

W.S.A.

BLM Subject Function Code OR-933 1610 WOPR  
MOU Control Number MOU-BLM-OR933-\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OREGON STATE OFFICE BUREAU OF LAND MANAGEMENT AND  
LANE COUNTY IN OREGON, AS A COOPERATING AGENCY  
FOR REVISION OF  
RESOURCE MANAGEMENT PLANS AND ASSOCIATED  
ENVIRONMENTAL IMPACT STATEMENTS  
FOR THE BLM DISTRICTS WITH LANDS WITHIN  
LANE COUNTY

1. INTRODUCTION:

Under federal law, BLM is must develop, maintain and when appropriate revise land use plans e.g. Resource Management Plans (RMPs) for the use of areas of public lands.. The RMP must conform to requirements of the National Environmental Policy Act (NEPA). BLM has the responsibility for the content of the RMP and its conformance to NEPA, including the Draft Environmental Impact Statement (DEIS) and the Final Environmental Impact Statement (FEIS). The Bureau of Land Management ("BLM") intends to revise existing Resource Management Plans and prepare an Environmental Impact Statements ("RMPs/EIS") for land management activities conducted on public land within the Salem, Eugene, Roseburg, Coos Bay and Medford Districts as well as for the Klamath Falls Resource Area of the Lakeview District.

Under Oregon law, Lane County has interests in all county activities, including those activities taking place on lands managed by BLM; therefore, it has a high level of interest in the outcome of the RMPs/EIS. BLM recognizes that Lane 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 resources, economic growth and development, county planning, transportation, and other county matters, all of which may be affected in the RMP/EIS.

Additionally, BLM and Lane County both have obligations to the public in maintaining the quality of the human environment, the regional economy, the sustainability of local communities, public health, and the regional resource base.

40 CFR 1508.5 authorizes State or local agency to become a cooperating agency by agreement with the lead agency. BLM as the lead Agency is responsible for requesting the participation of other federal, state, and local government agencies and entities, which

have jurisdiction by law in these Districts, or have special knowledge or expertise to be cooperators in RMPs.

The description and duties of a cooperating agency are found at 40 Code of Federal Regulations (CFR) 1501.6(b). In general, a cooperating agency will:

- (1) Participate in the NEPA process at the earliest possible time.
- (2) Participate in the scoping process (described in 40 CFR 1501.7).
- (3) Assume on request of the land agency responsibility for developing information and preparing environmental analysis including portions of the environmental impact statement concerning which the cooperating agency has special expertise.
- (4) Make available staff support at the lead agency's request to enhance the latter's interdisciplinary capability.
- (5) Normally use its own funds. The lead agency shall, to the extent available funds permit, fund those major activities or analyses it requests from cooperating agencies. Potential lead agencies shall include such funding requirements in their budget requests.

40CFR 1501.6(C) provides that a cooperating agency may, in response to a lead agency's request for assistance in preparing the environmental impact statement, reply that other program commitments preclude any involvement or the degree of involvement requested in the action that is the subject of the environmental statement.

Pursuant to this Memorandum of Understanding ("MOU"), Lane County (the "County") will participate as a nonfederal cooperating agency in the revision of the RMPs and preparation of an EIS(s) for the BLM District(s) that have lands within the County.

The purpose of this (MOU) is to clarify responsibilities of the BLM and the County and to specify conditions and procedures to be followed in the revision of the RMPs and preparation of an EIS. This MOU does not alter the authorities of either party to make decisions concerning management of lands under their respective jurisdictions.

