

MEMORANDUM OF UNDERSTANDING
Between
ALDER CREEK CHILDREN’S FOREST
And the
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROSEBURG DISTRICT

This Memorandum of Understanding (MOU) is made and entered into by and between the Alder Creek Children’s Forest, hereinafter referred to as ACCF, and the United States Department of the Interior, Bureau of Land Management, Roseburg District, hereinafter referred to as the BLM.

I. PURPOSE

The purpose of this MOU is to provide a general framework of cooperation between the parties. BLM supports ACCF natural resource educational activities for students in kindergarten through grade 12 (K-12) will benefit from BLM resources, the parties, and the public.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

The BLM is the agency responsible for Oregon and California (O&C) Act lands and other forestlands in Western Oregon. Its mission is to sustain the health, diversity and productivity of these public lands for the use and enjoyment of present and future generations. Agency priorities include the cultivation of community-based conservation, citizen-centered stewardship and partnership through consultation, cooperation and communication. The BLM vision is to enhance the partnership through consultation, cooperation and communication. The BLM vision is to enhance the quality of life for all citizens through balanced stewardship of America’s public lands and resources.

ACCF has an interest in teaching, educating and informing K-12 students and the public about key concepts in sustainable forestry through activities and outdoor projects. Another interest includes providing the public with a forum for contributing to thought on sustainable forestry and community needs met by forest resources.

ACCF and the BLM have a common interest in the management and conservation of natural resources on public lands and on private lands where management has a beneficial effect for public lands. The parties will benefit in a mutual way by providing natural resource information, including information about sustainable forest management, to youth in Douglas County while instilling in youth and adults a sense of the complex and varied nature and needs of these resources.

In consideration of the above premises, the parties agree as follows:

III. ALDER CREEK FOREST SHALL:

1. Expose children to the details of BLM land management policies and the objectives of land management plans in specific project areas as agreed during coordination meetings.

2. Assist BLM staff and other partners in the coordinated collection and recording of data on federal lands as agreed during coordination meetings.
3. Provide transportation for ACCF program participants to visit projects, presentations and training sites within BLM-managed areas.
4. Provide supervision of children and participating members of the public during activities on federal lands. Coordinate completion and use of safety-issue checklist with BLM staff on required conduct, attire and footwear.
5. Arrange and coordinate regular and special meetings with Roseburg District Office staff. Regular meetings are to be held annual at a time and for a duration agreed upon decision-making staff. Meetings will be used to identify potential projects on BLM-managed lands that appear to have a beneficial educational or community-communications component for both parties. Special meetings, which may be declined or postponed by either party, are to be scheduled after a notice of interest has been promulgated with no less than two weeks noticed before the scheduled meeting date.

IV. THE BUREAU OF LAND MANAGEMENT ROSEBURG DISTRICT SHALL:

1. Provide ACCF the use of meeting rooms and audio-visual equipment at the Roseburg District Office when these are available for ACCF board meeting, education classes and related presentations to the public.
2. Provide natural resource information through existing brochures and reports as well as presentations by employees if they are available during education classes by ACCF.
3. Offer expertise during program development or program presentations at ACCF sponsored sites.
4. Provide off-the-shelf environmental education materials and expertise.
5. Include ACCF staff and students in BLM projects identified during regular or special coordination meetings. These projects may include activities like data collection and recording or other activities leading to improved understanding of sustainable forestry issues. These activities may include training that enhances a student's knowledge of natural resource work area. Coordination meetings between ACCF and BLM will be scheduled according to section III. Paragraph 5 of this instrument that includes required annual meetings and special meetings that may be declined or postponed by either party.
6. Provide necessary personal protective gear like hard hats, gloves and other required items during the conduct of projects coordinated with the BLM.
7. Provide equipment and gear necessary to conduct monitoring and data collections during the conduct of projects coordinated with the BLM.
8. Facilitate appropriate access to BLM-managed lands in the O&C and public domain "checkerboard" of mixed federal, state and private ownership in the Roseburg.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

1. No Funds Are Obligated. Nothing in this memorandum of understanding shall be construed as obligating financial expenditures by either party unless financial obligations are approved through a separate and specific instrument or appropriate document.
2. Partners Held Harmless. Each partner agrees to hold the other partner harmless from any liability of any nature whatsoever arising out of injury to persons or property as a result of performance under this instrument.
3. Participation in Similar Activities. This instrument in no way restricts the BLM or ACCF from participating in similar activities with other public or private agencies, organizations, and individuals.
4. Modification. Modifications within the scope of this instrument shall be made by the issuance of bilaterally executed modification prior to any changes being performed.
5. Termination. Either party, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

COMPLETION DATE. This instrument is executed as of the last date shown below and expires September 30, 2008 at which time it is subject to review, renewal, or expiration.

PRINCIPAL CONTACTS. The principal contacts for this instrument are:

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

MARK BUCKBEE
Acting Roseburg District Manager

(date)

JEFFRY D. WILLIS
Alder Creek Children's Forest, Executive Director

(date)