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CHAPTER I – DECIDING TYPE OF AGREEMENT TO USE

A. Types of Unfunded Agreements.

There are a variety of instruments used for agreements when no BLM funds are obligated. This Supplemental Handbook provides instructions applicable to most unfunded agreements. It does not address agreements that involve the exchange of BLM funds; those types of agreements are coordinated and processed through the State Office Procurement staff following their procedural guidance.

Figure 1 provides an overview of the different types of unfunded agreements; Figure 2 provides a decision-tree to help determine the type of agreement to use.

Figure 1 – Types of Unfunded Agreements Table

TYPE OF AGREEMENT	BRIEF DESCRIPTION	SIGNING AUTHORITY (See: Manual Section 1203)	REFERENCES
Memorandum of Understanding (MOU)	Agreement between the BLM and other parties to confirm the use of cooperative policies or procedures that promotes mutual endeavors. (Also used for an employee serving as an officer in an outside organization.)	<ul style="list-style-type: none"> “ If two or more Districts involved – State Director. “ If two or more Field Offices within same District – District Manager. “ If only one Field Office – Field Manager. 	Manual Section 1786.
Cooperative Management Agreement (CMA)	A site specific agreement used in accordance with management plans for shared on-the-ground management of a specific management area.	<ul style="list-style-type: none"> “ If two or more Districts involved – State Director. “ If two or more Field Offices within same District – District Manager. “ If only one Field Office – Field Manager. 	Manual Section 8300 and H-8357-1; Manual Section 8560 and H-8560-1.
Data Sharing Agreement (DSA)	Agreement to share or exchange BLM data with any outside party on an ongoing basis when no funds are obligated. (Note: BLM may charge cost recovery.)	<ul style="list-style-type: none"> “ If two or more Districts involved – State Director. “ If two or more Field Offices within same District – District Manager. “ If only one Field Office – Field Manager. 	Manual Sections 1270 and 1278.

TYPE OF AGREEMENT	BRIEF DESCRIPTION	SIGNING AUTHORITY (See: Manual Section 1203)	REFERENCES
Law Enforcement Agreement- Non-reimbursable (LEA-N)	Agreement with state or local law enforcement officials to cooperate and collaborate in better utilizing the resources of both agencies while providing more adequate protection of persons and property on the public lands.	** State Director (only)	Manual Section 9260 and H-9260-1.
Reimbursable Work Job Authorization	Agreement with another Federal Agency authorizing BLM to provide resources or services; establishes a reimbursable project number to bill against and authorizes BLM to accept funds from the other Federal Agency.	See 1203Manual for list of BLM officials authorized to approve the required forms. Note: Obtain Project Number from State Office Budget staff.	Manual Section 1681 and the BLM Fund Coding Handbook. Note: These are logged and filed with Unfunded Agreements.
Contributed Funds - Trust Fund Projects (7000 series) & Rights-of-Way Projects (5000 series)	Agreement in which BLM accepts contributed funds, services, and/or property for the management, protection, development, acquisition, and conveying of public lands.	See 1203Manual for list of BLM officials authorized to approve the required forms. Note: Obtain Project Number from State Office Budget staff.	Manual Section 1681 and the BLM Fund Coding Handbook. Note: These are logged and filed with Unfunded Agreements.
Range Use Adjustment Agreement	Agreement that outlines arrangements between the BLM, permittees, lessees, and State agencies having land or resource interests and interested publics in determining the need for livestock use adjustments (grazing use or grazing management) and establishes procedures for arriving at the adjustments.	** Field Managers	Manual Section 4100, H-4110-1, and H-4130-1. Note: These are Field Office level agreements that are not logged and filed in the Arizona State Office.

TYPE OF AGREEMENT	BRIEF DESCRIPTION	SIGNING AUTHORITY (See: Manual Section 1203)	REFERENCES
Range Line Agreement	Agreement between BLM and grazing allottees/permittees to establish or modify grazing allotment boundaries on acquired or dispersed public rangelands.	<p>.. Field Managers</p> <p>Note: These are Field Office level agreements that are not logged and filed in the Arizona State Office.</p>	Manual Section 4110 and H-4110-1.
Exchange of Use Grazing Agreement	Agreement to authorize a certain amount of grazing use to someone who owns or controls private intermingled lands within an allotment; establishes terms and conditions under which the grazing use will be made.	<p>.. Field Managers</p> <p>Note: These are Field Office level agreements that are not logged and filed in the Arizona State Office.</p>	Manual Section 4110 and H-4130-1.
Rangeland Cooperative Agreement	Agreement to authorize installation, use, maintenance, and/or modification of rangeland improvements necessary to achieve management objectives.	<p>.. Field Managers</p> <p>Note: These are Field Office level agreements that are not logged and filed in the Arizona State Office.</p>	Manual Section 4100 and H-4120-1.
Volunteer Agreement	Agreement with anyone who voluntarily, and without compensation or reimbursement, provides personal services to the BLM within the limits of a volunteer agreement.	<p>.. After consultation with the office Volunteer Coordinator – All Supervisors.</p> <p>Note: These are BLM Forms, not written agreements, which are not logged and filed in the Arizona State Office.</p>	<p>Manual Section 1114</p> <p>BLM Form 1114-4</p> <p>BLM Form 1114-5</p>

Figure 2 – Decision Table

Purpose of Agreement:		Type of Agreement
Is anything of value to be exchanged?	Yes→	Contact State Office Procurement Staff.
No↓		
To document cooperative policies, procedures, or responsibilities to achieve mutual endeavors?	Yes→	Use a Memorandum of Understanding (MOU)
No↓		
To provide resources/services to be reimbursed by another Federal Agency?	Yes→	Use an MOU to establish the procedures for the Reimbursable Work Authorization
No↓		
To accept contributed funds, services, and/or property from an outside party to complete a BLM project?	Yes→	Use an MOU to establish the procedures for the Contributed Funds
No↓		
To develop shared on-the-ground management of a site specific area?	Yes→	Use a Cooperative Management Agreement (CMA)
No↓		
To have services provided with no compensation or reimbursement?	Yes→	Use a Volunteer Agreement
No↓		
To share/exchange data on an ongoing basis?	Yes→	Use a Data Sharing Agreement
No↓		
To determine the need for livestock use adjustments?	Yes→	Use a Range Use Adjustment Agreement
No↓		
To establish/reestablish grazing allotment boundaries?	Yes→	Use a Range Line Agreement
No↓		

