

FS Agreement No. 19-MU-11041700-006  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. BLM-MOU-NV21-3809-2019-014

**MEMORANDUM OF UNDERSTANDING**

For  
**MINING AND MINERAL RELATED ACTIVITIES  
WITHIN THE STATE OF NEVADA**

AMONG  
**NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF ENVIRONMENTAL PROTECTION**

AND  
**USDA, FOREST SERVICE  
HUMBOLDT-TOIYABE NATIONAL FOREST**

AND  
**USDA, FOREST SERVICE  
INYO NATIONAL FOREST**

AND  
**U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
NEVADA**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP); the United States Department of Agriculture, Forest Service, Humboldt-Toiyabe National Forest and Inyo National Forest (U.S. Forest Service); and the United States Department of the Interior - Bureau of Land Management, Nevada State Office (USDOIBLM).

**SECTIONS.**

- I. PURPOSE
- II. AUTHORITIES
- III. DEFINITION OF TERMS USED IN THE MOU
- IV. COMPLIANCE ENFORCEMENT
- V. PLANS AND PERMITS
- VI. DETERMINING THE RECLAMATION COST ESTIMATE/  
ADMINISTERING THE BOND
- VII. DETERMINING THE LONG-TERM FUNDING MECHANISM COST  
ESTIMATE/ADMINISTERING THE LONG-TERM FUNDING MECHANISM
- VIII. LIMITATIONS
- IX. COORDINATION
- X. DISPUTE RESOLUTION
- XI. EFFECTIVE DATE
- XII. NOTICES

FS Agreement No. \_\_\_\_\_  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_

- XIII. ENDORSEMENT
- XIV. AMENDMENT
- XV. TERMINATION
- XVI. NON-FUND OBLIGATION DOCUMENT
- XVII. NONBINDING AGREEMENT
- XVIII. MEMBERS OF U.S. CONGRESS
- XIX. TEXT MESSAGING WHILE DRIVING
- XX. DEBARMENT AND SUSPENSION
- XXI. FREEDOM OF INFORMATION ACT (FOIA)
- XXII. PARTICIPATION IN SIMILAR ACTIVITIES
- XXIII. PRINCIPAL CONTACTS
- XXIV. AUTHORIZED REPRESENTATIVES/SIGNATURES

I. PURPOSE. The purpose of this MOU is to achieve the following:

1. Establish and maintain coordination among the NDEP, the U.S. Forest Service, and the USDOJ-BLM (“the agencies”) for their respective joint responsibilities pertaining to the administration and reclamation of lands disturbed by exploration projects and mining operations for locatable minerals on private and Federal lands administered by the U.S. Forest Service and USDOJ-BLM within the State of Nevada;
2. Expedite administration and enforcement of the agencies’ respective authorities pertaining to exploration and mining operations;
3. Prevent unnecessary or undue degradation of Federally-managed and private lands and minimize adverse environmental impacts on surface resources; and
4. Develop and maintain common guidance to regulate facilities and activities on operations consisting of a mixture of Federally-managed and private lands.

II. AUTHORITIES. This MOU is based on the following authorities:

A. **NDEP**

1. Nevada Revised Statutes, Chapter 519A (NRS 519A).
2. Nevada Revised Statutes, Chapter 445A (NRS 445A).
3. Nevada Administrative Code, Chapter 519A (NAC 519A).
4. Nevada Administrative Code, Chapter 445A (NAC 445A).

B. **U.S. Forest Service**

1. The General Mining Law of May 10, 1872, as amended (30 U.S.C. 22, et seq.).

FS Agreement No. \_\_\_\_\_  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_

2. The Organic Administration Act of June 4, 1897, as amended (30 STAT 36, 16 U.S.C. 478 and 551).
3. Title 36 Code of Federal Regulations, Part 228, Subpart A, as amended.
4. Title 30 U.S.C. Section 612.
5. Title 36 Code of Federal Regulations, Part 219, as amended.
6. Title 36 Code of Federal Regulations, Part 261, as amended.

