

Memorandum of Understanding

The purpose of this Memorandum of Understanding (MOU), between the XXXX District, Bureau of Land Management (BLM), and XXXX ("Company"), is to clarify the roles and resources involving wildland fire on or near the Company's properties and interests. This MOU is entered into pursuant to 42 U.S.C. §§ 1856 *et seq.*, and the Federal Land Policy and Management Act, 43 U.S.C. §§ 1701 *et seq.*

The purpose of this Agreement is to provide for cooperation and mutual aid in wildland fire management between the BLM and the Company; to include training, detection, and suppression of wildland fires as requested and authorized on public lands.

In order to promote safety and to provide a smooth interlace of forces, BLM and the Company agree to the following activities:

1. An annual spring meeting shall be held in which the following will be provided:
 - a. Updated contact lists and notification procedures
 - b. Clarification of locations of:
 - i. Critical equipment
 - ii. Storage areas
 - iii. No-entry areas, due to:
 1. Threatened or endangered species areas
 2. Poison or electrical hazards
 3. Poor or unsafe surface or overhead.
 - c. Information regarding water access or other locations of interest
 - d. Updated maps
 - e. Radio frequency use authorization and radio frequencies
2. The BLM Districts shall annually provide up to twelve (12) hours of wildland fire training for Company employees. This training shall be mutually agreed upon as to final course location, attendance, content and duration, and shall include at a minimum information or training in the following areas:
 - a. Incident Command System (ICS) and Management of Wildland Fires
 - b. Basic Fire Behavior:
 - i. 10 Standard Firefighting orders
 - ii. 18 Watch Out Situations
 - c. Fire shelter training, including hands-on deployment
 - d. Required personal protective equipment (PPE):
 - i. Fire shirts
 - ii. Goggles
 - iii. Gloves
 - iv. Lace-up leather boots
 - v. Natural fiber trousers
 - e. Radio procedures
 - f. Line-building standards, including environmental concerns for heavy equipment

3. Each party will pay for its own employees, applicable travel, and any costs incurred for equipment, equipment usage, supplies, mileage, etc. unless other arrangements are made in advance for both training and suppression action.
4. The BLM has no jurisdictional responsibility or authority to fight fire on private land, except to protect public lands from encroachment of fire.
5. BLM personnel are not trained, equipped or allowed to suppress structural fires.
6. Our mutual goals are to keep fires as small as possible and to ensure firefighter and public safety. To achieve these goals, a rapid initial attack action may be required. Therefore, the Company may take initial attack suppression action on wildland fires on public land, utilizing their own resources, where the wildfire is threatening key interests of the Company such as the mine project area or infrastructure. Normally, the initial attack suppression action by the Company shall be in conjunction with BLM forces and under a BLM operational commander. However, in emergencies where the mine is in immediate threat and the BLM fire personnel cannot arrive on-site within a reasonable time, the Company may initiate and lead the suppression attack with its own resources under the following conditions:
 - a. Every effort is made to contact BLM fire personnel prior to beginning initial attack suppression actions, and/or as soon as the actions are initiated.
 - b. If contact is made prior to, or during suppression actions, the Company shall follow BLM guidance/instructions.
 - c. The action can be performed safely.
 - d. Actions taken are consistent with training provided, either by BLM or other certified wildland fire training.
 - e. The action(s) is (are) consistent with any restrictions outlined in this document.
 - f. Surface disturbance is kept to a minimum.
 - g. Subject to waiver of claims:
 - i. It is mutually agreed that the parties to this MOU shall each be responsible for their own losses arising out of the performance of this MOU and each party hereby waives any claim against any other party (Agency or Company) for any loss or damage of property, personal injury or death of its employees or agents, occurring as a consequence of the performance of this MOU; provided, this provision shall not relieve any party (Agency or Company) from responsibility for claims of third parties for losses for which either party is otherwise legally liable.
7. Where a wildland fire on BLM administered public land is not within close proximity to the mine project or threatening key interests of the company and, therefore, is not an immediate threat to the Companies interests, the Company may choose to assist the BLM in fire suppression actions upon request. Such requests for assistance by the BLM shall consider the type of mine resources as needed, their capabilities and limits, including transportation time factors. To facilitate this type of effort, the Company agrees to provide the BLM XXX District the appropriate "available equipment" form(s) prior to each fire season.

8. Operational command of any incident on BLM administered land shall be assumed by the first arriving fire personnel from BLM. Company mine personnel shall be released as soon as practical, or as negotiated by the BLM Incident Commander (IC) and the appropriate representative of the Company.
9. Company owned water is freely available for use on wildland fires within the boundaries identified on the attached map.
10. Nothing in this MOU shall be construed as requiring the expenditure of federal funds in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341 *et seq.*
11. The Federal Tort Claims Act shall govern BLM liability, 28 U.S.C. § 1346(b), § 1402(b), §2401(b), § 2402, and §§ 2671-2680.
12. This Memorandum of Understanding shall stay in effect until terminated or modified in writing by consent of the parties. Any party shall have the right to terminate its participation under this MOU upon thirty days written notice to all parties.

CONCURRENCE:

Name
District Manager
XXX BLM

Date

Name
Fire Management Officer
XXX BLM

Date

Representative
Company Name

Date

Dave Appold
Chief of Acquisitions
Nevada State Office, BLM

Date