To authorize a certain amount of grazing use to someone who owns or controls private intermingled lands within an allotment?	Yes →	Use an Exchange of Use Grazing Agreement
No ↓		
To authorize the installation, use, maintenance, and/or modification of rangeland improvements to achieve management objectives?	Yes →	Use a Rangeland Cooperative Agreement

CHAPTER II – GENERAL INFORMATION

A. General Requirements.

1. **Contents.** The Subject Matter Expert (SME) or Project Lead is responsible for preparing the initial agreement through consultation and cooperation with the other Parties to the agreement. Keep in mind the participating Parties' points of view and the purpose of the agreement when writing an agreement. Keep the contents concise and to the point, without a lot of history or narrative about the related project. Generally, the need for an agreement is to document how an objective will be accomplished, not what led up to the decision to pursue a particular project.

B. General Writing Rules.

2. **Write an Effective Agreement.** Agreements are a major means of communicating responsibilities, authorities, and expectations to the Parties involved to accomplish a given purpose. Write an effective agreement that is:
 - a. **Correct.** Get all the facts. Make sure the responsibilities and procedures do not conflict with any established policies or regulations. Ensure citations of authority are current and accurate.
 - b. **Complete.** Include enough detail to minimize the need to check for further information to clarify the intent of the agreement. Ensure that a future reader will understand the content, since these are normally in effect for a period of five years. Tell who performs what tasks and when they are to do them; and, if appropriate, tell where, how, and why.
 - c. **Clear.** Write so all involved Parties can understand the content and intent of the agreement. It should be written in a complete, concise, and easy to understand style. Use plain language. These are not legally binding documents and the unnecessary use of legal terminology can impact the clarity of an agreement.
3. **Acronyms and Abbreviations.** When using an acronym or abbreviation, spell out what it stands for the first time it occurs in the document and then provide the acronym in parentheses. From that point on, only use the acronym throughout the remainder of the agreement. (For example: do not call the document a “Memorandum of Understanding” in one Section, an “MOU” in another Section, and an “agreement” in yet another Section. Be consistent throughout the entire document.)
4. **Capitalization Rules.** Refer to the *U.S. Government Printing Office Style Manual* for general rules of capitalization. Some words that are capitalized in the BLM and in Arizona unfunded agreements include:

- “ BLM Manual/Manual Section
 - “ Washington Office
 - “ State Office
 - “ District Office
 - “ Field Office
 - “ Official titles of BLM employees (i.e., Wildlife Specialist)
 - “ Any BLM system or program (i.e., Records Administration Program)
 - “ Party or Parties to the agreement
 - “ Federal (i.e., Federal government)
- 5. Standard Citations.** Examples of standard legal authority citations are:
- “ Federal Land Policy and Management Act of 1976; 43 U.S.C. § 1701, et seq.
 - “ Federal Coal Management Program Regulations; 43 CFR § 3400, et seq.
 - “ Departmental Manual, 370 DM 713.
 - “ Secretarial Order 3048, Dam Safety, February 28, 1980.
 - “ Executive Order 11988, Floodplain Management; 42 CFR § 26951, May 25, 1977.

CHAPTER III – COMPILING AND FORMATTING UNFUNDED AGREEMENTS

A. Numbering Unfunded Agreements.

The numbers log for all unfunded agreements issued in any of the BLM-Arizona offices is maintained by the Arizona State Office Records Manager. For tracking purposes, the author should obtain an agreement number at the time of the initial draft. **Note:** The Arizona Unfunded Agreements Log is available for viewing in the Central Files link on the internal website.

1. The State Records Manager (AZ9540) assigns numbers configured as follows:

AZ-XXXX-xx

XXXX = four-digit Fiscal Year;

xx = next sequential number in Unfunded Agreements Log.

Example: AZ-2009-12 – denotes an Arizona agreement that is the twelfth agreement assigned a number in Fiscal Year 2009.

Figure 3 – Unfunded Agreements Log Example

AGREEMENT NUMBERS	TYPE	ACCESS CODE	SUBJECT CODE	SUBJECT SUMMARY	EFFECTIVE DATE	EXPIRATION DATE	PARTICIPANTS	REMARKS
AZ-2009-12	MOU	P	1786 / 8100	MOU between BLM-AZ and AZ Game & Fish Dept. for mutual protection of cultural resource values throughout the State of Arizona.	01/22/09	01/21/14	BLM-AZ, AGFD	ASO, Div. of Resources; Cultural Res. Specialist, Ext. 236. Expires in 5 years

2. The Subject Code for an MOU is always 1786. Program specific Subject Codes are also assigned for the associated BLM Program that is the topic of the agreement.
3. The Access Code is the designation of P = Public, I = Internal, or R = Restricted to indicate whether or not the agreement can be posted to the external website.
4. The author should type the Agreement Number, Subject Code(s), and Access Code in the agreement as a **Header** at the right hand margin of **Page 1** (Figure 4).

B. Heading.

The heading is centered in all capitalized letters at the top of **Page 1** of the agreement. The agency authoring the agreement should be named first, followed by all other Parties entering into the agreement.

Figure 4 – Heading

Agreement Number AZ-2009-12 Subject Code: 1786, 8100 (P)
MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT ARIZONA STATE OFFICE AND STATE OF ARIZONA GAME AND FISH DEPARTMENT

C. Footer.

Insert a Footer (Figure 5) to appear on every page of the document to show the Agreement Number, page numbers, and (most importantly) the date of the last revision. The date ensures that everyone reviews the most current version.

