MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT OREGON/WASHINGTON STATE OFFICE AND THE UNITED STATES DEPARTMENT OF AGRICULTURE UNITED STATES FOREST SERVICE MT BAKER-SNOQUALMIE NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the United States Department of the Interior, Bureau of Land Management, hereinafter referred to as "BLM," and the United States Department of Agriculture, United States Forest Service, Mt Baker-Snoqualmie National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: The U.S. Forest Service is making a determination of surface suitability for potential geothermal leasing, exploration and development, subject to certain stipulations, on approximately 81,820 acres of National Forest System (NFS) lands within the Mt. Baker Ranger District (MBRD) of the Mt. Baker-Snoqualmie National Forest. This assessment is in response to a request from the BLM for consent to lease lands administered by the U.S. Forest Service, Mt Baker Ranger District. The BLM is responsible for managing geothermal resources on Federal lands. In this case, the BLM received nominations for a portion of the area under analysis.

If the U.S. Forest Service consents to leasing some or all of the area, the BLM, with assistance from the U.S. Forest Service, would conduct additional environmental analyses of any leased locations proposed for geothermal exploration, drilling, or development. Future analyses would evaluate effects at a more site specific level.

Title: Cooperating Agency Status for Preparation of the Mt. Baker Geothermal Consent to Lease Environmental Assessment

I. **PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to:

A. Designate the BLM as a Cooperating Agency in the Environmental Assessment (EA) process;
B. Provide a framework for cooperation and coordination between the U.S. Forest Service and the BLM that will ensure successful completion of the EA in a timely, efficient, and thorough manner;
C. Recognize that the U.S. Forest Service is the lead agency with responsibility for the completion of the EA and the Decision Notice (DN);
D. Describe the respective responsibilities, jurisdictional authority, and expertise of each of the parties in the planning process;

in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

This MOU formalizes the relationship between the two Agencies for preparation, review, comment, and evaluation of the EA for leasing proposals where the BLM manages the subsurface resources and another Federal agency (i.e., the U.S. Forest Service) manages the surface (BLM NEPA Handbook H-17990-1, §3.3.2 – Proposals Involving Mineral Estate). Cooperating in another agency's National Environmental Policy Act (NEPA) process, consistent with 40 CFR 1506 – Other Requirement of NEPA, reduces paperwork, eliminates duplication, facilitates efficiency, and ensures that any concerns raised during the process are adequately addressed (Council on Environmental Quality (CEQ) Guidance Regarding NEPA Regulations, 48 Fed. Reg. 34263, July 28, 1983).

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

III. THE BLM SHALL:

A. Be recognized to have special expertise in the permitting and management of leasable mineral and energy resources.
B. Participate in the EA process by providing information regarding environmental issues for which it has expertise.
C. Assist the U.S. Forest Service in developing reasonable alternatives, providing timely information, and reviewing environmental documents.
D. Advise the U.S. Forest Service regarding stipulations to incorporate into the EA regarding exploration for and management of geothermal resources.
E. Within the areas of its jurisdiction and/or special expertise, participate in activities related to, but not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve planning issues, identifying environmental effects of alternatives, and providing written comments on working drafts and supporting documents.
F. Maintain confidentiality of documents and deliberations during the period prior to the public release of any EA related documents.

IV. THE U.S. FOREST SERVICE SHALL:

A. As the lead agency, retain final responsibility for the content of all planning and NEPA documents, which include the EA, the DN, and the Finding of No Significant Impact (FONSI). These responsibilities include determining the purpose of and need for the EA, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate stipulations. In meeting these responsibilities, the U.S. Forest Service will follow all applicable statutory and regulatory requirements.
B. Keep the BLM apprised of current status and timeframes in relation to the EA process.
C. With its responsibilities as lead agency, consider the comments, recommendations, data, and/or analyses provided by the BLM in the EA process, giving particular consideration to those topics on which the Bureau is acknowledged to possess expertise or jurisdiction by law.

D. To the fullest extent practicable, provide the BLM with copies of documents underlying the EA relevant to the Bureau's responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EAs.

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

A. The parties will:
   1. Participate in the NEPA planning process in good faith and make all reasonable efforts to resolve any issues.
   2. Expeditiously complete the planning process.
   3. Acknowledge that this MOU does not authorize funding from or to either party.

B. PRINCIPLE CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal BLM Contacts

BLM Program Contact	BLM Alternate Program Contact
Eric G. Hoffman Contract Geologist BLM, OR/WA State Office 1220 SW 3rd Avenue Portland, OR 97204 Phone: (503) 808-6378 Email: ehoffman@blm.gov	Steven Storo Geologist BLM, Prineville District 3050 NE 3rd Street Prineville, OR 97754 Phone: (541) 416-6885 Email: sstoro@blm.gov

Principal U.S. Forest Service Contacts

U.S. Forest Service Program Manager	U.S. Forest Service Alternate Program
Todd Griffin Forest Geologist & Environmental Coord. Mt. Baker-Snoqualmie National Forest Supervisors Office 2930 Wetmore Ave., Suite 3A Everett, WA 98201 Phone: (425) 783-6033 Email: toddgriffin@fs.fed.us	Eric Ozog Project Team Lead Verlot Public Service Center 33515 Mountain Loop Hwy Granite Falls, WA 98252 Phone: (360) 691-4396 Email: eozog@fs.fed.us

Principal Administrative Contacts:

U.S. Forest Service Administrative Contact
Susan Skidmore Grants Management Specialist 215 Melody Lane Wenatchee, WA 98801 Phone: (509) 664-9218 Email: sskidmore@fs.fed.us

C. NOTICES. Any communications affecting the operations covered by this agreement between the parties are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager or Alternate, at the address specified in this MOU.

