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April 9, 2026

BCC Agenda Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Memorandum of Understanding with the Bureau of Land Management to serve as a Cooperating Agency for the Western Oregon Resources Management Plan Revision and designation of a County representative. No fiscal impact. No County General Funds are involved.**

**Previous Board Action/Review:** Briefed at Issues 4/7/2026

**Performance Clackamas:** Vibrant Economy

**Counsel Review:** Yes-Andrew Naylor

**Contact Person:** Emily Klepper

**Procurement Review:** N/A

**Contact Phone:** 971-219-4461

**EXECUTIVE SUMMARY:** The Bureau of Land Management is currently revising its Resource Management Plans for Northwest and Coastal Oregon and Southwestern Oregon/Washington. These plans establish a long-term framework for managing federal lands, including timber production, habitat conservation, wildfire risk reduction, and recreation.

Clackamas County includes approximately 90,000 acres of Oregon and California (O&C) land managed by the Bureau of Land Management (BLM). Decisions related to these lands have direct and lasting implications for the County's economy, public services, environmental resources, and community well-being. Entering a Memorandum of Understanding (MOU) would provide the County with early access to planning information and a structured role in shaping alternatives at a stage when engagement is most effective. Without this designation, the County's role would be limited to submitting comments after key elements of the plan have already been developed.

Accordingly, three determinations are before the Board of County Commissioners: whether to participate as a cooperating agency through execution of the MOU; who to designate as the County's primary representative; and who

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to designate as an alternate, to ensure continuity of engagement and sustained influence throughout the process.

Participation as a cooperating agency does not confer decision-making authority. Still, it allows the County to more effectively represent local interests, contribute technical and policy input, and engage with federal partners throughout the planning process.

**RECOMMENDATION:** Staff respectfully request that the Board of County Commissioners approve this Memorandum of Understanding and authorize Chair Roberts to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Gary Schmidt  
County Administrator

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES DEPARTMENT OF THE INTERIOR,  
BUREAU OF LAND MANAGEMENT, OREGON/WASHINGTON  
AND  
CLACKAMAS COUNTY, OREGON  
AS A COOPERATING AGENCY  
FOR THE REVISION OF THE NORTHWESTERN AND COASTAL OREGON  
RECORD OF DECISION AND RESOURCE MANAGEMENT PLAN AND  
SOUTHWESTERN OREGON RECORD OF DECISION AND RESOURCE  
MANAGEMENT PLAN**

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between Clackamas County (Cooperator) and the Department of the Interior, Bureau of Land Management (BLM), Oregon/Washington State Office, for the purpose of preparing a Revision of the 2016 Northwestern and Coastal Oregon Resource Management Plan and Southwestern Oregon Resource Management Plan (2016 RMPs) and the Environmental Impact Statement (EIS) for these plans.

The BLM is the lead Federal agency for the development of the RMP Revision process. The BLM acknowledges that the Cooperator has special expertise applicable to the RMP Revision process, as defined at 42 U.S.C. 4336a(a)(3). This MOU describes responsibilities and procedures agreed to by the Cooperator and the BLM (the Parties).

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the BLM's regulations (in particular, 43 CFR 1610.3-1 (b) and 43 CFR 46.225).

This Resource Management Plan (RMP) Revision is being undertaken on an expedited basis to advance implementation of Executive Order (EO) 14223, Threat to National Security From Imports of Timber, Lumber, and Their Derivative Products; Executive Order (EO) 14225, Immediate Expansion of American Timber Production; and the directives set forth in the One Big Beautiful Bill. The revision will be conducted pursuant to updated National Environmental Policy Act (NEPA) regulations intended to streamline procedural requirements.

## **I. OBJECTIVE**

The purposes of this MOU are:

- A. To designate Clackamas County as a cooperating agency in the RMP/EIS process.
- B. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMP/EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for completion of the RMP/EIS and the Record of Decision (ROD).
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

## **II. AUTHORITY**

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
  1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq., as amended by Pub. L. 118-5 (Fiscal Responsibility Act of 2023)).
  2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
  3. The Oregon & California Lands Act of 1937 (43 U.S.C. 2601 et seq.).

