

MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTANA BUREAU OF LAND MANAGEMENT
MILES CITY FIELD OFFICE
AND
(COOPERATING AGENCY)

This **MEMORANDUM OF UNDERSTANDING (MOU)** for the preparation of the Miles City Field Office Draft and Final RMP/EISs is by and between the Bureau of Land Management, Miles City Field Office (hereinafter referred to as the BLM) and _____ (hereinafter referred to as the Cooperating Agency), and sometimes jointly referenced as "the Parties".

I. INTRODUCTION.

1. Under federal law, BLM is lead agency for the revision of the Miles City Field Office Resource Management Plan (RMP) and associated environmental impact statement (EIS). The RMP must conform to requirements of the Federal Land Policy and Management Act (FLPMA) and the National Environmental Policy Act (NEPA). BLM has the responsibility for the content of the RMP and its conformance to FLPMA and compliance with NEPA, including the Draft and Final EIS. BLM is also responsible for requesting the participation of other federal, state, Tribal, and local government agencies and entities, and for cooperatively using their expertise as it conducts the RMP/EIS process.
2. In pursuing this responsibility, BLM seeks to enlist _____ as a cooperating agency -- a special status among interested parties -- in order to engage its full participation in the preparation of the Draft and Final RMP/EIS. It is the intention of this MOU to establish an atmosphere of sharing between the parties where full recognition and respect to the authority and responsibility of both of the government entities is recognized.
3. The Cooperating Agency has interests in all planning area activities, including those activities taking place on lands managed by BLM; therefore, it has a high level of interest in the outcome of the RMP and EIS. BLM recognizes that the Cooperating Agency may have knowledge and expertise relative to the planning area in providing long-term direction for social and natural resources, and other matters, all of which may be addressed in the RMP/EIS.
4. Additionally, BLM and the Cooperating Agency both have obligations to the public in maintaining the quality of the human environment, the regional economy, the sustainability of local communities, public health, and the regional resource base.
5. The Cooperating Agency asserts that law and regulations governing NEPA, FLPMA, CEQ, and BLM accord the Cooperating Agency all the rights and privileges regarding access to planning documents and processes contemplated in this MOU. Nonetheless, the Cooperating Agency desires to enter into this MOU because of its interest in participating with the BLM in a fully collaborative planning process.
6. The Parties agree that the Cooperating Agency may implement land use plans and management guidelines to address issues involving public lands and other lands within its boundaries as long as those plans are consistent with federal plans. This MOU is not meant to impair the right of the

Cooperating Agency under state and federal law to participate in and influence federal land use planning and administration, including the right to a consistency review of federal land use plans and decisions as they relate to the Cooperating Agency's plans.

7. The Cooperating Agency reserves the right to protest the proposed decisions of the RMP.

II. PURPOSE

The purpose of this MOU between BLM and the Cooperating Agency is to:

1. confirm the formal designation of BLM as lead agency with responsibility for the completion of the RMP, DEIS, FEIS, and Record of Decision (ROD);
2. formally designate the Cooperating Agency in the RMP/EIS planning process;
3. formalize and provide a framework for cooperation and coordination between BLM and the Cooperating Agency in order to successfully complete the RMP and the EIS in a timely, efficient, and thorough manner;
4. describe the respective roles, responsibilities, jurisdictional authority, and expertise of each entity in the planning process; and
5. ensure that the working relationship between BLM and the Cooperating Agency meets the purposes and intent of NEPA.

III. POINTS OF CONTACT

Mary Bloom, BLM Project Manager, will be the primary point of contact in ensuring coordination among the cooperating agencies and the BLM during the planning process. _____ will be the Cooperating Agency point of contact. The BLM's RMP contractor, ALL Consulting, will assist BLM in the planning process, especially Cooperating Agency coordination.

IV. AUTHORITIES FOR AGREEMENT

The authority for BLM and the Cooperating Agency to participate in this agreement is provided in NEPA, 42 USC 4321 et seq. and 40 CFR 1501.6 (Cooperating Agencies), 1506.2 (Elimination of Duplication with State and Local Procedures), and 1508.5 (Cooperating Agency). Additional authorities rest in FLPMA, 43 USC 1712 et seq., which mandate coordination of planning and management efforts with the programs of state and local governments, which may be affected by BLM planning actions.

The authority for _____ to enter into this MOU is provided in _____.