To the BLM Program Contact or Alternate, at the address specified in this MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the BLM from participating in similar activities with other public or private agencies, organizations, and individuals.

E. ENDORSEMENT. Any of the BLM's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the BLM's products or activities.

F. NON-BINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or other activities that involve the transfer of funds, services, property, and/or anything of value to a party require the execution of separate agreement(s) and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources, cooperator availability of funds and other resources, agency and cooperator administrative and legal requirements (including agency authorization by statute), etc. This MOU neither provides nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value, the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements

must comply with all applicable laws.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authorities.

G. USE OF U.S. FOREST SERVICE AND BLM INSIGNIA. In order for either party to use the official insignia of the other party on any published media, such as a web page, printed publication, or audiovisual production, permission must be obtained from the party's U.S. Office of Communications. This may require a written request submitted to and approved by the other party's Office of Communications prior to use of the insignia.

H. FREEDOM OF INFORMATION ACT (FOIA). Public access to this MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information Act regulations (5 U.S.C. 552).

I. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, any and all text messaging by Federal employees is banned: (1) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or (2) while using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators and their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased, or rented vehicles, POVs, or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

J. RECORDS MANAGEMENT. The U.S. Forest Service owns the rights to all data/records produced as part of this agreement. All records (in all media, paper and electronic format) created or produced in part or in whole are to be maintained for the duration of this MOU, made available on request, and turned over to the U.S. Forest Service upon termination of the MOU.

The BLM shall not 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.

The BLM acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the FOIA and other Federal statutes. The BLM agrees not to release these materials to individuals or entities other than the parties to this MOU and any subcontractors, if so directed by U.S. Forest Service. The U.S. Forest Service acknowledges that the BLM's handling of these materials may implicate other requirements under FOIA. The parties further agree that the U.S. Forest Service, at its discretion, may withhold from the BLM those documents that would otherwise be available for public release under FOIA.

K. CONFLICT OF INTEREST. The parties agree not to utilize any individual or organization for purposes of planning, environmental analysis, or representation, including officials,

employees, or third party contractors, having a financial interest in the outcome of the EA. Questions regarding potential conflicts of interest should be referred to the appropriate Agency Ethics Counselors for resolution.

L. DOCUMENTING DISAGREEMENT OR INCONSISTENCY. Where the U.S. Forest Service and the BLM disagree on substantive elements of the EA (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the U.S. Forest Service will include a summary of the BLM's views in the EA. The U.S. Forest Service will also describe substantial inconsistencies between its proposed action and the objectives of Tribal, Federal, State, or local land use and species management plans and policies.

M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The BLM is encouraged to give public notice of the receipt of this agreement and, from time to time, announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

> "The Mt. Baker-Snoqualmie National Forest, of the U.S. Forest Service, Department of Agriculture, along with the Bureau of Land Management, Oregon/Washington State Office, Department of the Interior, are collaborating on the preparation of an environmental analysis for geothermal lease nominations on National Forest System Lands."

The BLM may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The BLM is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The BLM shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The BLM shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

> In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)
>
> *To file a complaint of discrimination, write to the U.S. Department of Agriculture, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call (202) 720-5964 (voice and TDD). The U.S. Department of Agriculture is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at a minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for 5 years, at which time it will expire.

S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

JEROME E. PEREZ, State Director
Bureau of Land Management
Oregon/Washington

July 22, 2015.
Date

STEVE KUENNEN, Acting Forest Supervisor
U.S. Forest Service
Mt. Baker-Snoqualmie National Forest

August 3, 2015
Date

The authority and format of this agreement have been reviewed and approved for signature.

SUSAN SKIDMORE, Grants Management Specialist
U.S. Forest Service

7/16/2015
Date

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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment A

Cooperating Agency Participation in the Mt. Baker Geothermal Consent to Lease Environmental Assessment

EA Stage	**Potential Activities of BLM within their acknowledged areas of expertise**
Formulate alternatives	Collaborate with the U.S. Forest Service in developing alternatives. Suggest goals, objectives, or management actions to resolve ESA listed and candidate species issues. Participate in Interdisciplinary team meetings.
Analyze the effects of alternatives	Provide expertise, advice, and data needed for a thorough analysis of the effects of the proposed action.
Identify the preferred alternative; prepare Draft RMP/EIS	Collaborate with the U.S. Forest Service in evaluating alternatives and provide input for use in selecting the preferred alternative; provide input on Draft EA.
Respond to comments	As appropriate, review comments within the BLM's expertise and provide assistance in preparing BLM's responses.
Resolve objections; modify Proposed EA if needed	If the U.S. Forest Service has provided information relevant to an objection, the BLM may ask for assistance or clarification.

Attachment B

Schedule

Task	Participant	Approximate Dates
Formulate alternatives	U.S. Forest Service	October 2014
Conduct effects analysis and select preferred alternative	U.S. Forest Service	November 2014
Prepare preliminary Draft EA	U.S. Forest Service	February 2015
Review and comment on preferred alternative and preliminary Draft EA	U.S. Forest Service /BLM	February 2015
Publish Draft EA	U.S. Forest Service	February 2015
Conduct 30 day public review/comment period	U.S. Forest Service	February-March 2015
Address/respond to comments received	U.S. Forest Service /BLM	March 2015
Prepare preliminary Final EA	U.S. Forest Service	March 2015
Review/comment on Final EA	U.S. Forest Service /BLM	April 2015
Publish Final EA/FONSI/DN	U.S. Forest Service	April 2015
Allow 45 day objection period	U.S. Forest Service	June 2015
Respond to objections, address comments	U.S. Forest Service (BLM may assist if any objections are related to their input or expertise)	June 2015
Prepare and publish Record of Decision/Approved RMP	U.S. Forest Service	June 2015