### C. USDOI-BLM

1. The General Mining Law of May 10, 1872, as amended (30 U.S.C. 22, et seq.).
2. Title 30 U.S.C. Section 612.
3. Sections 102(a)(12), 302, 303 and 603 of The Federal Land Policy and Management Act of Oct.1, 1976, as amended (90 STAT 2762, 43 U.S.C. 1732 et seq.).
4. Title 43 U.S.C. Sections 1201 and 1457.
5. Title 43 Code of Federal Regulations, Subparts 3802, 3809 and 3715.

### III. DEFINITIONS OF TERMS USED IN THIS MOU.

1. Bureau of Land Management (BLM) Lands - Lands managed by the USDOI-BLM.
2. Compliance Enforcement - Administrative and legal remedies for violations of an agency's applicable laws and regulations.
3. Federal Agencies - For purposes of this MOU, "Federal Agencies" refers to the U.S. Forest Service and the USDOI-BLM.
4. Final Plan for Permanent Closure (FPPC) - A Final Plan for Permanent Closure provides closure goals, methods and final designs, as applicable, to achieve final chemical stabilization, removal or mitigation of pollutant source(s) for any process component. A process component is any constructed point source at a mine facility from which there is or may be the discharge of pollutants. A FPPC may apply to one or more individual process components or to all remaining process components at a facility as appropriate. Additional closure requirements and considerations for open pit and underground mines, heap leach pads, and tailings impoundments must also be addressed. A FPPC includes a post-closure monitoring plan *to* demonstrate that the closure goals have been met. The primary closure goal for all FPPCs is to prevent degradation of waters of the State beyond established limits under the environmental conditions that may reasonably be expected to exist at the site. Pit lakes have the additional closure goal of preventing the potential to adversely affect the health of human, terrestrial or avian life. A FPPC for any process component must be

FS Agreement No. \_\_\_\_\_  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_

submitted to NDEP at least two years prior to the anticipated permanent closure of that process component or at any time that permanent closure is mandated.

5. Locatable Minerals - All mineral deposits under the General Mining Law of 1872, as amended, except those minerals specifically excluded by the Mineral Leasing Act of 1920, as amended, and Mineral Materials Act of 1947, as amended.
6. Long-Term Funding Mechanism (LTFM) - A trust fund or other funding mechanism established by the operator to ensure the continuation of any long-term, post-mining treatment or maintenance requirements. Establishing a LTFM does not relieve the operator of their responsibility to provide long-term management and maintenance of the site. The federal case file will not be closed and the NDEP Reclamation Permit will not be terminated before the LTFM has been terminated. The NDEP water pollution control permit also should not be terminated before the LTFM if the LTFM covers activities related to that permit.
7. National Forest System (NFS) Lands - Lands managed by the U.S. Forest Service.
8. Notice of Intent to Operate - Formal notification prior to initiating operations which might cause significant surface disturbance of surface resources administered by the U.S. Forest Service. If the District Ranger determines that the proposed operations will likely cause or are causing significant surface disturbance, then a Plan of Operations shall be submitted.
9. Operator - A person conducting or proposing to conduct operations. "Person" means any individual, firm, corporation, association, partnership, trust, consortium, joint venture, or any other entity conducting operations on Federally-managed and private lands.
10. Plan of Operations (Plan) - A classification of operations. A formal proposal to conduct operations, including reclamation, on Federally-managed lands. The appropriate land managing agency (ies) must review and approve the Plan. Approval requires an acceptable Reclamation Cost Estimate and Reclamation Bond for the Plan.
11. Reclamation Bond - The assurance provided by or on behalf of an Operator to guarantee the lands disturbed under an approved Plan are reclaimed in the event the Operator cannot or will not perform the required reclamation (i.e. a surety bond or a personal bond secured by a financial pledge).
12. Reclamation Cost Estimate (RCE) - A Reclamation Cost Estimate is prepared and submitted by an Operator and reviewed by the appropriate agencies. The RCE must cover the estimated costs as if the U.S. Forest Service and/or USDOI-BLM and/or NDEP were to contract with a third party to reclaim the operations according to the Reclamation Plan, including construction and maintenance costs for any treatment facilities necessary to meet Federal and State environmental standards. The RCE must also cover any interim stabilization and infrastructure maintenance costs needed to maintain the area of operations in compliance with applicable environmental requirements while third-party contracts are developed and executed.

