

EXAMPLE –**MEMORANDUM OF UNDERSTANDING
BETWEEN [MINING COMPANY NAME] AND
THE U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT****FOR THE PURPOSE OF
PREPARING AN ENVIRONMENTAL IMPACT STATEMENT FOR
THE [PROJECT NAME] PROJECT****I. BACKGROUND AND PURPOSE**

The U.S. Department of the Interior, Bureau of Land Management (BLM) has determined that an Environmental Impact Statement (EIS) is required for the [Project Name] (Project) proposed by [Mining Company Name], (hereinafter referred to as [MCN]). The purpose of this Memorandum of Understanding (MOU) is to establish an agreement between [MCN] and the BLM regarding the preparation of the EIS for the Project. The preparation of the EIS includes development of technical and baseline studies that will be part of the EIS. The environmental analysis for the plan of operations for the Project will follow the completion of these technical and baseline studies. [MCN] has submitted a proposed plan of operations to construct, operate, reclaim, and close an [Insert Type of Mine and Location]. The Project would include [Mining Type] mining operations and ancillary facilities in the Project Area as well as [transportation by truck of products to major highway intersections].

The purpose of this MOU is to establish an agreement between [MCN] and the BLM regarding the respective responsibilities, conditions, and procedures to be followed during the preparation of the Draft and Final EIS, and Record of Decision.

The current governing policy for land use on the public lands within this area is contained in the [Resource Management Plan].

To facilitate timely environmental review and preparation of associated documents, [MCN] agrees to contract the EIS preparation with the consulting firm [Third Party Contractor] ([Third Party Contractor]) pursuant to 40 CFR § 1506.5(c). Since [Third Party Contractor] is not a party to the MOU, obligations of the consultant presented in this MOU will be articulated as conditions in a contractual agreement between [MCN] and [Third Party Contractor]. Consistent with 43 CFR 3800.5(a), [MCN] will be responsible for certain processing costs incurred by the BLM in completing work related to the EIS.

In accordance with 40 CFR 1506.2 (a) and (c), to reduce duplication to the fullest extent possible, other federal, state, and local agencies having jurisdiction by law or special expertise will be informed and invited to provide input and participate as cooperating agencies with the parties to this MOU during the preparation of the Draft and Final EIS.

II. NEPA PROCESS

The EIS will assess the environmental impacts of the proposed action, a no action alternative, and a range of reasonable alternatives, and will identify alternatives considered but eliminated from further analysis. The alternatives analysis will serve to inform the decision making official and public.

III. AUTHORITIES

The EIS will be prepared in accordance with the *National Environmental Policy Act of 1969, as amended* (NEPA; 42 USCA Sec. 4321 to 4370e) and in compliance with all applicable laws and regulations passed subsequently, including Council on Environmental Quality (CEQ) regulations (*40 CFR 1500-1508*), Department of the Interior NEPA Regulations, 43 CFR Part 46, Department Manual 516, Environmental Quality (USDI 2004), BLM guidelines (*Handbook H-1790-1*), *Guidelines for Assessing and Documenting Cumulative Impacts* (BLM 1994a) and *Considering Cumulative Effects under the National Environmental Policy Act* (CEQ 1997) and Secretarial Order 3355. The BLM will use its expertise and professional judgement to see that the analyses and documents that are prepared conform to the NEPA, CEQ regulations, and other pertinent Federal laws and regulations, and BLM policies.

This MOU is entered into under the following authorities:

- A. National Environmental Policy Act of 1969, as amended (Public Law [PL] 91-190, 42 USC 4321, et seq.), and implementing regulations at 40 CFR 1500-1508;
- B. Department of the Interior's NEPA Implementing Regulations at 43 CFR Part 46; and
- C. Federal Land Policy and Management Act of 1967 (43 USC 1701, et seq.), Section 302, 307; and implementing regulations at 43 CFR [3802 and/or 3809]; and related BLM handbooks, manuals, and instruction memoranda.
- D. Secretarial Order 3355.

