

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
OREGON STATE OFFICE AND SALEM, EUGENE, ROSEBURG,
COOS BAY, AND MEDFORD DISTRICT OFFICES
AND
ROSEBURG RESOURCES CO.
CONCERNING
SHARING OF NORTHERN SPOTTED OWL AND MARBLED MURRELET DATA

This Memorandum of Understanding (MOU) establishes the conditions for releasing Bureau of Land Management (BLM) data on northern spotted owls and marbled murrelets by the BLM Oregon State Office and the BLM's field offices for the Salem, Eugene, Roseburg, Coos Bay, and Medford Districts to Roseburg Resources Co., hereinafter referred to as the Cooperator.

I. OBJECTIVE

To ensure the protection of sensitive information on the locations of northern spotted owl and marbled murrelet sites on lands administered by the BLM in western Oregon. The threatened and endangered species are protected under the Endangered Species Act of 1973, as amended. Thus disclosure of locations to the public may need to be restricted to protect the welfare of the species.

II. AUTHORITY

Section 307(b) of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737(b), authorizes the Secretary of the Interior, subject to the provisions of applicable law, to enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands.

III. PROCEDURE

The BLM's data on the spotted owl and marbled murrelet will be provided to the Cooperator subject to the following conditions:

- A. Specific locations will be described only for those spotted owl sites that occur within approximately two miles and marbled murrelet locations within one mile of Roseburg Resources Co. ownership, or other ownerships, with written permission from the land owner. Additional data on survey efforts, occupancy, and reproductive success for these sites will be handled on the basis of specific requests.

- B. Specific sites that occur on land administered by the BLM will not be visited by the Cooperator, or its contractor/representative, without coordination with the BLM district which administers the lands where the site occurs.
- C. The Cooperator, or its contractor/representative, will not disseminate the locations or related occupancy and reproduction data for these species on land administered by the BLM to any other individual, agency, or organization except as necessary to comply with the Oregon Forest Practices Act, Oregon Endangered Species Act, or Federal Endangered Species Act of 1973, as amended.

IV. ADMINISTRATION

- A. Records Management: The BLM owns the rights to all data/records produced as part of this agreement. All records (in all media, paper and electronic) created or produced in part or in whole are to be maintained for the duration of the agreement; made available upon request; and, upon termination of the agreement, will be turned over to BLM.

Requests for data covered by this agreement should be made directly to the Oregon State Office. If further information is needed from a BLM district biologist, the Oregon State Office will coordinate with the applicable BLM district office.

The Cooperator, or its contractor/representative, will not disseminate the locations or related occupancy and reproduction data for these species on land administered by the BLM to any other individual, agency, or organization except as necessary to comply with the Oregon Forest Practices Act, Oregon Endangered Species Act, or Federal Endangered Species Act of 1973, as amended.

The Cooperator, or its contractor/representative, shall not 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.

- B. Public Records: Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.
- C. Modification: Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- D. Non-Fund Obligor Document: 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 agreements 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.

E. Termination: Any of the parties, in writing, may terminate the agreement in whole or in part at any time before the date of expiration.

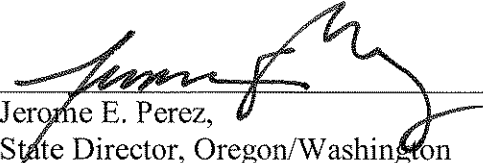
V. LIST OF CONTACTS

BLM PROGRAM CONTACT	ROSEBURG RESOURCES CO. PROGRAM CONTACT
Name: Bruce Hollen Address: 1220 South West 3rd Avenue Portland, OR 97204 Phone: 503-808-6504 E-mail: bhollen@blm.gov	Name: Phil Adams Address: P.O. Box 1088 Roseburg, OR 97470 Phone: 541-679-2689 541-430-8602 E-mail: PhilA@rfpco.com

VI. This agreement is executed as of the date of last signature and is effective through five years, at which time it will expire unless extended.

VII. SIGNATURES


IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.



Jerome E. Perez,
State Director, Oregon/Washington
Bureau of Land Management

December 8, 2014

Date



Phil Adams,
Chief Forester
Roseburg Resources Co.

January 12, 2015

Date