MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
TWIN FALLS DISTRICT
AND
CANYON COUNTY, IDAHO

REGARDING DEVELOPMENT OF THE
SNAKE RIVER ENERGY AND RHEA DATA CENTER PROJECTS
NATIONAL ENVIRONMENTAL POLICY ACT ANALYSIS

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's Twin Falls District Office ("BLM") and Canyon County, Idaho ("Cooperator"), collectively referred to as "the Parties." The purpose of this partnership is to conduct environmental analysis and prepare documentation for compliance with the National Environmental Policy Act (NEPA), including Pre-NEPA documents, for the Snake River Energy and Rhea Data Center Projects.

The BLM serves as the lead federal agency for the development of NEPA analysis. The BLM acknowledges that the Cooperator possesses jurisdiction by law and/or special expertise relevant to the effort as defined in 42 U.S.C. § 4336e and 43 CFR § 46.225.

II. Purpose

The purposes of this MOU are:

A. To designate Canyon County, Idaho as a Cooperating Agency.
B. To provide a framework for cooperation and coordination that ensures the timely, efficient, and thorough completion of the NEPA process.
C. To recognize the BLM's responsibility for the content of NEPA documents and BLM decision (ROD or DR).
D. To describe the respective responsibilities, jurisdictional authorities, and expertise of each Party.

III. Authorities

The Parties enter this MOU under the following authorities:

A. National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.).
B. Department of the Interior NEPA Regulations (43 CFR Part 46) and DOI NEPA Handbook (516 DM 1).
C. Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701 et seq.).
D. Cooperator Authorities: Idaho Code §§ 31-881, 67-2326 and 67-2328.

IV. Roles and Responsibilities

A. BLM Responsibilities (Lead Agency)

A. **Final Content Control:** The BLM is responsible for completing the NEPA processes, as well as the preparation, content, and quality control of all NEPA documents and supporting information consistent with applicable laws and regulations.

B. **Meaningful Involvement:** The BLM will involve the Cooperator in developing alternatives, identifying effects, selecting preferred alternatives, and determining mitigation measures. BLM will specifically involve the Cooperator in the activities described in Exhibit B.

C. **Timing and Schedule:** The BLM is responsible for ensuring the NEPA analysis is completed within the timeframe and page limits required by relevant laws, regulations, and policies. The BLM will develop a schedule in consultation with the Cooperator for completion of the NEPA document and consult on any modifications to the schedule as needed. A preliminary schedule for the Snake River Energy and Rhea Data Center Projects has been added as Exhibit C.

D. **Consideration of Input:** The BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the NEPA process to the fullest extent possible consistent with its responsibilities as lead agency, giving particular consideration to those topics for which the Cooperator possesses jurisdiction by law or special expertise.

E. **Information Sharing:** The BLM will provide copies of technical reports, data, and working drafts relevant to the Cooperator's responsibilities in consideration of the effect such releases may have on the BLM's ability to withhold information from other parties.

F. **Communication:** The BLM will ensure timely communication regarding the development and review of the NEPA document. Communication may include, but is not limited to, conference calls, in person or virtual meetings, and emails.

B. Cooperating Agency Responsibilities

A. **Expertise and Data:** The Cooperator will provide technical expertise, comments, and data within its jurisdiction or expertise, including information on plans and policies relevant to the NEPA or planning process.

B. **Active Participation:** Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Exhibit B. These activities may include, but are not limited to, providing guidance on public involvement strategies, identifying data needs, formulating alternatives, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the NEPA and supporting documents.

C. **Schedule Adherence:** The Cooperator will consult with the BLM to meet the established schedule and elevate any issues that may cause delays to the BLM as soon as practicable. Extensions of time for the Cooperator to provide input and comments are unlikely due to statutory deadlines.

D. **Conflict Notification:** The Cooperator will notify the BLM of issues or disagreements in a timely fashion.

E. **Appointment of Representative:** If a county, borough, or tribal Cooperator wishes to appoint an external representative to attend or perform work on their behalf, a Representative Appointment must be completed (Exhibit D) and signed indicating who the Cooperator authorizes and in what capacities. For circumstances of a tribe, a tribal resolution may also accompany the Appointment of a Representative (Exhibit D). The representative is held to the same standards as the cooperator, including A – E above.

