



COOPERATING AGENCY ROLES FOR TRIBES

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For Alaska Venture Fund

November 2025 (Updated April 2026)

Introduction

This Handbook provides a general overview for how Tribes can use cooperating agency status as an opportunity to advocate for their interests in National Environmental Policy Act (NEPA) processes managed by the Department of the Interior/Bureau of Land Management (BLM) and U.S. Department of Agriculture/Forest Service. Federal agencies most often include cooperating agencies in preparation of Environmental Impact Statements (EISs) and land use planning processes, which have more formal requirements for cooperating agency participation, but there are also opportunities for cooperating agencies to participate in development of Environmental Assessments (EAs) as well.

Cooperating agency status is a tool that is in addition to – not instead of – Tribes’ rights to government-to-government consultation, rights under the Alaska National Interest Lands Conservation Act (ANILCA) and the National Historic Preservation Act (NHPA), and the federal government’s broader trust obligations to Tribes. Being a cooperating agency enables Tribes (along with other federal agencies and other state and local governments and agencies) to be at the table with lead federal agencies as they are evaluating and making decisions on management of public lands. Cooperating agencies have access to information that is not shared with the public or through the consultation process, providing Tribes with an opportunity to get additional information and influence decisions beyond other avenues in the NEPA process.

The Handbook will provide supporting information for the three main aspects of cooperating agency status:

- (1) Becoming a cooperating agency.
- (2) Negotiating an agreement.
- (3) Participating in a NEPA process as a cooperating agency.

Authority

Generally, the authority to designate cooperating agencies comes from Section 107(a)(3) of NEPA, which provides that federal agencies “may, with respect to a proposed agency action, designate any Federal, State, Tribal, or local agency that has jurisdiction by law or special expertise with respect to any environmental impact involved in a proposal to serve as a cooperating agency.” Special expertise is defined as “statutory responsibility, agency mission, or related program experience.”

NEPA, Section 107(a)(2), further directs lead agencies (those assessing a proposed action or preparing a land use plan) to:

- Request participation of cooperating agencies at the earliest practicable time;
- Give consideration to analysis or proposal created by a cooperating agency;
- Include cooperating agencies in developing a schedule for completing the environmental review; and
- Meet with a cooperating agency if requested.

Regulations and policies governing cooperating agency status are in a state of flux under the current administration, since overarching NEPA regulations issued by the Council on Environmental Quality, Department of the Interior and Department of Agriculture that addressed cooperating agencies have all been revoked or replaced. This Handbook represents the best information available at this time.

- Specific to the Department of the Interior/BLM: The Department of the Interior has issued new [DOI NEPA Regulations](#) in February 2026 that, among the other provisions, require DOI agencies to invite cooperating agency participation in EISs and allow agencies to invite cooperating agency participation in EAs. The regulations also require agencies to consider any request to participate as a cooperating agency in an EIS or EA, and direct agencies to develop coordination documentation with cooperating agencies, such as a Memorandum of Understanding. DOI has also issued a new [Handbook of NEPA Implementing Procedures](#) that provides additional guidance on engaging cooperating agencies in NEPA processes and sets the expectation that agencies will “use the analyses and proposals of a cooperating agency to the maximum extent possible consistent with its responsibility.” (DOI Handbook Appendix 1.) The regulations and guidance, plus the [BLM Planning Regulations](#) and guidance, continue to provide for cooperating agency participation in NEPA processes and direct the BLM to engage Tribes proactively. Under the Federal Land Policy and Management Act (FLPMA), the BLM has an independent responsibility to coordinate with the plans of other units of government, including Tribes, in the development and revision of land use plans (43 U.S.C. 1712(c)(9)).
- Specific to USDA/Forest Service: The Department of Agriculture’s new NEPA regulations do not address cooperating agencies and the Department has not yet issued new NEPA guidance addressing cooperating agencies, but information to date indicates it will follow a similar path to Interior. Also similar to the BLM, the [Forest Service Planning Regulations](#) and guidance continue to provide for cooperating agency participation in planning processes and specifically direct the agency to encourage Tribes to seek cooperating agency status in the process and incorporate cooperating agencies into the various steps of the planning process.