## **III. PROCEDURE**

The Parties acknowledge that the accelerated schedule may require abbreviated review periods, reduced opportunities for interagency coordination, and expedited collaboration. Each Party accordingly agrees to exercise due diligence, communicate in a timely manner, and engage in good-faith efforts to meet the compressed timeline and ensure efficient completion of the RMP Revision.

### A. BLM Responsibilities:

1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft RMP/Draft EIS, the Proposed RMP/Final EIS, and the ROD. The BLM's responsibilities include determining the purpose and need for the RMP, selecting alternatives for analysis,

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identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, BLM will follow all applicable statutory and regulatory requirements.

2. The BLM will consider the comments, recommendations, data, or analyses provided by the Cooperator in the RMP Revision process, regarding those topics on which the Cooperator is acknowledged to possess special expertise.

B. Cooperating Agency Responsibilities:

1. Protect all proprietary information and data collected and agree not to release these materials to individual entities other than the parties to this MOU and their contractors unless required by the Freedom of Information Act and State public records laws.
2. Public Records: Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.
3. Along with other involved Cooperating Agencies, participate in the planning process (e.g., attend cooperating agency meetings when necessary), to the extent possible within the BLM's schedule for the RMP Revision.
4. Respond to BLM requests for information relevant to the project's potential impact on resources within the action area for which the Cooperator has special expertise, which includes social and economic aspects of the county, to the extent possible within the BLM's schedule for the RMP Revision.
5. The Cooperator will use its own funds for activities in furtherance of this MOU, unless funding is otherwise provided for in separate agreements with the BLM. In no event is the Cooperator obligated under this MOU to incur any expense, except as it may choose to do so in furtherance of its participation hereunder.
6. Cooperators are not sponsors as provided for in 43 USC 4336a(f) and 43 USC 4336a(g)(3).
7. Nothing about this agreement shall grant cooperators a right to sue if schedules are not met.
8. Cooperating Agency Representative:

- a. For the activities covered by this MOU, Clackamas County will be represented by \_\_\_\_\_, as outlined in Attachment B.
- b. Representatives may be changed at any time by written notice to the BLM.

C. Responsibilities of the Parties:

1. The Parties agree to consult regarding the schedule for the RMP Revision. In this context, consult means that the BLM will seek, discuss, and consider the views of the other Parties regarding the schedule when feasible and inform cooperators of schedule changes as early as possible after they occur. (42 U.S.C. 4336 a(a)(2)(D), (E)). The BLM will make all final determinations regarding the schedule for the RMP Revision.
2. The Parties agree to use their best efforts to meet BLM's schedule for this NEPA process.
3. Cooperating agencies may submit comments to the BLM on a date no later than specified in the schedule established by the BLM. (42 U.S.C. 4336a(a)(3)).
4. Each Party agrees to fund its own expenses associated with this planning process.

**IV. ADMINISTRATION**

- A. RECORDS MANAGEMENT: The BLM owns the rights to all data/records produced as part of this agreement. All records (in all media, paper, and electronic) created or produced in part or in whole are to be maintained for the duration of the agreement, made available upon request, and upon termination of the agreement, will be turned over to the BLM. The cooperator may retain copies of such records consistent with State public records laws; however, such retention does not transfer ownership or control of the records. All original records or official copies shall be made available to the BLM upon request and upon termination of the agreement, consistent with federal records management requirements.
- B. Consistent with Section A above, the Cooperator shall not retain, use, sell, or disseminate copies of any data provided by BLM that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- C. PUBLIC RECORDS: Information held by BLM is subject to the Freedom of Information Act (5 U.S.C. 552). Information held by the Cooperator may be subject to applicable State public records laws.