FS Agreement No. \_\_\_\_\_  
 NDEP Agreement No. \_\_\_\_\_  
 BLM Agreement No. \_\_\_\_\_

The U.S. Forest Service RCEs are based on the principles put forth in the “Training Guide for Reclamation Bond Estimation and Administration for Mineral Plans of Operation authorized and administered under 36 CFR 228A USDA – Forest Service, April 2004.”

13. Reclamation Permit - The permit issued by the NDEP pursuant to NRS 519A and NAC 519A regarding reclamation of mining operations and exploration projects that disturb five acres or more. The permit application is reviewed per NAC 519A regulations. Once the permit application is deemed complete by NDEP and consistent with NAC 519A regulations, the Reclamation Permit is issued.
14. Reclamation Plan (RecPlan) - The part or section of the Plan that describes actions necessary to reclaim, rehabilitate, shape, stabilize, revegetate or otherwise treat the land in order to return it to a safe, stable condition consistent with the establishment of a productive post mining land use and to minimize unnecessary or undue degradation. Description of equipment, devices or practices proposed should be consistent with regulations at 36 CFR 228 Subpart A, 43 CFR 3809, and NAC 519A, as appropriate. Abandonment or demolition of facilities is conducted to maximize public health and safety and visual resource management.
15. Tentative Plan for Permanent Closure (TPPC) - A Tentative Plan for Permanent Closure is part of the operating plans submitted with a water pollution control permit application. The TPPC is a conceptual closure plan to chemically stabilize all pollutant sources at a mining facility, including but not limited to mine-impacted waters, and is required to include sufficient detail to support the RCE. All activities required in the TPPC should fall under the scope of the RecPlan/RCE, but some activities in the RecPlan/RCE may fall outside the scope of the TPPC (e.g., physical reclamation unrelated to pollutant sources).

IV. COMPLIANCE ENFORCEMENT. Each agency shall have the responsibility for enforcement of its applicable laws and regulations. The Federal Agencies and the NDEP will coordinate enforcement actions when appropriate. An Operator’s failure to achieve Compliance Enforcement requirements by any agency may result in a request for bond forfeiture.

V. PLANS AND PERMITS. The USDOJ-BLM and the NDEP have developed a joint recommended RecPlan format for use by an Operator. The USDOJ-BLM also has a voluntary Plan outline available to assist Operators in complying with the requirements at 43 CFR 3809. The RecPlan is required by the Federal Agencies and the NDEP. The Federal Agencies and the NDEP acknowledge that a RecPlan written according to the Voluntary – 3809 Plan of Operations Outline/Format will/should satisfy USDOJ-BLM and the NDEP requirements, and the U.S. Forest Service Section V (H) Reclamation of the U.S. Forest Service Plan of Operations Form FS-2800-5 (Rev. 12/11).

The Federal Agencies and the NDEP will make every effort to participate in pre-Plan coordination meetings with the Operator prior to submittal of a new or amended Plan. This will allow the agencies to provide input into the development of the conceptual Plan and coordinate baseline information needs and agency review schedules including, but not limited

FS Agreement No. \_\_\_\_\_  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_

to, rock characterization analysis, hydrological and geochemical modeling requirements, and pit lake studies before the Plan is submitted for agency review.

Upon receipt of a new or an amended Plan by the USDOIBLM or the U.S. Forest Service, the Federal Agency (ies) and the NDEP will make every effort to participate in a coordination meeting with the Operator, as appropriate, to discuss coordination, permitting, review processes, Reclamation Cost Estimate, bonding, National Environmental Policy Act (NEPA) requirements, and establish contacts for the Plan approval process. When an agency receives a new or amended Plan covered by this MOU, the agency will verify that a duplicate copy was filed with the other responsible agency (ies). The review and approval of the Plan will be coordinated between the agencies.

The agencies will coordinate reviews and approvals for mine closure requirements. When an Operator submits a TPPC, FPPC or closure report, the NDEP will verify that a duplicate copy has been filed with the other responsible agency (ies). The Federal Agency (ies) will review the closure documents to determine if a Plan amendment or a revised RCE is needed and the level of NEPA analysis required. The Federal Agency (ies) will notify the Operator and other agency (ies) involved of its determination.

