

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WESTERN JUNIPER UTILIZATION GROUP
THE
BUREAU OF LAND MANAGEMENT IN OREGON/WASHINGTON
AND THE
USDA FOREST SERVICE PACIFIC NORTHWEST REGION
CONCERNING
WESTERN JUNIPER AND ECONOMIC OPPORTUNITY**

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to increase economic opportunities related to western juniper from rangeland restoration and fuels reduction projects through the following activities:

- A. Support long-term ecosystem restoration in eastern Oregon. General agreement exists that juniper needs to be removed from both public and private lands in eastern Oregon to restore rangelands, reduce hazardous fuels, improve water supply, and protect and restore available habitat for sensitive species like Greater Sage-Grouse.

Presently, agencies treat an average of 50,000 acres of juniper each year by mowing, under thinning, and prescribed burning dense and overcrowded stands. The cost for many of these vegetation treatments can be expensive, and few markets exist to utilize biomass material. Market development for western juniper products will provide agencies with opportunities to remove woody biomass that has traditionally been piled and burned and may result in retained receipts to increase service-oriented work on Federal lands.

- B. Increase economic opportunity related to western juniper. Juniper treatments have tremendous potential to create jobs, provide economic opportunity for struggling timber and forest products industries throughout Oregon, and provide a resource for biomass energy production in the near- to mid-term. The juniper byproducts produced on Federal lands have the potential to build a juniper market chain in eastern Oregon communities, in the Portland metro area, and along the west coast.

II. Background

The Western Juniper Utilization Group (WJUG) is a diverse partnership of Federal, State, and local government agencies, including the Bureau of Land Management (BLM) and the United States Forest Service (USFS); civic leaders; non-profit organizations; environmental groups; and businesses that aim to accomplish ecosystem restoration in eastern Oregon and create jobs in juniper supply and market chains in eastern Oregon communities, the Portland metro area, and along the west coast.

Oregon Governor John Kitzhaber designated the group an Oregon Solutions project in August 2012, and, in July 2013, group members signed a Declaration of Cooperation (DOC). This MOU intends to further those commitments made in the DOC.

III. Geographic Scope

The scope of this MOU is Federal forests, woodlands, and rangelands that include but are not limited to those managed by the Prineville District Bureau of Land Management (BLM), Burns District BLM, Lakeview District BLM, Vale District BLM, Deschutes National Forest (NF), Malheur NF, Ochoco NF, Fremont-Winema NF, Umatilla NF, and Wallowa-Whitman NF.

IV. Authorities

- A. For the BLM and USFS. The following authorities authorize the BLM and USFS to enter into this MOU:
 - 1. For the BLM: The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1737)
 - 2. For the USFS: Multiple-Use and Sustained Yield Act of 1960, 74 Stat. 215.
- B. The Paperwork Reduction Act (44 U.S.C. 3501) requires agencies to minimize the cost to the Federal Government of collecting, maintaining, using, and disseminating information.
- C. Office of Management and Budget Circular A-130 requires the Federal Government to plan for open and efficient exchange of Government information and to seek to satisfy new information needs through legally authorized interagency and intergovernmental sharing of information.
- D. For the WJUG: Implementation of this MOU shall be guided by the Governor-designated Oregon Solutions Western Juniper Utilization Group DOC, signed July 2013.
- E. State of Oregon Executive Order 12-16 requires that:
 - 1. The Oregon Department of Administrative Services, in consideration of the importance of wood products in the Oregon economy and in collaboration with other public and private entities, shall investigate the utility of the State of Oregon using wood products in new construction or renovations of State buildings in a manner consistent with the building code and deliver its recommendation to the Governor.
 - 2. The Oregon Business Development Department shall collaborate with other public and private agencies, including the Oregon Department of Forestry and the Oregon Innovation Council, to develop a strategy to accelerate the research and commercialization of innovative wood products and applications.
 - 3. The Oregon Business Development Department shall collaborate with other public and private agencies to present a work plan to the Oregon Legislature to increase the market for Oregon wood products, including promotion and marketing of Oregon wood products to new and existing international and domestic standards.

