

APPENDIX C: MULTIPLE USE AND COORDINATION WITH FEDERAL STATE AGENCIES

Selected Citations of Federal Code and Case Law Affecting County Planning.

This Plan provides a positive guide for the Resource Use Committee and the Board to coordinate efforts with federal and state land management agencies. This will insure that the development and implementation of land use plans and management actions are compatible with the best interests of Beaverhead County and its citizens. The Plan is designed to facilitate continued, revitalized, and varied usage of federally and state managed lands in the county.

The Resource Use Committee, the Board, and the citizens of Beaverhead County recognize that federal law mandates coordinated planning of federally managed land with local governments. They positively support varied use of these lands. This varied usage necessarily includes continuation of the historic and traditional economic uses, which have been made of federal- and state-managed lands within the county. It is therefore the policy of Beaverhead County that federal and state agencies will inform the Board of all pending or proposed actions affecting local communities and citizens, and coordinate with the Board in planning and implementation of those actions. Federal laws governing land management mandate this planning coordination. They include, but are not limited to, the following particulars:

BUREAU OF LAND MANAGEMENT

The Federal Land Policy and Management Act, 43 U.S. Section 1701, states the National Policy to be: "the national interest will be best realized if the public lands and their resources are periodically and systematically inventoried and their present and future use is projected through a land use planning process coordinated with other federal and state planning efforts." See 43 USC Section 1701 (a)(2). 43 U.S.C.

Section 1712 (c) sets forth the "criteria for development and revision of land use plans." Section 1712 (c) (9) refers to the coordinate status of a county that is engaging in land use planning. It requires the Secretary [of Interior] to "coordinate the land use inventory, planning, and management activities with the land use planning and management programs of other federal departments and agencies and of the State and local governments within which the lands are located." Section 1712 also provides that the "Secretary shall assist in resolving, to the extent practical, inconsistencies between federal and non-federal government plans." These provisions give preference to those counties who are engaging in land-use planning. Counties with a planning program thus have preference over the general public, special interest groups, and even counties not participating in land-use planning.

Historically, the Congress, the Bureau of Land Management, and the Federal Courts have recognized that community economic stability is an important consideration in the management of federally managed lands. In interpreting the Taylor Grazing Act, 43 U.S.C. Section 315 et seq. (the Act which created the agency, that become the Bureau of Land Management), the Courts have recognized the purpose of the Act "is to stabilize the livestock industry and to permit the use of public range according to needs and qualifications of livestock operators with base holdings." See *Chournos v. United States*, 193 Fd2d 321 (10th Cir. Utah 1951), Cert den. 343 U.S. 977 (1952). In *Red Canyon Sheep Co. v. Ickes*, 98 Fd2d 308 (1938), the Court stated that the purpose of the Taylor Grazing Act is to provide the "most beneficial use possible of public range because the livestock industry of the West is an important source of food supply for the people of the nation." Red Canyon also pointed out that "in the interest of the stock growers themselves" the Act was intended to define "their grazing rights and to protect those rights by regulation against interference."

Similarly, Bureau of Land Management Regulations themselves mandate the agency to coordinate its land use plans with local governments that have adopted comprehensive land use plans of their own. Some of these are shown below:

43 C.F.R. Section 1601.3-1(a)

In addition to public involvement, the BLM is obligated to coordinate its planning processes with land use plans of local governments.

43 C.F.R. Section 1610.3-1(c)(1)

"In providing guidance to BLM personnel, the BLM State Director shall assure such guidance is as consistent as possible with existing officially adopted and approved resource related plans, policies or programs of other State agencies, Indian tribes and local governments that may be affected"

43 C.F.R. Section 1610.3-1(e)

The BLM is obligated to take all practical measures to resolve conflicts between federal and land use plans of local government.

43 C.F.R. Section 1610.3-2(a)

The BLM plan must be consistent with officially approved and adopted local land use plans, so long as such local plans are consistent with federal law and regulations.

43 C.F.R. Section 1610.3-2(e)

Prior to BLM resource management plan or management framework plan approval, the BLM shall submit to the governor a list of known inconsistencies between the BLM plans and local plans.

43 C.F.R. Section 1610.3-2(c)

The BLM has no duty to make its plan consistent with a local government plan if the local government does not notify the BLM existence of its local plan.

USDA FOREST SERVICE

Pertinent parts of United States Forest Service Regulations are, as follows:

16 U.S.C. Section 1604(a)

The Secretary of Agriculture shall develop, maintain, and, as appropriate, revise land and resource management plans for units of the National Forest System, coordinated with the land and resource management planning processes of State and local governments and other Federal agencies.

36 C.F.R. Section 221.3(a)(1)

The Forest Service is obligated to consider and provide for "community stability"¹ in its decision-making processes. See also S. Rept. No. 105.22; 30 Cong. Rec. 984 (1897); The Use Book at 17.

36 C.F.R. Section 219.7(a)

¹Community stability" is defined as a combination of local custom, culture and economic preservation.

The Forest Service is obligated to coordinate with equivalent and related planning efforts of local governments.

36 C.F.R. Section 219.7(d)

The Forest Service is obligated to meet with local governments, to establish a process for coordination. At a minimum, coordination and participation with local governments shall occur prior to Forest Service selection of the preferred management alternative.

36 C.F.R. Section 219.7(d)

The Forest Service in its decision-making processes is obligated to coordinate² with local governments prior to selection of the preferred management alternative.

36 C.F.R. Section 219.7(c)

The Forest Service is obligated, after review of the county plan, to display the results of its review in an environmental impact statement. See also 40 C.F.R. Sections 1502.16(c) and 1506.2.

36 C.F.R. Section 219.7(c)(4)

The Forest Service is obligated to consider alternatives to its proposed alternative if there are any conflicts with county land use plans.

36 C.F.R. Section 219.7(f)

The Forest Service is required to implement monitoring programs to determine how the agency's land-use plans affect communities adjacent to or near the national forest being planned.

² coordinate is defined as "equal, of the same rank, order, degree or importance; not subordinate." *Blacks Law Dictionary* 303 (5th ed. 1979).



Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 13. UTILITY SERVICES

Part 45. Local Water Quality Districts

Findings And Purpose

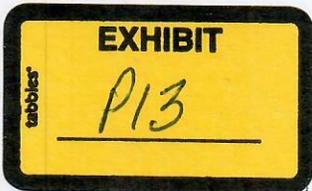
7-13-4501. Findings and purpose. (1) Pollution and degradation of surface water and ground water pose both immediate and long-term threats to the health, safety, and welfare of citizens of this state.

(2) Because of the expense and difficulty of ground water rehabilitation and cleanup and the need to protect drinking water supplies, policies and programs to prevent ground water contamination must be implemented.

(3) The purpose of this part is to provide for the creation of local water quality districts to protect, preserve, and improve the quality of surface water and ground water.

History: En. Sec. 1, Ch. 357, L. 1991.

Created by **LAWSON**



Sanders County

1111 Main Street • PO Box 519 • Thompson Falls, Montana 59873



MEMORANDUM OF UNDERSTANDING

between

MINERAL COUNTY

and

SANDERS COUNTY

COUNTY PLANNING MOU re: USFWS and USFS

The MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by Mineral County, Montana, a political subdivision of 300 River Street, Superior, Montana, and Sanders County, Montana, a political subdivision, of 1111 Main Street, Thompson Falls, Montana.

This MOU relates to the counties' joint participation in the federal planning process as cooperating agencies as these planning projects progress relative to the Lolo National Forest Plan revisions and the USFWS planning efforts relating to grizzly bears, bull trout, lynx, and wolverines.

To facilitate effective participation in the federal planning process, the counties determined that working together would increase their success in providing meaningful input and local expertise and knowledge in creating, revising, implementing, and monitoring the relevant federal plans.

The Commissioners identified that most natural resource issues faced by both counties are similar, if not identical. The issues set forth in Mineral County's Resource Use Plan and Growth Policy apply to most lands in Sanders County.

Both counties face significant issues related to the Wildland Urban Interface (WUI). The WUI is the area where private and public lands meet and is generally adjacent to transportation and population corridors.

The Resource Planner and the Civil Deputy Attorney for Mineral County, who is a special deputy attorney for Sanders County, will review and prepare comments on the USFS and USFWS plans referred to herein. They may also attend needed meetings.

These comments are generally for the County Commissioners and will generally be reviewed, revised, and submitted by the Commissioners of each county.

The costs for printing and mailing, etc., for each county, shall be borne by each county based on their respective use. The cost for drafts will be submitted by Sanders County and Mineral County in the amount of \$15,000.00 per year, to be allocated as a Resource Planner and Civil Deputy determined as appropriate based on time committed.

The parties understand that a Commissioner or Commissioners may need to attend a meeting or more to facilitate their efforts, and the counties may need to host meetings or hearings in cooperation with the USFWS or USFS as needed.

This agreement may be rescinded by either party upon 90 days' notice, if necessary.

The parties acknowledge that scoping meetings are FOIA-exempt, and Commissioners may not attend the same, but their representatives may.

Dated this 16th day of APRIL 2024.

MINERAL COUNTY COMMISSIONERS

Don B. Rowan

Clayton B. Cox

Joe Hill

SANDERS COUNTY COMMISSIONERS



File Code: 1300 **Date:** April 3, 2025
Route To:
Subject: Implementation of Secretarial Memo 1078-006
To: Regional Foresters and Deputy Chiefs

The Forest Service has a rich history of managing America's forests for the public good. Established in 1905, our agency has evolved significantly, adapting to changing societal needs and environmental challenges.

Today, we enter a new era marked by pressing issues like a growing demand for domestic lumber and wildfire resilience. The Executive Order titled "Immediate Expansion of American Timber Production" identifies these issues and set us on a path to overcome them. To address these challenges, we need to increase our active forest management to improve both the prosperity of rural America and the health of our forests. Our efforts will lead to an increase in America's wood independence, a thriving wood products economy, and the protection of our water supply. The value of wood products derived from projects on national forests will play a crucial role in driving economic growth while supporting essential efforts to reduce wildfire risk and promote forest health. Our efforts will also result in a better return on investment for the public we serve by covering more of the costs of the timber program through revenue generated.

The goals we will seek to achieve in actively managing our forests are:

- Support rural economies and forest product industry partners
- Reduce the risk of destructive wildfire by creating and sustaining healthy and resilient forests and watersheds
- Build capacity through workforce alignment and partnerships

To achieve these goals, I am directing the following actions, within current capacity constraints, to be taken to make initial progress:

I am directing the Deputy Chief for the National Forest System, in consultation with other Deputy Chiefs, Regions and Forests, to develop a national strategy that outlines our agency's goals, objectives and initial actions related to increasing active forest management. This will be completed in 30 days.

I am directing all Regional Foresters to develop 5-year strategies, tiered to the national strategy, to increase their timber volume offered, leading to an agencywide increase of 25% over the next 4-5 years. These regional timber strategies will include an assessment of their current 5-year



program of work (POW) that includes timber volume, opportunities to expand that POW, a wood utilization facility risk assessment, barriers to achieving a 25% increase in volume (including information beyond funding needed), and potential solutions to overcoming those barriers. As part of your regional strategy, you'll be required to explore the opportunity to designate *Sustained Yield Units* required for industry investments where active management is needed. Strategies must be completed in 60 days following the release of the national strategy.

I am delegating the authorization to use timber designations by prescription (DxP) and designations by description (DxD) to Forest Supervisors. These types of timber designations should be the default approach in implementing timber projects. Exceptions to these designations must be made in consultation with a Regional Forester. Additionally, virtual boundaries should be used in lieu of marked boundaries whenever possible.

Further, I am directing District Rangers and Forest Supervisors to, in addition to regular timber sale solicitations, utilize direct timber sale opportunities with interested purchasers operating on and around forests. Line officers with interested partners must initiate industry engagement within 60 days to integrate these opportunities into your short- and long-term programs of work.

Finally, all agency timber sales will use base rates or minimum rates, where appropriate, based on the Emergency Authorizations outlined by the Secretary. In addition, within 90 days, Regions will establish standard appraisal rates that can be applied and used over a geographic area where similar conditions exist. The Washington Office is available to assist in this process.

