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MEMORANDUM OF AGREEMENT CONCERNING CONTRIBUTION OR
DONATION OF
MONEY FOR MANAGEMENT OF PUBLIC LANDS

Between:

United States Department of the Interior
Bureau of Land Management, Montana/Dakotas State Office
And the
North Dakota Petroleum Council

1. **Purpose:** This Memorandum of Agreement (Agreement) expresses the agreement between the United States Department of the Interior, Bureau of Land Management (BLM), Montana/Dakotas State Office, 5001 Southgate Drive, Billings, Montana and the North Dakota Petroleum Council (NDPC), P. O. Box 1395, Bismarck, North Dakota, concerning NDPC's voluntary contribution or donation of money for BLM Management of public lands.
2. **Authority:** Section 307(c) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1737(c)).
3. **Responsibilities:**
 - a. NDPC shall:
 - i. Donate or contribute up to \$300,000 annually to Montana/Dakotas BLM, beginning in January 2015. All donations are voluntary.
 - ii. Submit a completed DI 3680 form for each donation.
 - b. BLM shall:
 - i. Accept donated or contributed funds and use them to provide resources identified by BLM that are necessary to complete all aspects of timely processing of Applications for Permit to Drill (APDs), Communitization Agreements (CAs), Sundry Notices, Well Completion Reports, as well as work required by the National Environmental Policy Act (NEPA) for analysis associated with APDs or associated realty actions on Federal or Tribal lands.
 - ii. Monitor the expenditure of funds to ensure that the dollar commitment by the NDPC is not exceeded.
 - iii. BLM and NDPC will meet quarterly to discuss successes and challenges

to implementation of the MOA.

- iv. Ensure any donation by the NDPC meets the donation acceptance criteria in 374 DM 6, paragraph 6.6, before acceptance of any donation.

c. Administration; Other Terms and Conditions:

- i. The principal contacts for this Agreement are:
 - 1. Diane Friez, District Manager, Eastern Montana/Dakotas District Manager, 406-233-2827
 - 2. Kari Cutting, Vice President, NDPC, 701-223-6380
- ii. For the purposes of transparency, this MOU will be posted to the BLM website.
- iii. Any records or documents generated as a result of this Agreement shall become part of the official BLM record maintained in accordance with applicable BLM Records Management policies. Any requests for release of records associated with the implementation of this Agreement to anyone outside the participating Parties must be determined based on applicable laws, including the Freedom of Information Act and the Privacy Act. The BLM cannot agree to maintain confidentiality of information received from the NDPC except to the extent that is permitted under the Freedom of Information Act and the Privacy Act.
- iv. The NDPC agrees that all record requests related to program filings, either their own or other entities', will be made through official means. The BLM will not release records to the NDPC based on their participation in this Agreement. Any requests for release of records associated with the work duties of the BLM employees must be determined based on applicable laws, including the Freedom of Information Act and the Privacy Act.
- v. Entering into this Agreement does not provide priority of service. The NDPC understands and agrees that the BLM is responsible for all workload assignments, prioritization, and resource decisions. BLM is solely responsible for any and all employment and personnel decisions and will not disclose the source of funds to any personnel hired using funds provided under this Agreement. Additionally, BLM is solely responsible for all decisions or dispositions with respect to APDs, CAs, and other actions that are the subject of this Agreement.
- vi. This Agreement is effective upon signature by both parties.
- vii. BLM or NDPC may propose changes to this Agreement at any time. Such changes will be in the form of an amendment and will become effective upon signature by both parties.
- viii. Nothing contained in this agreement is intended to create any right or benefit, substantive or procedural, by any third party against the United