IV. RESPONSIBILITIES

A. BLM Responsibilities

1. The BLM will be the lead agency in the preparation of the EIS and will be responsible for compliance with the requirements of NEPA, CEQ regulations, and other pertinent federal laws and regulations.
2. The BLM [Field Office Name] Field Office Manager (hereinafter referred to as the Authorized Officer) will oversee [Third Party Contractor] to prepare the EIS in accordance with accepted third-party contracting procedures (40 CFR 1506.5 (c)). The Authorized Officer will designate for the BLM a Project Manager as the

sole point of contact for all matters related to the preparation of the EIS by [Third Party Contractor]. BLM's initial Project Manager and point of contact is listed in VI below. The Project Manager will manage all aspects of and associated with the EIS for the BLM.

3. The BLM will consult with and keep [MCN] informed on the progress of the EIS, including in regard to any data needs, on at least a bi-weekly basis. A summary of all matters relating to the EIS discussed in any meetings or communications among the BLM and [Third Party Contractor] and other parties without the participation of [MCN] shall be included in formal monthly reports submitted by [Third Party Contractor] to the BLM and [MCN]. The BLM will invite [MCN] to attend all meetings and conference calls with [Third Party Contractor] regarding significant issues. However, nothing herein shall be construed as requiring the BLM to release information to [MCN] that is subject to attorney-client or attorney work product privileges.
4. The BLM may invite or inform [MCN] and [Third Party Contractor] of meetings with federal, state, regional, and local agencies, Tribes, and other groups during the EIS process.
5. The BLM will provide oversight of the EIS preparation process on a bi-weekly basis or more frequently if needed to verify that [Third Party Contractor] considers existing data, environmental descriptions, mine planning and other analyses available from [MCN], BLM, and other sources. Additionally, the BLM will ensure that [Third Party Contractor] does not duplicate work already completed unless the BLM determines that the existing work is not sufficient for the purposes of the EIS. The BLM and [Third Party Contractor], with input from [MCN], will jointly assess whether existing work must be modified or revised. The BLM will direct how [Third Party Contractor] will consider existing data, environmental descriptions, mine planning and analyses available from all sources including the BLM. The [project name] EIS will tier, to the extent practicable and consistent with NEPA, with prior NEPA documents addressing plans of operation in the same area.
6. When requested to do so by [MCN], the BLM will treat specific information provided by [MCN] as confidential or proprietary to the extent permitted by law. This responsibility extends to both the BLM's and [Third Party Contractor]'s use of the information.
7. The BLM is responsible for complying with the NEPA procedures and implementing regulations including, but not limited to: document contents, case file (including documentation of rationale and supporting information), public review of the EIS, and required decision documentation. The BLM shall ensure that the EIS presents a range of reasonable alternatives and includes relevant environmental/social/economic issues and impacts, including cumulative impacts.
8. The BLM will provide a mailing list, which will be maintained by [Third Party Contractor], for distribution of the EIS to the public. The BLM will consult with

[MCN] on the project description as needed, particularly during impact analysis, to assist in improving or modifying the project description to avoid, mitigate, or otherwise address adverse impacts.

9. The BLM will undertake Native American consultation, in compliance with all relevant regulatory requirements.
10. The BLM will ensure that [Third Party Contractor] provide adequate copies of all maps, reports, and draft documents to the BLM, in a format acceptable to the BLM, to allow for a timely review.
11. The BLM will endeavor to identify all required mitigation by the completion of the draft EIS.