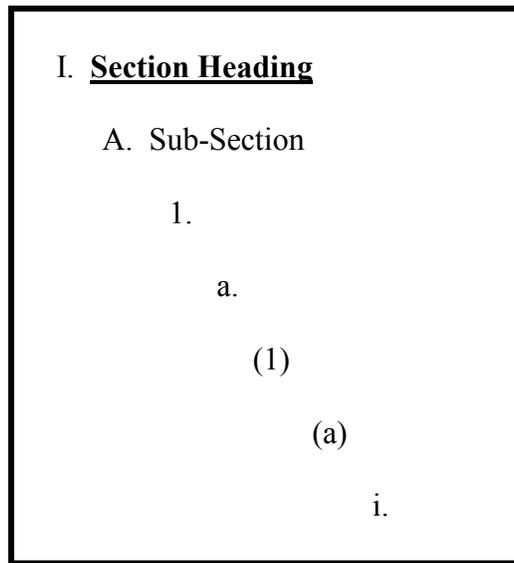
Figure 5 – Footer

Agreement No. AZ-2009-12 Page 1 of 24 02/25/09
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D. Outline Format – Sections.

Agreements should be divided into common subject-related Sections following a standard outline format (Figure 6). Each Section covers a specified subject in a logical sequence.

Multiple paragraphs within a Section should be assigned sequential letters to allow easy amendments to the document in the future (specific paragraphs can be easily identified, located, and changed).

Figure 6 – Outline Format**E. Recommended Sections.**

For consistence and clarity, include the following applicable Sections:

1. **Introduction.** This Section provides the names of all Parties involved in the agreement, designates acronyms to be used throughout the agreement, and states the general scope of the agreement.
2. **Purposes.** This Section should briefly explain the purpose of the agreement and the desired results (these may be included in the Introduction Section, if preferred). As a final paragraph, add the clause from Figure 7 (below).

Figure 7 – Standard Wording - Introduction or Purposes Clause

- | |
|---|
| <p>2. Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.</p> |
|---|

3. **Background.** If needed, this Section provides any clarifying information that led up to the agreement (if extremely brief, this may also be included in the Introduction Section, if preferred). Do not include more detail than necessary to add clarity.
4. **Authorities.** This Section includes Sub-sections for each Party stating their authorities for entering into the agreement. For BLM, cite authorizing Manual Sections, United States Code (U.S.C.), Code of Federal Regulations (CFR), Public Laws, and any other pertinent authority for BLM to enter into the agreement.

5. **Roles and Responsibilities.** This is the main body of the agreement where the expectations for each Party to the agreement are explained. This Section is divided by Sub-sections for each Party’s individual responsibilities and a final Sub-section for the mutual responsibilities of all Parties to the agreement.

6. **Representatives.** This Section gives the points of contact information for the person(s) responsible for answering questions related to the agreement and for follow-up during implementation. **Do not** list contact names within this Section; instead, reference an “Exhibit” to the agreement where the contact information is listed (Figure 8). This Section should also include instructions for making changes to the points of contact by providing an updated Exhibit when changes occur.

Figure 8 – Standard Wording - Representatives

VI. Representatives

The Parties will designate a primary representative and backup representative as specified in Exhibit A, attached hereto, to ensure coordination during the implementation of this MOU. The Parties may change their point of contact at any time by providing a revised Exhibit A to the other Parties. Any revisions must be added to the official file maintained in Central Files at the BLM, Arizona State Office.

7. **Organizational Conflicts of Interest.** Certain agreements may require that a “third-party contractor” provide an *Organizational Conflict of Interest Disclosure Statement Certification* to BLM (Figure 9). A third-party contractor performs BLM work at the expense of a third-party outside of BLM. The disclosure statement ensures that the third-party contractor will render impartial, technically sound, and objective assistance or advice to BLM. (Example: A business submits a right-of-way [ROW] application to the BLM; in order to make a decision on the application, an environmental impact statement [EIS] is required. The ROW applicant provides the funding for a BLM-selected contractor to prepare the EIS. The selected third-party contractor is required to disclose any conflict of interest with the applicant who is paying for their services.)

Note: Appendix A shows sample *Conflict of Interest Disclosure Statements*.

Figure 9 – Standard Wording - Organizational Conflicts of Interest

VII. Organizational Conflicts of Interest

Prior to entering into the Contractor Agreement, the “Conflict of Interest Disclosure Statement”, attached hereto as Exhibit C, shall be executed by the selected contractor. An original signed version of the disclosure document shall be provided to BLM for the official file.

F. Required Sections.

Every unfunded agreement is required to contain the following Sections:

1. **Funding.** This Section (Figure 10) emphasizes the fact that funds are not associated with the agreement.

Figure 10 – Standard Wording - Funding

VIII. Funding

- A. Subject to the availability of funds, each Party agrees to fund their own expenses associated with the implementation of this MOU.
- B. Nothing contained herein shall be construed as obligating BLM 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.

2. **Records.** This Section (Figure 11) contains BLM Records Management requirements and compliance with the Freedom of Information Act (FOIA) and the Privacy Act.

Figure 11 – Standard Wording - Records

IX. Records

- A. Any records or documents generated as a result of this MOU 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. Any requests for release of records associated with the implementation of this MOU to anyone outside of the Parties must be determined based on applicable laws, including the Freedom of Information Act and the Privacy Act.

OR

- A. Any records or documents generated as a result of this MOU shall become part of the official BLM record maintained in accordance with applicable BLM Records Management policies. Any request for release of records associated with the implementation of this MOU to anyone outside the Parties must be determined by BLM based on applicable laws, including the Freedom of Information Act and the Privacy Act.

3. **Tribal Consultations.** This Section contains requirements for consultation with Indian Tribes for planning (Figure 12) and non-planning (Figure 13) related agreements.

Figure 12 – Standard Wording - Tribal Consultations (Planning)

X. Tribal Consultations

The BLM shall engage in government-to-government consultation with affected Indian Tribe(s) during all phases of this process, in accordance with applicable Federal statutes, regulations, and other authorities, including the National Environmental Policy Act, the National Historic Preservation Act, the Federal Land Policy and Management Act, the American Indian Religious Freedom Act, and Executive Order 13007 on Indian Sacred Sites. This MOU in no way affects the responsibility of BLM and the authority of affected Tribe(s) to engage in these government-to-government consultations. To the extent BLM receives any Indian Trust data as a function of the requirement to conduct government-to-government consultations with affected Indian Tribe(s), BLM certifies that it will accord such data all necessary protection and security pursuant to applicable statutes, regulations, and policies, including those set forth in the context of any applicable litigation.

