

MEMORANDUM OF UNDERSTANDING
BETWEEN
BEAVERHEAD COUNTY, MONTANA
AND
THE UNITED STATES DEPARTMENT OF AGRICULTURE
BEAVERHEAD-DEERLODGE NATIONAL FOREST

This Memorandum of Understanding (agreement) is hereby made and entered into by and between Beaverhead County, Montana, hereinafter referred to as the County/Cooperating Agency, and the United States Department of Agriculture Forest Service, Beaverhead-Deerlodge National Forest, to participate in this agreement is provided by the National Environmental Policy Act, 42 USC 4321 et seq. The authority of the County to participate in this agreement is provided by 40 CFR 1501, 1506, and 1508.

I. INTRODUCTION

The USDA Forest Service, Beaverhead-Deerlodge National Forest is in the process of revising its Land and Resource Management Plans as required by National Forest Management Act, 16 U.S.C. 1604, 1613. As part of this revision process, an environmental impact statement (EIS) will be prepared. The Forest Service must assure the EIS complies with the National Environmental Policy Act (NEPA) and other applicable statutes, regulations and Executive Orders.

Beaverhead County, Montana, has requested, and the Forest Service has agreed to grant cooperating agency status pursuant to 40 CFR 1501.6.

II. PURPOSE

This purpose of this agreement is to define the relationship and duties of the Forest Service and Beaverhead County (Cooperating Agency) in the Beaverhead-Deerlodge National Forest Land and Resource Management Plan (LRMP) Revision.

III. STATEMENT OF MUTUAL INTEREST AND BENEFIT

The Forest Service's mission is to care for the National Forest System lands and serve the people that use those lands. The County's lands lie within and adjacent to these lands, and the County's mission is to care for the County lands and serve the citizens of the County. Therefore, it is of mutual interest and benefit for the parties to develop a comprehensive, land management plan, whereby the County's input is fully recognized and addressed.

IV .THE COUNTY ICOOPERATING AGENCY SHALL:

A. Provide expertise, with respect to the EIS, in the area of county planning and local tax and revenues, including:

1. County comprehensive plan with respect to natural resource-based industries, the economy, custom, and culture of Beaverhead County and its citizens.
2. County management plans for any lands within the borders of the County and the affects on land adjacent to Beaverhead County.
3. State or local taxes collected in the County.
4. Effects on the County and its citizens of activities by government or other entities which could significantly influence revenues available to the County, private property

interests of individual citizens, or have the effect of adding expense to the citizens of the County or to the County government.

5. Effects on the County of water or land management changes on lands within or adjacent to Beaverhead County.

B. Participate as a full member of the Interdisciplinary (ID) Team and attend scheduled ID Team meetings.

C. Submit written assignments as required within specified deadlines and in the proper format.

D. Keep the Commissioners apprised of Forest Plan Revision efforts and direction as the Plan is revised.

E. Discuss with the ID Team apparent inconsistencies between the Beaverhead County Growth Policy and Resource Use plan and the policies, plans, and programs of the Forest Service during development of Plan alternatives and inform the Beaverhead County Commissioners of required inconsistencies.

F. Provide the Forest Service with an analysis of how the alternatives may affect the County's economy (including local taxes and revenues) and the custom and culture of its citizens. Information from this analysis will be considered to the maximum extent possible and incorporated as appropriate by the HIS team into the draft and final HIS.

G. Prepare and make available to the Forest Service information and data regarding Beaverhead County.

H. Notify the Forest Service, in writing, of apparent inconsistencies during the Draft Forest Plan comment period.

I. Fund its own expenses associated with its participation as a Cooperating Agency in the EIS Process.

V. THE FOREST SERVICE SHALL:

A. As a lead agency, be responsible for preparation of, quality of, and content of the HIS.

B. Provide the opportunity for Beaverhead County to review and comment on items, including:

I. Preliminary range of alternatives to be considered in detail.

2. Preliminary draft of the social/economic section of the affected environment.

3. Preliminary draft of the social/economic section of the environmental consequences.

C. Meet with Beaverhead County officials upon request to include preliminary discussion of elements of the plan revision.

D. Consider, to the maximum extent possible and incorporate as appropriate, the information provided by the County into the appropriate EIS documents.

E. Produce the EIS in accordance with established time frames and the terms of this agreement.

F. Make the final decision on the content of all EIS documents.

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

A. PRINCIPAL CONTACTS. Each participating entity has designated a liaison to act as the principal contact for the Forest Plan Revision. An entity may change its principal contact at any time by providing written notice to the other party.

Forest Service Contact
Peri Suenram
Beaverhead-Deerlodge National Forest 420 Barrett Street
Dillon, MT 59725
Phone: (406) 683-3967

Cooperating Agency Contact
Robert Van Deren
Beaverhead County 2 South Pacific
Dillon, MT 59725
Phone: (406) 683-9510

B. The parties agree to use their best efforts to meet the time frames established in the agreement, to work cooperatively, and to resolve differences as quickly as possible.

C. Nothing in this agreement will abridge or amend the authorities and responsibilities of the Forest Service, the County, or any other party on any matter under their respective jurisdictions.

D. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

E. NON-FUND OBLIGATING DOCUMENT. This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

G. MODIFICATION. Modifications within the scope of the agreement 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.

H. TERMINATION. Either of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration.

