



United States
Department of
Agriculture

Forest
Service

Coronado National Forest

300 W. Congress
Tucson, Arizona 85701
Phone (520) 388-8300
FAX (520) 388-8305

211289

File Code: 1580

Date: January 8, 2010

Rosemont Copper Company
ATTN: Sherry Varecka
4500 Cherry Creek South Drive, Suite 1040
Denver CO 80246

Ref: Modification No. 05 to Memorandum of Understanding, 08-MU-11030510-010

Dear Ms. Varecka:

Enclosed is a fully executed copy of the referenced modification.

Please call me at 520.388.8325 if you have any questions. Thank you for your cooperation.

Sincerely,

NORENE NORRIS
Grants & Agreements Coordinator

Enclosure



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011209

Attachment 1
to
MODIFICATION #05
to
AGREEMENT NO. 08-MU-11030510-010
between
USDA FOREST SERVICE
and
ROSEMONT COPPER COMPANY

These sections and/or specific clauses are modified by deleting existing text, in its entirety, and replacing it with the following:

A. (first paragraph). The purpose of this MOU is to articulate the working arrangement whereby a third-party environmental contractor (Prime Consultant) will support the Forest Service, in consultation with the Proponent, to conduct an environmental impacts analysis of the Rosemont Copper Project (Project) to serve as documentation of Forest Service compliance with the National Environmental Policy Act (NEPA) of 1969 (Public Law 91-190).

C.1. As the lead agency in the NEPA review, the Forest Service will have primary responsibility for the content of the EIS. In order to reduce duplication of effort, the Forest Service plans to inform and/or invite other Federal, state, and local agencies having jurisdiction by law or special expertise related to the proposal to participate as "cooperating agencies" during the NEPA review (40 CFR 1501.6). The Prime Consultant will be required to deliver an EIS that conforms in format and content to the requirements established by the Council on Environmental Quality (CEQ) Regulations Implementing NEPA (40 CFR 1500-1508), 36 CFR 220, National Environmental Policy Act (NEPA) Compliance, and Forest Service Handbook (FSH) 1909.15, Environmental Policy and Procedures.

C.8. As soon as the scoping process is underway, the Proponent will limit its communications with the Prime Consultant to matters of scope, budget, schedule, and fulfillment of information requests, unless otherwise requested or approved by the Forest Service.

D.3. Designate a Forest Service point of contact for all matters related to the preparation of the EIS. This individual will direct the Prime Consultant in conducting the NEPA review and will interface with the Proponent to resolve issues and address questions that arise during EIS preparation. This person will also interface with the Forest's Rosemont Project Manager on questions of a highly technical nature that arise during EIS preparation.

D.13. Consider Freedom of Information Act in the release of Proponent-provided materials (F.9).

D.20. Direct the Prime Consultant to maintain the NEPA Administrative Record (AR) for the project until the Forest Service ROD is signed. At that time, the AR will be delivered to the Forest Service.

a. The Forest Service will provide direction to the Prime Consultant for design, organization, indexing, preparation, maintenance and safe storage of the hard copy and electronic AR.

b. The Prime Consultant and its sub-contractors will document sampling, testing, field observations, literature searches, analysis, recommendation, phone conversations, and other work that provides source material for the analysis, and any supplements to them. The Prime Consultant and its sub-contractors will also document the Forest Service's records in a similar and compatible manner.

c. The documentation will be organized by specific categories of information and chronologically within categories for easy retrieval. An index of the information in the AR will show the date, author, address, title, type of record, number of pages, summary, recipient, and document or page number.

d. Two complete copies of the AR will be made available to the public during the Draft EIS comment period.

D.21. Assume responsibility for preparation of the Record of Decision (ROD).

E.3. Develop and execute a contract with a Prime Consultant to cover all costs associated with the NEPA review of the Project, with the exception of those related to preparation of the ROD. The Proponent will be responsible for all costs and any continuing costs incurred by the Prime Consultant until the contract has expired or is terminated.

E.4. Ensure that all Prime Consultant and sub-contractor staffs provide to the Forest Service signed copies of a "Disclosure Statement" confirming they do not have any interest, financial or otherwise, in the outcome of the project.

E.7. Provide all relevant technical and environmental information necessary for environmental analysis and documentation, including draft for review and final versions, in a timeframe that allows for the completion of the EIS on schedule. Information will be submitted in formats requested by the Forest Service. At a minimum:

- All reports will be provided as paper (four copies each) and electronic copies.
- Electronic copies will be submitted on compact disks or DVDs in .pdf.
- Geographical Information System (GIS) data will be submitted as shape files with Forest Service-specified metadata that are compatible with ESRI ArcMap.

E.14. Bear sole responsibility for the costs of:

- Preparing and providing the number of requested copies of the Draft and Final EIS, including Summary DEIS and FEIS, for public review.
- Reproducing and distributing the EIS and ROD.
- Providing an electronic copy of the EIS and related documents that is suitable for reproduction by the Forest Service.

F.6. Electronic and hardcopy materials relevant to the decisions to be made will be included in the NEPA AR.

