVIEW DISTRICT OF THE BUREAU OF LAND MANAGEMENT
AND
DOUGLAS COUNTY, AS A COOPERATING AGENCY
FOR
REVISION OF THE RESOURCE MANAGEMENT PLANS AND PREPARATION OF
ENVIRONMENTAL IMPACT STATEMENT FOR THE WESTERN OREGON
BUREAU OF LAND MANAGEMENT DISTRICTS AND RESOURCE AREA**

I. Introduction

This Memorandum of Understanding (MOU) establishes a Cooperating Agency relationship between Douglas County (the County or Cooperator) and the Department of the Interior, Bureau of Land Management (BLM); the BLM's Oregon State Office; the BLM's field offices for the Salem, Eugene, Roseburg, Coos Bay, and Medford Districts; and the Klamath Falls Resource Area of the Lakeview District for the purpose of preparing the Resource Management Plan (RMP) and Environmental Impact Statement (EIS) for BLM-managed lands within the aforementioned Districts and Resource Area. The BLM is the lead Federal agency for development of the RMP/EIS. The BLM acknowledges that the Cooperator has special expertise applicable to the RMP/EIS effort as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by Douglas County as a Cooperator and the BLM (the Parties).

The Cooperating Agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

Pursuant to this MOU, Douglas County will participate as a Cooperating Agency in the revision of the RMPs and preparation of an EIS for the Western Oregon Districts.

II. Purposes

The purposes of this MOU are:

- A. To designate Douglas County as a Cooperating Agency in the RMP/EIS process.

B. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMP/EIS in a timely, efficient, and thorough manner.

C. To recognize that the BLM is the lead agency with responsibility for the completion of the RMP/EIS and the Record of Decision (ROD).

D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

III. BLM Authorities for the MOU

A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:

1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.)
2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.)
3. The Oregon & California Lands Act of 1937 (43 U.S.C. 1181(a) et seq.)

B. Regulations implementing the above authorities:

1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
2. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)

IV. Roles and Responsibilities

A. BLM Responsibilities:

1. As the lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft RMP/Draft EIS, the Proposed RMP/Final EIS, and the ROD. The BLM's responsibilities include determining the purpose of and need for the RMP, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.

2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the RMP/EIS planning process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess special expertise.

3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperator with copies of documents underlying the RMP/EIS relevant to the Cooperator's

responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final RMPs/EISs.

B. Cooperating Agency Responsibilities:

1. Douglas County is a Cooperating Agency in this planning process and is recognized to have special expertise in the following areas: local land use, law enforcement, search and rescue, fire suppression, control and management, social and economic conditions, timber management, road and transportation management, recreation and tourism, county government services, and funding needs and sources. The BLM recognizes that Douglas County has knowledge and expertise relative to social and economic aspects of the county and its subdivisions in providing long-term direction for community growth and development and in county planning, resources, economic growth and development, transportation, and other county matters, all of which may be affected in the RMP/EIS. Additionally, the BLM and Douglas County both have obligations to the public in maintaining the quality of the human environment, regional economy, sustainability of local communities, public health, and regional resource base.

2. The Cooperator may provide information, comments, and technical expertise to the BLM regarding those elements of the RMP/EIS, and the data and analyses supporting them, in which it has special expertise for which the BLM requests its assistance.

3. Within the areas of its jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include, but are not limited to:

a. providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve planning issues, providing input to the draft Analysis of the Management Situation, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the RMP/EIS and supporting documents.

b. drafting and refining the statement of purpose and need, scoping, identifying issues, formulation of alternatives, drafting the analysis of the management situation, development of the planning criteria, drafting of the description of the affected environment, preparation of an analysis of impacts, development and selection of a preferred alternative, assisting in preparation of all documents including the preliminary draft and final RMP/EIS, development and selection of the proposed alternative, assisting with development and drafting of the record of decision, and assisting with development of plan implementation and monitoring. Nothing in this agreement precludes the County from participating in all phases of the planning process generally available to the public.

4. The Cooperator will use its own funds for activities in furtherance of this MOU, unless funding is otherwise provided for in separate agreements with the BLM. In no event is the Cooperator obligated under this MOU to incur any expense, except as it may choose to do so in furtherance of its participation hereunder.

C. Responsibilities of the Parties:

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the RMP/EIS, the Parties agree to utilize the facilitation and conciliation procedures described below. In all instances involving questions regarding content or relevance of environmental data and analyses, evaluation, and wording in preparing the RMP/EIS and ROD, the BLM shall make the final determination on the inclusion, deletion, or modification of such items in the document (see Section V.G.).

2. The Parties agree to comply with the planning schedule provided at Attachment B, which includes dates for RMP/EIS milestones and time frames for the Cooperator's reviews and submissions.

3. Each Party agrees to fund its own expenses associated with the RMP/EIS process, except that the BLM may contract with a Cooperator for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.4.

4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

V. Other Provisions

A. **Authorities Not Altered.** Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

B. **Financial Obligations.** Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available. 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 documents 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.

C. **Immunity and Defenses Retained.** Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

D. Conflict of Interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors having a financial interest in the outcome of the RMP/EIS. Questions regarding potential conflicts of interest should be referred to BLM headquarters in Washington, DC, or field ethics counselors for resolution.

E. Documenting Disagreement or Inconsistency. Where the BLM and the Cooperator disagree on substantive elements of the RMP/EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's views in the Draft RMP/Draft EIS and the Proposed RMP/Final EIS.

F. Management of Information. The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other Federal statutes. The BLM acknowledges that the Cooperator's handling of these materials may be impacted by the Oregon Public Records Act. The Parties agree that the BLM retains the discretion to withhold under FOIA, and at its discretion may withhold from the Cooperator, those documents that would otherwise be available for public release under the Oregon Public Records Act.

G. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that the BLM retains final responsibility for the decisions identified in the RMP/EIS and ROD.

1. Facilitation. If the Parties deem it necessary, they agree to retain an independent facilitator to foster clear and efficient communication.

2. Joint Fact-finding. Where the Parties disagree on matters of scientific information, data collection, or analysis, they will use their best, good-faith efforts to agree on mediation procedures to be employed to prepare a neutral assessment of the contested scientific issues.

3. Should the BLM or the County prove unable to resolve disputes concerning the RMP/EIS or the ROD as described above, this MOU does not preclude the County, notwithstanding Cooperating Agency status, from pursuing relief through any applicable administrative or judicial review or litigation. Nothing in this MOU shall compromise or affect the rights of the County to contest the results of the planning process through any means available to the County.

VI. Agency Representatives

For the activities covered by this MOU, Douglas County's agent and representative will be the Association of O&C Counties (the Association). The persons initially authorized to act for the Association in these matters are Van Manning, Kevin Davis, and Rocky McVay. The County

may, from time to time, have a County Commissioner participate in the activities contemplated by this MOU. If and when that occurs, the County Commissioner will speak for the County rather than the Association. The Association and the County may, from time to time, present information or data through experts. When that occurs, the experts will be accompanied by the Association's representatives listed above or by a County Commissioner, and the authority to represent the County will continue to reside in the Association or the Commissioner. The County may withdraw or change its appointment of the Association as its agent at any time by notice in writing to the BLM, and the Association may change the persons who are authorized to act for the Association at any time by notice in writing to the BLM.

VII. Administration of the MOU


A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.

B. Amendment. This MOU may be amended through mutual written agreement, signed by the parties hereto.

C. Termination. If not terminated earlier, this MOU will end when the ROD for the RMP/EIS is approved by the BLM Oregon/Washington State Director. Any Party may end its participation in this MOU by providing written notice to the other Party. A 30-day wait period is provided, during which the Parties shall make good-faith efforts to resolve any disagreement.

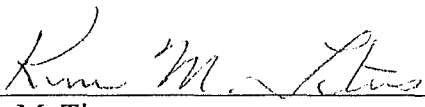
VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.



Michael S. Mottice
Acting State Director, Oregon/Washington
Bureau of Land Management

9/11/12
Date



Kim M. Titus
Salem District Manager
Bureau of Land Management

10/17/12
Date

Virginia Grilley
Eugene District Manager
Bureau of Land Management

10/17/12
Date

FOR

Katrina Symons
Roseburg District Manager
Bureau of Land Management

10/17/12
Date

Mark E. Johnson
Coos Bay District Manager
Bureau of Land Management

10/17/12
Date

Dayne Barron
Medford District Manager
Bureau of Land Management

10/17/12
Date

Donald J. Holmstrom
Klamath Falls Resource Area Manager
Bureau of Land Management

10/11/2012
Date

*E. Lynn Burkett
Klamath Falls District Manager*

NAME: Doug Robertson
TITLE: Commissioner
Douglas County

July 11, 2012
Date

Cooperating Agency Participation in the RMP/EIS
 (Attachment A)

	RMP/EIS Stage	Potential Activities of Cooperating Agencies (CA) Within Their Acknowledged Areas of Expertise
1	Conduct scoping and identify issues	Provide input on preparation plan; identify coordination requirements based on CA plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies
2	Develop planning criteria	Provide advice on proposed planning criteria
3	Collect inventory data	Identify data needs, provide data and technical analyses within the CA's expertise
4	Analyze management situation	Provide input on the Draft Analysis of the Management Situation (AMS) and aid in interpreting the AMS to constituents
5	Formulate alternatives	Collaborate with field manager in developing alternatives. Suggest land allocations or management actions to resolve issues. [Decision to select alternatives for analysis is made by the BLM.]
6	Estimate effects of alternatives	Provide effects analysis within the CA's expertise; identify direct, indirect, and cumulative effects within the CA's expertise; suggest mitigation measures for adverse effects
7	Select the preferred alternative, issue Draft RMP/EIS	Collaborate with the BLM in evaluating alternatives and in developing criteria for selecting the preferred alternative and provide input on Preliminary Draft RMP/EIS. The CAs may provide written, public comments on the draft if desired. [Decision to select a preferred alternative and to issue a draft is made by the BLM.]
8	Respond to comments	As appropriate, review comments within the CA's expertise and provide assistance in preparing the BLM's responses.
8a	Issue Proposed RMP/FEIS	[Action reserved to the BLM.]
8b	Initiate Governor's Consistency Review	Once initiated by the BLM, CAs should contribute to the Governor's Consistency Review.
9	Sign Record of Decision	[Action reserved to the BLM.]
9a	Resolve protests, modify Proposed RMP/FEIS if needed, sign ROD	[Action reserved to the BLM.] A CA that has provided information relevant to a protest may be asked for clarification.

Schedule
(Attachment B)

Task	Responsibility	Date
Conduct scoping and identify issues	Core Team, Cooperators	
Review scoping comments	Core Team, Cooperators	
Review and comment on affected environment chapter (administrative draft)	Cooperators	
Formulate alternatives	Cooperators (advisory), Core Team	
Estimate effects of alternatives (for identified areas of cooperator expertise)	Cooperators	

Agency Representatives
(Attachment C)

- **Bureau of Land Management**

Plan:

Primary Representative:

Backup Representative:

- **Douglas County**

Representative: Association of O&C Counties acting through:

Van Manning 253-549-0074

Rocky McVay 541-412-1624

Kevin Davis 503-517-2405