V. ROLES AND RESPONSIBILITIES

a. Montana Bureau of Land Management Responsibilities

The BLM as Lead Agency is responsible for the following:

- i. Preparation of, quality of, and content of the Draft RMP/EIS, and the Proposed RMP/Final EIS.
- ii. Enabling the Cooperating Agency to provide meaningful comments in the EIS process by providing the following opportunities:
 - involvement in identifying issues and concerns relative to the planning process,
 - involvement in identifying or providing data that is suitable, available, and relevant to the planning process;
 - identification of a reasonable range of alternatives, or portions thereof which are geared towards resolving the planning issues that may be of concern to the Cooperating Agency. This may include, but is not limited to goals and objectives, desired future conditions, limits of acceptable changes, appropriate mitigation measures or monitoring systems, recommendation for a preferred alternative; and
 - review and comment on preliminary sections of the EIS that received input from the Cooperating Agency, due to its jurisdictional responsibilities or special expertise.
- iii. Considering to the extent possible and incorporating as appropriate, the information provided by the Cooperating Agency into the document.
- iv. Making all final determinations on the content of RMP/EIS.

b. Cooperating Agency Responsibilities

The _____ as a Cooperating Agency having both jurisdictional responsibilities and special expertise in many areas related to planning is responsible for the following:

- i. Consolidating the comments of the Cooperating Agency.
- ii. Assisting BLM in the identification of the issues and concerns to be addressed in the planning effort.
- iii. Providing relevant data, which may assist in the RMP/EIS process. This data will include but is not limited to the following:
 - information relative to Cooperating Agency knowledge and expertise on approved programs, plans, and policies that will be affected by the planning effort (this information is to serve as a basis for future consistency reviews);
 - information relative to _____;
 - information relative to _____;
 - information relative to _____; and

- other such information as may be of interest to the Cooperating Agency and which is relevant to the planning issues or data needs.

iv. Reviewing and providing comments within a mutually agreed upon timeframe of preliminary baseline reports or other technical reports where the Cooperating Agency has provided data or other such information in order to complete the report.

v. Reviewing and providing comments within a mutually agreed upon timeframe of the following sections of the preliminary draft EIS.

- preliminary range of alternatives to be considered in detail,
- relevant portions of the Affected Environment EIS section,
- relevant portions of the Environmental Consequences EIS section, and
- relevant portions of the Consultation and Coordination EIS section.

vi. providing the BLM a consolidated comprehensive review of the Draft EIS.

VI. Funding

Each entity agrees to fund its own expenses with this planning process.

VII. Joint Responsibilities

The parties agree to use their best efforts to meet the timeframes established in the agreement, to work cooperatively, and to resolve differences as quickly as possible. The schedule for this RMP/EIS is provided in Attachment B, and hereby made a part of this Agreement. BLM will promptly inform the Cooperating Agency of all schedule changes that would affect the Cooperating Agency's input into the document. Allowances will be made to give adequate time for response.

The Parties agree not to employ the services of any third party having a financial interest in the outcome of the RMP. The Parties will take all necessary steps to ensure that no conflict of interest exists with any consultants, counsel, or representatives they may employ in this undertaking.

VIII. IMPLEMENTATION, AGREEMENT AND TERMINATION

This agreement becomes effective upon signature by all parties, and may be subsequently amended through written agreement of all signatories. The BLM or Cooperating Agency may terminate this agreement by providing written notice of termination to the other party. If not terminated sooner, this agreement will end when the notice of availability for the Final EIS is published in the Federal Register.

Nothing in this agreement will abridge or amend the authorities and responsibilities of the BLM or Cooperating Agency or any other party on any matter under their respective jurisdictions.

Nothing in this agreement may be constructed to require the Cooperating Agency or BLM to obligate or pay funds or in any other way take action in violation of the Anti-Deficiency Act (31 USC 1341) or any state or county or Tribal law or ordinance.

IX. SOVEREIGN IMMUNITY

Neither signatory waives their sovereign immunity by entering into this Memorandum of Understanding, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this agreement.

X. SIGNATURES

The parties hereto have executed this Memorandum of Understanding as of the dates shown below.

Bureau of Land Management (Date)
David McIlroy
Miles City Field Office Manager

(Cooperating Agency Signatory Info Here)
_____(Date)

ATTACHMENT A

POINTS OF CONTACT

Bureau of Land Management

Primary

Mary Bloom, Miles City RMP Project Manager
Miles City Field Office
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Miles City, Montana 59301
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Mary_Bloom@blm.gov

BLM RMP Contractor

Jon Seekins, Project Manager
ALL Consulting
1305 E. 15th Street, Suite 205
Tulsa, Oklahoma 74120
(918) 382-7581
jseekins@all-llc.com

Cooperating Agency _____

Primary

ATTACHMENT B
PROJECT MILESTONES

- February/March 2005: Scoping Meetings
- April 2005: Management Situation Analysis and Alternative Development Completed
- May 2005: Scoping Report Prepared
- July 2005: Selection of the Preferred Alternative
- April 2006: Draft RMP/EIS published
- April-July 2006: Public Comment Period (90 days)
- May 2006: Public Meetings/Open Houses
- June 2007: Final EIS/Proposed RMP Published
- June 2007: Public Protest Period (30 days)
- November 2007: Record of Decision Published