

Memorandum of Understanding
Between
The United States Department of the Interior,
Bureau of Land Management
And
San Juan County, Utah
as a cooperating agency for the
Development of the Environmental Impact Statement for the
Lisbon Valley Mining Company LLC Plan of Operations Modification

I. Introduction

This Memorandum of Understanding (MOU) establishes a Cooperating Agency relationship between the Bureau of Land Management (BLM) Moab Field Office (MFO) and San Juan County (“Cooperator”) for the purpose of conducting an environmental analysis and developing an Environmental Impact Statement (EIS) for the Lisbon Valley Mining Company LLC Plan of Operations Modification.

The BLM is the lead federal agency for the development of the EIS.

The BLM acknowledges that the Cooperator has special expertise applicable to the development of the EIS, as defined at 40 CFR § 1508.1. This MOU describes responsibilities and procedures agreed to by San Juan County as Cooperating Agency 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 Council on Environmental Quality’s National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR § 1501.8 and 40 CFR § 1508.1(e)), the Department of the Interior’s NEPA regulations (43 CFR Part 46), the BLM’s planning regulations (in particular, 43 CFR § 1601.0-5, § 1610.3-1, and § 1610.4), and the Department of the Interior’s Manual regarding NEPA (516 DM 1.6).

II. Purpose

The purposes of this MOU are:

- A. To designate the Cooperator as a Cooperating Agency in the Lisbon Valley Mining Company LLC Plan of Operations Modification EIS process.
- B. To provide a framework for communication, cooperation, and coordination between the BLM and the Cooperator that will ensure successful completion of the EIS in a timely, efficient, and thorough manner.
- C. To recognize the BLM is the lead agency with responsibility for the completion of the EIS and Record of Decision (ROD).
- D. To recognize that the Cooperator possesses valuable skills, resources, knowledge, and expertise that will assist the BLM in completing the ROD.
- E. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the EIS process.

III. Authorities for the MOU

- A. The authorities of the BLM to enter into this MOU and engage in the activities described herein include, but are not limited to:
 - a. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

- b. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
- B. Regulations implementing the above authorities:
 - a. Council on Environmental Quality regulations (40 CFR Part 1501 et seq.)
 - b. Department of the Interior NEPA Regulations (43 CFR Part 46)
 - c. BLM Planning regulations (43 CFR Subpart 1601 et seq.)

IV. Roles and Responsibilities

A. BLM Roles and Responsibilities:

- a. As lead agency, the BLM retains final responsibility for the EIS process and the content of the EIS and decision documents. Any BLM decisions from this EIS process apply only to BLM-administered lands, permits, and federal mineral estate. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
- b. The BLM, as appropriate and consistent with applicable laws and regulation, will provide the Cooperator with copies of documents relating to the EIS process and relevant to the Cooperator's responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft EIS.
- c. To the maximum extent practicable, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EIS process, consistent with its responsibilities as lead agency, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law or special expertise.
- d. The BLM retains the exclusive responsibility to communicate with the NEPA contractor. The Cooperator may communicate with the contractor only through the BLM representative. The Cooperator is not authorized to provide technical or policy direction regarding the performance of this contract.

B. Cooperating Agency Roles and Responsibilities:

- a. The Cooperator will provide information, comments, and technical expertise, including the associated data and analysis supporting such submissions, to the BLM regarding those elements of the EIS in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will:
 - i. Assist the BLM in identification of the issues and concerns to be addressed in the EIS process.
 - ii. Provide relevant data that may assist in the EIS process.
- b. Within the areas of its jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include but are not limited to: providing guidance on the development of alternatives and public involvement strategies, identifying data needs, evaluating alternatives and estimating the effects of implementing each alternative, and providing written comments on administrative (pre-public release) drafts of the EIS and supporting documents.
- c. The Cooperator will notify the BLM about any issues that arise concerning the EIS process in a timely fashion.
- d. Should communications with the NEPA contractor become necessary, such communication will only take place through the BLM's representative.

C. Responsibilities of the Parties:

- a. The Parties agree to participate in this EIS process in good faith and make all reasonable efforts to resolve disagreements.

- b. The Parties recognize the time sensitivity associated with the development of the EIS to meet the requirement of the NEPA and will adhere to prescribed timeframes.
- c. Each party agrees to fund its own expenses associated with this EIS process.