VI. DETERMINING THE RECLAMATION COST ESTIMATE/ADMINISTERING THE BOND.

The provisions of this section describe coordination of the agencies in determining a RCE, the amount required for a Reclamation Bond, administering a bond, obtaining performance under a bond, and performing reclamation of Plans covered by this MOU.

1. Based on a complete and adequate RCE submitted by an Operator, the agencies shall determine a single amount required for the Reclamation Bond, write a Reclamation Bond decision letter and ensure the agency (ies) are copied on the decision.

If NFS lands are involved, the applicable portion of the RCE shall be documented by the U.S. Forest Service and that portion of the bond shall be allocated for the NFS lands. The NDEP or the U.S. Forest Service shall each have access to its appropriate allocation of the bond based on the bond amounts for NFS land and private land unless otherwise agreed to in writing. If a bond includes coverage of USDOIBLM and NFS lands, then an interagency agreement may be executed as necessary.

2. All reviews of RecPlans, TPPCs and RCEs shall be coordinated between the agencies to the extent feasible to determine a mutually acceptable required bond amount. Descriptions of the activities included in both the TPPC and RecPlan should be consistent and provide sufficient detail to support the RCE. The agencies shall make every effort to resolve any major discrepancies between the RCE and the TPPC to the extent that their scopes overlap, including requiring the Operator to reconcile any such discrepancies by amending the RCE and TPPC when determined necessary. For projects involving USDOIBLM and private lands, the USDOIBLM and the NDEP will coordinate on correspondence of formal comments and approvals of the required bond amount.

FS Agreement No. \_\_\_\_\_  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_

If the Federal Agencies or the NDEP are unable to complete their RCE review in a timely manner, the agency that has completed its review will proceed with issuing a RCE determination as required by applicable state or federal regulations. An agency with an unanticipated delay in its review will issue a RCE determination upon completion of its review of the RCE. The agencies will make every effort to limit delays

For operations involving NFS and private lands that cumulatively propose five acres or more of disturbance, the U.S. Forest Service and the NDEP will mutually determine whether a single Reclamation Bond or separate Reclamation Bonds will be held for the operation. A single Reclamation Bond may be provided if the RCE specifies the amount of the Reclamation Bond allocated to reclamation for the NFS lands. The basis for the allocations shall be the RCE determined by the agencies in provision 1 of this section of the MOU. The Reclamation Bond may be held by the U.S. Forest Service or by the NDEP. Such Reclamation Bond must be acceptable to both agencies, and must meet their respective requirements and standards.

If separate Reclamation Bonds are allocated for NFS and private lands, the U.S. Forest Service will review the RCE and adjust as necessary according to regulation/policy applicable to the RCE for the NFS lands associated with the project. The NDEP will review the RCE and subsequent updates to the RCE for the private portion of the operation. Both agencies will issue a determination of required Reclamation Bond upon the completion of their respective reviews.

The Standardized Reclamation Cost Estimator (SRCE) is a tool used by the NDEP and USDOJ-BLM to calculate Reclamation Bond costs for exploration and mining projects proposing five acres or more disturbance. Appropriate use of SRCE can provide a consistent basis for estimating reclamation costs for operations in Nevada and can help ensure that RCEs meet applicable regulatory requirements. For Mining Plans on NFS lands in Nevada, the U.S. Forest Service may also use SRCE as a tool to calculate reclamation costs proposing 5 acres or more disturbance.

3. When the USDOJ-BLM and the U.S. Forest Service require a Reclamation Bond for a Plan that involves lands managed by both agencies, a Reclamation Bond for the Plan may be held by either agency and shall be redeemable by either agency. Any such Reclamation Bond(s) must be acceptable to both agencies. An interagency agreement may be executed as necessary.
4. If the NDEP holds a single bond for a Plan covered by this MOU that includes Federally-managed lands, then the Reclamation Bond must be acceptable to the USDOJ-BLM (consistent with regulations at 43 CFR 3809.203, § 3809.570, and § 3809.571) prior to the NDEP acceptance.
5. The amount of the Reclamation Bond provided for a Plan must be sufficient to satisfy the RCE for the lands under each agency's jurisdiction as required by the laws and regulations of each agency. Where a mutually acceptable RCE cannot be reached, the agencies shall enter into dispute resolution as outlined in Section X of this MOU. If dispute resolution is

FS Agreement No. \_\_\_\_\_  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_

not successful, then the agencies shall be responsible for determining the RCE for lands under their separate jurisdictions and require bonding accordingly.

