

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SHASTA, CALIFORNIA
AND THE
BUREAU OF LAND MANAGEMENT
NORTHERN CALIFORNIA DISTRICT
ARCATA AND REDDING FIELD OFFICES

I. INTRODUCTION

The Bureau of Land Management (BLM), Redding Field Office and Arcata Field Office are developing a new Resource Management Plan (RMP) that will cover both Field Offices — the Northwest California Integrated Resource Management Plan (NCIP). The BLM anticipates that the NCIP and associated environmental impact statement (EIS) will take approximately four years to complete.

The County of Shasta, California (Shasta County) is eligible to become a Cooperating Agency for the duration of the RMP/EIS process. Cooperating Agency status provides an opportunity for the BLM, Shasta County and other Cooperating Agencies to work together to enhance the BLM's planning efforts. By CEQ and DOI regulation, a Cooperating Agency may assist in identifying issues to be addressed (43 CFR 1610.4-1), arranging for the collection and/or assembly of necessary resource, environmental, social, economic, and institutional data (43 CFR 1610.4-3), analyzing data (43 CFR 1610.4-4), developing alternatives (43 CFR 1610.4-5), evaluation alternatives and estimating the effects of implementing each alternative (43 CFR 1610.4-6, and 4-7), and carrying out any other tasks necessary for the development of the environmental analysis and documentation within the Cooperating Agency's special expertise or jurisdiction.

II. PURPOSE

In carrying forth its responsibilities and mandates under the National Environmental Policy Act and Council of Environmental Quality regulations at 40 Code of Federal Regulations (CFR), Part 1500 and the Federal Land Policy and Management Act (as amended) CFR Part 1600, the BLM recognizes an important need to ensure that the interests of Shasta County are accounted for, and that they are meaningfully engaged in the above stated resource management planning effort and associated EIS.

As such, Shasta County has requested, and the BLM has agreed to grant to Shasta County, Cooperating Agency status pursuant to 40 CFR 1501.6, 1501.8, 43 CFR 46.225, and 43 CFR 1610.3-1(b). Under these regulations, the BLM recognizes that Shasta County has special expertise as it relates to various aspects of the planning effort described above.

This Memorandum of Understanding (MOU) sets forth BLM Northern California District's and Shasta County shared intentions regarding their roles and responsibilities for the purposes of collaborative planning and production of the RMP and EIS, and Shasta County's status as a Cooperating Agency. Nothing in this MOU is intended to be in place of or constrain any decisions related to any contracts or approvals required by law.

III. AGENCY DESIGNATIONS

Appendix A specifies Agency Representatives. Each participating entity will designate one primary representative to attend meetings and to act as a point of contact to ensure coordination and exchange of information between Shasta County and the BLM during the planning process. An entity may change its representative at any time by providing written notice to the other party. Cooperating Agencies may also involve staff specialists in discussions, when a specific topic warrants such expertise.

IV. AUTHORITIES FOR MOU

Authority for the BLM and Shasta County to participate in this MOU is provided by the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. and 40 C.F.R. §§ 1501.6 – Cooperating Agencies, 1506.2 – Elimination of Duplication with State and Local Procedures, and 1508.5 – Cooperating Agency.

Additional authority comes from the Federal Land Policy Management Act, 43 U.S.C. § 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.

V. ROLES AND RESPONSIBILITIES

A. RESPONSIBILITIES OF THE BUREAU OF LAND MANAGEMENT

The BLM is responsible for the following:

- i. To prepare and ensure the content and quality of the Draft RMP/Draft EIS, the Proposed RMP/Final EIS, and the Record of Decision/Approved RMP. As lead agency, the BLM retains final responsibility for the content of all NEPA documents, including the Draft and Final EIS and Record of Decision, and the Draft and Final Resource Management Plan. In meeting this responsibility, the BLM will follow all applicable statutory and regulatory requirements.
- ii. To provide Shasta County with meaningful opportunities for participation within its areas of special expertise, including involvement in:
 - identifying issues and concerns of relevance to the planning effort,
 - identifying or providing data that is suitable, available and relevant to the planning effort, to the extent available by law,

- reviewing and commenting on draft sections of the RMP/EIS for which Shasta County provided input.
- iii. To consider and incorporate information and comments within its area of special expertise that is provided by Shasta County into RMP/EIS documents to the extent possible and where appropriate.
- iv. For each task, to specify periods for Cooperating Agency participation and/or document review.
- v. BLM acknowledges that all supporting materials and draft documents shared with Shasta County may be subject to the requirements of the California Public Records Act.

