

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UTAH BUREAU OF LAND MANAGEMENT
VERNAL FIELD OFFICE
&
DUCHESNE COUNTY, UTAH**

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This MEMORANDUM OF UNDERSTANDING (MOU) is by and between the Bureau of Land Management, Vernal Field Office (BLM) and Duchesne County, Utah (Duchesne County), sometimes jointly referenced as "the Parties".

I. INTRODUCTION.

1. Under federal law, BLM is lead agency for the revision of the Vernal Field Office Area Resource Management Plan (RMP). The RMP must conform to requirements of the National Environmental Policy Act (NEPA). BLM has the responsibility for the content of the RMP and its conformance to NEPA, including the Draft Environmental Impact Statement (DEIS) and the Final Environmental Impact Statement (FEIS). BLM is also responsible for requesting the participation of other federal, state, and local government agencies and entities, and for cooperatively using their expertise as it conducts the RMP/EIS process.
2. In pursuing this responsibility, BLM seeks to enlist Duchesne County as a cooperating agency -- a special status among interested parties -- in order to engage its full participation in the planning process. It is the intention of this MOU to establish an atmosphere of cooperation between the parties where full recognition and respect to the authority and responsibility of both of the government entities is recognized.
3. Under Utah law, Duchesne County has interests in all county activities, including those activities taking place on lands managed by BLM; therefore, it has a high level of interest in the outcome of the RMP and EIS. BLM recognizes that Duchesne County has knowledge and expertise relative to social and economic aspects of the county and its subdivisions in providing long-term direction for community growth and development, and in county resources, economic growth and development, county planning, transportation, and other county matters, all of which may be addressed in the RMP/EIS.

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4. Additionally, BLM and Duchesne County both have obligations to the public in maintaining the quality of the human environment, the regional economy, the sustainability of local communities, public health, and the regional resource base.
5. Duchesne County asserts that law and regulations governing NEPA, FLPMA, CEQ, and BLM accord it all the rights and privileges regarding access to planning documents and processes contemplated in this MOU. Nonetheless, Duchesne County desires to enter into this MOU because of its interest in participating with the BLM in a fully collaborative planning process.
6. The Parties agree that Duchesne County may implement county land use plans and management guidelines to address county issues involving public lands and other lands within its boundaries as long as those plans are consistent with federal plans. This MOU is not meant to impair the right of Duchesne County under state and federal law to participate in and influence federal land use planning and administration, including the right to consistency review of federal land use plans and decisions as they relate to the Duchesne County land use plan.
7. Duchesne County reserves the right to protest the proposed decisions of the RMP.

II. PURPOSE.

The purpose of this MOU between BLM and Duchesne County is:

1. To confirm the formal designation of BLM as lead agency with responsibility for the completion of the RMP, the DEIS, and the FEIS;
2. To formally designate Duchesne County as a cooperating agency in the RMP/EIS planning process; and
3. To formalize and provide a framework for cooperation and coordination between BLM and Duchesne County that will be necessary in order to successfully complete the RMP and the EIS in a timely, efficient, and thorough manner;

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4. To describe the respective roles, responsibilities, jurisdictional authority, and expertise of each entity in the planning process;
5. To ensure that the working relationship between BLM and Duchesne County meets the purposes and intent of NEPA.

III. AGREEMENT

BLM and Duchesne County agree to the Introduction and Purpose outlined above and to the following particulars:

1. BLM is the lead agency, with responsibility for initiating the RMP/EIS planning process.
2. Duchesne County is a cooperating agency in this planning process.
3. BLM has responsibility for determining the purpose and need of the project, the conclusions of the environmental analysis, which alternatives are selected, and what mitigation measures will be included. In meeting this responsibility, BLM will follow the statutory and regulatory requirements of 43 U.S.C. 1712 and 43 CFR 1610.3 and 1610.4.
4. BLM will develop the RMP under the consistency review requirements of federal law and it will, to the maximum extent possible, include Duchesne County interests in its RMP conclusions.
5. SWCA, Inc. (SWCA) is BLM's contractor in regard to all elements of data, information, and comment collection, and of RMP and EIS drafting. Thus, SWCA will assist BLM in the planning process and Duchesne County may work directly with SWCA personnel.

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6. The Parties agree to participate in this planning process in good faith and make every effort to resolve any perceived areas of conflict. BLM and Duchesne County agree to fully explore issues before coming to conclusions, and to commit to searching for opportunities for resolution designed to contribute to an effective RMP.
7. Duchesne County has the right to submit its comments and independent recommendations to BLM in all areas of the plan and for its comments and recommendations to be incorporated into the RMP/EIS to the maximum extent possible.
8. BLM recognizes Duchesne County authority, planning priorities, values, and goals as expressed in the Duchesne County General Plan, which addresses present and future needs of Duchesne County, including:
 - economic development of the county
 - current county trends in socio-economics
 - county planning mandates
 - community growth and development issues and trends
 - transportation and access
 - watershed and well-head protection
 - private property rights
 - recreation and tourism
 - water resources and water management
 - special area designations
9. BLM will provide Duchesne County copies of documents underlying the RMP and EIS drafts, including technical reports, data, information, analyses, comments received, and working drafts relative to the environmental reviews, preliminary and final RMP and EIS drafts, and all comments and information necessary for the EIS and its conclusions. Duchesne County, in its special status as a cooperating agency, agrees that all internal working draft documents for the development of the RMP are pre-decisional and will ensure that they will not be available for review to individuals or entities other than the Parties.

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10. Duchesne County will provide information, data, and opinions to BLM regarding those elements of the RMP and EIS, and the data and analyses underlying them, in which it is interested or for which BLM requests information and opinions. Duchesne County will help collect data to the maximum extent possible, participate in discussions about data assessment and technical reports, and provide technical expertise in order to assist in evaluating the effectiveness of the proposed RMP and all alternatives.
11. Duchesne County will receive all drafts of the RMP and EIS and comment on potential impacts on the county, particularly on the environment, roads, and the economy. Duchesne County's reviews will be within the umbrella of NEPA and related legislation regarding the proposed plan and alternatives that may be proposed. Duchesne County will return comments on drafts to BLM in a timely manner.
12. BLM will incorporate to the maximum extent possible, the comments, recommendations, and/or data submitted by Duchesne County in the RMP and EIS.
13. The Parties agree not to employ the services for this project of any third party having a financial interest in the outcome of the RMP. The Parties will take all necessary steps to ensure that no conflict of interest exists with any consultants, counsel, or representatives they may employ in this undertaking.
14. This MOU requires no transfer of appropriated funds by either of the Parties.
15. This MOU is effective upon signing by the manager of the BLM Vernal Field Office and the Chair of the Duchesne County Commission.
16. The schedule for this RMP/EIS is attached and hereby made a part of this Agreement. BLM will promptly inform Duchesne County of all schedule changes that would affect Duchesne County's input into the document. Allowances will be made to give adequate time for response.

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17. This instrument is executed as of the last date signed below and the continuation of this MOU beyond September 30 of subsequent years will be subject to the availability of funds for each of the Parties.
18. The point of contact for each party to this MOU is:
BLM, David W. Moore, Planner (435) 871-4467, dave_w_moore@blm.gov
SWCA, Cathryn Collis, Project Manager (801) 322-4307
Duchesne County, Lorna Stradinger, Chair (435)-738-1130

David E. Howell
Field Manager
Vernal Field Office
Utah Bureau of Land Management

Date

Lorna Stradinger, Chair
Duchesne County Commission

Date