B. [MCN] Responsibilities

1. [MCN] will designate a single point of contact for the BLM on all matters relating to the preparation of the EIS. [MCN]'s initial point of contact is listed in VI below.
2. [MCN] will be responsible for developing and executing a contract between [MCN] and [Third Party Contractor]. [MCN] will be responsible for all project-related costs and any continuing costs incurred by [Third Party Contractor] until the contract is terminated by [MCN] or [Third Party Contractor].
3. Prior to awarding the contract, [MCN] will ensure that [Third Party Contractor] signs a "NO Conflict of Interest" or "Disclosure Statement" (Exhibit 2) stating that [Third Party Contractor] does not have any interest, financial or otherwise, in the outcome of the project. A copy of the signed statement must be provided to the BLM.
4. [MCN] will specify in the contract that [Third Party Contractor] will be responsible for providing an electronic copy of the draft and final EIS documents formatted on a medium (i.e. hardcopy or pdf) acceptable to the BLM and is Section 508 compliant. [MCN] will specify in the contract with [Third Party Contractor], that [Third Party Contractor] will assist the BLM in fulfilling its responsibilities for the requirements of NEPA, CEQ regulations, and other pertinent federal laws and regulations.
5. As part of the Plan of Operations, [MCN] shall provide to the BLM a written description of the proposed project to facilitate preparation of the description of the proposed action and voluntary environmental protection measures (applicant committed measures) to be included as part of the proposed action.
6. [MCN] shall provide [Third Party Contractor] with any MOUs or agreements pertinent to the preparation of the EIS.

7. [MCN] will provide the BLM and [Third Party Contractor] with relevant technical and environmental information that it may have for environmental analysis and documentation for the proposed Project. [MCN] and the BLM will ensure that [Third Party Contractor] provides the BLM with all documentation, including, but not limited to, interdisciplinary and [Third Party Contractor]'s EIS team meeting notes, e-mail messages, analysis protocols and methodologies and data, rationale, maps, Geographic Information Systems (GIS) data and its compliant metadata, and any other supporting information used in the preparation of the Project EIS. Such information is part of the case file for this project and EIS. The case file for the Project will be maintained at the [Third Party Contractor] office located in [Third Party Contractor Location] in a format acceptable to the BLM (i.e. chronologic pdf's with associated indexes). [Third Party Contractor] shares responsibility with the BLM for ensuring that the case file is complete and accurate.
8. [MCN] will specify in the contract with [Third Party Contractor], that [Third Party Contractor] shall provide the BLM and [MCN] access to and review of all materials and underlying data used in developing the EIS. This shall include, but shall not be limited to, field reports, computer databases, GIS databases, subcontractor reports, and comments from interested private and public parties, whether or not such information may be used in the EIS. However, nothing herein shall be construed as requiring the BLM or [Third Party Contractor] to release information to [MCN] that is subject to attorney-client or attorney work product privilege, or documents that are deliberative.
9. [MCN] will compile the technical, environmental, and socio-economic information in its possession, and to the extent that such information is not restricted by confidentiality agreements, [MCN] will provide the BLM and [Third Party Contractor] with such information simultaneously as necessary for review or input into the analysis or other parts of the document.
10. [MCN] will provide directly to the BLM any information in its possession requested to complete the analysis or to respond to agency or public comments, and provide review comments on any reports or documents, including the Preparation Plan and Administrative Draft and Final EIS's within the time limits established by the BLM. The BLM is responsible for providing information to [Third Party Contractor] in a timely manner to the maximum extent practicable.
11. [MCN] will attend meetings and participate in the preparation of appropriate mitigation measures to resolve or lessen adverse impacts. [Third Party Contractor]'s EIS team, or specific members thereof, will attend the BLM Interdisciplinary Team (IDT) meetings as requested or deemed useful by the BLM.
12. [MCN] will specify in the contract with [Third Party Contractor], that [Third Party Contractor] shall be responsible to respond, as necessary, to the BLM requests regarding preparation of the responses to public comments from scoping and review of the Draft EIS and Final EIS, and other information (i.e., mapping,

public meeting materials, etc.) as deemed necessary by the BLM during the preparation of the draft and final documents, and as necessary during preparation of the Record of Decision (ROD). The BLM will oversee [Third Party Contractor]'s actions and remains responsible for the content of responses to comments and the ROD.