V. Other Provisions

- A. 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 of the Parties to perform beyond its respective authority.
- B. Financial obligations: Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
- C. 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.
- D. Conflict of interest: The Parties agree not to utilize any individual or organization for purposes of EIS development, environmental analysis, or Cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the EIS. Questions regarding potential conflicts of interest should be referred to the BLM Ethics Counselors for resolution.
- E. Management of information: The Cooperator acknowledges that all supporting materials and draft documents may become part of the decision file 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 BLM.
- F. Information Confidentiality: The BLM may share information that includes, but is not limited to; documents, raw data, and deliberations, with the Cooperator that is confidential or in a confidential phase of development. The Cooperator will consult with the BLM prior to releasing or disseminating any confidential documents or communications. If the Cooperator has reason to believe it will be unable to comply with the confidentiality requirements, it will inform the BLM of this inability before the BLM shares the information with the Cooperator.
- G. For any Party to use the insignia of any other Party on any published media (such as a web page, printed publication, or audiovisual production), permission must be granted in writing from that Party before the insignia is used.
- H. Each of the signatories warrants that he or she is authorized to enter this MOU on behalf of the Party on whose behalf the signatory has executed the MOU.
- I. This MOU may be executed in counterpart originals and each copy will have the same force and effect as signed by all Parties.

VI. Agency Representatives

Each Party will designate a representative and alternate representative to act as points of contact in ensuring coordination between the Cooperator and the BLM during the EIS process (Attachment B). Designations and contact information shall be provided upon signing of this MOU. Each Party may change its representative at will by providing written notice to the other Party.

VII. Administration of the MOU

- A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.
- B. Amendment. This MOU may be amended through written agreement of all Parties.
- C. Termination. If the Parties find that they cannot work together toward a common goal and efforts at conflict resolution have been unsuccessful, any Party may end its participation in this MOU by

providing written notice to the other Party. If not terminated earlier, this MOU will end when the ROD for the Lisbon Valley Mining Company LLC Plan of Operations Modification is signed by the BLM Authorized Officer.

VIII. Signatures

The parties hereto have executed this MOU on the dates shown below.

San Juan County, Utah
P.O. Box 9
Monticello, Utah 84535

Jamie Harvey, Commission Chairman

Date

Bureau of Land Management
Moab Field Office
82 East Dogwood Avenue
Moab, UT 84532

Dave Pals, Field Office Manager

Date

Attachment A

Cooperating Agency Participation in the BLM Lisbon Valley Mining Company LLC Plan of Operations Modification EIS

	EIS Stage	Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of jurisdiction or special expertise
1	Initiation	Meet with the BLM to become familiar with EIS process and to identify opportunities to participate.
2	Conduct public scoping	May include, but is not limited to, providing input on issues that may help drive general alternative development; identifying relevant local and regional organizations and interest groups; identifying connected, similar, and cumulative actions; and identifying other relevant agencies. CAs may provide additional comments during public scoping if so desired.
3	Collect data from CA	Identify data needs; provide data and technical analyses within the CA's jurisdiction or special expertise.
4	Alternatives Development	Cooperate with the BLM in developing alternatives. [Decision to select alternatives for analysis is reserved to the BLM.]
5	Preparation of Draft EIS	[Action reserved to the BLM.]
6	CA review of administrative Draft EIS	Provide comments to the BLM during a review period on the administrative Draft EIS.
7	Public Comment Period	The BLM will release Draft EIS for a minimum 30-day public comment period (or longer at the BLM's sole discretion). The CAs may provide written, public comments on draft if desired. [Decision to select a preferred alternative and to issue a draft is reserved to the BLM.]
8	Respond to comments	As appropriate, review comments within the CA's jurisdiction or special expertise and provide assistance in preparing the BLM's responses.
9	Develop Final EIS	Cooperate with the BLM to develop a Final EIS. [Development of ROD is reserved to the BLM.]
10	Issue Final EIS	[Action reserved to the BLM.]
11	Sign Record of Decision	[Action reserved to the BLM.]

Attachment B

Agency Representatives

Bureau of Land Management

Primary Representative	Alternative Representative
Dave Pals Moab Field Office Manager 82 East Dogwood Avenue Moab, UT 84532 435-210-1113 (c) 435-259-2150 (w) dpals@blm.gov	Jill Stephenson Planning and Environmental Coordinator 435-259-2141 jstephenson@blm.gov

San Juan County

Primary Representative	Alternative Representative
Name: Nick Sandberg _____ Title: Public Lands Coordinator _____ Address: PO Box 9, 117 S. Main _____ _____ Monticello, Utah 84535 _____ Contact Number: _435-587-3223 x 4146 _____ Email: nsandberg@sanjuancounty.org _____	Name: Mack McDonald _____ Title: Chief Administrative Officer _____ Address: PO Box 9, 117 S. Main _____ _____ Monticello, Utah 84535 _____ Contact Number: __435-587-3225__ _____ Email: mmcDonald@sanjuancounty.org _____