6. If an agency finds cause to demand payment of a Reclamation Bond held by another agency, the agency finding cause must provide adequate justification and request the holding agency to initiate collection action. The agency holding the Reclamation Bond will initiate the process to collect the Reclamation Bond to the extent provided by and consistent with its laws and regulations. It is further agreed the agency holding the Reclamation Bond will act on behalf of the other agencies on any matters concerning the Reclamation Bond, to the extent provided by or consistent with its laws and regulations.
7. When a Reclamation Bond is collected, forfeited, or relinquished, the agency holding the appropriated funds will coordinate with the jurisdictional agencies on site reclamation. Expenditure and allocation of funds will be a collaborative decision between the agencies based on a coordinated site visit to determine reclamation needs in the best interest of public health and safety, and to minimize unnecessary or undue degradation of the environment. Each agency, however, remains responsible for complying with its law and regulations when collecting, forfeiting, expending or allocating such reclamation funds and nothing in this MOU should be interpreted in contravention of each agency's legal authorities and mandates.
8. The agencies may enter into additional agreements when necessary to implement any provisions under this Section. Such agreements may be required to describe legal and procedural requirements that must be followed by the agencies in determining the required amount of a Reclamation Bond, administering the bond, collecting the Reclamation Bond and/or performing reclamation on Federally-managed and private lands.
9. Written concurrence will be required of all agencies to verify any reduction of the obligated amount of a bond prior to a reduction being allowed. A reduction of the obligated amount of the bond will be effected by the office of the agency which accepted and maintains the bond. All parties to the bond and/or operations will be advised if and when the obligated amount of the bond is reduced.

VII. DETERMINING THE LONG-TERM FUNDING MECHANISM COST ESTIMATE/ADMINISTERING THE LONG-TERM FUNDING MECHANISM. The provisions of this section describe how the agencies will coordinate in determining a LTFM cost estimate, the funding amount (present value) required for a LTFM, administering a LTFM, obtaining performance under a LTFM, and performing long-term site management of Plans covered by this MOU using a LTFM. NDEP's authority with respect to LTFMs is limited to those activities involving waters of the state, mine-impacted waters and activities required to maintain the effectiveness of reclamation and closure.

1. The RecPlan for operations that require a LTFM must include a detailed description of the long-term management requirements for the site. The RecPlan is a component of the Plan. The agencies shall coordinate all reviews of RecPlans and LTFM cost estimates to the extent feasible to ensure that all appropriate activities and costs are identified. The agencies



FS Agreement No. \_\_\_\_\_  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_

shall make every effort to resolve any major discrepancies between the RecPlan, TPPC (and FPPC if one exists) and LTFM cost estimate, to the extent that their scopes overlap, and when determined to be necessary shall require the Operator to reconcile any such discrepancies by amending the Plan, TPPC (and FPPC if one exists) and LTFM cost estimate. For projects involving BLM Lands and private lands, the USDOJ-BLM and the NDEP will coordinate on the communication of the agencies' formal comments.