Figure 13 – Standard Wording - Tribal Consultations (Non-Planning)

X. Tribal Consultations

The BLM shall engage in government-to-government consultation with affected Indian Tribe(s) during all phases of this process, in accordance with applicable Federal statutes, regulations, and other authorities, including Executive Order 13175 on consultation with Indian Tribes and Executive Order 13007 on Indian Sacred Sites. This MOU in no way affects the responsibility of BLM and the authority of affected Tribe(s) to engage in these government-to-government consultations. To the extent BLM receives any Indian Trust data as a function of the requirement to conduct government-to-government consultations with affected Indian Tribe(s), BLM certifies it will accord such data all necessary protection and security pursuant to applicable statutes, regulations, and policies, including those set forth in the context of any applicable litigation.

4. **Term, Amendment, and Termination.** This Section (Figure 14) is divided into Sub-sections that contain the administrative clauses to the agreement; i.e., when it becomes effective, how it can be amended, when it will expire, and how it can be terminated prior to expiration.

Figure 14 – Standard Wording – Term, Amendment, and Termination

XI. Term, Amendment, and Termination

A. Term of MOU:

1. This MOU becomes effective upon the last date signed and executed by the duly authorized representative of the Parties to this MOU.
2. This MOU shall remain in effect for five (5) years from the execution date unless terminated or cancelled prior to the expiration date.

B. Amendments:

1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of all Parties.
2. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.

C. Termination:

1. This MOU may be terminated prior to the expiration date upon 30-day written notice and agreement between the Parties to terminate this MOU.

5. **Signatures.** This Section (Figure 15) immediately precedes the approval signature lines with the titles of the authorized signing officials for each Party to the agreement.

Figure 15 – Standard Wording - Signatures

XII. Signatures

- A. All signatories have the appropriate delegation of authority to sign this MOU.
- B. The Parties have executed this MOU on the dates shown below.

CHAPTER IV – PROCESSING UNFUNDED AGREEMENTS

Note: Appendix B is an *Agreement Processing Checklist* summarizing the steps in this Chapter.

A. Originator's Responsibilities.

1. Write the Initial Draft, Obtain Agreement Number and Create File Folder.

- a. Following the guidance provided in this Handbook, the originating BLM Subject Matter Expert (SME) works with other SME(s) representing the involved Parties to write a draft agreement, obtains an agreement number from the State Records Manager, and creates the official file folder for the agreement.

2. Documentation of Process.

- a. The processing of unfunded agreements must be documented in an official file folder labeled with the agreement number. This ensures that all reviews have been completed and creates an official record to support the agreement.
- b. The review process is documented in any of the following ways:
 - (1) **Electronic Documentation.** Transmit an electronic version of the draft agreement between the originator and any reviewers with e-mail transmittal messages that clearly indicate all reviews and concurrences. **Note:** Printed copies of all e-mail concurrences must be maintained in the official file folder.
 - (2) **Paper/Hard Copy Documentation.** Print the draft agreement and ensure that all reviewers date and surname (first initial and full last name) the top of the first page of the agreement. **Note:** The surnamed draft must be maintained in the official file folder.
 - (3) **Unfunded Agreement Clearance Sheet.** Prepare an Unfunded Agreement Clearance Sheet, Form AZ-1786-1 (Exhibit C shows a sample) at the onset of the process. This is optional; if reviews are documented in either of the other methods indicated in the previous paragraphs, the Clearance Sheet can be prepared later in the process. Deciding to use the Clearance Sheet from the onset may result in multiple continuation sheets; if so, all pages should be numbered sequentially and kept together to document the review process.

3. Internal (BLM) Content Review – Field Office (FO) Initiated Agreement.

- a. Originator provides the draft to other FO Specialists/SMEs, Supervisors, etc. to obtain any concurrences required by the FO. The Field Manager (or responsible District Manager, if more than one FO is covered by the agreement) reviews the

agreement after all other local reviews are completed. **Note:** Document all concurrences as indicated in Item 2 above.

- (1) Throughout the reviews, the Originator revises the draft to incorporate any agreed-upon changes. **Note:** Remember to change the Footer date to indicate the updated version.
- b. After FO review is completed, the Originator sends the agreement to the State Program Lead responsible for the program that oversees the subject of the agreement.
 - (1) The State Program Lead reviews the agreement and provides comments and/or concurrence back to the Originator. **Note:** Document concurrence as indicated in Item 2 above.
 - (2) Originator updates document to incorporate agreed-upon revisions. **Note:** Remember to change the Footer date to indicate the updated version.

4. Internal (BLM) Content Review – State Office (SO) Initiated Agreement.

- a. Originator provides the draft agreement to other Specialists/SMEs, Supervisors, and Group Administrators to obtain concurrence. **Note:** Document all concurrences as indicated in Item 2 above.
 - (1) If more than one District Office is subject to the terms of an agreement, it is processed as an SO agreement. Review and concurrence by responsible District Managers is obtained and documented.
 - (2) Originator revises the draft to incorporate any agreed-upon changes. **Note:** Remember to change the Footer date to indicate the updated version.
- b. Originator provides the agreement to the State Program Lead responsible for the program that oversees the subject of the agreement.
 - (1) The State Program Lead reviews the agreement and provides comments and/or concurrence back to the Originator. **Note:** Document concurrence as indicated in Item 2 above.
- c. If applicable, Originator confers with the responsible District Managers about any suggested changes from the State Program Lead.
 - (1) Originator updates the document to incorporate any agreed-upon revisions. **Note:** Remember to change the Footer date to indicate the updated version.

5. External Content Review by Other Party/Parties to the Agreement.

- a. Originator provides a BLM-reviewed draft to the other Parties for their review/input.
 - (1) Any requested major changes from the other Parties should be reviewed by, and concurrence obtained from, the appropriate BLM staff.

6. Finalize the DRAFT Agreement.

- a. Upon completion of all initial reviews, the Originator makes all agreed-upon changes to the draft agreement, ensures that all standard clauses required by this Handbook are included, and resolves all non-concurrence issues. **Note:** Remember to change the Footer date to indicate the updated version.

