

**MEMORANDUM OF UNDERSTANDING**  
**Between the COW CREEK BAND OF UMPQUA TRIBE OF INDIANS**  
**And**  
**U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND**  
**MANAGEMENT**  
**MEDFORD AND ROSEBURG DISTRICTS**  
**Regarding**  
**CO-STEWARDSHIP ON BLM-MANAGED LANDS**

**A. PURPOSE**

The purpose of this memorandum of understanding (MOU) is to develop and expand a framework for cooperation between the Cow Creek Band of Umpqua Tribe of Indians (Tribe) and the Bureau of Land Management (BLM) on mutually beneficial programs, projects, and other activities on BLM-managed lands to achieve certain management objectives intended to address the following identified needs:

- Protection of cultural resource values at risk;
- Reduction of hazardous fuels and reduced risk of catastrophic fire;
- Contributing to the supply of forest products to support the local economy;
- Promoting forest ecosystem health, watershed health, wildlife diversity, fish diversity, and other ecological restoration needs; and,
- Coordinating access and road use activities.

Such programs, projects, and activities will complement existing BLM management practices. In addition, this MOU will further the Department of the Interior's (DOI) priorities to build healthy communities and economies, advance environmental justice, and strengthen the government-to-government relationship with sovereign Tribal Nations.

**B. AUTHORITY**

**Guiding Tribal Authorities**

The following nonexclusive list of authorities permit the Tribe to execute this MOU:

- a. Pursuant to Article VII, Section 1(a) of the Tribe's Constitution, the Board has the power to "negotiate with the Federal, state and local governments on

behalf of the Tribe and advise and consult with representatives of the Department of the Interior or any other federal, state or local department, agency or office on all activities of those agencies or offices that may affect the Tribe” and

- b. Pursuant to Article VII, Section 1(b) of the Tribe’s Constitution, the Board has the power to “represent the Tribe before Federal, state and local governments and their departments and agencies” and
- c. Pursuant to Article VII, Section 1(d) of the Tribe’s Constitution, the Board has the power to “administer the affairs and assets of the Tribe, including Tribal lands” and
- d. Pursuant to Article VII, Section I(t) of the Tribe’s Constitution, the Board has the power to “have such other powers and authority necessary to meet its obligations responsibilities, objectives, and purposes as the governing body of the Tribe.”

### **BLM Authorities**

This MOU is entered into under the authority of section 307(a) and (b) of the Federal Land Policy and Management Act of 1976 (FLPMA), 43 U.S.C. § 1737(a) and (b). Implementation of this MOU shall be guided by the following authorities including, but not limited to:

- a. Western Oregon Tribal Fairness Act of 2018, Public Law 15-103
- b. FLPMA § 202(c)(9), (43 U.S.C. §§1701-1785)
- c. Oregon and California Revested Lands Sustained Yield Management Act of 1937, (43 U.S.C. § 2601 *et seq.*)
- d. Tribal Forest Protection Act of 2004, Public Law 108-278, 118 Stat. 868 (codified at 25 U.S.C. § 3101 *et seq.*)
- e. Healthy Forests Restoration Act of 2003, Public Law 108-148, 117 Stat. 1887 (2003) as amended through P.L. 117-328, enacted December 29, 2022;
- f. Stewardship End Result Contracting Projects, 16 USC § 6591c (2021);
- g. Energy Policy Act of 2005, Public Law 109-58, 119 Stat. 594 (2005);
- h. Recreation and Public Purposes Act, Public Law 83-387, 68 Stat. 173 (June 4, 1954) (codified at 43 U.S.C. § 869 *et seq.*)
- i. Indian Tribal Energy Development and Self-Determination Act Amendments of 2017, Pub. L. No. 115-325, 132 Stat. 4445 (2018);
- j. Agriculture Improvement Act of 2018, Pub. L. No. 115-334, § 8624 (Good Neighbor Authority), 132 Stat. 4490 (2018) 16 U.S.C. 2113a;

- k. Indian Self-Determination and Education Assistance Act, Public Law 93-638, 88 Stat. 2203 (1975) (638 Self-Determination Contracts);
- l. Small Tracts Act, Public Law 97-465, 96 Stat. 2535 (1983);
- m. Buy Indian Act, 25 USC § 47 (2021); and,
- n. Joint Secretarial Order 3403 on Fulfilling the Trust Responsibility to Indian Tribes in the Stewardship of Federal Lands and Waters (S.O. 3403, November 15, 2021).