2. The USDOJ-BLM shall be the lead agency regarding the determination of a LTFM cost estimate for operations that include BLM Lands. The USDOJ-BLM will issue a decision determining the required LTFM cost estimate and will ensure the appropriate agency (ies) is copied on the decision as appropriate.
3. For operations on BLM Lands, all aspects of fund administration, including but not limited to establishing the discount rate, the funding amount (present value), determining the appropriate asset mix, and monitoring fund performance, will be the responsibility of the USDOJ-BLM.
4. The amount of the LTFM provided for a Plan must be sufficient to satisfy the cost estimate for the lands under each agency's jurisdiction as required by the laws and regulations of each agency. Where appropriate, the agencies may choose to develop separate LTFM cost estimates for lands under their separate jurisdictions and require financial assurances accordingly.
5. For operations on BLM Lands, the USDOJ-BLM will be the sole beneficiary of the LTFM. If the operator ceases to exist or is subject to a dissolution proceeding or a petition under Chapter 7 of the United States Bankruptcy Code, Title 11 U.S.C., as it may be amended or revised, or is otherwise provided for in the LTFM agreement, the USDOJ-BLM will use any and all withdrawals, distributions or disbursements from the LTFM to finance the long-term post-mining obligations described in the RecPlan. The USDOJ-BLM will coordinate with the jurisdictional agencies on long-term site management activities. Expenditure and allocation of funds on BLM Lands will be a USDOJ-BLM decision after considering input from the agencies based on a coordinated site visit to determine site management needs in the best interest of public health and safety, and to minimize unnecessary or undue degradation of the environment. Each agency, however, remains responsible for complying with its laws and regulations when withdrawing, distributing or dispersing such funds and nothing in this MOU should be interpreted in contravention of each agency's legal authorities and mandates.
6. For operations on lands in Nevada managed by the U.S. Forest Service, the U.S. Forest Service will work with the NDEP to establish the LTFM. NDEP will hold and administer the LTFM.
7. The agencies may enter into additional agreements when necessary to implement any of the provisions under this Section. Such agreements may be required to describe legal and procedural requirements that must be followed by the agencies in administering the LTFM,

FS Agreement No. \_\_\_\_\_  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_

withdrawing, distributing or dispersing the L TFM, and/or performing long-term site management on Federally-managed and private lands using the LTFM.

8. In the event that a LTFM cost estimate and/or funding amount is decreased, the affected agency (ies) will be notified by the agency administering the LTFM. The notification will explain why the LTFM cost estimate and/or funding amount is being reduced and the new LTFM cost estimate and/or funding amount required.

VIII. LIMITATIONS. This MOU is not intended to waive or otherwise limit any Federal or State laws, rules, or regulations, or any other requirements or duties under such laws and regulations. This MOU is not intended to give an agency additional authority beyond the agency's current legal authorities.

IX. COORDINATION The Federal Agencies and the NDEP have many similar requirements for the Plan and/or water pollution control permit, including content requirements and compliance. The agencies will coordinate and exchange relevant information and correspondence as described below.

1. Each agency will promptly inform the other agencies of any new or recently discovered mineral-related activities on either Federally-managed or private lands to the agency (ies) with jurisdiction.

The Federal Agencies will inform the NDEP of any exploration greater than five acres, or mining and processing activities of any size, on Federally-managed lands.

2. Each agency will promptly inform the other agencies of any changes in law, regulation or policy that could affect this MOU.
3. Representatives from the agencies will meet as needed to coordinate activities, resolve issues or mutual concerns, exchange information on policies and procedures, and address any other matters of mutual concern that affect the implementation of this MOU.
4. Each agency will provide the other agencies a list of general personnel contacts corresponding to U.S. Forest Service and BLM Field Office management areas as a working directory of current locatable mineral projects and the points of contact for each operation. Points of contact lists shall be updated at least annually.
5. The agencies will coordinate and exchange relevant information and correspondence relating to inspections, Plans and RecPlans for projects affecting the agencies. When the Federal Agencies receive a new or amended Plan covered by this MOU they will verify that a duplicate copy was also provided to the Reclamation Branch of the NDEP, Bureau of Mining Regulation and Reclamation. The NDEP will allow submittal of duplicate copies in electronic format.
6. To the extent possible, in order to streamline the NEPA process and reduce potential for permitting delays, the agencies will make every effort to coordinate with each other and

FS Agreement No. \_\_\_\_\_  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_

the Operator prior to the formal submittal of a new Plan or major modification to an existing Plan. This will allow the agencies to provide input into the development of the conceptual Plan and coordinate baseline information needs before the Plan is submitted for agency review.