7. Unfunded Agreement Clearance Sheet. Prepare a Form AZ-1786-1 (Appendix C).

- a. Originator surnames and dates the Clearance Sheet.
- b. Make a note in the “comments” section that the SME, Program Lead and other Parties to the agreement have reviewed the draft. Reference the e-mail transmittal concurrence documents or the surnamed draft copy; if feasible, staple them to the Clearance Sheet.
- c. Place a printed copy of the final DRAFT agreement and documented concurrences into a pocket folder with the Clearance Sheet stapled to the front and provide folder to responsible Manager for review.

B. Manager's Responsibilities.**1. Review Agreement for Legal Questions.** The responsible Manager (Field Manager, District Manager, or Deputy State Director) reviews the agreement for content and to determine if any legal questions exist.

- a. If it is determined that legal review is required:
 - (1) Prepare a memorandum to the Office of the Solicitor (SOL) to transmit the agreement for review (Appendix D shows a sample SOL transmittal memorandum).
 - (a) The transmittal memorandum must be signed by the responsible Manager (i.e., Deputy State Director, Field Manager, or District Manager).
 - (2) All BLM and other Party reviews must be completed before sending an agreement for legal review to ensure multiple reviews are not needed.

- (3) Add the following items to the review package folder:
 - (a) The original transmittal Memorandum to the SOL.
 - (b) An electronic copy (in Microsoft Word) of the (final) draft agreement on a CD.
- (4) Transmit the review package folder to the SOL.

C. Office of the Solicitor's Review.

The designated attorney conducts a legal review of the agreement, makes note of any changes and/or advice, surnames and dates the Unfunded Agreement Clearance Sheet, and returns the entire review package to the originating Manager.

D. Originator – Final Edits and Package Preparation.

1. **Consult with SME/Specialists.** Originator consults with the appropriate staff regarding any SOL recommendations.
2. **Final Edits.** Upon concurrence, make all final edits to the agreement, change the Footer date to indicate the updated version, update the electronic file name, and print multiple 'original' copies of final agreement for signature by all Parties.
3. **Prepare Signature Package.** Remove the draft version and the CD from the review folder with the Unfunded Agreement Clearance Sheet stapled to the front. Make sure all printed originals are inside, marked with signature tags, along with copies of the earlier review concurrence documents and the SOL consultation documents, if any.

E. Originator – Approvals and Distribution.

1. **Final BLM Reviews and Surnames.** The finalized agreement is reviewed by the Originator, all Supervisors and responsible Managers; surnaming the Unfunded Agreement Clearance Sheet following each review.
2. **Transmittal Letter.** The Originator writes a transmittal letter (Appendix E) to the other Parties, and sends all originals to be signed and returned to BLM.
3. **BLM Approval and Distribution.** Upon return from other Parties, the BLM delegated signing official is the last to sign all copies of the originals. The originating office forwards the agreement folder to the signing official.
 - a. BLM signing official signs all originals, surnames the Unfunded Agreement Clearance Sheet, and returns the package to the originating office.

4. Distribution.

- a. An original signed agreement is mailed to each Party to the agreement.
- b. Make a copy of the signed agreement for the originating offices' records.
- c. The BLM's **original signed agreement**, the official file folder with **all** supporting documentation, and the original Unfunded Agreement Clearance Sheet(s), are sent to the State Records Manager (AZ9540) for filing in the official permanent file maintained in the Arizona State Office.

F. State Records Manager – Complete the Process.

1. **Update Log.** Insert the execution and expiration dates into the Unfunded Agreements Log.
2. **Scan and Post.** Scan the original signed copy into pdf format, name the file with the agreement number, post the scanned copy into the Central Files' Shared (S:) Drive, and link a copy to the Unfunded Agreements Log on the internal website.
3. **File Original.** File the paper copies in the official (permanent) file by the agreement number.

CHAPTER V – UNFUNDED AGREEMENT DESCRIPTIONS**A. Memorandum of Understanding (MOU).**

1. **Subject Code.** The Subject Code for an MOU is 1786.
2. **Description.** An MOU is a written agreement between the BLM and other Parties to confirm the use of cooperative policies or procedures to promote mutual endeavors.
3. **Application.**
 - a. An MOU documents a "handshake" agreement by the entities to use cooperative management policies or procedures to provide mutual assistance or to exchange results for the promotion of common endeavors.
 - b. An MOU cannot obligate or exchange private or Federal funds, supplies, equipment, or services; share or exchange data with non-Federal entities; or serve as a substitute for covenants or reservations in land or mineral patents.
 - c. An MOU may be the appropriate way to document BLM's commitment to participate in an agreement that sets a working group consisting of Federal, State, Tribal, and local Governments, private citizens, and other interests to address impacts of human activities on specific resources and propose collaborative solutions to problems identified.
 - d. An MOU is not intended to be a detailed working document. It may be an "umbrella" agreement that provides a basis for more detailed sub-agreements, but it does not provide authority to enter into contracts or grants.
 - e. An MOU may not commit to future noncompetitive contracts with the MOU's Parties or subvert any procurement laws and regulations.
 - f. An MOU authorizing an employee to serve as an officer in an outside organization must follow policy established by the Department of the Interior Ethics Office.
4. **Authority.** BLM Manual Section 1786 - Memorandums of Understanding (Section 1786.03) contains a list of common authorities which may apply. An MOU should also cite program-specific authorities.
5. **Approval.** Prior to approval by the delegated signing official (see BLM Manual 1203), an MOU must be reviewed by the following:
 - a. Subject Matter Experts/Specialists,
 - b. Program Leads at both the District and State Office levels, and

- c. Field Solicitor's Office (if responsible Manager determines need).

Note: If the MOU is an umbrella to a sub-agreement involving funds or services, then review by the State Procurement Analyst is also required.

6. **References.** BLM Manual Section 1786 – Memorandums of Understanding.