Within the next 24 months, I expect each Regional Forester to establish 2 years' worth of "shelf stock" of timber volume coming from project decisions for out-year implementation of their timber related program of work. These decisions should be in place within the next 24 months. As a part of this, within the next 3 months, and every 6 months thereafter, Districts with suitable timber base and active industry partners will develop projects that can be analyzed using appropriate Categorical Exclusions (CEs) to address active forest management needs. These projects will not only reduce fire risk and support local economies but also result in timber volume sold. National assistance will be made available where needed through the Planning Services Organization and Field Services and Innovation Center (FSIC).

I further direct all Line Officers to use innovative and efficient approaches to meeting the minimum requirements of the National Environmental Policy Act (NEPA), Endangered Species Act, National Historic Preservation Act, and other environmental laws, including categorical exclusions, emergency authorities (including the Secretary's recent expanded Emergency Situation Determination), condition-based management, determinations of National Environmental Policy Act (NEPA) adequacy, and staged or tiered decision-making. In addition, I direct compliance with the NEPA statutory time limits for, completing environmental assessments and environmental impact statements.

To this end, I am directing the Deputy Chief of the National Forest System through the Director of Ecosystem Management Coordination, within 14 days, to release direction for using Emergency NEPA, Endangered Species Act (ESA), and other regulatory authorities to streamline and simplify our permitting processes. This guidance will include mandatory

minimum approaches to scoping, extraordinary circumstances analysis and decision documentation requirements.

We will align our workforce to be efficient in active forest management delivery. I am directing the National Forest System Natural Resources Director to streamline or reduce certification requirements and processes. In the next 4 months, all Forest Supervisors, Regional Forester Teams, and appropriate Washington Office staff will attend a national active forest management meeting to align the goals, objectives and actions associated with the program, followed by regular engagements to ensure continued progress and shared leadership. Within 12 months, all current line officers will complete or refresh Forest Management for Line Officers training. New line officers will complete this training within 12 months of their effective date as a line officer.

There have been significant improvements within the Washington Office with integration of the hazardous fuels, Wildfire Risk Reduction Infrastructure Team (WRRIT), and forest management teams over the last several years and their combined efforts have delivered record accomplishments. Based on the guidance in the Executive Order, I am asking for additional integration to continue building on those successes and chart a new, completely seamless program. Therefore, I am directing the Deputy Chiefs of National Forest System and State, Private and Tribal Forestry to develop a proposal for integration of the teams and funding structures at the Washington Office within 30 days. Additionally, I am directing the same group, in consultation with the Regional Foresters, to develop a strategy field level integration, inclusive of regions and forest, within 6 months.

I expect line officers to work with States, Tribes and Counties to establish priorities and identify opportunities to share resources for execution of regional and national active forest management strategies. I expect this to result in an increase in what region's accomplish through Good Neighbor Agreements. We will emphasize work with industry partners to identify needed, feasible projects on national forests and increase the use of G-Z and A-Z contracting, as well as stewardship agreements and other implementation tools.

We will also find additional opportunities to work with states, counties, tribes and non-governmental partners to increase our active forest management activities on the ground. Internal coordination to build capacity will include increasing commercial product delivery in projects that focus on hazardous fuels reduction, implementing direct financial support programs to industry (Wood Innovation Program and Hazardous Fuels Transportation grants), and identifying opportunities to re-direct existing funds toward active forest management.

The agency will fund up to \$50 Million in Good Neighbor Authority Agreements that will fund road and bridge maintenance and reconstruction for active forest management projects. This work will emphasize the *minimum* standards necessary for safety and removal of wood products.

Finally, it is imperative that we plan and execute salvage and reforestation projects as these disturbances happen to accelerate post-wildfire recovery and reestablish healthy and resilient

forests. We have many critical successes to anchor to, including expanded hazard tree removal efforts along roadways, post fire shaded fuel break construction, and Memorandum of Understandings (MOUs) with key industry partners that have helped us model success at local levels. But we need to do more, and as such, I am directing line officers to prioritize and address salvage opportunities, including leveraging opportunities to work with states, tribes, counties, private industry, and partners to increase the pace and scale of recovery and share in achieving cross-boundary results. I'm also directing the use of existing frameworks and tools, such as Potential Operational Delineations (PODS) and the National Alliance of Forest Owners (NAFO) MOU to capitalize on the opportunity to move quickly, capitalize on value, and restore the areas to more fire resilient conditions. Regions, in consultation with the Washington Office and Forests, will integrate their regional 10-year reforestation implementation strategies with the national active forest management strategy. To the maximum extent practicable, use existing and new categorical exclusions for timber stand improvement, salvage, and other site preparation activities for reforestation, consistent with applicable law. I expect that active management, reforestation and stand improvement activities will reduce wildfire risk, ensure sustainable timber supply, promote forest health, and protect our communities and their water supply.

I want to express my sincere appreciation for your trust and support in these matters. Rest assured, we are committed to our mission, value your service and we will continue to exemplify excellence in stewarding public lands for the American people.



CHRISTOPHER FRENCH
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CHRISTOPHER B. FRENCH
Acting Associate Chief

Attachment 1: Regional Specific Actions

MEMORANDUM OF UNDERSTANDING
Between
MINERAL COUNTY AND SANDERS COUNTY
And The
USDA, FOREST SERVICE
LOLO NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Mineral and Sanders County hereinafter referred to as “the Counties,” and the United States Department of Agriculture (USDA), Forest Service, Lolo National Forest, hereinafter referred to as the “Forest Service.”

Background: The U.S. Forest Service has outlined a national strategy directing national forests to increase the pace and scale of active forest management with an emphasis on timber harvest, fuels reduction and forest restoration across priority landscapes (USDA Forest Service, *National Active Forest Management Strategy*, 2025). In Secretarial Memo 1078-006 dated April 3, 2025, Acting Associate Chief Chris French reinforced expectations for national forests to work with state, Tribal and county governments to implement management activities more efficiently and collaboratively. Mineral and Sanders County have expressed their support of this strategy and agree to work with forests to achieve their short- and long-term goals. In addition, several other national-level policy changes, such as new NEPA regulations, affect the way the Forest Service and the Counties interact.

In alignment with these changes, the Forest Service and the Counties share a mutual interest in advancing this work. By coordinating efforts and aligning priorities, the parties aim to support resilient forest and sustainable timber economies while improving conditions on the ground for the benefit of the public and the land.