7. The agencies will coordinate and exchange relevant information and correspondence relating to the water pollution control permit, including the following plans:
  - water management plans
  - waste rock management plans
  - hydrological and geochemical studies
  - design plans for mining areas and processing facilities, waste rock and tailing disposal facilities
  - monitoring plans
  - interim management plans
  - TPPCs, and
  - FPPCs
8. To the extent possible, the agencies will make every effort to encourage and facilitate joint inspections.
9. The agencies will coordinate and exchange non-confidential information relating to Noncompliance Orders, Notices of Noncompliance and Findings of Alleged Violation and Orders.
10. The agencies will coordinate and exchange relevant information and correspondence relating to a change of operator, permit transfer, and related Reclamation Bond release. A Reclamation Bond release by NDEP requires the Operator to submit documentation of reclamation activities for surety release (Attachment A of the NDEP Reclamation Permit). The agencies will make every effort to review Attachment A prior to conducting joint site inspections and to coordinate authorization of bond releases. The agencies will not authorize Reclamation Bond releases without the other agencies' concurrence.
11. In instances where the NDEP has issued a Reclamation Permit for a project that includes BLM notice-level activity, extra effort is required by each agency to coordinate RCE reviews (on two-year intervals) and Reclamation Bond releases (with Attachment A submittals and joint inspections).
12. The USDOJ-BLM and the NDEP will jointly develop an annual schedule for operations that require a three (3) year RCE update. The agencies will coordinate correspondence to the Operators requiring the update and providing information on when submittals are required.
13. The U.S. Forest Service and the NDEP will coordinate on an annual basis to identify operations on NFS lands requiring a RCE update. The agencies will coordinate correspondence to the Operators requiring the update and when submittals are required.

FS Agreement No. \_\_\_\_\_  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_

14. Within 90 days of the effective date of this MOU, the agencies will create a joint one page MOU Fact Sheet summarizing the interagency coordination actions of this MOU. Within 30 days of completion, each of the agencies will post the Fact Sheet as allowed and distribute the MOU Fact Sheet to its staff and management who receive, review or approve submittals described herein from Operators. Upon hiring of new staff or management who receive , review or approve submittals described herein from Operators, each of the agencies will provide the MOU Fact Sheet to its new staff or management.

- X. DISPUTE RESOLUTION. In the event the agencies reach an impasse in resolving an issue addressed in this MOU, two levels of resolution will be established under this MOU. The first level will involve the Field/District Manager for the USDOJ-BLM, the District Ranger for the U.S. Forest Service and the Bureau Chief for the NDEP Bureau of Mining Regulation and Reclamation. If resolution cannot be reached at this level, the next level will involve the State Director for the USDOJ-BLM, the Forest Supervisor for the U.S. Forest Service, and the Administrator for the NDEP.
- XI. EFFECTIVE DATE. This MOU shall become effective upon signature by the Administrator of the NDEP, the Forest Supervisor for the Humboldt-Toiyabe and Inyo National Forests of the U.S. Forest Service, and the Nevada State Director for the USDOJ-BLM, and will remain in full force and effect for a period of five (5) years from the date of the last signature, at which time it will expire. The agencies agree to implement the terms and conditions of this MOU as of the date of the last signature below.
- XII. NOTICES. Any communications affecting the operations covered by this agreement given by the Federal Agencies or NDEP is sufficient only if in writing and delivered in person, mailed, transmitted electronically by e-mail or fax.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- XIII. ENDORSEMENT. Any of the parties' contributions made under this MOU do not by direct reference or implication convey endorsement of other parties' products or activities.
- XIV. AMENDMENT. Amendment to this MOU may be proposed at any time by any agency subject to this MOU and shall become effective upon written approval by all agencies to the MOU.
- XV. TERMINATION. Any of the agencies, after sixty (60) days written notice to the other agencies, may terminate this MOU, in whole or in part, at any time before the date of expiration. In the event this MOU is terminated, each agency agrees to maintain any existing bond(s) to the extent consistent with applicable law until such time as an agreement can be reached between the Operator, the NDEP, and the Federal Agencies as to the disposition of such bond(s).
- XVI. NON-FUND OBLIGATION DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds among the agencies to this MOU will be handled in accordance with

FS Agreement No. \_\_\_\_\_  
 NDEP Agreement No. \_\_\_\_\_  
 BLM Agreement No. \_\_\_\_\_

applicable laws, regulations and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements, such as a cooperative agreement, that shall be made in writing by representatives of the agencies and shall be independently authorized by appropriate statutory authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements, including for competition..