B. Cooperative Management Agreement (CMA)

1. **Subject Code.** Program specific; assigned Subject Code of the associated/benefitting BLM Program.
2. **Description.** A CMA is a site specific agreement used in accordance with management plans for shared on-the-ground management of a specific management area.
3. **Application.**
 - a. A CMA is written for the joint management of a specific site and are usually long-term agreements with other parties interested in the joint management of a specific area such as a back-country byway, recreation area, or wildlife habitat area.
 - b. A CMA is used when the primary objective is to provide the public with facilities and levels of use not possible under BLM management capability, but which may be provided with support from user groups.
 - c. Each Party's role in the management of the area must be delineated. There can be a commitment by each Party to absorb part of the cost of managing the area, but there is no actual transfer of funds involved.

Note: If funding or anything of value will be provided to the cooperator as part of their management functions, see Procurement for the correct instrument to use. All requirements of the CMA would be incorporated into the Procurement instrument.

4. **Authority.** Federal Land Policy and Management Act of 1976; 43 U.S.C. § 1701, et seq.
5. **Approval.** Prior to approval by the delegated signing official (see BLM Manual 1203; cannot be delegated below a Field Manager), a CMA must be reviewed by:
 - a. Subject Matter Experts/Specialists,
 - b. Program Leads at both the District and State Office levels, and
 - c. Field Solicitor's Office (if responsible Manager determines need).

Note: If anything of value will be transferred to the cooperator, it may also require review by the State Procurement Analyst.

6. **References.** BLM Manual Section 8300 - Recreation Management, and Handbook H-8357-1 - Byways; BLM Manual Section 8560 - Management of Designated Wilderness Areas, and Handbook H-8560-1 - Management of Designated Wilderness Areas.

C. Data Sharing Agreement (DSA).

1. **Subject Code.** 1278.
2. **Description.** A DSA is an agreement to share or exchange data with other Federal Agencies, State or local Governments, or private Parties on an ongoing basis when no funds are obligated (but cost recovery by the BLM may be used).
3. **Application.**
 - a. A DSA is used to provide BLM data to another Party either at no cost (waiving of fees) or under the cost recovery schedule.
 - b. BLM cannot obligate appropriated funds through a DSA, but can receive data or services in return.
 - c. A DSA may be used for obtaining BLM information on an ongoing basis and must contain a detailed description of the specific data to be shared as well as metadata.
 - d. If on-line access is expected, standard security measures must be documented in the DSA. In addition, electronic records or printouts released for external use should be labeled and contain required BLM disclaimer language in accordance with BLM Manual Section 1278 - External Access to BLM Information.
 - e. Signing officials may use discretion to determine whether cost recovery fees will be collected as part of a DSA. Determinations should be fair and reasonable and any fees collected should cover only the actual cost of providing the data. Fees collected will be in accordance with BLM cost recovery guidelines and fee schedules. A cost recovery clause must be included in the DSA to document any cost recovery conditions.
4. **Authority.** The Paperwork Reduction Act, 44 U.S.C. 3501 and OMB Circular A-130, Management of Federal Information Resources; Program-specific authorities should also be cited.
5. **Approval.** Prior to approval by the delegated signing official (signing authority is the same as an MOU), a DSA must be reviewed by:
 - a. Subject Matter Experts/Specialists,

- b. Program Leads at both the District and State Office levels,
 - c. State Records Administrator, and
 - d. Field Solicitor's Office (if responsible Manager determines need).
6. **References.** BLM Manual Section 1278 - External Access to BLM Information and BLM Manual Section 1270-2 - Cost Recovery.

D. Contributed Funds Agreement.

1. **Subject Code.** Program specific; assigned Subject Code of the associated/benefitting BLM Program.
2. **Description.** A Memorandum of Understanding (MOU) that documents an agreement for BLM to accept contributed funds for use in accomplishing a designated project. The Arizona State Office Budget staff assigns a Project Account Code to the project described in the MOU.
3. **Application.** Donations are authorized by Congress to help BLM accomplish its mission. When it is determined, under separate established policy, that contributed funds are appropriate to meet a designated objective, an MOU is written as documentation of the responsibilities and expectations of the Parties involved.

Note: If BLM is providing the funds to accomplish a project, then an Assistance Agreement/ Grant is required – see Procurement.

4. **Authorities.** Federal Land Policy and Management Act of 1976, 43 U.S.C. § 1737, Section 307; Taylor Grazing Act, 43 U.S.C. 315h, 315i; and the Sikes Act, 16 U.S.C. § 670, et seq.
5. **Approval.** Prior to approval by the delegated signing official (see BLM Manual 1203), the MOU must be reviewed by:
 - a. Subject Matter Experts/Specialists,
 - b. Program Leads at both the District and State Office levels, and
 - c. Responsible Manager (District Manager, Deputy State Director)
6. **References.** At the time this Handbook was issued the national BLM Donation Guidelines were being developed. Check current BLM policy to ensure that the MOU is in compliance with the most recent policy on accepting donations.

Appendix A-1

Exhibit ____

CONFLICT OF INTEREST
DISCLOSURE STATEMENT

In compliance with Memorandum of Understanding Agreement No. AZ-____ (MOU) and the Council on Environmental Quality regulations at 40 CFR § 1506.5(c) implementing the National Environmental Policy Act of 1969 (NEPA), the contracted Project Manager (PM) shall execute this disclosure statement upon entering into the Contractor Retention Agreement with _____ [insert name of applicant funding the third-party contractor].

_____ [insert name of third-party contractor], have been retained by _____ [insert name of applicant funding the third-party contractor] as the PM to perform duties and responsibilities in connection with the preparation of an Environmental Impact Statement and processing of a right-of-way application for a proposed _____ [insert type of project] project (Project) as specified in the MOU. The Project includes the _____ [insert specifications of the proposed project] on lands within the jurisdiction of the United States Department of the Interior, Bureau of Land Management, _____ [insert Field/District/State Office name] (BLM). All work will be accomplished under the direction of the BLM in accordance with the requirements of NEPA and the Federal Land Policy and Management Act of 1976.