B. RESPONSIBILITIES OF SHASTA COUNTY

Shasta County has special expertise in a number of areas related to the NCIP and the RMP/EIS, including the following: local land use, law enforcement, fire suppression, transportation, recreation and tourism, and county government services.

As such, consistent with Shasta County special expertise, Shasta County intends to undertake the following:

- i. Along with other Cooperating Agencies, to participate in the planning process to the fullest extent possible.
- ii. To assist the BLM with the identification of issues and concerns to be addressed through the planning effort.
- iii. To provide data of potential relevance and value to the RMP/EIS effort. Nothing in this MOU is intended to require the sharing or distribution of data or information deemed to be sensitive, personal, confidential, private, or proprietary. Data sets and summarized data will not include sensitive, personal, confidential, private, or proprietary information that may be associated with the shared, biological data. Data of potential relevance and value to the RMP/EIS effort may include but is not limited to the following:
 - approved Shasta County programs, plans and policies potentially affected by the RMP,
 - information regarding planning area resources and current and proposed uses and management actions,
 - environmental analyses on issues for which Shasta County has special expertise,
 - socio-economic data such as demographics, activities and values.
- iv. To review and provide comments during specified review periods on preliminary baseline and other technical reports for which Shasta County has contributed data or other pertinent information.

- v. To review and provide comments during specified review periods concerning the following sections of the preliminary Draft EIS:
 - preliminary range of alternatives to be considered in detail,
 - relevant portions of the "Affected Environment" section,
 - relevant portions of the "Environmental Consequences" section,
 - relevant portions of the "Consultation and Coordination" section, including information on consistency reviews,
 - other portions relevant to Shasta County's expertise, as appropriate.
- vi. To provide a consolidated comprehensive review of the Draft RMP/EIS during specified review periods.
- vii. To assist the BLM with analyzing and reviewing public comments and data, and with the development of the Proposed RMP/Final EIS.
- viii. To comply with reasonable specified timeframes for requested participation and document review/input. Should Shasta County be unable to provide timely participation, BLM may proceed without Shasta County's participation in order to maintain the overall planning schedule.
- ix. Shasta County acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes.

VI. FUNDING

Each entity agrees to fund its own expenses associated with this planning process. All of the work referred to in the MOU is subject to available funding, and nothing in this MOU may be construed to obligate the parties to any current or future expenditure of resources.

VII. JOINT RESPONSIBILITIES

The parties agree to work cooperatively, and to resolve differences as quickly as possible.

VIII. IMPLEMENTATION, AMENDMENT AND TERMINATION

This MOU becomes effective upon signature by all parties, and may be subsequently amended through written agreement of all signatories.

Shasta County or the BLM may terminate this MOU by providing written notice of termination to the other party. If not terminated sooner, this MOU will end when the Notice of Availability for the Final EIS is published in the Federal Register.

All provisions of this MOU are intended and will be interpreted to be consistent with all applicable provisions of state and federal law. Nothing in this MOU will abridge, limit or amend the authorities and responsibilities of Shasta County or the BLM or any other party on any matter under their respective jurisdictions.

Nothing in this MOU may be construed to require either Shasta County or the BLM to obligate or pay funds or in any other way take action in violation of the Anti-Deficiency Act (31 U.S.C. § 1341) or any State or regulation.

IX. SOVEREIGN IMMUNITY

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

X. SIGNATURES

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

BUREAU OF LAND MANAGEMENT,
NORTHERN CALIFORNIA DISTRICT

Alan Bittner
Northern California District Manager


Date

COUNTY OF SHASTA, CALIFORNIA


DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

Date

APPROVED AS TO FORM:


DAVID M. YORTON, JR.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY:  08/01/17
James Johnson
Risk Management Analyst

APPENDIX A – AGENCY REPRESENTATIVE

REPRESENTING: COUNTY OF SHASTA, CALIFORNIA

Patrick J. Minturn
Public Works Director
1855 Placer Street
Redding, CA 96001
Phone: (530) 225-5661
Email: pminturn@co.shasta.ca.us

REPRESENTING: BUREAU OF LAND MANAGEMENT
NORTHERN CALIFORNIA DISTRICT

David Fuller
NCIP Project Manager
Arcata Field Office
1695 Heindon Road
Arcata, CA 95521
Phone: (707) 825-2315
Email: dfuller@blm.gov