With passage of the Western Oregon Tribal Fairness Act (WOTFA), forest lands that had been part of the BLM Roseburg District were put into trust for the Tribe. The Tribal Forest Protection Act (TFPA) authorizes the Secretary of the Interior to give special consideration to Tribally proposed stewardship contracting or other projects on BLM-administered lands bordering or adjacent to certain Indian trust land to protect the Indian trust land or a Tribal community from fire, disease, or other threats coming off of that BLM land.

In addition to WOTFA and TFPA, Secretarial Order (SO) 3403 seeks to protect the treaty, religious, subsistence, and cultural interests of federally recognized Indian Tribes by laying out a framework for co-stewardship, including, inter alia, making collaborative agreements with Indian Tribes, supporting opportunities to empower Tribal stewardship, and ensuring Tribal governments play an integral stewardship role through consultation, capacity building, and other means consistent with applicable authority.

## **C. THE PARTIES**

### **Cow Creek Band of Umpqua Tribe of Indians**

The Cow Creek Band of Umpqua Tribe of Indians is a federally recognized Indian tribe. The Tribe has interest in the use, conservation, protection, preservation, and management of the natural and cultural resources on lands that the Tribe recognizes as its ancestral, aboriginal lands and as its lands of modern interest, including lands currently administered by the BLM. The Tribe continues to conduct its traditional cultural practices on lands currently administered by the BLM.

The Tribe is a sovereign government whose interests include protecting and preserving Tribal treaty, trust, and reserved rights and interests within Tribal usual and accustomed areas on lands ceded to the United States and in aboriginal use areas, including protecting trust lands and Tribal members from hazardous forest

fires and conditions, promoting healthy and resilient forests, and promoting business enterprises to support the welfare and economic self-sufficiency of its members and the local community.

### **Bureau of Land Management**

The BLM, an agency of the DOI, manages approximately 245 million surface acres in the United States. The FLPMA sets forth the agency's comprehensive mission to manage the public lands for a variety of uses to benefit present and future generations. The BLM manages public lands for such uses as outdoor recreation, livestock grazing, and mineral development, and acts as a steward of natural, historical, cultural, and other resources on public lands for future generations. Most BLM-managed public land is in 12 western states, including Alaska.

### **D. STATEMENT OF MUTUAL INTERESTS AND OBJECTIVES**

The Tribe and the BLM recognize that over the past decade forests within the Tribe's ancestral area and lands currently administered by the BLM have been subjected to uncharacteristic, high-intensity wildfires. Decades of successful fire suppression efforts have created forest conditions in some areas that are not conducive to the long-term health of native plants and animals, and there is now growing public recognition and acceptance that an active management regime is necessary to protect forest ecosystems – regardless of ownership, over the long term – including the reduction of hazardous forest fuels in coordination with the completion of other forest management and restoration activities.

Because the BLM Medford and Roseburg Districts have more acres requiring treatment and/or restoration than can be treated using available appropriations provided by Congress, forest management treatments and/or restoration projects over the long term will benefit from unique collaborative partnership and co-stewardship opportunities which can add significant additionality to on-the-ground management activities and planning efforts.

The Tribe has professionally managed its own extensive forests and has specialized knowledge and expertise to ensure the appropriate restoration and/or treatment of Tribally significant resources, long-term forest fuel reduction, forest health remediation, and other forest management efforts on public lands within its ancestral territory. The BLM recognizes that natural resources are vital to the Tribe's traditional and cultural lifeways.

As distinct from general public trust responsibilities, the United States Government has a unique legal relationship with Native American tribes as set forth in the Constitution of the United States, treaties, statutes, executive orders, and court decisions. The BLM recognizes the federal government's trust responsibility to the Tribe. The Tribe and the BLM agree that a formal government-to-government relationship exists between them. The Tribe and the BLM have developed a strong working relationship with a focus on government-to-government consultation and collaboration on resource management plans, proposals, actions, and policies and setting forth a framework for governmental relations, coordination, and collaboration efforts between the agencies.

The Tribe and the BLM desire to develop a collaborative stewardship framework to guide and inform resource management decisions on federal lands administered by BLM in a manner that seeks to protect the Tribe's treaty, religious, subsistence, and cultural interests and to support the identified management objectives listed below, consistent with applicable authorities.

The Tribe and the BLM share the following management objectives for the co-stewardship of BLM lands and waters in a manner that seeks to protect the Tribe's treaty, religious, subsistence, and cultural interests.