Title: MOU for Shared Stewardship and Active Forest Management Coordination and Cooperation.

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to coordinate in identifying and supporting active forest management activities on national forest lands in and around Mineral and Sanders Counties. Though this MOU is between Mineral and Sanders Counties and the Lolo National Forest, opportunities to meet its intent are not geographically limited to those counties or the Lolo.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service seeks to increase the pace and scale of active forest management to improve forest health, reduce wildfire risk and support sustainable timber production. Partnering with counties strengthens the agency’s ability to act efficiently, align local priorities and local forest planning efforts, and achieve landscape-scale results consistent with national direction and recent leadership guidance. The Forest Service sees a need for assistance from the Counties and industry partners in identifying opportunities for active management projects. Specifically, the Lolo seeks assistance in project reconnaissance

and other aspects of early project development. This assistance would culminate in clear deliverables that would tie directly into Forest Service processes. All proposed projects will be considered for integration into the Lolo's 5-year POW bearing in mind multiple factors viewed through a lens of forestwide priorities. In addition, this partnership presents opportunities for the Counties to help offer solutions to problems the Forest Service presents, including project feasibility.

Sanders and Mineral Counties are committed to protecting their lands, the forest environment, residents and economies from wildfire and forest health decline, increasing timber production with certainty of supply into the future at levels that will support existing local wood products industries and create opportunities for new industry investments. The Counties seek partnerships that enable timely action, responsible use of forest products and restoration of priority areas to more fire-resilient and resistant conditions. They bring local knowledge, special expertise, professional experience and capacity to support shared outcomes that preserve our heritage, customs, culture, and historic beneficial use of our natural resources while improving forest health and benefiting our forest environment.

This MOU reflects a shared interest between the Forest Service and the Counties in advancing cooperative approaches to active forest management, forest health, wildfire risk reduction and rural community stability as they relate to current and future initiatives, strategies, and directives, including those specified in the *National Active Forest Management Strategy* Secretary's Memorandum and Associate Chiefs Implementation Memo. Through open communication and voluntary coordination, both parties recognize that cooperative action across boundaries can help achieve these mutual goals. By aligning local knowledge with federal authorities and capacity, we intend to improve outcomes for forests and communities.

In consideration of the above premises, the parties agree as follows:

III. THE COUNTIES SHALL:

- A. Share information with the Forest Service regarding relevant local priorities, on-the-ground conditions, economic developments, community concerns and local expertise to help increase effective, timely and market-aligned forest management, including timber planning and project implementation.
- B. Participate in conversations with Forest Service staff to remain informed about project development and offer input on shared priorities and areas of mutual interest, including opportunities related to active forest management and community resilience.
- C. Within timeframes established by the Forest Service, review and provide feedback on relevant planning documents and land use considerations to help address potential conflicts, support joint objectives and enhance project alignment.
- D. Work in good faith to support timely coordination that advances shared goals for active management and sustainable forest use.

- E. When feasible, help communicate the benefits of active forest management to local stakeholders and the broader public.
- F. Facilitate with appropriate county programs and industry partners to support investment and build wood products commerce to advance industry.
- G. Provide copies of local Land Management and Resource Use Plans, Growth, Policies, Community Wildfire Protection Plans, and information on land subdivisions and rules affecting private and public lands in each county.
- H. Provide USFS opportunities to participate in local land use and planning discussions regarding transportation, waterways, resource and land development and related policies.
- I. Consult with USFS regarding rules or strategies affecting private lands located within or adjacent to the Wildland Urban Interface (WUI).
- J. Serve as a liaison to a diverse range of local wood products industry partners to support information sharing that helps align forest management activities with local capacity and economic opportunities.

IV. THE FOREST SERVICE SHALL:

- A. Acknowledge the Counties' role as a local government partner and, where feasible, seek to align with shared stewardship objectives, including cross-boundary forest management, wildfire risk reduction and sustainable wood product utilization.
- B. Consider relevant local knowledge and expertise provided by the Counties to help inform agency-led identification of treatment areas and shared stewardship priorities including the WUI.
- C. Share pertinent information and periodic updates to enhance the Counties' awareness and engagement regarding forest management initiatives, timber project planning and collaborative opportunities.
- D. Consider the Counties' input, as appropriate, on opportunities that advance community resilience and support local economies through forest management planning.

- V. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal County Contacts:

Mineral County Program Contact	Mineral County Administrative Contact
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Name: Willy Peck Address: PO Box 836 City, State, Zip: Superior, MT 59872 Telephone: 406-515-9079 Email: willy.peck75@gmail.com	Name: Willy Peck Address: PO Box 836 City, State, Zip: Superior, MT 59872 Telephone: 406-515-9079 Email: willy.peck75@gmail.com
Sanders County Program Contact	Sanders County Administrative Contact
Name: Willy Peck Address: PO Box 836 City, State, Zip: Superior, MT 59872 Telephone: 406-515-9079 Email: willy.peck75@gmail.com	Name: Willy Peck Address: PO Box 836 City, State, Zip: Superior, MT 59872 Telephone: 406-515-9079 Email: willy.peck75@gmail.com

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Abby Lane Address: 209 Riverside Dr. W City, State, Zip: Superior, MT 59872 Telephone: 406-822-4233 Email: abigail.lane@usda.gov	Name: Bryce Kadrmas Address: 24 Fort Missoula Rd City, State, Zip: Missoula, MT 59804 Telephone: 406-329-1002 Email: bryce.kadrmas@usda.gov

- A. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the Forest Service or the Counties from participating in similar activities with other public or private agencies, organizations, and individuals.
- B. **ENDORSEMENT.** Any of the Counties' contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of the Counties' products or activities.
- C. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, or property, to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met.

Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agency's or counties' statutory and regulatory authority.

- D. **USE OF FOREST SERVICE INSIGNIA.** In order for the Counties to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- E. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- F. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to MOU or

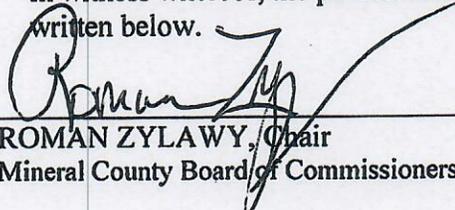
agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). This includes scoping processes as provided by law.

