

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OREGON/WASHINGTON STATE OFFICE MEDFORD DISTRICT OFFICE
AND THE
COUNTY OF SISKIYOU
AS A COOPERATING AGENCY
FOR
REVISION OF THE RESOURCE MANAGEMENT PLAN AND PREPARATION OF
ENVIRONMENTAL IMPACT STATEMENT FOR THE
CASCADE-SISKIYOU NATIONAL MONUMENT

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the County of Siskiyou (Cooperator), and the Department of the Interior, Bureau of Land Management (BLM), Oregon/Washington (OR/WA) State Office, Medford District Office for the purpose of preparing the Resource Management Plan (RMP) and Environmental Impact Statement (EIS) for the BLM-managed lands within the Cascade-Siskiyou National Monument (CSNM). The BLM is the lead Federal agency for development of the RMP/EIS. The BLM acknowledges that the Cooperator has special expertise applicable to the RMP/EIS effort, as defined at 40 CFR 1508.1(n) and 1508.1(ee). This MOU describes responsibilities and procedures agreed to by the County of Siskiyou as a 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 1508.1(e)), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

II. Purposes

The purposes of this MOU are:

- A. To designate the County of Siskiyou as a Cooperating Agency in the RMP/EIS process.
- B. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMP/EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the RMP/EIS and the Record of Decision (ROD).
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

III. BLM Authorities for the MOU

The authorities for the BLM to enter and engage in the activities described within this MOU are provided by the National Environmental Policy Act, 42 USC 4321 et seq. and 40 CFR 1501.8 Cooperating Agencies, 1506.2 Elimination of Duplication with State, Tribal, and Local Procedures, and 1508.1(e) Cooperating Agency.

Additional authority comes from the Federal Land Policy and Management Act, 43 USC 1712 et seq., which mandates coordination of BLM planning and management efforts with the programs of state and local governments which may be affected by those planning actions.

IV. Roles and Responsibilities

A. BLM Responsibilities:

1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft RMP/Draft EIS, the Proposed RMP/Final EIS, and the ROD. The BLM's responsibilities include determining the purpose of and need for the RMP, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements. To prepare and ensure the content and quality of the Draft RMP/Draft EIS, the Proposed RMP/Final EIS, and the Record of Decision.
2. To provide Cooperator with meaningful opportunities for participation (see Attachment A), including involvement in:

- a. identifying issues and concerns of relevance to the planning effort,
 - b. identifying or providing data that is suitable, available, and relevant to the planning effort,
 - c. reviewing and commenting on draft sections of the EIS for which the Cooperator provided input due to its special expertise.
3. To consider and incorporate information and comments provided by the Cooperator into EIS documents to the extent possible and where appropriate.
 4. To make all final determinations regarding the content of the EIS document.

B. Cooperating Agency Responsibilities:

1. Protect all proprietary information and data collected and agree not to release these materials to individual entities other than the parties to this MOU and their contractors unless required by the Freedom of Information Act or the California Public Records Act.
2. Public Records: Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.
3. Along with other involved Cooperating Agencies, participate in the planning process (e.g., attend cooperating agency meetings when necessary).
3. Provide information relevant to the project's potential impacts on resources within the action area for which the County of Siskiyou has special expertise (e.g., policy, legislation, budgets, capital assets).
4. Review public scoping comments to assist with alternatives development.
5. Review public comments on the draft EIS and assist with responses to cooperator's special expertise.
6. Assist with modifications of the document for FEIS production if public comment warrants changes to the project's potential impacts on resources within the action area for which the County of Siskiyou has special expertise.

C. Responsibilities of the Parties:

All parties agree to use their best efforts to meet BLM's schedule for this NEPA process, (see Attachment B).

V. Conflict Resolution

The parties agree to work cooperatively and to resolve conflicts as quickly as possible and will make reasonable efforts to resolve procedural and/or substantive conflicts. Each entity may request conflict resolution procedures, in writing, only after all other attempts made by both parties to reach agreement through good faith negotiations have been exhausted. Each entity shall bear its own costs for conflict resolution.