1. Protect Tribal treaty, trust, and reserved resources, including Tribal cultural and subsistence foods and materials and the landscape that supports such resources.
2. Recognize the uniqueness of Tribal laws and authorities for governing forest management activities on Tribal Trust lands; the Tribe's interests in reacquiring ancestral lands; and the importance of meaningful government-to-government consultation opportunities between BLM and the Tribe on proposed Resource Management Plans or Amendments as well as activities, developments, or uses on the BLM-administered lands that may affect the Tribe's treaty, religious, subsistence, and cultural interests.
3. Collaborate and cooperate in order to sustain the health, diversity, and productivity of BLM-administered public lands for the use and enjoyment of present and future generations.
4. Enhance the health, stability, growth, and vigor of forest stands. Protect forestlands from threats such as uncontrolled wildfire, diseases, and invasive and noxious species.

5. Protect and conserve water resources, which includes watershed health and productivity, water quantity, and water quality. Maintain water quality within the range of natural variability.
6. Prevent the introduction of invasive species and the spread of existing invasive species infestations.
7. Protect BLM-administered lands that have important resource values by withdrawing them, where necessary, from the implementation of nondiscretionary public land and mineral laws.
8. Provide for conservation and contribute toward the recovery of plant species.
9. Protect air quality and prevent exceedances of ambient air quality standards.
10. Preserve and protect cultural resources to ensure they are available for present and future generations.
11. Maintain or enhance the inherent soil functions (e.g., ability of soil to take in water, store water, regulate outputs for vegetative growth and stream flow, and resist erosion or compaction) of managed ecosystems.
12. Actively manage the land to restore and maintain resilience of ecosystems to wildfire and decrease the risk of uncharacteristic, large, high-intensity/high-severity wildfires.
  - a. Reduce hazardous fuels, where appropriate.
  - b. Reduce fire risk to adjacent Tribal lands, other Tribal treaty, trust, and reserved resources, communities, and municipal water supplies.
13. Manage fuels to reduce wildfire hazard, risk, and negative impacts to communities and infrastructure, landscapes, ecosystems, and highly valued resources.
14. Improve the distribution and quantity of high-quality aquatic habitat across the landscape. Maintain and restore access to stream channels for all life stages of aquatic species.
15. Conserve and recover wildlife species and the ecosystems on which they depend. Implement conservation measures that reduce or eliminate threats to species.
16. Facilitate the use of prescribed fire or vegetation removal to promote healthy forests and other lands. Reintroduce fire in fire-dependent ecosystems.
17. Explore solutions for hazardous fuel reduction and biomass removal on federal, private, and Tribal lands.
18. Provide for renewable and nonrenewable resources, including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish,

and natural scenic, scientific, and historical values and the associated economic benefits to the community.

19. Collaborate on the systematic gathering of information to improve land management.

#### **E. THE BUREAU OF LAND MANAGEMENT AGREES TO:**

- Work with the Tribe to identify appropriate opportunities for cooperation, such as hazardous fuels reduction projects, trail and other recreation development projects, silviculture projects, management of road rights of way and agreements, and similar activities,
- Endeavor to cooperate on such activities with the Tribe, such as through the development of mutually beneficial work projects and activities, contingent upon availability of funds and personnel and subject to compliance with applicable laws, regulations, BLM land-use and activity plans, and other BLM policy priorities.
- Where appropriate, work with the Tribe to identify funding opportunities for projects, programs, facilities, and other activities from sources outside of federal appropriations and programs, such as state-sponsored or private grant programs, subject to compliance with applicable federal laws and regulations.
- Unless otherwise provided by federal statute, the BLM recognizes and honors the Tribe's inherent authority to apply Tribal laws and ordinances in carrying out the provisions of this MOU.

#### **F. THE COW CREEK BAND OF UMPQUA TRIBE AGREES TO:**

- Work with the BLM to engage with and educate BLM staff, stakeholders, and other interested entities about issues and opportunities with BLM on mutually beneficial projects or activities.
- Collaborate with the BLM on mutually beneficial implementation, maintenance, recreation, transportation, construction, and other projects.
- Any activities conducted by the Tribe under this MOU are done under the Tribe's inherent sovereignty and its immunity as a sovereign.

#### **G. MUTUAL AGREEMENTS AND UNDERSTANDINGS**

The parties will collaborate on the identification of potential projects and, where appropriate, create additional future agreements to implement those projects,

consistent with applicable authorities and contingent upon availability of funds and personnel. It is expected that the planning process for individual implementation projects may include interested stakeholders and will comply with the BLM's governing land use plans.

