MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR, THE BUREAU OF LAND MANAGEMENT, AND UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE,
CONCERNING
A FEDERAL LAND MANAGEMENT AGENCY'S DECISION GUIDANCE RELATED TO AIR QUALITY ANALYSIS

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between, the United States Department of the Interior, the Bureau of Land Management (BLM) and the United States Department of Agriculture, Forest Service (FS) to provide clarity and ensure consistency among these Federal land management agencies on air quality analyses related to various types of energy development activities.

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish the appropriate air quality analyses that should be conducted for the various levels of decision-making related to energy development activities on BLM and National Forest System (NFS) lands. It also creates a partnership to improve the knowledge of cleaner operations and systems and of possible mitigation measures related to air quality. This MOU must be used in tandem with, and build on, the existing BLM MOU WO300-2006-07 and Forest Service Agreement No. 06-SU-11132428-052, dated April 2006 (2006 MOU) concerning oil and gas leasing and operations and which were prepared to satisfy the requirements of Section 363 of the Energy Policy Act of 2005, PL 109-58.

II. GOALS

The BLM and FS carry out their respective missions while ensuring compliance with applicable standards that protect public health and the environment. These Federal land management agencies play an important role when the activities they authorize on the lands they manage require compliance with the National Environmental Policy Act (NEPA). This MOU seeks to provide clarity and ensure consistency among these agencies, ensure that the appropriate levels of analyses are conducted for specific types of decisions at the appropriate scale, and improve the efficiency of the necessary interactions among the agencies.

III. ROLES AND RESPONSIBILITIES OF THE FEDERAL LAND MANAGEMENT AGENCIES

a. The BLM's Role and Responsibilities.

1. The BLM administers more than 258 million surface acres in the National System of Public Lands and 700 million acres of Federal subsurface mineral estate underlying lands owned or managed by other entities, such as the Forest Service, the National Park Service, the U.S. Fish and Wildlife Service, the Bureau of Reclamation, and state and private landowners.

2. During planning or prior to certain land-use authorizations, the BLM conducts appropriate multiple resource analyses to determine potential future impacts and to establish environmental mitigation measures. When adequate information is available, appropriate analyses may include prediction of potential air quality impacts (including assumed meteorology, emissions, control measures, and atmospheric dispersion modeling). These analyses will be conducted where feasible and where appropriate to the level of decision being made. As appropriate, the BLM conditions approvals on compliance with all federal, state and local environmental regulations, including state or federal implementation plans related to air quality.

b. FS's Roles and Responsibilities.

1. FS is responsible for the surface management of 192 million acres of National Forest System (NFS) lands.

2. FS has the responsibility to approve and regulate all surface-disturbing activities on NFS lands. FS also must ensure that its activities or federally sponsored activities occurring on NFS lands within a federally designated non-attainment area "conform" to the applicable State Implementation Plan and will not cause or contribute to an exceedance of the ambient air quality standards.

3. FS has a role in assessing air pollution impacts to the health and sustainability of NFS lands.

IV. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The BLM and FS have been working on air quality analyses related to various levels of energy development activities. This MOU will provide support to the federal land management agencies by clarifying roles and responsibilities of each agency, ensuring that the appropriate levels of air quality analyses are conducted for specific types of decisions at the appropriate scale, and improving the efficiency of the necessary interactions among the agencies. This MOU also will ensure nationwide consistency of

the air quality analyses conducted under NEPA for energy development decisions on federal lands managed by the BLM or FS.

V. RELEVANT STATUTES

a. The Federal Land Policy and Management Act of 1976, 43 U.S.C. 1701 et seq.
b. The Organic Administration Act, 16 U.S.C. 473-475, 477-482, 551
c. National Forest Management Act, 16 U.S.C. 1600, et seq.
d. The National Environmental Policy Act, 42 U.S.C. 4321 to 4370d
e. The Wilderness Act, 16 U.S. C. 1131-1136
f. The Clean Air Act, 42 U.S.C. 7401 to 7671q
g. Mineral Leasing Act of 1920, as amended, 30 U.S.C. 181 et seq.
h. Mineral Leasing Act for Acquired Lands of 1947, 30 U.S.C. et seq.
i. Energy Policy Act of 2005 (Public Law 109-58), Section 363, 42 U.S.C. 15922