It's worth noting that some of the BLM and Forest Service planning guidance, as well as other guidance such as the BLM Desk Guide to Cooperating Agency Relationships, relies on NEPA regulations that have been recently revoked. It's not clear how this revocation will fully affect the agencies' practices for engaging with cooperating agencies and Tribes. Accordingly, this Handbook outlines current regulations, as well as ongoing practice of the agencies based on available information.

Forest Service and BLM Cooperating Agency Guidance

- [Forest Service Guide to the Planning Process for State, Local and Tribal Governments](#) (2016) (“Forest Service Guide”)
- [BLM Desk Guide to Cooperating Agency Relationships](#) (2012) (“BLM Desk Guide”)

Part I. Becoming a Cooperating Agency

Federal agencies reach out to potential cooperating agencies, including Tribes, at the beginning of a NEPA process, typically by mail but also by e-mail. The invitation to be a cooperating agency in an upcoming NEPA process includes information about how to request cooperating agency status and next steps in the process, which include development of a Memorandum of Understanding (MOU) to guide the cooperating agency relationship for that specific process.

At times, Tribes may not be invited or the lead federal agency may take the position that the Tribe does not meet the standards for participation in that specific process. At that point, Tribes will need to formally request cooperating agency status and advocate for their right to participate as cooperating agencies in specific processes.

You will then be arguing that you fit within NEPA’s definition that cooperating agencies are entities that are qualified to participate in a specific NEPA process by virtue of jurisdiction by law or special expertise. NEPA defines special expertise as “statutory responsibility, agency mission, or related program experience.” Tribes generally qualify for cooperating agency status by citing “special expertise” in a particular landscape or cultural resources. Citing previous experience in working with the agencies, knowledge, expertise, Tribal codes or constitutions, all contribute to showing qualifications for cooperating agency status.

The following policies are also helpful to bear in mind when submitting requests and advocating for cooperating agency status:

- The 2026 DOI NEPA regulations require that the agency provide a written explanation if they deny a request for cooperating agency status and that the denial cannot be “arbitrary.” (43 CFR § 46.225(c).)
- The Forest Service Guide notes: Examples of “special expertise” or “jurisdiction by law” may include expertise in fire prevention and management, recreation management, or State fish and wildlife management jurisdiction.
- The BLM Desk Guide notes: Collaboration with State, tribal, and local governments—as well as with other Federal agencies—should also be standard practice at the BLM for all land use planning and related implementation activities.

See Appendix 1: Sample letters requesting cooperating agency status.

Part II. Negotiating an Agreement

Upon agreeing to participate in a NEPA process as a cooperating agency, you will need to negotiate an agreement, typically a Memorandum of Understanding (MOU) or Cooperative Agreement, with the federal agency to document the Tribe's role in the process and the agreements of the federal agency, as well. It's important to get the MOU finalized before scoping starts so you can be at the table from the first available opportunity to help shape the entire NEPA process.

The federal agencies have standard forms for MOUs with cooperating agencies, but there are specific terms you will need to negotiate, such as defining your area of expertise, which will define the areas of the environmental document that you will have the most input in reviewing and drafting. Note that the BLM's Planning Regulations, for instance, require the BLM to seek consistency with Tribal resource related plans, policies and programs in its land use planning processes, so these can both support areas of expertise and set out areas of emphasis for drafting and shaping portions of land use plans.

The MOU can also describe specific responsibilities and opportunities available to you at each stage of the NEPA process (see, for example, the Ouray County MOU included in Appendix 2), and/or documents you will be afforded an opportunity to review and comment on (see, for example, the Forest Service Guide sample MOU included in Appendix 2). The DOI guidance discusses working with cooperating agencies to establish roles, schedules and staff commitments, while emphasizing the need to meet prescribed deadlines.