Accordingly, the parties mutually agree as follows:

## II. GENERAL PROVISIONS:

### A. Responsibilities of the BLM and the County.

1. The BLM shall ensure compliance with the Council on Environmental Quality guidelines of the National Environmental Policy Act (NEPA) (40 CFR 1500-1508), and all other appropriate regulations and guidelines relating to NEPA and land management planning. The BLM, in consultation with cooperating agencies, shall determine the scope of the RMP/EIS and evaluate all information submitted by the cooperating agencies or others. The BLM shall assure that all environmental issues, impacts and reasonable alternatives are appropriately analyzed and described in the RMP/EIS. The BLM will insure that the range of

alternatives considered for the RMP/EIS and the selection of the preferred alternative are consistent with the Settlement Agreement in American Forest Resource Council v. Clarke, Civ. No. 94-1031-TPJ. The BLM shall coordinate activities with the County and other cooperating agencies, as necessary, to prepare and distribute the RMP/EIS.

2. For the activities covered by this MOU, the 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.
3. The County will provide advice and information to the BLM throughout the planning process to enhance interdisciplinary capability. The County may be asked to provide information or data on particular issues, including social and economic issues, that are within particular areas of expertise of the County, and the County may assemble and present the data or information with the assistance of experts retained by the County or the Association, but nothing in this MOU obligates the County to expend funds at the request of the BLM in furtherance of activities contemplated by this MOU.
4. The County as a cooperating agency may participate at various points in the process. The BLM and the County will mutually develop a schedule identifying the aspects of the process that would be most appropriate for County participation. The schedule may include the following activities: 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, assist preparation of all documents including the preliminary draft and final RMP/EIS, development and selection of the proposed alternative, assist with development and drafting of the record of decision, assist 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.

5. If the County makes special expertise available for the plan revision process, the BLM may ask the expert to participate in the interdisciplinary team process as a member of a resource/issue team.
6. The BLM has the sole responsibility for releasing information and documents to the public. The County recognizes that not prematurely releasing information or documents concerning preliminary matters is essential to the free exchange of ideas and information. The County hereby agrees to not to prematurely release information and documents that originate from the BLM or other cooperating agencies. The premature release of pre-decisional information or documents is grounds for terminating this MOU. If the County receives requests for records they will forward the request for BLM.

**B. Review and Comment on Documents**

1. Any planning documents sent to District Managers for review will also be sent to cooperating agencies for their review and comment.
2. The County shall provide comments on documents. If the County is satisfied that its views are adequately reflected in the document, it will comment accordingly. If the County determines that the document is incomplete, inadequate, or inaccurate, or the County disagrees with any analysis or other content of the drafts, it will promptly make such specific comments.

**C. Dispute Resolution**

1. Disputes between the BLM and the County concerning the content of the RMP/EIS shall be resolved through good-faith efforts between the cooperators themselves. In all instances involving questions regarding content or relevance of environmental data and analyses, evaluation and wording in preparing the RMP/EIS and Record of Decision, the BLM shall make the final determination on the inclusion, deletion or modification of such items in the document.
2. Should the BLM or the County prove unable to resolve disputes concerning the RMP/EIS or the record of decision 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.

### III. ADMINISTRATION.

#### A. Modification and Termination.

This MOU may be modified at any time by the mutual written agreement of the parties. Any party to this MOU may terminate the same upon thirty (30) days written notice to other party. During this period, the parties shall make good-faith efforts to resolve any disagreement.

#### B. Authority to Enter Into This Agreement.

CEQ - Regulations for Implementing NEPA say a "State or local agency of similar qualifications ... may by agreement with the lead agency become a cooperating agency." (40CFR1508.5) The Federal Land and Policy Management Act allows the BLM to enter into cooperative agreements for management of public lands. (43USC 1737 sec 307b)

#### C. Non-Fund Obligating 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 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.

#### D. List of Contacts.

BLM Contacts:	Dick Prather	503-326-2354
	Jerry Hubbard	503-326-2355
County Contacts:	Van Manning	253-549-0074
	Rocky McVay	503-469-4935
	Kevin Davis	503-517-2405

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This MOU will be effective as of the last date signed below and will remain effective through December 31, 2008, at which time it will expire unless extended in writing.

BUREAU OF LAND MANAGEMENT, STATE OFFICE

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

LANE COUNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_