As a representative of _____ [insert name of third-party contractor], I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that may either directly or indirectly (through a client, contractual, financial, organizational, or their relationship) relate to the work to be performed and/or to the outcome of the Project; and bear on whether I, or my organization, have a conflict of interest with respect to: (1) being able to render impartial, technically sound, and objective assistance and advice; or (2) being given an unfair competitive advantage. Other than the normal flow of benefits from the performance of the Contractor Retention Agreement, neither I, nor my organization, have any enforceable promise or guarantee from or with _____ [insert name of applicant funding the third-party contractor] to provide any future work on the Project, nor does any relationship exist with any person or entity with a financial interest in the outcome of the Project, nor does any person or entity with a financial interest in the outcome of the Project exercise any control over the work to be performed by me, or my organization, as Project Manager for the Project. Under penalty of perjury, I hereby certify that the statements contained herein are true and correct:

[insert name, title, and company of third-party contractor]

Date: _____

Note: The executed Conflict of Interest Disclosure Statement shall be provided to BLM for inclusion in the official file.

Appendix A-2

Exhibit ____

CONFLICT OF INTEREST
DISCLOSURE STATEMENT

In compliance with the Memorandum of Understanding Agreement No. AZ-____ (MOU), and the Council on Environmental Quality regulations at 40 CFR § 1506.5(c) implementing the National Environmental Policy Act of 1969, as amended (NEPA), the NEPA Contractor shall execute this document upon entering into the Contractor Retention Agreement with _____ [insert name of applicant funding the third-party contract].

_____ (NEPA Contractor) has been retained by _____ [insert name of applicant funding the third-party contract] to perform analyses, and prepare documents, under the NEPA and the Federal Land Policy and Management Act of 1976, in the preparation of an Environmental Impact Statement for a proposed _____ [insert type of project] project (Project), to include the [construction, operation, and maintenance of testing facilities, and all facilities and improvements, etc.] associated with the proposed project on lands within the jurisdiction of the United States Department of the Interior, Bureau of Land Management, _____ [insert Field/ District/State Office name] (BLM).

As a representative of _____, I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that may either directly or indirectly (through a client, contractual, financial, organizational, or their relationship) relate to the work to be performed and/or to the outcome of the Project; and bear on whether I, or my organization, have a conflict of interest with respect to: (1) being able to render impartial, technically sound, and objective assistance and advice; or (2) being given an unfair competitive advantage. Other than the normal flow of benefits from the performance of the Contractor Retention Agreement, neither I, nor my organization, have any enforceable promise or guarantee from or with _____ [insert name of applicant funding the third-party contract] to provide any future work on the Project, nor does any relationship exist with any person or entity with a financial interest in the outcome of the Project, nor does any person or entity with a financial interest in the outcome of the Project exercise any control over the work to be performed by me, or my organization, as the NEPA Contractor for the Project. Under penalty of perjury, I hereby certify that the statements contained herein are true and correct:

Signature

Date

Title

Organization

Note: The executed Conflict of Interest Disclosure Statement shall be provided to BLM for inclusion in the official file.

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UNFUNDED AGREEMENTS PROCESSING CHECKLIST

Responsible Official:	Required Steps:		Initial/Date when Completed
Originator	1.	Obtain unfunded agreement number from State Records Manager and create a file folder labeled with the number.	
	2.	Write initial draft in coordination with all other Parties to the agreement.	
	3.	Content review done by:	
		Subject Matter Experts	
		Other Specialists	
	State Program Lead		
	4.	Update agreement to include revisions, change Footer date with each revision.	
	5.	Transmit agreement to other Parties for review.	
6.	Update agreement with agreed-upon changes, change Footer date to reflect latest version.		
7.	Prepare a package for responsible Manager's review; include the last draft of agreement, documentation of all reviews and concurrences.		
8.	Prepare Unfunded Agreements Clearance Sheet (Form AZ-1786-1), surname and staple it to front of review package.		
Responsible Manager(s)	1.	Review agreement to determine if legal questions exist. If so, proceed to Step 2. If not, skip to Item D, Step 2.	
	2.	Prepare and sign transmittal memorandum to Solicitor (Appendix D) and add to review package.	
	3.	Add an electronic copy of the draft to the review package, surname the Unfunded Agreements Clearance Sheet on the front, and transmit review package to the Field Solicitor's Office.	
Solicitor (SOL)	1.	Conduct legal review and make note of any changes and/or advice.	
	2.	Surname Clearance Sheet and return agreement review package with suggestions to originating office.	

Appendix B - page 2

Responsible Official:	Required Steps:		Initial/Date when Completed
Originator – Final Edits and Package Preparation	1.	Consult with responsible SME/Specialists regarding SOL recommendations.	
	2.	Make final edits to agreement; change date in Footer and in e-file name.	
	3.	Print an original agreement for all Parties.	
	4.	Prepare a signature package; include all original (final) copies, review/concurrence documents, and consultation with SOL (if any).	
	5.	Surname and staple Clearance Sheet to front of signature package and route through Supervisor to responsible Manager.	
Originator – Approvals	1.	Prepare a transmittal letter for other Parties (Appendix E).	
	2.	Send all original copies to other Parties for their signatures.	
	3.	Upon return of all signed originals, route package to the BLM signing official.	
BLM Signing Official	1.	Sign all original agreements and return package to Originating office.	
Originating Office - Distribution	1.	Transmit one signed original agreement to each Party to the agreement.	
	2.	Make a photocopy of the signed agreement for the local (originating) office’s records.	
	3.	Send the original signed BLM agreement, the official file folder with all supporting documentation, and the original Unfunded Agreement Clearance Sheet to the State Records Manager (AZ9540).	
State Records Mgr	1.	Insert execution and expiration dates into Unfunded Agreements Log.	
	2.	Scan the original signed agreement as a pdf file, save it in the e-Central Files folder in the BLMShare directory, and link it to the Unfunded Agreements Log on the internal website.	
	3.	File the original paper copy in the permanent Unfunded Agreements file section of the ASO Central Files.	

