

MEMORANDUM OF UNDERSTANDING
BETWEEN CLAY COUNTY
AND THE BUREAU OF LAND MANAGEMENT OKLAHOMA FIELD OFFICE AND THE
BUREAU OF INDIAN AFFAIRS EASTERN OKLAHOMA REGIONAL OFFICE SOUTHERN
PLAINS REGIONAL OFFICE

I. INTRODUCTION

The Bureau of Land Management (BLM), Oklahoma Field Office, in conjunction with the Bureau of Indian Affairs Eastern Oklahoma and Southern Plains Regional Offices, has begun an Environmental Impact Statement (EIS) project to analyze lands and minerals under the jurisdiction of both agencies in Kansas, Oklahoma, and Texas. The BLM portion of the EIS will result in the revision of the three (3) current Resource Management Plans within the Oklahoma Field Office's jurisdiction into one (1) Resource Management Plan (RMP).

Clay County is eligible to serve as a Cooperating Agency for the duration of the EIS/RMP process. Cooperating Agency status provides an opportunity for the BLM, BIA, AGENCY NAME, and other Cooperating Agencies & Entities to work together to enhance BLM's and BIA's planning efforts.

This Memorandum of Understanding (MOU) sets forth roles and responsibilities for the Cooperating Agencies as agreed upon between Wichita County and the BLM Oklahoma Field Office (OFO), BIA Eastern Oklahoma and BIA Southern Plains Regional Offices for the purpose of collaborative planning and production of the EIS and BLM RMP.

II. PURPOSE

In carrying forth the responsibilities and mandates under the National Environmental Policy Act and Council on 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 and BIA recognize a compelling need to ensure that the interest of Clay County is accounted for, and that they are meaningfully engaged in the above stated planning effort and associated EIS.

As such, the BLM and BIA have agreed to grant Cooperating Agency status to Clay County pursuant to 40 CFR 1501.6, 1501.2, and 1501.8. Under the regulations, the BLM and BIA recognize that Wichita County has special expertise as it relates to various aspects of the planning effort described above.

III. AGENCY DESIGNATIONS

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

IV. AUTHORITIES FOR AGREEMENT

Authority for the BLM, BIA, and Clay County to participate in this agreement is provided through Council on Environmental Quality (CEQ) regulations implementing the National Environmental Policy Act, 42 USC 4321 et seq., including 40 CFR 1501.6-Roles of lead and cooperating agencies, 1508.5, Defining eligibility, and 1508.26, Special expertise. Additional authority is provided in BLM CFR 1601.0-5, Defining eligibility and 1610.3-1, Inviting participation.

V. ROLES AND RESPONSIBILITIES

A. RESPONSIBILITIES OF THE BUREAU OF LAND MANAGEMENT, OFO; BIA EASTERN OKLAHOMA REGIONAL OFFICE; AND BIA SOUTHERN PLAINS REGIONAL OFFICE

The BLM and BIA is responsible for the following:

- i. To prepare and ensure the content and quality of the Draft BLM RMP/ Draft EIS, the Proposed BLM RMP/ Final EIS, and the three (3) Records of Decisions/Approved BLM RMP.
- ii. To provide Clay County with meaningful opportunities for participation, 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 Clay County provided input due to its special expertise.
- iii. To publish within 60 days of the execution of this agreement, a list of all meetings to be held within the succeeding 12 months after publication of the list.
- iv. To furnish to Agency Representative an agenda for each meeting at least 10 business days before each meeting
- v. To consider and incorporate information and comments provided by Clay County into EIS documents to the extent possible and where appropriate.
- vi. To make all final determinations regarding the content of the EIS document.

B. RESPONSIBILITIES OF CLAY COUNTY

Clay County has special expertise in a number of areas related to planning, and as such, is responsible for the following, taking into consideration Clay County's current resources and information available to it at the time of the request:

- i. Along with other Cooperating Agencies, to participate in the planning process to the fullest extent possible.
- ii. To assist the BLM and BIA with identification of issues and concerns to be addressed through the planning effort.
- iii. To provide data to potential relevance and value to the EIS/RMP revision effort. This data may include but is not limited to the following:
 - a. Approved Clay County Commissioners programs, plans, and policies potentially affected by the EIS/RMP,
 - b. Information regarding planning area resources and current and proposed uses and management actions,
 - c. Environmental analyses on issues for which Clay County has special expertise,
 - d. 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 Clay County had contributed data or other pertinent information.
- v. To review and provide comments during specified review periods concerning the following sections for the preliminary Draft EIS:
 - a. Preliminary range of alternatives to be considered in detail,

- b. Relevant portions of the "Affected Environment" section (including the socio-economic portion),
 - c. Relevant portions of the "Environmental Consequences" section,
 - d. Relevant portions of the "Consultation and Coordination" section, including information on consistency reviews.
- vi. During public review periods for the Draft EIS, to provide the BLM and BIA with a consolidated comprehensive review of the Draft EIS.
 - vii. To assist the BLM with analyzing and reviewing public comments and data, and with the development of the Proposed BLM RMP/Final BLM & BIA EIS.

VI. FUNDING

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

VII. JOINT RESPONSIBILITIES

The parties agree to use their best efforts to meet the timeframes established in the agreement to work cooperatively, and to resolve differences as quickly as possible.

VIII. 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 parties agree to jointly develop a framework of information exchange and feedback within 60 days of the signing of this agreement.

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

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

Nothing in this agreement may be construed to require either Clay County, BLM or BIA or 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.

IX. SOVEREIGN IMMUNITY

None of the signatories waive 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.

X. SIGNATURES

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

BUREAU OF LAND MANAGEMENT

Stephen G. Tryon, Field Manager
Oklahoma Field Office

Date

BUREAU OF INDIAN AFFAIRS

Eastern Oklahoma Regional Office

Date

BUREAU OF INDIAN AFFAIRS

Southern Plains Regional Office

Date

CLAY COUNTY, Texas

Kenneth Liggett

Kenneth Liggett,
County Judge

4-14-2014

Date

APPENDIX A - AGENCY REPRESENTATIVE REPRESENTING: Clay COUNTY
COMMISSIONERS

REPRESENTING: BUREAU OF LAND MANAGEMENT
OKLAHOMA FIELD OFFICE

Laurence Levesque
Planning and Environmental Specialist
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REPRESENTING: BUREAU OF INDIAN AFFAIRS
EASTERN OKLAHOMA REGIONAL OFFICE

Jonna Polk
Environmental Protection Specialist BIA- Eastern Oklahoma Regional Office
3100 W Peak Blvd Muskogee, OK 74401 Phone: (918)781-4667 Email:
ionna.polk@bia.gov

REPRESENTING: BUREAU OF INDIAN AFFAIRS
SOUTHERN PLAINS REGIONAL OFFICE

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