



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Oregon State Office
P.O. Box 2965
Portland, Oregon 97208

IN REPLY REFER TO:

1786/7200 (OR-932)

JUL 30 2004

Johnny Sundstrom, President
Oregon Association of Conservation Districts
3867 Wolverine St NE, Suite 16
Salem, OR 97305

Dear Mr.  Sundstrom.

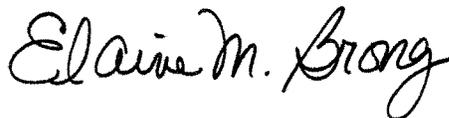
This letter conveys the Bureau of Land Management (BLM) and the Oregon Association of Conservation Districts (OACD) final Memorandum of Understanding (MOU). The MOU describes each agency's commitment to a framework for pursuing common goals and interests on federal and private lands. The MOU formalizes that agreement between BLM and OACD.

We are pleased to have the MOU ready to send to the BLM Districts and the Soil and Water Conservation Districts, recognizing that several of the Districts are already implementing elements of the agreement.

Note that an annual meeting will be convened to review the progress and effectiveness of each agency under the MOU, to discuss issues and concerns that arise over the course of the year, and to identify opportunities for enhanced coordination. BLM looks forward to continued work with OACD.

Please contact John McDonald (OACD) at 503-566-0715 or Rosy Mazaika (BLM) at 503-808-6076 if you have questions or comments.

Sincerely,



Elaine M. Brong
State Director

1 Attachment

1 – Memorandum of Understanding (5pp)

cc: John McDonald, OACD, 3867 Wolverine St. NE, Suite 16, Salem, Oregon 97305
OR-932 (Rosy Mazaika)

MEMORANDUM OF UNDERSTANDING
between
Oregon Association of Conservation Districts
and
Bureau of Land Management Oregon State Office

This Memorandum of Understanding (MOU) is entered into by and between the Oregon Association of Conservation Districts, hereinafter referred to as OACD, acting by and through their President, and the United States Department of Interior (USDI) Bureau of Land Management, Oregon State Office, hereinafter referred to as BLM, acting by and through the State Director.

I. Purpose

This MOU provides for a cooperative working relationship between districts represented by OACD and BLM. It is a framework for cooperation that supports common goals and interests to manage, develop, and protect federal and private land and water resources in an environmentally and economically sound manner, consistent with applicable statutory and regulatory requirements.

Conservation districts provide leadership, technical assistance, and cost share services for conservation of private lands. In many cases, district interests are consistent with priorities for adjacent federal lands. The purposes of this MOU are to identify areas of common interest between OACD and BLM, to improve coordination and communication in order to address these interests, and to provide a means for effective transfer of resources between OACD and BLM.

This MOU establishes broad principles under which OACD and BLM will work to improve communication and cooperation. It is anticipated that this MOU will serve as the foundation for subsequent district or program-specific service agreements.

II. Background

The Oregon Association of Conservation Districts (OACD), organized in 1948, is a voluntary, nonprofit association of Oregon's 45 conservation districts. OACD's mission is to provide leadership, information, and state representation to advance the interests of soil and water conservation districts for the conservation and wise use of Oregon's natural resources. Oregon's conservation districts are formed under Oregon Revised Statutes 568.210-933, with a broad range of powers and authorities, including the authority to levy ad valorem taxes [ORS 568.806-808], to lead local efforts to plan and implement conservation measures and watershed improvements on agricultural, forest, and other urban and rural lands, often in collaboration with Federal, State, and local agencies. OACD is a member of the National Association of Conservation Districts (NACD) which represents a network of nearly 3,000 conservation districts.

It is NACD's philosophy that local leadership and grassroots decision making are keys to successful resource management and protection. NACD supports local conservation districts in taking lead roles to administer "locally-led" conservation processes and provides technical, administrative, and policy support to local conservation districts and their state associations.

BLM manages upwards of 16 million acres in Oregon and Washington with responsibility for surface and subsurface resources including mineral estates. These public lands and resources are administered in a way that best serves the needs of the American people, based on the principles of multiple use and sustained yield and in accordance with Federal statutory requirements. BLM encourages and participates in local, regional, and national coalitions to further meet the long-term needs of future generations for both renewable and non-renewable resources.

III. Authority

Section 101(b) of the National Environmental Policy Act of 1969 encourages the Federal government to improve and coordinate Federal plans, functions, programs, and resources. Additionally, Section 307(b) of the Federal Land Policy and Management Act (FLPMA), 43 U.S.C. 1737, authorizes the Secretary of Interior to cooperate with others to conduct studies; to accept contributions, donations, and volunteer services; and to enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands. The MOU is consistent with Federal statute and seeks to further the objectives of FLPMA through coordination of activities on non-federal lands. This MOU provides a vehicle for accomplishing this objective.

