

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

NEEDLES FIELD OFFICE

AND

SAN BERNARDINO COUNTY

REGARDING

CASTLE MOUNTAIN MINE EXPANSION

I. Introduction

This Memorandum of Understanding (MOU) is entered into by and between the United States Bureau of Land Management (BLM) and San Bernardino County (County) for the purpose of preparing the environmental document for the Castle Mountain Mine Expansion Project. The BLM and the County are referred to collectively as the “Parties.”

Castle Mountain Ventures (CMV) has submitted an amendment to the Castle Mountain Mine (CMM) Plan of Operations (Plan) to expand its open-pit gold mining operation (CMM Phase 2 Expansion) on 1,360 acres of BLM-managed lands in the Needles Field Office. The CMM Phase 2 Expansion is located in San Bernardino County, California, approximately 60 miles south of Las Vegas, Nevada. CMV has also submitted an amendment to the CMM Reclamation Plan with the County, consistent with the CMM Phase 2 Expansion. The CMM Phase 2 Expansion and amendment to the Reclamation Plan are collectively referred to as the “Project.”

BLM is the Federal lead agency in developing an environmental impact statement (EIS) to comply with the National Environmental Policy Act (NEPA; 42 U.S.C. §4321, et seq.) and permitting authority for the Project’s amended Plan of Operations to comply with Federal Land Policy and Management Act of 1976 (FLPMA; 43 U.S.C. §1701 et seq.) and regulations implementing this law. The County is the California lead agency in developing an environmental impact report (EIR) to comply with the California Environmental Quality Act (CEQA; Public Res. Code §21000 et seq.) and permitting authority for the Project’s amended Reclamation Plan to comply with the Surface Mining and Reclamation Act of 1975 (SMARA; Public Res. Code §2710 et seq.) and local regulations implementing this law. A joint EIS/EIR will be prepared to satisfy the requirements of both processes for the Project.

II. Purpose

This MOU provides a framework for cooperation between BLM and the County to work together as respective lead agencies in preparing and completing a joint environmental analysis and document that is in compliance with NEPA, CEQA, and all applicable laws and regulations to satisfy the requirements of both processes identified in Section I of this MOU. Specifically, this MOU establishes an understanding among the Parties of their roles, responsibilities, and participation throughout the planning process to complete a joint EIS/EIR in a timely and thorough manner for the Project. It is in the interest of the Parties to effectively coordinate to avoid project delays and eliminate conflicting and duplicative procedural requirements to the extent practicable. Work would include but is not limited to joint meetings, planning, information sharing, collection and review of environmental and technical data, quality and compliance review of draft and final documents, public scoping and hearings, reporting, and gathering and incorporating comments to the draft and final joint EIS/EIR to ensure NEPA/CEQA compliance.

III. Authorities

- A.** The authorities of the BLM to enter into and engage in the activities described within this MOU include but are not limited to:

1. National Environmental Policy Act of 1969 (NEPA; 42 U.S.C. §4321, et seq.) and regulations implementing this law.
2. Federal Land Policy and Management Act of 1976 (FLPMA; 43 U.S.C. §1701 et seq.) and regulations implementing this law.

B. The authorities of the County to enter into this MOU include but are not limited to:

1. Surface Mining and Reclamation Act of 1975 (SMARA; Public Res. Code §2710 et seq.) and local regulations implementing this law.
2. State Mining and Geology Board Policy (SMGB; 14 C.C.R. §3500 et seq.).
3. California Environmental Quality Act (CEQA; Public Res. Code §21000 et seq.) and the regulations implementing this law.

Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

IV. Roles and Responsibilities

A. BLM Shall:

1. Regulate the mining of locatable minerals on public lands pursuant to the surface management regulations for operations under the General Mining Laws (43 CFR 3809 et seq.) and Section 302(b) of Federal Land Policy and Management Act of 1976 (FLPMA). BLM must evaluate all aspects of the Plan under the NEPA before making a decision regarding the Plan.
2. As lead Federal agency, BLM retains primary responsibility for supervising the preparation of the EIS, ensuring compliance with the NEPA, assuring an adequate financial guarantee for reclamation is committed, and final responsibility for the scope and content of all planning and NEPA documents. BLM will have sole responsibility for preparing the Record of Decision (ROD).
3. Verify the EIS incorporates the best available data, environmental descriptions, and analysis available. BLM will review technical studies and baseline data reports, determine the purpose and need for the proposed Federal action, identify issues and effects of proposed alternatives, select the preferred alternative, determine appropriate mitigation measures, and prepare the ROD.
4. Provide to the County for review and comment a draft of the project description, alternatives, and administrative draft of the joint EIS/EIR.
5. Schedule meetings as necessary with the County to discuss status updates, findings, schedules, planning, and any inconsistencies between NEPA/CEQA requirements and Federal/state laws and regulations associated with the joint EIS/EIR.

6. Publish the Notice of Intent (NOI) in the Federal Register and work with the contractor to schedule scoping meetings in coordination with the County.
7. Be responsible for conducting public meetings in accordance with NEPA and provide the County with sufficient advanced notice of these hearings.
8. Complete consultations with appropriate Federal, state, and local agencies regarding the proposed action. At the discretion of the BLM, the consultant shall furnish such data or information required to accomplish such consultations.
9. Be responsible for completing the NEPA process in a timely manner. Should the joint EIS/EIR be inconsistent with or preclude the NEPA process, BLM may elect to separate the joint EIS/EIR and will continue the EIS development.

B. County Shall:

1. Regulate surface mining operation by overseeing the development, review, and enforcement of the Reclamation Plan pursuant to SMARA and local regulations implementing this law. County must evaluate all aspects of the Reclamation Plan under CEQA before making a decision regarding the Reclamation Plan.
2. As the lead agency for CEQA, County retains primary responsibility for supervising the preparation of and/or preparing the EIR, ensuring compliance with CEQA, and final responsibility for the scope and content of all Reclamation Plan and CEQA documents.
3. Exercise its independent review, evaluation, and judgment over the EIR in compliance with CEQA (Public Res. Code §§ 21082.1 and 21100; 14 C.C.R. § 15084(d)(3)).
4. Be responsible for conducting public meetings in accordance with SMARA and provide BLM with sufficient advanced notice of public meetings and/or hearings related to the Reclamation Plan.
5. Provide technical expertise on those elements of the joint EIS/EIR and the data and analyses supporting them in which it has statutory responsibility and special expertise on, including but not limited to CEQA, SMARA, and SMGB Policy and Procedures.
6. Respond to data requests, assist in developing alternatives and mitigation measures, and provide input and review comments on the draft and final joint EIS/EIR, technical studies, and supporting documents.
7. Should the County elect to separate the joint EIS/EIR, the BLM will continue the EIS development and the County will prepare its separate EIR, Mitigated Negative Declaration or other appropriate CEQA document.

C. Joint Roles and Responsibilities:

1. Attached to this MOU is a draft project schedule which the Parties intend to serve as

a template for the actual schedule of deadlines that they intend to follow in completing the environmental review that is the subject of this MOU. The Parties will in good faith reach an agreement on the details of this schedule which will include specific dates establishing the deadlines for expected deliverables from the BLM and contractor as well as deadlines for the BLM and the County to respond to all materials provided by the contractor.

2. The Parties agree that SWCA Environmental Consultants (SWCA) will serve as the consultant for preparing the joint EIS/EIR under the direction of the BLM and the County. SWCA was selected as part of a Request for Proposal conducted by CMV and approved by the Parties as part of a blind review and selection process. BLM will be contracting with SWCA via a separate memorandum of understanding. The County will be contracting with SWCA as part of a work order issued through an existing on-call contract. The Parties recognize SWCA as a qualified environmental consulting firm and agree that the arrangement for preparing the joint EIS/EIR is consistent with NEPA, CEQA, and other applicable laws.

Successful preparation of the joint EIS/EIR requires complete and full communication between all Parties involved. It is the duty of the Parties designated representatives to ensure close consultation throughout the document preparation and review process.