13. [MCN] will specify in the contract with [Third Party Contractor], that [Third Party Contractor] shall formally report monthly (in writing) to the BLM and [MCN] on the progress of the work, containing but not limited to problems encountered, recommendations for plan modifications, and any upcoming or potential changes in [Third Party Contractor] personnel, methodology or schedules for completion. [Third Party Contractor] will also develop and periodically update a project schedule, which identifies and tracks specific project tasks.
14. Once the draft EIS and the final EIS are approved by the BLM, [MCN] will be responsible for paying [Third Party Contractor] to make suitable arrangements for stenographic, clerical, graphics, layout, and data services; printing to established BLM standards; and all costs for the EIS analysis, internal review drafts, and final copies of the draft and final EIS prepared by [Third Party Contractor] as needed. Foldout sheets and maps shall be provided where requested by the BLM. [MCN] shall be solely responsible for the cost of preparing and providing the number of copies of the draft and final EIS (full document or executive summaries) as may be necessary for public review, for the cost of distributing as directed by the BLM, and for one copy suitable for reproduction by the BLM. These documents may be prepared and distributed by [Third Party Contractor] in either printed or electronic form as determined by the BLM. However, nothing herein shall be construed as giving [MCN] any editorial control over the EIS. The BLM will recover from [MCN] all costs associated with the preparation, reproduction, and mailing of the ROD.

C. Joint Responsibilities

1. The tentative schedule, current as of the signing of this MOU, is attached as Exhibit 1. Changes to the schedule will require advanced approval by the BLM, [MCN], and [Third Party Contractor]. Should a party not be able to meet a key date requirement, advanced notification shall be given to the other parties. The notification shall include a projected date the requirement will be met. All parties will use best efforts to adhere to and assist each other in adhering to the EIS Preparation Schedule.
2. In coordination with [MCN] and BLM, [Third Party Contractor] will develop a Communication Plan that outlines procedures and processes for internal and external (including other regulatory agencies) communications and contacts.
3. In cooperation with [MCN] and [Third Party Contractor], the BLM has developed a Public Participation Framework (attached as Exhibit 2) that indicates key milestones in the preparation of the EIS. [MCN] and [Third Party Contractor] will

be responsible for providing all Project information material for the public scoping meetings in consultation with the BLM.

4. [MCN] and BLM will make its best effort to make available to [Third Party Contractor], the available records, information data, maps, and other items necessary for [Third Party Contractor] to perform its services and prepare the EIS, and for each party to make its best effort to provide reviews, activities and assistance for each task listed on Exhibit 3 – Support and Assistance.

V. ADMINISTRATIVE AND LEGAL PROVISIONS

A. Applicable Law

The parties agree to comply with applicable laws governing activities under this MOU.

B. Term of MOU

This MOU is effective upon the date last signed and executed by the duly authorized representatives and will remain in effect until terminated in accordance with provisions listed below in V, part D (Termination) or until a ROD on the [Project Name] Project is issued by the BLM, whichever occurs first.

C. Term of MOU

Either party may request changes in this MOU. No changes, modifications, revisions, or amendments to this MOU shall be effective without mutual consent of the parties to this MOU. Any changes, modifications, revisions, or amendments to this MOU will be incorporated by written instrument, executed, and signed by all parties to this MOU, and will be effective in accordance with the terms of V, Part A above.

D. Termination

1. Either party may terminate this MOU after thirty (30) days written notice to the other party of their intention to do so. During this period, the parties will enter negotiations to resolve the disagreement(s) if such is the cause of termination. If the disagreement(s) have not been resolved by the end of the thirty-day period, the MOU will terminate. In the event negotiations are progressing but are not concluded by the end of the thirty-day period, the party initiating the request to terminate may request termination be postponed for an additional thirty-day period.
2. In the event of termination of the MOU, and at the request of [MCN], the BLM will initiate preparation of any remaining analysis and documentation covered by this MOU consistent with staff and budget limitations. [MCN] and [Third Party Contractor] will be required to submit to the BLM all information and records

held by [MCN] and [Third Party Contractor] that were used for EIS preparation up to the point of MOU termination.