- G. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- H. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Counties shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU and the USFS shall do the same for the counties.
- I. TERMINATION. With prior notice of 30 days, any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- J. DEBARMENT AND SUSPENSION. The Counties shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Counties or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- K. The parties agree to comply with all laws and regulations applicable to them, including those governing public access to information such as the Freedom of Information Act (FOIA), applicable open meeting laws and public records requirements consistent with its own governing legal framework.
- L. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

M. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through November 30, 2030, at which time it will expire.

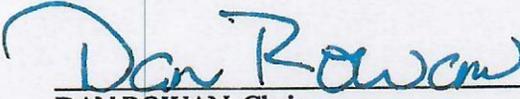
N. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.


ROMAN ZYLAWY, Chair
Mineral County Board of Commissioners

8-26-25

Date


DAN ROWAN, Chair
Sanders County Board of Commissioners

08/26/2025

Date


BENJAMIN JOHNSON, Forest Supervisor
Forest Service, Lolo National Forest

8/26/2025

Date



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MINERAL COUNTY
AND THE
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
WASHINGTON OFFICE, SERVICE-WIDE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Mineral Co. Bd. of Commr's, hereinafter referred to as the "Cooperator," and the U.S. Department of Agriculture, Forest Service, Washington Office, hereinafter referred to as the "Forest Service."

BACKGROUND: The National Environmental Policy Act (NEPA), as amended, authorizes Federal agencies to designate Federal, State, Tribal, or local agencies that have jurisdiction by law or special expertise as cooperating agencies (see 42 U.S.C. 4336a(a)(3)). As part of the NEPA process, a State, Tribal, or local agency with special expertise with respect to any environmental issue may become a cooperating agency by agreement with the lead agency (40 CFR 1501.8(a)). The Council on Environmental Quality's NEPA implementing regulations and guidance have emphasized early participation and flexible arrangements to facilitate input from cooperating agencies. Cooperating agency status neither enlarges nor diminishes the decision-making authority of any agency involved in the NEPA process. This MOU does not expand requirements or responsibilities beyond those found in laws and regulations, nor does it require an agency to provide financial assistance to a cooperating agency.

Forest Service land management planning regulations further provide that the agency shall coordinate land management planning with the equivalent and related planning efforts of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments (36 CFR 219.4(b)(1)).

On December 20, 2023, the Forest Service published a notice of intent to prepare an environmental impact statement on a proposal to amend 128 land management plans to conserve and steward old-growth forest conditions on national forests and grasslands. This MOU serves to establish and document cooperating agency relationships with interested local governments with special expertise relevant to the National Old Growth Amendment.

TITLE: MOU between the Forest Service and the Cooperator for the National Old Growth Amendment (NOGA).

I. PURPOSE

The purpose of this MOU is to document a framework for cooperation and to define the relationship and duties between the parties in the preparation of an environmental impact statement (EIS) for the National Old Growth Amendment. This MOU is established to provide coordination, communication, and the exchange of ideas and information between the Forest Service and the Cooperator pursuant to the National Environmental Policy Act and preparation of the required National Old Growth Amendment EIS analysis. The Forest Service and the Cooperator will cooperate in the areas of land management planning and natural resources management, with respect to each entity's regulations, and on matters important to the Cooperator. While the Forest Service recognizes the expertise of the Cooperator in these subjects, this agreement does not preclude the Cooperator from submitting other information, comments, and data pertaining to the National Old Growth Amendment or EIS analysis, including but not limited to the suggestion of alternatives or alternative methods of accomplishing natural resource objectives.

The purpose of this MOU is to document cooperation between the parties to conduct to prepare environmental documents under NEPA for which the Forest Service is the lead agency on National Forest System lands in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The creation of this MOU promotes efficiency, coordination, cooperation and disclosure of relevant information during the environmental analysis process and helps to ensure successful completion of analyses in a timely, efficient, and thorough manner.

In consideration of the above premises, the parties agree as follows:

III. THE COOPERATOR SHALL:

- A. Perform the duties of a cooperating agency as provided in 40 CFR 1501.8 for the NOGA environmental analyses for which the Cooperator has special expertise.
- B. Upon request, share with the Forest Service information relevant to the NOGA regarding cooperators' plans or policies with respect to natural-resource-based industries, the economy, culture, and traditional uses.
- C. Upon request, provide the Forest Service relevant information concerning potential effects to the Cooperators' comprehensive plans (or equivalent or related planning efforts).

IV. THE FOREST SERVICE SHALL:

- A. Be responsible for the preparation and content of the EIS and make the NOGA final decision in accordance with the National Forest Management Act implementing regulations (36 CFR 219) and the Council for Environmental Quality's Regulations for Implementing NEPA (40 CFR parts 1500-1508).
- B. Review, and incorporate into the EIS as appropriate, information provided by the Cooperator.
- C. Keep the Cooperator apprised of progress on the NOGA through regularly scheduled cooperating agency meetings to share information and collect feedback.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

This MOU neither enlarges nor diminishes the decision-making authority of any agency involved in the NEPA process. This MOU does not expand requirements or responsibilities beyond those found in laws and regulations, nor does it require an agency to provide financial assistance to a cooperating agency.

A. THE U.S. FOREST SERVICE AND THE COOPERATOR WILL:

- (1) Cooperate to achieve better outcomes while ensuring legal requirements are met.
- (2) Communicate openly and provide for the timely exchange of information.
- (3) Resolve conflicts at the lowest administrative level.

- B. PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Contact for the Cooperator:

Name: Willy Peck

Address: P.O. Box 836

City, State, Zip: Superior, MT 59812

Telephone: 406-515-9079

Email: willy.peck@usda.gov

Principal Contact for the Forest Service:

Name: Linda Walker

Address: 201 14th Street SW

City, State, Zip: Washington, DC 20250-1124

Email: SM.FS.NFSWONGA@usda.gov

- C. NONBINDING AGREEMENT.** This MOU creates no right benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- D. FREEDOM OF INFORMATION ACT (FOIA).** Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- E. COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective through June 1, 2028, at which time it will expire.

F. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

William P. Reck

Willg Reck
Natural Resource Advisor

6/10/24

Date

LINDA WALKER Digitally signed by LINDA
WALKER
Date: 2024.07.03 12:41:32 -04'00'

LINDA WALKER Date
Director Ecosystem Management Coordination, Forest Service

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**Memorandum of Understanding Between
U.S. Department of the Army, Corps of Engineers, Northwestern Division; U.S.
Department of the Interior, Bureau of Reclamation, Pacific Northwest Region; and
U.S. Department of Energy, Bonneville Power Administration, as Co-lead Agencies,
and
Lake County, Montana, as a Cooperating Agency,
in the Columbia River System Operations
Environmental Impact Statement Process**

1. Introduction and Purpose

The U.S. Army Corps of Engineers, Northwestern Division (Corps), U.S. Bureau of Reclamation, Pacific Northwest Region (Reclamation), and Bonneville Power Administration (BPA) are the co-lead agencies that are preparing an environmental impact statement (EIS) under the National Environmental Policy Act (NEPA) for Columbia River System Operations (CRSO).

In support of that effort, this Memorandum of Understanding (MOU) creates a cooperating agency relationship under NEPA between the co-lead agencies and Lake County, Montana; the cooperating agency referred to herein as "Cooperator." The co-lead agencies and the Cooperator are referred to collectively herein as "Parties." This MOU defines the relationships and duties of the co-lead agencies and the Cooperator in the EIS preparation process.

2. Authority

Activities of the co-lead and Cooperator agencies contemplated under this MOU are authorized under:

- A. The National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321-4347;
- B. Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA, 40 C.F.R. pts. 1500-1508 (in particular § 1501.5 on lead agencies and § 1501.6 and § 1508.5 on cooperating agencies);
- C. U.S. Army Corps of Engineers Regulations for the implementation of NEPA, 33 C.F.R. § 230 (in particular 33 C.F.R. § 230.16 on lead and cooperating agencies); and
- D. Department of the Interior Regulations for the implementation of NEPA, 43 C.F.R. § 46 (in particular § 46.220 on lead agencies and § 46.225 on cooperating agencies);

E. Department of Energy Regulations for National Environmental Policy Act Implementing Procedures 10 C.F.R. § 1021 *et seq.* (in particular § 1021.342 on interagency cooperation).

F. The execution of this MOU is consistent with the following NEPA guidance from the Council on Environmental Quality:

- Memorandum for Heads of Federal Agencies, Cooperating Agencies in Implementing the Procedural Requirements of the National Environmental Policy Act (Jan. 30, 2002); and
- Memorandum for Heads of Federal Agencies, Designation of Non-Federal Agencies to be Cooperating Agencies in Implementing the Procedural Requirements of the National Environmental Policy Act (July 28, 1999).

3. Lead Agency Responsibilities

The co-lead agencies shall:

- A. Be responsible for preparation of the EIS and the NEPA compliance process. The co-lead agencies' responsibilities thus include, but are not limited to, determining the purpose and need, selecting alternatives for analysis, identifying effects of alternatives, identifying mitigation measures, selecting the preferred alternative, issuing records of decision with the alternative selected, filing the necessary documents to complete the process, developing schedules, and making staff commitments of co-lead agency personnel to complete the NEPA process within the time schedule.
- B. Designate the Cooperator as a cooperating agency in the CRSO EIS process.
- C. Produce schedules identifying the timelines for the development and completion of products and document review for which the Cooperator is agreeing to provide.
- D. Consistent with their responsibilities as co-lead agencies, consider and incorporate the data, environmental analyses, technical studies, and recommended mitigation measures of the Cooperator to support the decision-making process, giving particular weight to those topics on which the Cooperator is acknowledged to possess special expertise (see 4.I. below).
- E. Address other environmental review and consultation requirements such as, but not limited to: the Clean Water Act, the National Historic Preservation Act, the Endangered Species Act, and Executive Order 12898 *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* and Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*.
- F. Involve the public as defined in the Council on Environmental Quality Regulations at 40 CFR pts. 1500-1508; Section 106 of the National Historic Preservation Act, 54 U.S.C. § 300101 *et seq.* and implementing regulations at 36 CFR pt. 800.

G. Sponsor meetings with the cooperating agency; and as appropriate, sponsor meetings with a group of cooperating agencies. The co-lead agencies are responsible for providing advance information for discussion at these meetings when possible.

H. As appropriate, ensure the Cooperator's comments, including divergent views, are documented and considered.

I. Provide advance copies of the draft and final EIS and related compliance documents for timely review and comment on areas of the Cooperator's jurisdiction or expertise. Anticipate a 3-week review period to provide review and comments.

Commented [DG1]: This is a cooperator option. If you would like to include this review, please include this paragraph. If not, please delete this paragraph and Paragraph 4.J below.

4. Cooperating Agency Responsibilities

In accordance with 40 C.F.R. § 1501.6 and 43 C.F.R. § 46.230, and 10 C.F.R. § 1021.342, the Cooperator shall:

A. Assume responsibility for identifying and developing applicable information, arranging for the collection or assembly of relevant data, and analyzing data related to those portions of the EIS for which the Cooperator has special expertise or jurisdiction.

B. Make staff available to ensure ability to fulfill responsibilities agreed to in this MOU and to enhance the interdisciplinary capability of the co-lead agencies' staff.

C. Assist in the development and evaluation of alternatives and the estimation of the effects of implementing each alternative on resources for which the Cooperator has jurisdiction or special expertise.

D. Provide timely review of draft documents when requested.

E. Not release any pre-decisional information (including, but not limited to, meeting notes, data, draft documents, and working discussions) obtained from the co-lead agencies or other cooperating agencies unless the information is deemed an agency record. Pre-decisional information may be shared with the Cooperator's staff for purposes of review. The Cooperator will refer any questions concerning the release of information to the co-lead agencies' CRSO EIS policy leads through the MOU agency POC identified in paragraph 6.A.

F. Attend meetings with the co-lead agencies, if requested, as well as group meetings with co-leads and other cooperating agencies, as appropriate and practicable.

G. Retain the right to comment on all issues during the draft and final EISs agency and public review and comment processes.