An MOU can also define capacity sharing agreements. For example, the Forest Service Guide outlines possibilities such as: the Forest Service adding State, local, or tribal representatives to interdisciplinary (ID) teams; the Forest Service and State, local, or tribal government sharing a resource expert or outreach staff positions like a wildlife biologist or a tribal liaison to support an ID team; and State and tribal fish and wildlife agencies agreeing with the Forest Service on how to effectively work together to collect and share data.

MOUs typically require cooperating agencies to keep information confidential until documents are made public, but they cannot limit your ability to comment on drafts or otherwise participate in the NEPA process once the information is no longer part of the pre-decisional, drafting process. In addition, the MOU cannot limit your right to challenge the decision in the future. The MOU should also reiterate that the Tribe's participation as a cooperating agency does not take the place of or otherwise limit your rights as Tribe (such as consultation) or other legal rights, including challenging the proposed action under consideration.

In addition to standard MOUs for specific NEPA processes, there are other creative types of agreements you can set up to develop an agreement for a relationship between a federal agency and Tribes. For example, BLM Colorado has a special handbook guiding

consultation with Tribes on oil and gas leasing that provides much more detail than laws and regulations governing consultation. The BLM describes the handbook as “a detailed tool for the Ute Tribes and Colorado BLM staff to use during the BLM oil and gas lease sale process, but it is not to be used in place of consultation, which is still required. It can assist consultation by providing insight when implementing protective measures in specific areas that the Ute Tribes may want protected from oil and gas development.” The handbook is available here: <https://www.blm.gov/colorado/public-room/handbook/tribal-consultations-oil-and-gas-leasing-handbook> .

See Appendix 2: Sample MOUs (Forest Service Guide sample MOU; Ouray County MOU on a BLM planning process)

Part III. Participating in a NEPA process as a Cooperating Agency

It can require significant effort to participate in a NEPA process as a cooperating agency. It's important to participate throughout the process, particularly when the agency invites you to review documents and/or provide information. For land use planning, both the Forest Service Guide and the BLM Land Use Planning Handbook encourage cooperating agency staff to participate as members of the planning team. In fact, the BLM's Planning Regulations specifically require inclusion of cooperating agencies at almost every step of the planning process. As the Forest Service Guide explains:

To effectively engage with the Forest Service in the development or amendment of a land management plan requires communication, collaboration, coordination, and cooperation... The key to success for State, local, and tribal governments is the willingness to make an investment of time to build and cultivate relationships and to do their homework. Having a seat at the table is only one part of the participation equation. Being willing to attend meetings, read planning documents, and develop an understanding of the planning and environmental analysis process is what gets results. The bottom line for engaging in the land management planning process is that it really is an investment in time and resources that can spread over decades.

Federal agencies must permit a Tribe to designate one or more people as liaisons to the NEPA process and ensure they have adequate capacity carved out to facilitate the Tribe's participation and representation in all of these activities. In addition, if multiple Tribes are acting as cooperating agencies and they want to identify a representative for more than one Tribe, the federal agency should permit that, as well.

The following chart outlines examples of actions that cooperators can take at various steps in the NEPA process, including land use planning processes, EISs and certain EAs that provide for cooperating agency participation.

NEPA Step: Pre-scoping, pre-planning (BLM land use plans and plan amendments), or **assessment** (Forest Service land use plans). The agencies are preparing for the NEPA process, including collecting baseline information, determining the purpose and need for the project or the objectives of the planning effort, developing a timeline and identifying potential cooperating agencies and stakeholders. They are also designing the process, including public engagement.