- D. **MODIFICATION:** Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- E. **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 agreements 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.
- F. **AUTHORITIES NOT ALTERED:** Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any Party to perform beyond its respective authority
- G. **IMMUNITY AND DEFENSES RETAINED:** Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. **CONFLICT OF INTEREST:** The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the RMP/EIS. Questions regarding potential conflicts of interest should be referred to BLM headquarters, or Field Ethics Counselors for resolution.
- I. **DOCUMENTING DISAGREEMENT OR INCONSISTENCY:** WHERE the BLM and the Cooperator disagree on substantive elements of the RMP/EIS (such as designation of the alternatives to be analyzed or analysis of effects) and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's views in the Proposed RMP/Final EIS.
- J. **MANAGEMENT OF INFORMATION:** The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other Federal statutes. The Cooperator agrees not to release these materials to individuals or entities other than the Parties to this MOU except as required by State public records laws.

K. CONFLICT RESOLUTION: The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that the BLM retains final responsibility for the decisions identified in the RMP/EIS and ROD.

L. TERMINATION: Any of the parties, in writing, may terminate the agreement in whole or in part at any time before the date of expiration.

**V. LIST OF CONTACTS**

<b>BLM PROGRAM CONTACT</b>	<b>COOPERATING AGENCY PROGRAM CONTACT</b>
Name: Elizabeth Burghard, Project Manager E-mail: <a href="mailto:eburghar@blm.gov">eburghar@blm.gov</a>	Name: E-mail:
Name: Sarah Bickford, Assistant Project Manager E-mail: <a href="mailto:sbickfor@blm.gov">sbickfor@blm.gov</a>	Name: E-mail:

**VI. COMMENCEMENT/EXPIRATION DATE**

This agreement is executed as of the date of the last signature and is effective until terminated (IV(B)). If not terminated earlier, this MOU will end when the ROS for the RMP/EIS is approved.

**VII. SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

\_\_\_\_\_  
Elizabeth R. Burghard  
Project Manager  
Western Oregon Resource Management Plan Revision  
Medford District Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clackamas County Board of Commissioners  
Craig Roberts, Chair

\_\_\_\_\_  
Date

**SCHEDULE**  
**(Attachment A)**

<b>TASK</b>	<b>RESPONSIBILITY</b>	<b>DATES</b>
Publish Notice of Intent, and conduct formal scoping	BLM	Spring 2026
Formulate alternatives and conduct analysis	BLM	Spring 2026
Publish Draft RMP Revision/EIS	BLM	Summer 2026
Publish Proposed RMP Revision/Final EIS	BLM	Fall/Winter 2026
Sign Record of Decision	BLM	Early 2027

**REPRESENTATIVES**  
**(Attachment B)**

FOR REVISION OF THE RESOURCE MANAGEMENT PLANS AND PREPARATION OF ENVIRONMENTAL IMPACT STATEMENT FOR THE WESTERN OREGON BLM DISTRICTS

<b>Bureau of Land Management</b>	<b>Primary Representative</b>	<b>Alternate Representative</b>
Name	Elizabeth Burghard	Sarah Bickford
Title	Project Manager, Medford District Manager	Assistant Project Manager, Siuslaw Field Manager
Address	3040 Biddle Road	3106 Pierce Parkway
City, State, Zip	Medford, OR	Springfield, OR 97477
Telephone	541-618-2411	541-683-6145
Email	eburghar@blm.gov	sbickfor@blm.gov

<b>Cooperator Representatives</b>	<b>Primary Representative</b>	<b>Alternate Representative</b>
Name	Ben West	Craig Roberts
Title	Commissioner, Clackamas County	Chair, Clackamas County
Address	2051 Kaen Road	2051 Kaen Road
City, State, Zip	Oregon City, OR 97045	Oregon City, OR 97045
Telephone	971-429-2039	503-655-8581
Email	BenWest@clackamas.us	CRoberts@clackamas.us