Commented [KS2R1]: Keep

H. Promptly inform the co-lead agencies of concerns related to the EIS process.

I. For purposes of this agreement, the special expertise and/or jurisdiction of the Cooperator include the following:

- 1) Information regarding the value of tax and PILT or similar funding to local governments.
- 2) Information and concerns and controls about T & E Species and invasive or un-invited species and their impacts on our water, recreational and environmental and economic resources.
- 3) Employment and recreational data on regional opportunities and funds generated or derived from actions related to our water resources.
- 4) Expertise regarding water availability in respect to timing, schedules and duplicate utilization of the same.
- 5) Shoreline protection jurisdiction and 310 permit for work on rivers and streams.
- 6) Disaster and Emergency Services planning and responses regarding public safety, etc.
- 7) On the ground local monitoring and regulatory abilities.

I.J. Timely review and comment on areas of the Cooperator's jurisdiction or expertise in advance copies of the draft and final EIS and related compliance documents. Anticipate a 3-week review period to provide review and comments.

Commented [DG3]: See comment on Section 3.1 above.

5. Other Provisions

A. Funding agreements are not altered. This MOU does not affect funding agreements already in place or to be executed among the cooperating agencies regarding the co-lead agencies' completion of the NEPA process. For costs not explicitly covered under such agreements, the Parties understand that the Cooperator is responsible for its own costs with regard to completion of tasks outlined in this MOU consistent with 40 C.F.R. § 1501.6(b)(5).

B. Court ordered schedule requirements. The co-lead agencies have been ordered by the U.S. District Court for the District of Oregon to meet specified schedule timelines for completing this NEPA process. Consequently, the Cooperator agrees that the work it is committing to will be timely completed in order to comply with the court-ordered schedule, including meeting scheduled interim milestones and timeframes for cooperator review and submissions. In the event the Cooperator becomes aware it is not able to meet the timelines established by the co-lead agencies, the Cooperator will immediately notify the co-lead agencies to determine whether the actions agreed to in this MOU require modification.

C. Authorities of the Parties are not altered. Nothing in this MOU alters, limits, or supersedes the authorities or responsibilities of any party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond their respective authorities.

D. Financial obligations. Nothing in the MOU shall require any of the Parties to assume any financial obligation or expend any sum or funds in excess of available authorized appropriations or in any other way take action in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

E. Immunity and defenses retained. Each party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU and cooperative work on the EIS.

F. Legal liabilities and other liability. Nothing in the MOU shall require any of the Parties to assume any legal liabilities or other liabilities on behalf of any other Party.

G. Conflict of interest. The Parties agree not to utilize any individual for purposes of EIS development, environmental analyses, or representation, including officials, employees, or third party contractors, having a financial interest or other interest in the outcome of the EIS.

H. Management of information. The Cooperator acknowledges that all data and information provided by them will become part of the co-lead agencies' official records and will be available for public review, except as otherwise determined not to be released pursuant to the Freedom of Information Act 5 U.S.C. § 552 or restricted by the Privacy Act, 5 U.S.C. § 552s and agency implementing procedures. The Cooperator will comply with all aspects of the Privacy Act, including safe-guarding individual's names and addresses. All questions concerning the release of information will be referred to the CRSO EIS policy leads [through the MOU agency POC identified in paragraph 6.A.](#)

I. Freedom of Information Act requirements. If information is requested through the Freedom of Information Act, or other public disclosure laws, the following guidelines will be followed: If the originator of the document(s) being requested is the Cooperator, the Cooperator will respond to the disclosure request pursuant to applicable law and Cooperator's agency implementing procedures and the Cooperator will keep the co-lead agencies informed by sending copies of the request and relevant documents. If the originator of the document(s) being requested is a co-lead agency, the Cooperator will, unless otherwise required by Cooperator's agency implementing procedures, refer the disclosure request to the co-lead agency and a letter will be sent by the Cooperator to the requester that the request has been referred. If the originator of the document(s) is another cooperating agency, the Cooperator will refer the disclosure request to the originating agency and a letter will be sent by the Cooperator to the requester explaining that the request has been referred. The Cooperator will keep the co-lead agencies informed by sending copies of the request and the letter to the requester.

J. Responsibility for decision making. While the Parties agree to make reasonable efforts to resolve procedural and substantive disagreements, they acknowledge that the co-lead agencies retain final responsibility for the analysis in the draft and final EISs and the decision made in each agency's respective Records of Decision (ROD).

K. Entirety of the agreement. This MOU, consisting of 8 pages, represents the entire agreement among the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

L. Savings clause. Nothing in this agreement is intended to conflict with current law, regulations, or the directives promulgated by the Parties. If a term of this MOU is inconsistent with such authority, then that term shall be stricken and the remaining terms and conditions of this MOU shall remain in full force and effect.

6. Agency Representative

The co-lead agencies and the Cooperator shall each designate and maintain a point of contact for the EIS. Each party may change its point of contact by providing written notice to the other Party. An alternate or backup representative may also be appointed by written notice to the Parties.

- A. The co-lead agencies' point of contact is:
Sarah Biegel, Bonneville Power Administration
stbiegel@bpa.gov (503) 230-3920
- B. The Cooperator's points of contact are:
Brian Marotz, MFWP Hydropower Mitigation Coordinator
bmarotz@mt.gov (406) 751-4546
Matt Boyer, Science Program Supervisor
mboyer@mt.gov (406) 751-4570

7. Resolution of Disputes

The co-lead agencies are responsible for all decisions involving the EIS and will make all final decisions on disputes arising during the NEPA process. The co-lead agencies will document, for the administrative record, the nature of any dispute and the resolution process used. For disputes involving different interpretations of information, the co-lead agencies agree to consider different interpretations, if such interpretations are supported by sufficient credible data, as determined by the co-lead agencies. For other disputes, the co-lead agencies and the Cooperator will use their best efforts to resolve issues in a manner agreeable to both Parties. If a disputed issue cannot be resolved in a collaborative and timely manner, the co-lead agencies will make the final decision. The Cooperator retains the right to comment on all issues related to the EIS, including those in dispute, through the draft and final EIS public review and comment processes.

8. Administration of the MOU

- A. Approval. This MOU becomes effective on the date of the last signature and will remain in effect unless modified or terminated as provided for herein.
- B. Counterparts. This instrument may be executed in counterpart: each of which is deemed to be an executed original even if all signatures do not appear on the

same counterpart. Facsimile and photo copies of this instrument will have the same force and effect as an original

C. **Modifications.** Modifications within the scope of the MOU shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed.