3. In the event of termination of the MOU, BLM and [MCN] agree that neither party shall have any administrative, judicial, or equitable right to seek to enforce the MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of the MOU, or to bring any action for breach of the MOU.

E. Limitations

In executing this MOU and taking any other action contemplated hereby, [MCN] reserves the right to contest, in any administrative or judicial proceedings, any and all decisions concerning issues in the EIS or any other federal requirements related to the proposed project. [MCN] recognizes that nothing in this MOU commits the BLM to permit the project or otherwise take action favorable to [MCN] upon all or any part of the proposal. Nothing in this MOU shall be construed as creating rights or responsibilities inconsistent with applicable law or precluding in any way BLM's discretion to approve, modify, or disapprove the Project, or to take any action relevant to the Project consistent with applicable law.

F. Termination of Contractor

[MCN] shall have the right to terminate its contract with [Third Party Contractor] and the right to change the principal of the contractor or a subcontractor involved in the preparation of the EIS for any reasons permissible under [MCN]'s contract with [Third Party Contractor]. In the event of such termination of the contract or change in a principal, [MCN] shall: (i) Notify the BLM in writing at least ten (10) working days prior to the termination or the change in principal; and (ii) ensure that the BLM and [MCN] shall have access to all documentation, reports, analyses, and data developed by the contractor or the principal. If [MCN] terminates its contract with [Third Party Contractor], [MCN] and the BLM shall meet and consult regarding the retention of another contractor and/or such other procedures as may be necessary and appropriate to enable completion of the EIS. In the event that [MCN] requires a change in the principal of the contractor or a subcontractor, [MCN] and the BLM shall meet and consult regarding an appropriate replacement for such principal. Notwithstanding the procedures set forth in this paragraph F, the BLM retains sole discretion to select the new contractor, consistent with Part IV.A.2 above, and to the extent necessary the new principal or subcontractor; in addition, both the BLM and [MCN] shall retain at all times the right to terminate this MOU pursuant to Part V, D above.

G. Exchange of Information

Data provided pursuant to this agreement may contain proprietary [MCN] information or pre-decisional federal records. All records or information requested of either BLM or [MCN] by the other will be reviewed by the releasing entity (BLM or [MCN]) prior to the release. Any recipient of proprietary or pre-decisional information agrees not to disclose this information to the public or other parties,

except as required by law. Any recipient of this information agrees not to transmit or otherwise divulge this information without approval from BLM or [MCN] or both, except as required by law. Any breach of this provision may result in termination of the MOU. Requests for information will be made through the points of contact identified in the Contacts section below.

VI. CONTACTS

The primary points of contact for carrying out the provisions of this MOU are¹:

[Mining Company Name]	
Name:	
Title:	
Business Name:	
Business Address:	
Email Address:	
Telephone Number:	
BLM	
Name:	
Title:	
Business Name:	
Business Address:	
Email Address:	
Telephone Number:	

The BLM or [MCN] may change their designated point of contact upon written notice to the other party.

SIGNATURES²:

For [Mining Company Name]

By _____

Date: _____

For Bureau of Land Management

By _____

¹ Add additional boxes for other cooperating agencies.

² Add additional signature lines for other cooperating agencies

MOU# _____

Date: _____

EXHIBIT 1 - EIS SCHEDULE

{Insert Timeline}

EXHIBIT 2 – PUBLIC PARTICIPATION FRAMEWORK**PUBLIC PARTICIPATION FRAMEWORK****[MINING COMPANY NAME]– [PROJECT NAME] Project****AGENCY AND INITIAL PUBLIC SCOPING**