V. Commitments

- A. The BLM and the USFS agree to:
1. Ensure that National Environmental Policy Act documents include an analysis of product removal when juniper is cut as part of restoration or hazardous fuel reduction treatments.
 2. Encourage utilization of juniper biomass by-products that result from rangeland restoration and fuel reduction treatments when ecologically, economically, and legally appropriate and consistent with locally developed land use plans.
 3. Coordinate and update available juniper supply data, no less than annually, so that the information can be publicly available on the WJUG website.
- B. The WJUG agrees to:
1. Develop a framework to incorporate the by-products of juniper harvest on USFS and BLM lands in an emerging juniper industry facilitated by WJUG.
 2. Coordinate, manage, and maintain the mapping platform for juniper data provided by the USFS and BLM as described within this MOU.
 3. Assist juniper millers, harvesters, and other interested parties to access and use the juniper mapping application and supply information.
- C. The BLM, USFS, and WJUG agree to:
1. Designate one representative each to coordinate juniper supply data.
 2. Meet no less than annually to review and update juniper supply data.

VI. It is mutually agreed and understood by and between the parties that:

- A. Non-Fund Obligation Document. This MOU 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 MOU 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 MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.
- B. Modification. Modifications within the scope of this MOU shall be made by mutual consent of the parties.
- C. Commencement/Expiration Date. This MOU is executed as of the date of last signature and is effective through September 30, 2016, at which time it will expire unless extended.
- D. Termination. Either party may terminate, in writing, participation in this MOU, in whole or in part, at any time before the date of expiration.
- E. Records Management. The BLM owns the rights to all data/records produced as part of this MOU. 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 MOU and made available upon request and, upon termination of the MOU, will be turned over to the BLM.

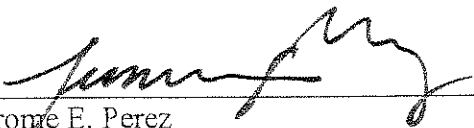
- F. The WJUG shall not retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- G. Public Records. Any information furnished to the undersigned agencies and organizations is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.

VII. Principal Contacts

BLM	USFS	WJUG
Lindsey Babcock Oregon State Office Bureau of Land Management 1220 SW Third Avenue Portland, Oregon 97204 (503)808-6451 lbabcock@blm.gov	Ron Saranich Pacific Northwest Region USDA Forest Service 1220 SW Third Avenue Portland, Oregon 97204 (503)808-2346 rsaranich@fs.fed.us	Dylan Kruse Sustainable Northwest 813 SW Alder Street, Suite 500 Portland, Oregon 97205 (503) 221-6911 dkruse@sustainablenorthwest.org

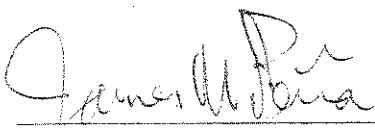
VIII. Signatures

In witness whereof, the parties hereto have executed this MOU as of the last written date below.




Jerome E. Perez
State Director, Oregon/Washington
Bureau of Land Management

August 20, 2014.
Date



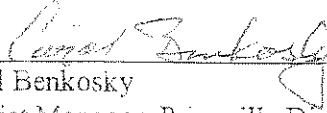
James M. Peña
Regional Forester, Pacific Northwest
USDA Forest Service

8/26/2014
Date



John J. Audley
President, Sustainable Northwest
Coordinator, Western Juniper Utilization Group

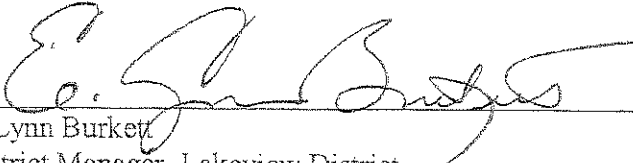
9/4/14
Date



Carol Benkosky
District Manager, Prineville District
Bureau of Land Management

9/19/2014

Date



E. Lynn Burkett
District Manager, Lakeview District
Bureau of Land Management

9/19/2014

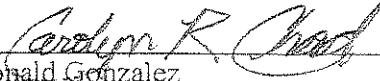
Date



~~FOR~~ _____
Brennan Cain
District Manager, Burns District
Bureau of Land Management

09/19/2014

Date



~~FOR~~ _____
Donald Genzalez
District Manager, Vale District
Bureau of Land Management

9/19/2014

Date