3. Consistent with existing laws and regulations, the Parties agree to share all relevant information. Any and all joint media releases and/or joint public mailings related to the joint EIS/EIR shall be made with the joint approval and at the direction of the BLM and the County.
4. The BLM and the County intend on conducting scoping meetings at the beginning of the process. These meetings may be held jointly or separately in order to determine the areas of public and agency concerns pertaining to the proposed Project and guide the Parties in scoping the joint EIS/EIR. The BLM and the County shall each determine the final scope of the joint EIS/EIR in accordance with their respective authorities.
5. The BLM and County reserve the right to consult directly with other Federal, State, and local officials regarding their areas of specific responsibility outlined above during the preparation of the joint EIS/EIR to ensure objectivity and compliance with NEPA and CEQA. The Parties will immediately notify each other and the contractor if matters discussed at any such consultation will require significant changes in the development of the joint EIS/EIR or incur significant costs.
6. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or County representation, including officials, employees, or third-party contractors, having a financial interest or other conflict of interest in the outcome of the joint EIS/EIR or Project.

V. Representatives

The Parties will designate representatives as specified in Exhibit A to ensure coordination during the implementation of this MOU. The Parties may change their point of contact at any time by providing a revised Exhibit A to the other Party.

VI. Funding

- A.** This MOU shall not obligate any Party to expend funds or involve the agencies in any contract or other obligations for the payment of money.
- B.** This MOU is neither a fiscal nor a funds obligation document. Any contract or agreement for other services associated with this Project must first receive concurrence from the Parties in accordance with their respective authorities.

VII. Records

Information that is otherwise protected from disclosure under the attorney-client privilege, work-product privilege, and/or any other applicable privilege may be exchanged without waiving or compromising such privileges or doctrines. The Parties agree that privileged information received from the other party shall be treated and maintained as confidential to the extent allowed by federal and state laws, regulations, and policies including but not limited to the Freedom of Information Act (5 U.S.C. §552) and the California Public Records Act (Gov. Code §7920.000 et al.).

VIII. Compliance with Applicable Laws and Regulations

This MOU is to be construed and interpreted in a manner consistent with applicable and future laws and regulations.

IX. Term, Modifications, and Termination

- A.** This MOU is executed as of the date of the last signature and is effective through a final determination associated with the Project in accordance with the processes identified in Section I of this MOU, or the date on which CMV withdraws its Plan amendment, whichever date is earlier, at which time it will expire unless extended by written agreement between both Parties.
- B.** Modifications to this MOU shall be made only by mutual written consent of the Parties, by the issuance of a written instrument, signed and dated by all Parties.
- C.** Any disagreements or disputes related to this MOU will be resolved through good faith discussions between the agency representatives listed in Attachment A. Technical disputes and disagreements will be resolved by the appropriate technical staffs. If technical problems cannot be resolved in a timely manner, the issues may be elevated to the BLM Field Manager and County Director of Land Use Services Department or an official of equivalent authority.

- D.** Either of the Parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration upon 30 days written notice to the other party.
- E.** This MOU does not restrict the Parties from participating in other agreements with other State, Federal or local agencies or with private agencies, organizations or individual.

X. Signatures

All signatories have the appropriate delegation of authority to sign this MOU.

This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

The Parties hereto have executed this MOU on the dates shown below.

SAN BERNARDINO COUNTY, by and through:

Dawn Rowe
Chair
Board of Supervisors
San Bernardino County

Date

BUREAU OF LAND MANAGEMENT, by and through:

RONALD NUCKLES
Digitally signed by RONALD NUCKLES
Date: 2025.01.16 08:19:53 -07'00'

Ron Nuckles
Manager
Needles Field Office
Bureau of Land Management
U.S. Department of the Interior

1/16/25

Date

I. Attachment A

Agency Representatives

Bureau of Land Management

Primary Representative: Rose Pettiette
Project Manager
BLM California Needles Field Office
Phone: 760-903-6040
Email: rpettiette@blm.gov

Alternate Representative: Michael Smith
Geologist and Program Lead
BLM California State Office
Phone: 916-978-4369
Email: michaelsmith@blm.gov

San Bernardino County

Primary Representative: Reuben Arceo
Planner
Land Use Services Department
Phone: 909-387-4387
Email: reuben.arceo@lus.sbcounty.gov

Alternate Representative: Dan Walsh
Chief Engineering Geologist
Land Use Services Department
Phone: 909-387-4739
Email: dan.walsh@lus.sbcounty.gov