The public Notice of Intent (NOI) will be prepared and published in the Federal Register. Project and scoping information will be distributed to appropriate local, state, and federal agencies, elected officials, public land users and user groups, affected landowners, and news outlets including newspapers and radio and television stations. The scoping information will describe [Mining Company Name] ([MCN]) proposal, describe any alternatives that are being considered for analysis, identify the proposal's relationship to land use plans and other environmental documents, describe proposed compliance with the National Environmental Policy Act (NEPA), disclose land and resource management issues and concerns, and solicit comments from the public. In addition, it will announce the time and place of a public involvement meeting to provide the general public, affected interests, and stakeholders with an opportunity to review [MCN]'s proposal and provide input to the U.S. Department of the Interior, Bureau of Land Management (BLM) regarding concerns, issues to be addressed, etc. On the date the NOI is published in the Federal Register, the Field Office project manager will post the information on the [##] District Webpage and the BLM NEPA Register.

DEVELOPMENT OF ALTERNATIVES AND CUMULATIVE IMPACT ANALYSIS AREAS

Based on the key issues identified following public comment and cooperating agency input, a range of reasonable alternatives to the proposed action will be generated. Cumulative impact analysis areas and associated impact level definition criteria also will be developed based on plans, data, concerns, and methodologies. Input from BLM specialists, cooperating and other government agencies, the public, and [operator] will be used for alternative and cumulative impact assessment area development, as appropriate. Concurrently, the Affected Environment and Environmental Consequences sections will be developed, and associated data collection or analyses will occur.

DRAFT EIS

Development of the Administrative Draft Environmental Impact Statement (ADEIS) will be overseen by the BLM and will include review and input from BLM specialists or an interdisciplinary team or both, cooperating and other government agencies. Based on that review and input the BLM will oversee preparation of a Draft Environmental Impact Statement (DEIS) for public review and comment. Prior to publication of a Notice of Availability (NOA), the BLM

will develop a document distribution list by format and provide the list to [Third Party Contractor]. Concurrent with the publication of the NOA in the Federal Register, other methods of informing the public, stakeholders, other federal agencies, state and local governments, the media and other interested parties as described in a communication plan will be identified. BLM will provide the public with an opportunity to review and comment on the DEIS. At least one public meeting will be held to provide opportunities for the public to gather additional or clarifying information as part of the public comment process. As part of the public meeting, an official public hearing to take public comment may be held if necessary or requested. Additional public meetings may be conducted if circumstances (level of public interest, potential project controversy, etc.) warrant.

FINAL EIS

BLM will oversee development of an Administrative Final EIS which will include review and input from BLM specialists or an interdisciplinary team or both, cooperating and other government agencies, and [MCN]. The Administrative Final EIS will consider and include changes in response to and/or draft responses to all substantive comments received on the Draft EIS. The Final EIS will be distributed to the public for review before the Record of Decision and in accordance with applicable CEQ regulation and BLM guidance.

MEDIA

The news media will be provided news releases at each stage of the NEPA process (i.e., public scoping, issuance of DEIS, FEIS, and Record of Decision). In addition, they will be advised of any public meetings. All news releases will be coordinated through the BLM's Public Affairs, [Specific State Office and Location].

MOU# _____

EXHIBIT 3 – DISCLOSURE STATEMENT

(to be attached or inserted as available)