The BLM and the Tribe will strive to assess the best scientific and other site-specific information as relevant to the management considerations, project development considerations, and other applicable considerations used in making decisions under this MOU and future agreement instruments.

Consistent with applicable authorities, the BLM and the Tribe will cooperate on planning and implementing programs and projects where mutual interests can be well-served, such as identification of opportunities for sharing of resource databases, historic archives, personnel, and contracting solicitations. Additional agreements, permits, and/or other instruments may be required prior to implementation of activities on BLM-administered lands for sharing resources and/or transferring anything of value.

This agreement in no way supersedes applicable Treaties, statutes, executive orders, regulations, applicable land use plans, federal court decisions, other policies, authorities, or jurisdictions of the Tribe or the BLM.

Direct contacts between the Tribe and the BLM are in no way limited by this MOU. Rather, such contacts are encouraged to promote more effective communication and coordination.

Nothing in this MOU may be construed to obligate the United States, the Department of the Interior, or the BLM to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving an agreement for reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors or agreements will be outlined in separate agreements that must be made in writing by representatives of the parties and must be independently authorized by appropriate statutory authority.

This MOU does not establish authority for a noncompetitive award to the Tribe of any contract or other agreement. Any contract or agreement for services must comply fully with all applicable requirements. Nothing in this MOU will be construed to affect the authorities of the participants, bind them beyond their



respective authorities, or require any of the participants to obligate or expend funds.

Unless otherwise exempted, information furnished to the BLM by the Tribe under this instrument is subject to the Freedom of Information Act (5 U.S.C. § 552). The BLM will notify the Tribe of all FOIA requests prior to releasing information provided by the Tribe that might qualify as privileged commercial information.

This MOU in no way restricts the BLM or the Tribe from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

The Tribe and the BLM and their respective agencies and offices will manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will conduct its separate activities in a coordinated and mutually beneficial manner.

During the performance of this MOU, all parties will abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability. In addition, every effort will be made to provide Indian preference.

Nothing herein is intended to conflict with current DOI, BLM, or Tribal directives. If any term of this MOU is deemed inconsistent with those directives, then the portions of this agreement that are inconsistent shall be invalid; but the remaining terms and conditions will remain in full force and effect.

This MOU becomes effective upon the last signature of the BLM and the Tribe and, unless terminated, will be in effect for 5 years, at which time this MOU will automatically terminate unless renewed by the BLM and the Tribe. The BLM and the Tribe each reserve the right to withdraw unilaterally from this agreement, or any part thereof, at any time upon 30 days prior written notice to the other party (at the addresses set forth below or as otherwise indicated).

Modifications to this instrument must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.

This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner

to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute). This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any BLM obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

**Dispute Resolution:** In the event of any disagreement between the parties regarding their obligations under this MOU that cannot be resolved between the parties in a reasonable time, either party may refer the disagreement to the BLM OR/WA State Director and the Tribal Chair, who will timely resolve the issue. The decision of the BLM OR/WA State Director and the Tribal Chair will be the final decision for purposes of resolving the issue.

**Principal Contacts:**

<p><b>Tribe Program Contact</b>          Jason Robison, Land and Resources Officer          Cow Creek Band of Umpqua Tribe          2371 NE Stephens St. Suite 100          Roseburg OR 97470          (o) 541-677-5516 or (cell) 541-670-0937          Jrobison@cowcreek-nsn.gov</p>	<p><b>Tribe Administrative Contact</b>          Michael Rondeau, CEO          Cow Creek Band of Umpqua Tribe          2371 NE Stephens St. Suite 100          Roseburg OR 97470          (o) 541-677-5575 or (cell) 541-580-5540          Mrondeau@cowcreek-nsn.gov</p>
<p><b>BLM Roseburg District</b>          Heather Whitman, District Manager          777 NW Garden Valley Blvd.          Roseburg, OR 97471          (o) 541-464-3200 or (cell) 435-704-1190</p>	<p><b>BLM Medford District</b>          Elizabeth Burghard, District Manager          3040 Biddle Road          Medford, OR 97504          (o) 541-618-2411 or (cell)</p>

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU.

*Carla Keene*

*June 30, 2023*

Carla Keene

Date

Cow Creek Band of Umpqua Tribe of Indians

(Authorized by Tribal Resolution Number: \_\_\_\_\_)

*Elizabeth R Burghard*

*June 30, 2023*

Elizabeth Burghard

Date

District Manager, Medford District

*Heather Whitman*

*6/30/2023*

Heather Whitman

Date

District Manager, Roseburg District