F.9. Any information furnished by the Proponent to the Forest Service under this MOU is subject to public release under the authority of the Freedom of Inform Act (5 USC 552). Specific exemptions in FOIA may protect proprietary and confidential information related to the project. When providing materials to the Forest Service, the proponent must notify the Forest Service of any materials it requests to

be exempt from release under FOIA. Forest Service will evaluate such information to determine whether or not it may be withheld. The Proponent will have a right to object the Forest Service's determination. When materials are released that include redactions of Proponent-provided materials, a courtesy copy of the FOIA transmittal letter will be provided to the Proponent.

F.12. The principal contacts for this MOU are: Jamie Sturgess, Vice President Sustainable Development, Rosemont Copper Company, 4500 Cherry Creek South, Suite 1040, Denver, CO 80246; and Forest Supervisor, Coronado National Forest, 300 W. Congress, Tucson, AZ 85701.

Attachment 1, Section I, bullet 9. Distributing public notices and NEPA documents, including the ROD; and

Attachment 1, Section I C. bullet 8. Distribute the DEIS for public review; and

Attachment 1, Section II. The Prime Consultant will provide reports and other deliverables to the Forest in both written and electronic formats. Electronic formats will be delivered via WebEx or as attachments by electronic mail, compact disks, DVDs, or posted to a file transfer protocol (ftp) site as requested by the Forest Service. All electronic deliverables will be submitted in the formats requested by the Forest Service and may include, but are not limited to Microsoft Office, .pdf, and shape files with Forest Service-specified metadata that are compatible with ESRI ArcMap. Paper copies will be prepared for all documents supporting the decisions to be made and placed in the Administrative Record in accordance with Forest Service direction. Additional paper copies will be submitted to the Forest Service upon request. Maps will be prepared in consultation with Forest GIS staff in a format consistent with Forest Service specifications. Deliverables will include, but are not limited to:

- NEPA Administrative Record
- Checklist of environmental requirements
- Project Description
- Field surveys and reports
- Copy of all comment letters as received from the public and as coded by SWCA analysts.
- Copies of all attachments to scoping letters, organized to demonstrate that all attachments were considered, and if appropriate, coded as comments or sent to the appropriate Forest specialists to be considered during analysis of potential impacts.
- Evaluation of and Summary of Scoping Comments (*Scoping Summary Report #1: Extent of Public Participation, Scoping Summary Report #2: Theme of Comments Rosemont Copper Project, and Scoping Summary Report #3: Comment Disposition*).
- Biological Assessment
- Biological Evaluation
- Biology Specialist Report
- Migratory Bird Report
- Management Indicator Report
- Draft letter to Fish and Wildlife Service for Endangered Species Act Consultation
- Heritage Field Work and Assessment
- Draft Letter to the State Historic Preservation Office for NHPA Consultation

- Annotated Outline of the EIS
- Process papers as requested by the Forest Service
- Internal review draft DEIS
- Camera-ready version of the DEIS and Summary
- Public notices and meeting materials
- DEIS comment evaluation
- Comment response Summary for FEIS
- Internal review draft FEIS
- Camera-ready version of the FEIS and Summary

These clauses are added to the MOU:

E.16. Bear the cost of notifying the public of the availability of the DEIS and FEIS. Methods may include, but are not limited to legal notice, news releases, direct mailings, and paid advertisements.

E.17. Bear the cost of public meetings the Forest Service uses related to the DEIS and FEIS. These costs may include, but are not limited to, production of meeting materials, procurement of facilities, insurance, and security services.

E.18. At the request of the Forest Service, the Proponent will host and bear the cost of "Technical Transfer Meetings" by the Proponent's specialists and technical consulting team. These technical transfer meetings provide an opportunity for review of Proponent work products.



MODIFICATION OF GRANT OR AGREEMENT

PAGE OF PAGES

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 08-MU-11030510-010		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: 05	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Coronado National Forest 300 W. Congress Ave. Tucson, AZ 85701			5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Coronado National Forest 300 W. Congress Ave. Tucson, AZ 85701		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Rosemont Copper Company 4500 Cherry Creek South, Suite 1040 Denver, CO 80246			7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):		

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to provision no. F. 15
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input type="checkbox"/>	CHANGE IN FUNDING:
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER: Changes wording to clarify certain existing clauses. Adds new clauses.

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.



9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
See Attachment 1 to Modification No. 05

10. ATTACHED DOCUMENTATION (Check all that apply):

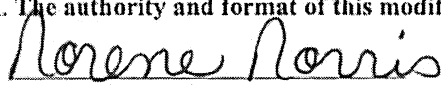
<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Changes wording to clarify certain existing clauses. Adds new clauses.

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. RECIPIENT/COOPERATOR SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED Dec 23, 2009	11.C. U.S. FOREST SERVICE SIGNATURE  (Signature of Signatory Official)	11.D. DATE SIGNED 1/6/10
11.E. NAME (type or print): JAMIE STURGESS		11.F. NAME (type or print): JEANINE A. DERBY	
11.G. TITLE (type or print): Vice President Sustainable Development, Rosemont Copper Company		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:  NORENE NORRIS U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 1/5/10
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