Appendix C

UNFUNDED AGREEMENTS CLEARANCE SHEET

Form AZ-1786-1
(March 2009)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT Arizona State Office UNFUNDED AGREEMENT CLEARANCE SHEET		Memorandum of Understanding
		Data Sharing Agreement
		Cooperative Management Agreement
		Contributed Funds
		Other (Specify):

INSTRUCTIONS TO ORIGINATING OFFICE

Route with agreement for review/approval. **Note: Complete BLM/other Parties' reviews before Solicitor review.**

Subject Code:

Agreement Number:

Originator:

Brief Description of Subject:

ROUTING			NON- Concurrence (✓)	COMMENTS (Note: Surname = First Initial and Full Last Name)
TO	SURNAME	DATE		
Originator [Insert Name/Title]				
Responsible Manager [Insert Name/Title]				
Solicitor, if required				
Originator [Insert Name/Title]				
Other SME [Insert Name/Title]				
Supervisor [Insert Name/Title]				
DSD/Manager [Insert Name/Title]				
Originator - hold until Parties sign.				
Signing Official [Name & Title]				
Originating Office – make copy, send originals to other Parties.				
BLM Original to ASO Central Files				

Appendix D

Sample Solicitor Transmittal Letter

[Date]

In Reply Refer To:

1786 (9540)

Agreement No. AZ-[Insert number]

MEMORANDUM

To: [name of attorney], Field Solicitor's Office

From: [name], [Deputy State Director, Field Manager, or District Manager]

Subject: Request for Legal Review of Memorandum of Understanding (MOU)

Enclosed for your review is an MOU developed by the Bureau of Land Management (BLM) Arizona State Office, Division of [Insert], to facilitate cooperation with [Insert brief description or purpose of agreement].

As indicated by the enclosed e-mails and surname notations, all internal BLM reviews have been completed, as have reviews by the [Insert names of other Parties] and their legal counsel. A question has surfaced regarding the following: [Insert issue for legal review].

To facilitate your review, a paper copy of the draft MOU and an electronic Word version on Compact Disk (CD) are provided herein. Please provide your advice/suggestions in a written response to document the official BLM file. Upon completion, please surname the Unfunded Agreements Clearance Sheet where indicated, and return the entire package to my attention.

BLM is aware of the workload in your office and respectfully asks that this request be given suitable consideration when scheduling your work. At your earliest convenience, please provide a projected completion date for your review so we may inform all Parties to this agreement.

If you have any questions, please contact [Originator] at [phone number] or via e-mail at [address].

Appendix E

Sample Transmittal Letter to Obtain Other Party Signature(s)

[Date]

In Reply Refer To:
1786 (9300)
Agreement No. AZ-[Insert number]

Other Party #1
Address
City, State, Zip Code

Dear [name]:

Enclosed, please find [four] original copies of the final Memorandum of Understanding (MOU) developed cooperatively between our offices.

Please ensure that the authorized signing official signs all [Insert number of copies] copies where indicated in Section XI of the MOU. After signing, please forward all copies to Party #2 for their execution and ask them to forward it on to Party #3. When all Parties have signed, please return all original copies to this office for final approval by the authorized official for the Bureau of Land Management (BLM).

If you have any questions, please contact [insert name] at [insert phone number or e-mail address]. Thank you for expediting the execution of this MOU. BLM appreciates the spirit of cooperation reflected in this MOU and looks forward to working with all Parties to accomplish the stated goals.

Sincerely,

[Name of Originator/Program Lead]
[Title]

cc: Party #2
Address

Party #3
Address

Appendix F – page 1**Common Acronyms Used in Unfunded Agreements**

ACEC	Area of Critical Environmental Concern
AFNM	Aqua Fria National Monument
AGFD	Arizona Game and Fish Department
AMP	Allotment Management Plan
A.R.S.	Arizona Revised Statute
ASD	Associate State Director
ASDO	Arizona Strip District Office
ASFO	Arizona Strip Field Office
ASO	Arizona State Office
AUM	Animal Unit Month
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
BOR	Bureau of Reclamation
CEQ	Council on Environmental Quality
CFR	Code of Federal Regulations
CMA	Cooperative Management Agreement
CRDO	Colorado River District Office
DM	District Manager
DO	District Office
DOI	Department of the Interior
DSA	Data Sharing Agreement
DSD	Deputy State Director
EA	Environmental Assessment
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EO	Executive Order
EOY	End of Year
EPA	Environmental Protection Agency

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FEIS	Final Environmental Impact Statement
FLPMA	Federal Land Policy and Management Act of 1976
FM	Field Manager
FO	Field Office
FOIA	Freedom of Information Act
FR	Federal Register
FWS	U.S. Fish and Wildlife Service
FY	Fiscal Year
GBRNCA	Gila Box Riparian National Conservation Area
GCPNM	Grand Canyon Parashant National Monument
GDO	Gila District Office
GIS	Geographic Information System
HFO	Hassayampa Field Office
HMP	Habitat Management Plan
IBLA	Interior Board of Land Appeals
IFNM	Ironwood Forest National Monument
KFO	Kingman Field Office
LCNCA	Las Cienegas National Conservation Area
LEA-NR	Law Enforcement Agreement - Non-Reimbursable
LEO	Law Enforcement Officer
LHFO	Lake Havasu Field Office
LSFO	Lower Sonoran Field Office
MFP	Management Framework Plan
MMS	Minerals Management Service
MOU	Memorandum of Understanding
MTP	Master Title Plats
NCA	National Conservation Area
NEPA	National Environmental Policy Act
NIFC	National Interagency Fire Center
NM	National Monument

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NOAA	National Oceanic and Atmospheric Administration
NOC	National Operations Center
NPS	National Park Service
OHV	Off-Highway Vehicle
OMB	Office of Management and Budget
OSHA	Occupational Safety and Health Administration
OSM	Office of Surface Mining
PDO	Phoenix District Office
P.L.	Public Law
PLO	Public Land Order
PLS	Public Land Statistics
RMP	Resource Management Plan
ROW	Rights-of-Way
SAC	Special Agent in Charge
SD	State Director
SDNM	Sonoran Desert National Monument
SFO	Safford Field Office
SLUP	Special Land Use Permit
SME	Subject Matter Expert
SOL	Office of the Solicitor
SPRNCA	San Pedro Riparian National Conservation Area
SRA	State Records Administrator
SRP	Special Recreation Permit
TFO	Tucson Field Office
U.S.C.	United States Code
USFS	U.S. Forest Service
VCNM	Vermilion Cliffs National Monument
WO	Washington Office
WSA	Wilderness Study Area
YFO	Yuma Field Office