C. Agreements of the Parties

A. **Good Faith:** The Parties agree to participate in this process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the NEPA analysis, the Parties agree to utilize the facilitation and conciliation procedures described below (Section V). Participation as a Cooperating Agency does not diminish the Cooperator's right to comment on the analysis, protest a proposed decision, or appeal a decision nor does it diminish or restrict the BLM's obligation to coordinate with the Cooperator during land use planning under the authority of FLPMA (43 U.S.C. 1712(c)(9)).

B. **Representatives:** Each Party will designate representatives, as specified in Exhibit A, to ensure coordination between the Cooperators and the BLM during the NEPA process. Each Party may change its representative at will by providing written notice to the other Party.

C. **Communication:** The Parties agree to communicate in a regular and timely fashion regarding preparation of the NEPA analyses.

D. **Funding:** Each Party is responsible for funding its own expenses associated with the NEPA process. This MOU shall not obligate any partner to expend funds or involve the agencies in any contract or other obligations for the payment of money.

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.

Nothing in this MOU shall require either Party to assume any obligation or expend any sum in excess of authorization and appropriations available.

E. **Schedule:** The Parties agree to make their best effort to comply with the preliminary schedule provided as Exhibit C, including dates for milestones and timeframes for Cooperators' reviews and comments. If either Party anticipates missing a milestone, that Party should notify the other as soon as practicable. Parties acknowledge the schedule may or may not be modified if a Party cannot meet a milestone.

F. **Contractor Restrictions:** Contractors may represent Cooperating Agencies for information sharing but may **not** represent them during any meeting where the team is working toward a decision.

   In the event BLM or a proponent retains a contractor for assistance in preparation of the NEPA document, the Cooperator may only coordinate with the contractor through or with approval by the BLM representative. This coordination may include: communicating with the contractor only through BLM's representative; providing information and comments directly to the contractor; or collaborating with contractor's technical staff and subcontractors on matters within the Cooperator's jurisdiction or special expertise. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the applicable contract, and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of this contract.

G. **Conflict of interest.** The Parties agree not to utilize any individual or organization for purposes of document development, environmental analysis, or Cooperating Agency representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of NEPA project.

V. Conflict Resolution

The Parties will first attempt to resolve disagreements informally. If substantive disagreements (e.g., regarding alternatives or effects analysis) cannot be resolved:

A. **Conflict Resolution Meetings:** Parties will make every effort to attempt resolution at the lowest levels, beginning with the Team Lead/Subject Matter Experts, and then with the Project Managers and Representatives (Exhibit A). If conflicts remain, the Cooperator may request a formal conflict resolution meeting with the Responsible Official (recommended limit of one per quarter). Outcomes of conflict resolution efforts will be documented in the project file.

B. **Alternative Dispute Resolution (ADR):** The Parties may agree to initiate ADR or retain an independent facilitator.

C. **Documentation:** If disagreements remain unresolved, the BLM will include a summary of the Cooperator's views in the project file.

VI. Records and Confidentiality

A. **Official Record:** All documents generated under this MOU become part of the official BLM project record.

B. **Freedom of Information Act (FOIA)/Privacy Act:** The BLM will determine the suitability of records for public release based on federal law.

C. **Non-Disclosure:** The Cooperator agrees that the Cooperator and any contractor working on the Cooperator's behalf will maintain the confidentiality of documents and deliberations during the period prior to the public release of any environmental document, including drafts, to the extent permitted by the FOIA and other applicable law.

D. **Confidentiality**. Except as required by law, all parties receiving proprietary and/or pre-decisional and deliberative information pursuant to this MOU agree not to disclose, transmit, or otherwise divulge this information (43 CFR § 46.225(d)). Cultural resource location and sensitive tribal information shall be handled under agency policy and protected from public disclosure to the maximum extent allowed by law.

   If a law requires either Party to disclose any proprietary and/or pre-decisional and deliberative document to the public, the Party releasing the document shall notify the other Party. The BLM and the Cooperator recognize that applicable public records and open meeting laws may require release of non-exempt documents.