- A. In cases where disputes cannot be resolved in a timely manner, the BLM as lead agency will have the final determination.

VI. Funding

Each entity agrees to fund its own expenses associated with this planning process.

VII. Implementation, Amendment and Termination

This agreement becomes effective upon signature by all parties and may be subsequently amended through written agreement of all signatories. The BLM may need to extend project milestones in Attachment B but will inform parties ahead of time. The parties agree to jointly develop a framework for information exchange and feedback after the signing of this agreement. Such a framework should include points of contacts (POCs) and their chain of command, preferred forms of communication, and typical timeframes for replies.

The Cooperator or the BLM may terminate this agreement by providing written notice of termination to the other party. If not terminated sooner, this agreement will end when the Record of Decision for the Final EIS is published in the Federal Register.

Nothing in this agreement will abridge or amend the authorities and responsibilities of the Cooperator or the BLM or any other party on any matter under their respective jurisdictions.

Nothing in this agreement may be construed to require either the Cooperator or the BLM to obligate or pay funds or in any other way take action in violation of the Anti-Deficiency Act (31 USC 1341) or any State or County law or ordinance.

VIII. Sovereign Immunity

Neither signatory waives their sovereign immunity by entering into this Memorandum of Understanding. Each fully retains all immunities and defenses provided by law with respect to any actions based on or occurring as a result of this agreement.

IX. List of Contacts

BLM:

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Medford District Manager
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Nikki Haskett
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County of Siskiyou (Please include both County
contacts on all correspondence):

Elizabeth Nielsen
Deputy County Administrator
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(530) 842- 8012

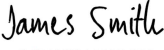
James Smith
Agricultural Commissioner/Sealer
jsmith@co.siskiyou.ca.us
(530) 841- 4033

X. Signatures

The parties hereto have executed this Memorandum of Understanding as of the dates shown below.

Elizabeth R. Burghard
Medford District Manager

Dated: _____

DocuSigned by:

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James Smith
Agricultural Commissioner/Sealer

Dated: 7/17/2024

**Cooperating Agency Participation in the RMP/EIS
 (Attachment A)**

	RMP/EIS Stage	Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise
1	Conduct scoping and identify issues	Identify significant issues; identify relevant local and regional organizations and interest groups; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Develop planning criteria	Provide advice on proposed planning criteria.
3	Collect inventory data	Identify data needs; provide data and technical analyses within the CA’s expertise.
4	Formulate alternatives	Collaborate with the BLM manager in developing alternatives. [Decision to select alternatives for analysis is made by the BLM.]
5	Estimate effects of alternatives	Provide effects analysis within the CA’s expertise; identify direct, indirect, and cumulative effects within the CA’s expertise; suggest mitigation measures for adverse effects.
6	Select the preferred alternative; issue Draft RMP/EIS	Collaborate with BLM manager in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft RMP–DEIS. The CAs may provide written, public comments on draft if desired. [Decision to select a preferred alternative and to issue a draft is made by the BLM.]
7	Respond to comments	As appropriate, review comments within the CA’s expertise and provide assistance in preparing the BLM’s responses.
8a	Issue Proposed RMP/FEIS	[Action reserved to the BLM]
8b	Initiate Governor’s Consistency Review	Once initiated by the BLM, state CAs can contribute to the Governor’s Consistency Review.
9	Sign Record of Decision (ROD) [or]	[Action reserved to the BLM]
9a	Resolve protests; modify Proposed RMP/FEIS if needed; sign ROD	[Action reserved to the BLM.] A CA that has provided information relevant to a protest may be asked for clarification.

**Schedule
 (Attachment B)**

Milestone	Tentative Date
Publication of the Notice of Intent	June 9, 2023
Publication of the Analysis of the Management Situation and Planning Criteria	June 2023
Public Scoping and Alternatives Development	Summer 2023
Development of Draft RMP/Environmental Impact Statement (EIS)	Fall 2023
Publication of Draft RMP/EIS and Public Comment Period	Early 2024
Proposed RMP/Final EIS	Fall 2024
Protest Resolution Period	Fall 2024
Approved RMP and Record of Decision (ROD)	January 2025