VI. MUTUAL UNDERSTANDING AND AGREEMENT

a. The BLM and FS agree that the Federal Land Management Agency's Decision Table (Table 1) describes the appropriate air quality analysis for the NEPA documentation associated with each type of activity.

b. The BLM and FS will work to incorporate air quality-related best management practices for various types of energy development activities, where appropriate.

c. Any information furnished to the BLM or FS under this instrument is subject to the Freedom of Information Act and its exemptions, 5 U.S.C. 552.

d. This instrument does not restrict, alter, or modify participation by the BLM or FS in similar activities with other public or private agencies, organizations, and individuals.

e. The BLM and FS will handle their own activities and utilize their own resources, including the expenditures of their own funds, in pursuing these objectives.

f. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. The parties will endeavor to raise concerns early in the NEPA process and to propose definitive steps which, if taken, will resolve those concerns.

g. Nothing in this MOU shall obligate the BLM or FS to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the BLM or FS will require execution of separate agreements and is contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

h. This MOU takes effect upon the signature of the BLM and FS and shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of the BLM or FS, and the subsequent written concurrence of the remaining party. The BLM or FS may terminate this MOU with a 60-day written notice to the other party.

i. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

VII. PRINCIPAL CONTACTS

a. The BLM

Chief, Fluid Mineral Division	Chief, Division of Environmental Quality and Protection
1849 C Street, NW (501 LS)	1849 C Street, NW (504 LS)
Washington DC 20240	Washington DC 20240
(202) 452-5061	(202) 452-5060

b. FS

Director of Minerals and Geology Management;	Director of Watershed, Fish, Wildlife, Air and Rare Plants
1400 Independence Ave, SW	1400 Independence Ave, SW
Washington DC 20250	Washington DC 20250
(703) 605-4785	(202) 205-1671

VIII. DISPUTE RESOLUTION

If a dispute arises under this MOU that is not resolved informally among the BLM and FS, then either party may pursue the following dispute resolution procedure:

1. The party that seeks resolution will provide a written statement of its dispute, along with any rationale or supporting documents, to the other party. The parties will engage in discussions in an attempt to arrive at a consensus and resolve the dispute.
2. If no resolution is reached within thirty (30) calendar days of receipt of the statement of dispute, then the dispute may be elevated to the Agency's respective headquarters-level officials or their designees. The principle contacts for the parties will engage in discussions in an attempt to arrive at a consensus.

3. The time limits in the paragraph 2 may be extended on the agreement of the parties to the dispute.

FEDERAL LAND MANAGEMENT AGENCY'S DECISION TABLE
Table 1

Decision Level	Appropriate Air Quality Analysis	Remarks
PLANNING	• Quantitative Modeling: None required • Qualitative Analysis: As needed, based on appropriate development scenarios	Available information is too speculative (neither specific or detailed) to support quantitative air quality modeling as only broad decisions are being made concerning whether lands are available for energy development activities.
LOW-LEVEL ENERGY DEVELOPMENT ACTIVITY	• Quantitative Modeling: None required except in the rare situation when the land management agency determines emissions analysis indicates need • Qualitative Analysis: As needed	Available information is generally highly speculative. The action involves low levels of surface disturbance and projected emissions are usually too small to warrant use of a quantitative model.
PROJECT / HIGH-LEVEL ENERGY DEVELOPMENT ACTIVITY	• Quantitative Modeling: Appropriate level as determined by the land management agency in consultation with EPA (or delegated state agency) • Qualitative Analysis: As needed	Availability of information for a project with a high-level of development is more certain. A quantitative estimate of emissions can be produced and can result in useful modeling.

IX. IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding as of the last written date below.

U.S. Department of Agriculture

Mark Rey, Undersecretary — 1/15/09 Date

U.S. Department of Interior

C. Stephen Allred, Assistant Secretary for Land and Minerals Management — 1/15/09 Date