E. **Sensitive Data:** The Cooperator may, at its discretion, withhold sensitive documents from the BLM that could become prematurely available under FOIA if they are not essential for the record.

VII. Administration

A. **Authorities not altered**. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority. This MOU does not alter any other written agreements between the Parties.

B. **Public process not forfeited**. Nothing in this MOU precludes the Cooperator from participating in all phases of the NEPA and/or planning process generally available to the public, including the ability to seek administrative remedy or judicial review.

C. **Term:** This MOU is effective upon the last signature and expires upon the issuance of the final Decision Record or Record of Decision.

D. **Amendments:** Modification requires mutual written agreement of all Parties.

E. **Termination:** Any Party may terminate participation with 30 days' written notice.

VIII. Signatures

All signatories warrant they have the authority to enter into this MOU.

Bureau of Land Management

Birk Roseman, Twin Falls District Manager _____Date: _____

Canyon County, Idaho

See attached signature page

IX. Exhibits

- **Exhibit A:** Agency Representatives
- **Exhibit B:** Participation Matrix
- **Exhibit C:** Preliminary Project Schedule
- **Exhibit D:** Representative Appointment

DATED this 10th day of November, 2026.

CANYON COUNTY BOARD OF COMMISSIONERS

X Motion Carried Unanimously
_____ Motion Carried/Split Vote Below
_____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
Commissioner Leslie Van Beek	✓		
Commissioner Brad Holton	Not available for signature		
Commissioner Zach Brooks	X		

ATTEST: JESS URRESTI, CLERK

By: _____
Deputy Clerk

Exhibit A: Agency Representatives

Bureau of Land Management

	Name	Title	Phone	Email
Primary Rep	Tifany Rubalcaba	Project Manager	208.736.2386	trubalcaba@blm.gov
Back-up 1	Lisa Cresswell	Field Manager, Shoshone Field Office	208.732.7227	lcresswell@blm.gov
Back-up 2	Jarod Blades	Field Manager, Four Rivers Field Office	208.384.3430	jblades@blm.gov

Canyon County, Idaho

	Name	Title	Phone	Email
Primary Rep	Chelsee Boehm	Historic Preservation Officer		Chelsee.boehm@canyoncounty.id.gov
Back-up 1	Nichole Schwend	Director of Parks		Nichole.schwend@canyoncounty.id.gov

Exhibit B: Participation Matrix

Cooperating Agency Participation in the Snake River Energy and Rhea Data Center Projects NEPA Analysis

NEPA Stage	**Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise**
Conduct scoping and identify issues	Provide input on coordination requirements based on CA plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.
Collect inventory data	Identify data needs; provide data and technical analyses within the CA's expertise.
Formulate alternatives	Collaborate with the BLM in developing alternatives. Suggest land allocations or management actions to resolve issues. **Decision to select alternatives for analysis is reserved to the BLM.**
Estimate effects of alternatives	Provide effects analysis within the CA's expertise; identify direct, indirect, and cumulative effects within the CA's expertise; suggest mitigation measures for adverse effects.
Identify criteria for selecting an alternative for implementation; issue Preliminary NEPA document	Collaborate with the BLM in evaluating alternatives and provide input on Preliminary NEPA document. Document review standards include citing sources for comments, identifying whether revisions are editorial, technical, legal, or policy. Reviews may occur in shared comment matrix or directly in document at the discretion of the agency. The CAs may provide written, public comments on draft if desired.
Respond to comments	As appropriate, review comments within the CA's expertise and assist the BLM to prepare responses.
Issue NEPA document	**Action reserved to BLM.**
Sign BLM Decision Document (DR or ROD)	**Action reserved to the BLM.**

Exhibit C: Preliminary Project Schedule

Task	Responsibility	Dates (subject to change)
NOI Publishes	BLM	2/25/2027
Conduct public scoping	BLM	2/25/2027-3/27/2027
CA review of administrative final EIS	CA	Summer 2027
NOA for Final EIS Publishes	BLM	Fall 2027
Record of Decision Publishes	BLM	Fall 2027