Information the agencies are considering	Cooperating Agency opportunities
<p>For project-level NEPA, the agencies are reviewing a project proponent’s proposal or internal resource specialists’ proposed action. For land use planning, the agencies are looking at the existing ecological and socioeconomic conditions of the planning area, including any changes to the conditions and/or uses of the land since the last plan. The agencies are also identifying potential cooperating agencies and stakeholders.</p>	<p>Request cooperating agency status and negotiate your MOU.</p> <p>Cooperating agencies can assist with identifying issues to be addressed and collecting resource, environmental, socioeconomic and institutional data. You can also provide input on what type of meetings and other public engagement should be happening.</p> <p>Present data and proposals to the agencies. These can include special area proposals (including Areas of Critical Environmental Concern for the BLM), information about key resources and areas you care about, information about subsistence use, and specific research or risks to be studied. Broadly compile information about what the agencies should be looking at during the NEPA process. Your MOU does not have to be finalized in order to begin providing this information to the agencies.¹</p>

NEPA Step: Scoping. The agencies announce the NEPA process to the public, and are required to invite public comment for all EISs and land use planning efforts (while

¹ For example, the Forest Service Guide states: “Cooperating agency status for State, local, and tribal governments does not become effective until initiation of public participation (often referred to as “scoping”) under the NEPA process. The assessment phase of planning (when the agency collects information on social, cultural, economic, and ecological conditions in and around the national forest) will have been completed at this point. For this reason, governments are strongly encouraged not to wait for cooperating agency status to begin their engagement in forest plan revision.”

retaining discretion to invite public comment for EAs). The agencies may hold public meetings and conduct additional stakeholder engagement.	
Information the agencies are considering	Cooperating Agency opportunities
The agencies solicit public input to identify major resource issues to be addressed in the NEPA review. The agencies are also consulting with Tribes and federal agencies regarding species and cultural resources.	<p>Identify data needs; provide data and technical analyses within the cooperator’s expertise. Provide input on the affected environment (baseline conditions), such as information on local monitoring and baseline data related to cooperator’s expertise.</p> <p>Refine information provided to the agencies during pre-scoping, including identifying key issues, specifying and justifying places and resources for protection, and identifying current or expected uses that can contribute to cumulative impacts on the environment. In addition to submitting ACEC proposals, develop and propose alternatives for the agencies to consider in the NEPA process.</p>

NEPA Step: Drafting alternatives and analyzing environmental effects. The agencies are formulating possible alternatives to the proposed action or management approaches for the planning area, based on information collected through scoping. The agencies must analyze the potential environmental impacts of each alternative.	
Information the agencies are considering	Cooperating Agency opportunities
The range of alternatives varies depending on the level and type of NEPA analysis being conducted. For project-level NEPA, the agencies will at least consider a no-action alternative, and should consider reasonable alternatives identified internally or externally to meet the purpose and need for the project. For land use plans, the agencies typically develop a range of alternatives based on different levels of conservation and development in the planning area.	<p>Cooperating agencies can assist with analyzing data, developing alternatives, estimating the effects of implementing each alternative, and identifying mitigation measures for adverse effects.</p> <p>Work with the agencies to ensure a broad range of alternatives is considered, including mitigation and co-stewardship approaches. Analyze the range of alternatives identified by the agencies and determine if they adequately provide meaningful opportunities for protecting cultural resources and values, species habitat, subsistence use, and other important values of the area. Suggest goals</p>

	<p>and objectives for potential alternatives and land allocations or management actions to resolve issues. Advocate for alternatives you proposed during scoping to be included in the range.</p> <p>Review, and potentially develop, effects analysis within area of expertise. Suggest models and methods of impact analysis. Since project proponents may be doing their own analysis, identify data that is missing or should be considered, including Indigenous Knowledge.</p>
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NEPA Step: Draft NEPA document complete. Under current NEPA regulations, the agencies are not required to release draft NEPA documents for public review or comments, though they generally retain discretion to do so. The DOI Handbook of NEPA Implementing Procedures requires DOI agencies to request comments from cooperating agencies and Tribal agencies and governments at some point during development of an EIS, though this may be undertaken at any “reasonable” time in the process and not necessarily at the Draft EIS stage. This comment period should be for 30 days, “to the extent practicable” and considering congressionally mandated deadlines for completing EISs.

Under BLM and Forest Service planning regulations, the agencies must offer at least a 90-day public comment period on the draft EIS for a land use plan. The draft NEPA document should be provided to cooperating agencies for review and input, regardless of the level of public participation.