EXHIBIT 4 – SUPPORT AND ASSISTANCE	
Task Name & Number	Data Needs
Task 1 – Develop EIS Preparation Plan	<p>[MCN]/Other Contractors</p> <ul style="list-style-type: none"> • Plan of Operations • Shapefiles for the Plan of Operations • Baseline reports <p>BLM</p> <ul style="list-style-type: none"> • Cooperating agency invitation letters and signed MOUs. • If BLM wants to discuss alternatives in the Preparation Plan, we will need the alternative meeting before completion. • List of resources to be analyzed in the EIS to be included in the Preparation Plan. • Schedule approved by the BLM
Task 2 – Review Baseline Reports	<p>[MCN]/Other Contractors</p> <ul style="list-style-type: none"> • Completed baseline reports <p>BLM</p> <ul style="list-style-type: none"> • Nothing required
Task 3 – Review Plan of Operations	<p>[MCN]/Other Contractors</p> <ul style="list-style-type: none"> • Completed Plan of Operations including all shapefiles used to develop the disturbance acreages <p>BLM</p> <ul style="list-style-type: none"> • Nothing required
Task 4 – Develop Supplemental Environmental Reports	<p>[MCN]/Other Contractors</p> <ul style="list-style-type: none"> • All baseline documents including associated shapefiles. • Input and details of preliminary alternatives to use for analysis such as if requested re-design of a feature to avoid a resource conflict. <p>Updated shapefiles for a design that is technically feasible would be required or a memo outlining why a proposed preliminary alternative is not technically or economically feasible.</p> <ul style="list-style-type: none"> • Assistance in responses on SERs may be required from [MCN] and [MCN]’s first-party contractors if comments are on data provided in baseline reports. <p>BLM</p> <ul style="list-style-type: none"> • Determination of completion of Plan of Operations • Acceptance of all baseline reports • Provide data, as needed, for completion of SERs (e.g. Native American Consultation, shapefiles, etc.) • Internal Pre-Scoping meetings • Preliminary alternatives determination • Staff and cooperating agency reviews of SERs per the schedule • Input from BLM on any contradicting comments • Input from BLM on mitigation requested • Input from BLM staff on approach for addressing cooperating agency comments

Task 5 – NOI Assistance	<p>[MCN]/Other Contractors</p> <ul style="list-style-type: none"> • Nothing required <p>BLM</p> <ul style="list-style-type: none"> • Most recent templates from the State Office for NOIs.
Task 6 – Pre-Scoping Assistance	<p>[MCN]/Other Contractors</p> <ul style="list-style-type: none"> • Assistance in responses to comments on PDEIS may be required from [MCN] and [MCN]’s first party contractors if comments are on data provided in baseline reports <p>BLM</p> <ul style="list-style-type: none"> • Review of PDEIS per schedule
Task 7 – Scoping	<p>[MCN]/Other Contractors</p> <ul style="list-style-type: none"> • Nothing required <p>BLM</p> <ul style="list-style-type: none"> • Assistance coordinating scoping meetings • Comments/input from public received during scoping period
Task 8 – EIS Development	<p>[MCN]/Other Contractors</p> <ul style="list-style-type: none"> • Assistance in responses to comments on PDEIS may be required from [MCN] and [MCN]’s first-party contractors if comments are on data provided in baseline reports <p>BLM</p> <ul style="list-style-type: none"> • Review and approval of the SERs
Task 9 – Document Production and Distribution	<p>[MCN]/Other Contractors</p> <p>Nothing required</p> <p>BLM</p> <p>Approval of camera-ready versions of DEIS and FEIS</p> <p>Determination of number of hard copies of document to print and distribute</p>
Task 10 – Comment Management and Public Meetings	<p>[MCN]/Other Contractors</p> <ul style="list-style-type: none"> • Assistance in responses to comments on DEIS may be required from [MCN] and [MCN]’s first-party contractors if comments are on data provided in baseline reports <p>BLM</p> <ul style="list-style-type: none"> • Approvals of all posters and handouts for the public meetings • Comments received during the public comment period (daily as they are received)
Task 11 – ROD	<p>[MCN]/Other Contractors</p> <ul style="list-style-type: none"> • Nothing required <p>BLM</p> <ul style="list-style-type: none"> • ROD will be drafted before FEIS is issued and reviewed at the state and Washington level with the NOI for the FEIS. • Completed following end of FEIS Availability Period
Task 12 – Administrative Duties	<p>[MCN]/Other Contractors</p> <ul style="list-style-type: none"> • Finalized project shapefiles for the Plan of Operations and baseline reports for the Webmap. <p>BLM</p> <ul style="list-style-type: none"> • Reviews and approvals of items such as meeting minutes and schedule updates.