D. **Termination.** Either the co-lead agencies or the Cooperator may propose alteration or termination of their participation in this MOU upon 30-day written notice to the other entities. The written notice shall state the reason for desiring to alter or terminate the MOU. During the intervening 30 days, both the co-lead agencies and the Cooperator will actively attempt to resolve any outstanding disputes or disagreements. Otherwise, the roles and responsibilities will terminate when the Records of Decision are issued. Unless terminated sooner, or renewed by written agreement of the Parties, this MOU is effective until 11:59 PM PST on December 31, 2021.

9. Signatures

The Parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU, as set forth herein.

Cooperating Agency

BOARD OF LAKE COUNTY COMMISSIONERS

Gale Decker, Chairman

William D. Barron, Member

Dave Stipe, Member

Lake County, Montana

(Date)

Co-Lead Agencies

LORRI J GRAY
Regional Director
Pacific Northwest Region
Bureau of Reclamation

(Date)

DAVID J PONGANIS, SES
Northwestern Division
U.S. Army Corps of Engineers

(Date)

F LORRAINE BODI
President, Environment Fish & Wildlife
Bonneville Power Administration

(Date)

CARTER COUNTY COMMISSIONERS

PHONE: (406) 775-8749
FAX: (406) 775-8750

P.O. BOX 315
EKALAKA, MT 59324

September 30, 2025

Wendy M. Warren
District Manager
c/o Nate Arave Acting District Manager
United States Department of the Interior
Bureau of Land Management
Eastern Montana / Dakotas District Office
111 Garryowen Road
Miles City, Montana 59301
BLM MT Miles City FO@blm.gov

Billings Field Office
United States Department of the Interior
Bureau of Land Management
5001 Southgate Drive
Billings, MT 59101
BLM MT Billings FO@blm.gov

Dear Sir / Madam:

We are writing to appeal your decision to disallow Carter County to participate as a cooperative agency in BLM's consideration of a right-of-way / easement across BLM property to facilitate the Snowy River Sequestration Project in Carter County. The decision to disallow us cooperative status is contrary to earlier invitations from BLM to participate as a cooperative agency in other similar projects and is contrary to our multiple requests to do so on this project. We request that you honor your past invitations to participate as a cooperative agency on other projects (e.g. September 28, 2022) and our multiple requests to participate as a cooperative agency on this project at this time.

Your denial violates provisions of the Soil and Water Resources Act (provisions attached) and provisions of numerous other federal laws including the Clean Air Act and NEPA.

Because the County has special expertise and local knowledge and information, cooperation between the BLM and this County is essential for compliance with NEPA requirements. This includes compliance with consistency review and discussions required by the 40 C.F.R. §1502.16(b); 40 C.F.R. §1502.16(c); and 40 C.F.R. §1502.16(d).

CARTER COUNTY COMMISSIONERS

PHONE: (406) 775-8749
FAX: (406) 775-8750

P.O. BOX 315
EKALAKA, MT 59324

Please process this appeal as soon as possible and reverse your decision to deny our status so we can progress in a meaningful manner and we can proceed to help with the best review of this project as possible.

Sincerely,

Rod Trauck
Pamela Castleberry
Don Dinstel

Carter County Commissioners

CC: Office of Field Solicitor's Office
MACO



Montana Code Annotated 2023

TITLE 76. LAND RESOURCES AND USE

CHAPTER 1. PLANNING BOARDS

Part 1. General Provisions

Definitions

76-1-103. Definitions. As used in this chapter, the following definitions apply:

- (1) "City" includes incorporated cities and towns.
- (2) "City council" means the chief legislative body of a city or incorporated town.
- (3) "Governing body" or "governing bodies" means the governing body of any governmental unit represented on a planning board.
- (4) "Growth policy" means a comprehensive development plan, master plan, or comprehensive plan that was adopted pursuant to this chapter before October 1, 1999, or a policy that was adopted pursuant to this chapter on or after October 1, 1999.
- (5) "Land use management techniques and incentives" include but are not limited to zoning regulations, subdivision regulations, and market incentives.
- (6) "Market incentives" may include but are not limited to an expedited subdivision review process authorized by **76-3-609**, reductions in parking requirements, and a sliding scale of development review fees.
- (7) "Mayor" means mayor of a city.
- (8) "Neighborhood plan" means a plan for a geographic area within the boundaries of the jurisdictional area that addresses one or more of the elements of the growth policy in more detail.
- (9) "Person" means any individual, firm, or corporation.
- (10) "Planning board" means a city planning board, a county planning board, or a joint city-county planning board.
- (11) "Plat" means a subdivision of land into lots, streets, and areas, marked on a map or plan, and includes replats or amended plats.
- (12) "Public place" means any tract owned by the state or its subdivisions.
- (13) "Streets" includes streets, avenues, boulevards, roads, lanes, alleys, and all public ways.
- (14) "Utility" means any facility used in rendering service that the public has a right to demand.

History: En. Sec. 3, Ch. 246, L. 1957; amd. Sec. 2, Ch. 247, L. 1963; amd. Sec. 1, Ch. 349, L. 1973; R.C.M. 1947, 11-3803(part); amd. Sec. 1, Ch. 266, L. 1979; amd. Sec. 4, Ch. 582, L. 1999; amd. Sec. 1, Ch. 599, L. 2003; amd. Sec. 1, Ch. 455, L. 2007.

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Montana Code Annotated 2023

TITLE 76. LAND RESOURCES AND USE

CHAPTER 1. PLANNING BOARDS

Part 6. Growth Policy

Growth Policy -- Use And Amendment For Coordination And Cooperation With Federal Agencies

76-1-607. Growth policy -- use and amendment for coordination and cooperation with federal agencies. (1) A local governing body may use a growth policy as a resource management plan for the purposes of establishing coordination or cooperating agency status with a federal land management agency.

(2) The governing body may amend the growth policy to include any elements required by a federal land management agency to establish coordination or cooperating agency status.

History: En. Sec. 1, Ch. 65, L. 2013.

Created by **LAWSON**