Information the agencies are considering	Cooperating Agency opportunities
<p>The draft NEPA document typically identifies a proposed action or preferred alternative, identifying the agency’s anticipated course of action. The document outlines the alternatives that are being considered and the environmental impacts of each alternative. It also documents baseline conditions for the project or planning area based on the data the agencies reviewed.</p>	<p>It is imperative to formally submit written comments on the draft NEPA document, through the cooperating agency process or public process or both. Comments should focus on:</p> <ul style="list-style-type: none"> - Identify deficiencies in the range of alternatives, such as if other reasonable alternatives exist that aren’t being considered. - Identify inaccurate or missing information in the assessment of baseline conditions. - Identify shortcomings in the environmental impact analysis,

	<p>including research and data that was not consulted.</p> <ul style="list-style-type: none"> - Highlight where the environmental impact analysis shows unacceptable impacts to important resources and uses. - Critique the socioeconomic and environmental justice analyses. Advocate for the economic analysis to give due consideration to economic benefits of conservation. - Address the feasibility of the agencies to administer, monitor, and enforce the decisions. <p>Under current NEPA regulations, project proponents can prepare NEPA analysis instead of the agencies. In these cases, it's critical to scrutinize the studies and analyses provided by the third party and ensure rigorous assessment of applicant-prepared NEPA.</p>
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NEPA Step: Analyzing comments on the draft NEPA document and developing the proposed decision. The agencies review and respond to comments and input received from the public and cooperating agencies. The agencies update the analysis as necessary, may consider additional alternatives, and determine the proposed course of action and any mitigation measures.

Information the agencies are considering	Cooperating Agency opportunities
<p>The agencies identify substantive comments received from the public and cooperating agencies. Substantive comments present new information, offer reasonable alternatives, and/or question with reasonable basis the adequacy, accuracy, methodology or assumptions of the analysis. The agencies determine what changes to make to the NEPA analysis and proposed decision based on substantive comments, and must respond to substantive comments in the final NEPA document.</p>	<p>Review public comments within your identified area of expertise and assist the agencies with preparing responses.</p> <p>Review the internal final NEPA document and provide additional input to the agencies based on your expertise and assessment of public comments and data received.</p>

NEPA Step: Final NEPA document. The agencies release a final EIS or EA to the public. For land use plans, this begins a 30-day public protest period (BLM) or 60-day public objection period (Forest Service), along with a 60-day governor’s consistency review (BLM). Parties that have participated in the land use planning process may submit a protest or objection on the final NEPA document. Under current NEPA regulations, the agencies are generally not required to provide for public comment or protest on the final NEPA document for project-level NEPA. However, these documents often must be made available for public review for a certain period before the decision can be finalized.

Information the agencies are considering	Cooperating Agency opportunities
<p>The final NEPA document identifies the proposed action or proposed land use plan, as well as proposed mitigation measures. The document explains the agency’s reasoning for selecting the proposed alternative and responds to public comments submitted on the draft NEPA document.</p>	<p>Cooperating agencies can protest and object to final NEPA documents – as members of the public. At this point in the process, key issues to focus on include:</p> <ul style="list-style-type: none"> - Specific issues and proposals you raised throughout the NEPA process that have not been adequately addressed. - Significant new information bearing on the proposed action, such as new scientific research or endangered species listing. - Consistency with Tribal plans, policies, programs that were highlighted previously. <p>For project-level NEPA that does not offer a formal comment period on the final NEPA document, you can still submit comments during the availability period that highlight the issues above and encourage the agencies to make changes before issuing the decision.</p>