II. Attachment B

Participation in the EIS/EIR

	EIS/EIR	Potential Activities Involved in NEPA/CEQA Process
1	Conduct scoping and identify issues	Provide input on coordination requirements based on plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums; 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 Parties' expertise.
4	Formulate alternatives	Collaborate in developing alternatives. Suggest land allocations or management actions to resolve issues. Decision to select alternatives for analysis is reserved to the BLM and the County in accordance with their respective authorities.
5	Estimate effects of alternatives	Provide effects analysis within the Parties' expertise; identify direct, indirect, and cumulative effects within the Parties' expertise; suggest mitigation measures for adverse effects. Final determination of impacts of implementing the mitigation measures, the effectiveness of the mitigation measures proposed, and residual effects after implementing mitigation is reserved to the BLM and the County in accordance with their respective authorities.
6	Select the preferred alternative; issue Draft EIS/EIR	Collaborate in evaluating feasible alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft EIS/EIR. The Parties may provide written, public comments on draft EIS and EIR, respectively. Decision to select a preferred alternative and to issue a draft EIS is reserved to the BLM. Decision to select feasible alternatives and to issue a draft EIR is reserved to the County.
7	Respond to comments	As appropriate, review comments within the Parties' expertise and assist in preparing responses.
7a	Issue Proposed Final EIS/EIR	Action reserved to BLM and County in accordance with their respective authorities.
8	Sign Record of Decision	Action reserved to the BLM.
8a	Resolve protests; modify Proposed Final EIS if needed; sign ROD	Action reserved to the BLM. The County may be asked to provide information relevant to a protest.

III. Attachment C

Pre-Notice of Intent Schedule

Task ID ¹	Task	Detail	Target Completion
1.	Initial Action Notice	Internal notification to HQ and DOI. Must be completed at least 45 days prior to NOI.	Early 2025
2.	Memorandum of Understanding	Three MOUs required: 1) NEPA-CEQA 2) Third-Party Contractor 3) BLM NV Las Vegas Office	Pending
➤	Final Draft MOU #1	Provide to Solicitor – BLM’s counsel (SOL) & County counsel for review	Complete
➤	Signed MOU #1	BLM & San Bernardino County signed MOU	Early 2025
➤	Final Draft MOU #2	Provide to CMV, SWCA, and SOL for review	“
➤	Signed MOU #2	BLM & CMV & SWCA signed MOU	“
➤	Final Draft MOU #3	May not be required pending discussions between BLM Field Managers.	“
➤	Signed MOU #3	BLM signed MOU (if determined MOU is necessary)	“
3.	Complete Tech-Studies²	Complete all remaining resource technical studies	Pending
4.	Pre – NOI Scoping³	Preliminary public notifications from BLM to Project stakeholders	Early Spring 2025
➤	Section 106 Notice	Notify SHPO and tribes (drafted). Consultation will be ongoing in concert with the EIS process.	“
➤	Cooperating Agency Letters	Project interest notice to agencies.	“
➤	ESA Section 7 Notice	Initiate USFWS consultation and cooperating agency agreement. MOU for critical habitat in NV.	“
➤	508 compliant Plan of Ops. ⁴	Plan and Appendices must be 508 compliant.	Complete
➤	Plan of Operation posting	Plan of Operations uploaded to Planning website.	“
5.	Notice of Intent Package	Currently taking ~120 days from submittal of NOI briefing package to Federal Register publication.	Late Spring 2025
6.	Publish Notice of Intent	NOI published to federal register. NOP published by County to the state clearinghouse.	Summer 2025

¹ Ranked by order of assumed priority. Schedule lists tasks involved to reach first project milestone (Notice of Intent) and will be updated periodically throughout NEPA/CEQA process. A more detailed schedule will be developed once NOI is published.

² Air Dispersion Model (and model report) and resource studies for BLM NV lands in Avi Kwa Ame are pending.

³ NEPA requires Notice of Intent (NOI) for EIS. CEQA requires Notice of Preparation (NOP) for EIR.

⁴ Federal section 508 compliance ensures equal access for all members of the public and federal employees with disabilities.