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

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

- XVIII. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- XIX. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, 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.
- XX. DEBARMENT AND SUSPENSION. Each party shall immediately inform all other parties if they or any of their principals are presently excluded, debarred, or suspended from entering

FS Agreement No. \_\_\_\_\_  
NDEP Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_

into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should NDEP or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service and BLM without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- XXI. FREEDOM OF INFORMATION ACT (FOIA) AND NEVADA PUBLIC RECORDS ACT. Public access to MOU or agreement records must not be limited, except when such records must be kept confidential as a matter of law and/or are exempt from disclosure pursuant to the Freedom of Information Act (FOIA) regulations (5 U.S.C. 552) and Nevada Public Records Act (NRS Chapter 239).
- XXII. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Federal Agencies or the NDEP from participating in similar activities with other public or private agencies, organizations, and individuals.

FS Agreement No. \_\_\_\_\_  
 NDEP Agreement No. \_\_\_\_\_  
 BLM Agreement No. \_\_\_\_\_

**XXIII. PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

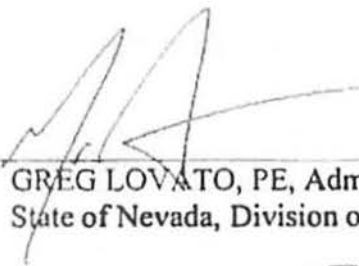
<b>AGENCY</b>	<b>PHONE</b>
Nevada Division of Environmental Protection – Administrator Greg Lovato PE – glovato@ndep.nv.gov 901 S Stewart St, Suite 4001 Carson City, NV 89701	(775) 687-9373
Bureau of Mining Regulation & Reclamation – Bureau Chief Joe Sawyer PE – jsawyer@ndep.nv.gov 901 S Stewart St, Suite 4001 Carson City, NV 89701	(775) 687-9397
Humboldt-Toiyabe National Forest 1200 Franklin Way Sparks, NV 89431	(775) 331-6444
Minerals Program Manager, Humboldt-Toiyabe National Forest Susan Elliott – susan.elliott@usda.gov 660 S 12 <sup>th</sup> Street, Suite 108 Elko, NV 89801	(775) 778-6123
Inyo National Forest 351 Pacu Lane, Suite 200 Bishop, CA 93514	(760) 873-2400
Bureau of Land Management, Nevada State Office Mining Law Program Lead Kirk Rentmeister – krentmei@blm.gov 1340 Financial Blvd Reno, NV 89502	(775) 861-6451

**XXIV. AUTHORIZED REPRESENTATIVES.** By signature on the following page, each party certifies that the individuals listed in this document as representatives of the individual parties 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.

FS Agreement No. \_\_\_\_\_

NDEP Agreement No. \_\_\_\_\_

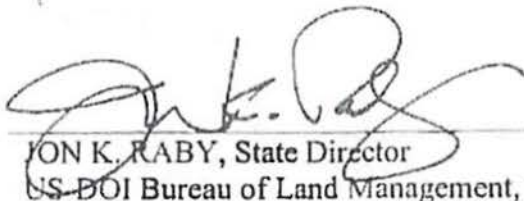
BLM Agreement No. \_\_\_\_\_



GREG LOVATO, PE, Administrator  
State of Nevada, Division of Environmental Protection

May 23, 2019

Date



JON K. RABY, State Director  
US DOI Bureau of Land Management, Nevada State Office

June 14, 2019

Date



TAMMY RANDALL-PARKER, Forest Supervisor  
U.S. Forest Service, Inyo National Forest

8/2/2019

Date



WILLIAM A. DUNKELBERGER, Forest Supervisor  
U.S. Forest Service, Humboldt-Toiyabe National Forest

6/27/19

Date

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



SARAH RUSSELL, Grants Management Specialist  
U.S. Forest Service, Humboldt-Toiyabe National Forest

6/26/2019

Date



Digitally signed by AARON STOUT  
Date: 2019.07.10 10:09:34 -07'00'

AARON STOUT, Grants Management Specialist  
U.S. Forest Service, Inyo National Forest

Date