IV. Commitments

Conservation districts and BLM share common objectives to conserve soil and water resources and manage natural resources for long-term health and productivity. In Oregon, the BLM State Office works with OACD to identify common goals and objectives that meet both organizations' missions. At the local level, BLM Districts may provide technical support and through cost-share agreements and other service agreements will work collaboratively with conservation districts to promote sound resource management through the locally led conservation process.

These efforts will help to develop and implement BLM Resource Management Plans and Soil and Water Conservation District (SWCD) Business Plans for cooperative conservation activities on private land that can benefit neighboring public land resources.¹ Specifically, in Oregon BLM Districts may pursue cooperative efforts to address drought; sage grouse management and conservation; management of noxious and invasive species; fire rehabilitation; rangeland health assessments, ecological site descriptions, and assessments of proper functioning condition; coordination of Clean Water and Endangered Species Act compliance actions (e.g. Agricultural Water Quality Management Plans and Water Quality Restoration Plans); and conflict prevention or resolution.

In support of these common objectives, BLM and OACD mutually agree to:

- A. Convene annual meetings to consider goals, objectives, and priorities and to identify potential areas for collaboration.

¹ A partnership between BLM Districts and SWCDs involved in community fire plans and the wildland urban interface development process will form the foundation for SWCD implementation of conservation and rural development projects related to fuels reduction, biofuels products, and job creation utilizing the Healthy Forest Initiatives, Stewardship Contracting, and National Fire Plan funds.

- B. Designate liaisons and technical experts to coordinate activities at state and local levels.
 - C. Coordinate annual budget priorities.
 - D. Conduct program and technical coordination meetings, as necessary.
 - E. Cooperate in the exchange of BLM and conservation district program, technical, and scientific information.²
 - F. Initiate joint planning studies and demonstration projects.
 - G. Conduct training, conferences, seminars, and education programs, together or in collaboration with other parties.³
 - H. Identify information gaps and seek opportunities for field application of new technology.
 - I. Develop partnership agreements or service agreements to address issues of regional or local concern but within the parameters of this MOU. Any regional or local agreements will incorporate the provisions contained in Sections IV and V of this MOU, and will also be consistent with applicable statutory requirements.
 - J. Meet periodically to assess progress and develop strategic plans to accomplish common objectives.
- V. Duration and Limitations:
- A. This MOU becomes effective upon the date of signature by both parties.
 - B. This MOU will continue for five years from signature date unless canceled, extended, or renewed, in accordance with subsections V.C and D.
 - C. This MOU may be extended or renewed prior to expiration if all participants agree there is a continuing need for this agreement. The terms or conditions of such extension or renewal will be in writing and require the signature of the BLM State Director and the OACD President.
 - D. This MOU may be renegotiated or canceled at any time at the initiative of either party, following at least 30 days written notice to the other party.

² Information not available to conservation districts as a result of the MOU includes: 1) information exempt from disclosure under the Freedom of Information Act, 5 U.S.C. Section 552, and other applicable statutes; 2) information protected by the Privacy Act, 5 U.S.C. Sec 552a, as amended; and 3) information subject to protective orders.

³ Use of federal funds to support training is subject to applicable regulations. Federal employee participation in training sessions funded by conservation districts without charge to the Federal government will be in accordance with the requirements of 5 CFR 410, Subpart E, which addresses the acceptance of contributions, awards, or payments from non-governmental organizations as related to training.

- E. Nothing in this agreement may be construed to obligate BLM or the United States to any current or future expenditure.
- F. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities.
- G. Any information furnished to BLM under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- H. Modifications within the scope of this agreement shall be made by mutual consent of the parties which shall be documented by issuing a written modification, signed and dated by all parties, prior to any changes being performed.
- I. This agreement in no way restricts BLM or OACD from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be managed 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 instrument does not provide such authority. Specifically, this instrument does not establish authority for non-competitive award to the cooperators of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

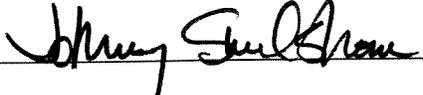
K. Principal Contacts for this MOU are:

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Johnny Sundstrom
President
Oregon Association of Conservation Districts


8/11/04
Date

Elaine Marquis-Brong
State Director
Oregon State Office


7/30/04
Date