NEPA Step: <u>Review and respond to protests or objections.</u>	
Information the agencies are considering	Cooperating Agency opportunities
<p>The agencies review protests and objections and identify issues that merit further consideration. The agencies may decide to have meetings with protesting and objecting parties to resolve identified issues. The agencies may make some changes to the final NEPA document and decision based on protests and objections, but if these changes are outside the scope of the existing analysis then supplemental NEPA must be conducted.</p>	<p>For Forest Plans, the Forest Service must directly notify tribal governments and cooperating agencies of objections that have been filed and provide them the opportunity to participate in the objection process as interested parties.</p> <p>For BLM land use plans, cooperating agencies have a limited role in protest resolution and development of the Record of Decision (ROD). Reviewing protests and signing the ROD are actions reserved to the BLM. Where a cooperating agency has provided information relevant to a protest, the BLM may ask the cooperator for clarification.</p> <p>For other NEPA processes, the agencies may meet with parties who objected to or protested the final NEPA document, including cooperating agencies.</p>

NEPA Step: <u>Decision.</u>	
Information the agencies are considering	Cooperating Agency opportunities
<p>The agencies have resolved all protests and objections, and they issue a final decision. The final decision can be challenged in federal court.</p> <p>Some BLM decisions may be appealed to the Interior Board of Land Appeals (IBLA) before or instead of challenging them in federal court.</p>	<p>Cooperating agencies are not precluded from appealing or challenging processes they participated in.</p>

See Appendix 3: BLM Land Use Planning Flowchart

APPENDIX 1

SAMPLE LETTERS REQUESTING COOPERATING AGENCY STATUS

DELTA PROTECTION COMMISSION

2101 Stone Blvd., Suite 240
 West Sacramento, CA 95691
 (916) 375-4800
www.delta.ca.gov

**Oscar Villegas, Chair**

Yolo County Board of
 Supervisors

Don Nottoli, Vice Chair

Sacramento County Board of
 Supervisors

Chuck Winn

San Joaquin County Board of
 Supervisors

Diane Burgis

Contra Costa County Board of
 Supervisors

Skip Thomson

Solano County Board of
 Supervisors

Michael Krieg

Cities of Contra Costa and
 Solano Counties

Christopher Cabaldon

Cities of Sacramento and
 Yolo Counties

Alan Nakanishi

Cities of San Joaquin County

Jim Paroli

Central Delta Reclamation
 Districts

Justin van Loben Sels

North Delta Reclamation
 Districts

Nick Mussi

South Delta Reclamation
 Districts

David Kim

CA State Transportation
 Agency

Karen Ross

CA Department of Food and
 Agriculture

Wade Crowfoot

CA Natural Resources Agency

Brian Bugsch

CA State Lands Commission

Ex Officio Members**Honorable Jim Frazier**

California State Assembly

Honorable Cathleen Galgiani

California State Senate

October 15, 2020

SENT VIA EMAIL - Michael.S.Jewell@usace.army.mil

Michael Jewell, Chief Regulatory Division
 U.S. Army Corps of Engineers, Sacramento District
 1325 J Street
 Sacramento, CA 95814

RE: Delta Protection Commission Request for Cooperating Agency Status, Delta Conveyance Project

Dear Mr. Jewell:

The Delta Protection Commission (Commission) is a California state agency created by the Delta Protection Act of 1992, which declared the Delta “a natural resource of statewide, national, and international significance, containing irreplaceable resources, and that it is the policy of the state to recognize, preserve and protect those resources of the Delta for the use and enjoyment of current and future generations” (Public Resources Code § 29701). The Act directed the Commission to regulate land use in the Delta to ensure that the populous metropolitan areas surrounding the Delta did not overrun this natural resource and forever alter the irreplaceable agricultural, recreational, natural and cultural features that make the Delta the unique place that it is.

The Delta Reform Act directs the Commission to recommend ways to protect and enhance the Delta’s unique values to the Delta Stewardship Council. The Delta Protection Act outlines a process for the Commission to review and provide comments and recommendations to the Council on any significant project or proposed project within the scope of the Delta Plan that may affect the unique values of the Delta (Public Resources Code § 29773(a)).

Furthermore, federal law designates the Commission as the local coordinating entity for the newly-authorized Sacramento-San Joaquin Delta National Heritage Area (NHA), and charges it with preparing and submitting to the Secretary of the Interior an NHA management plan. That plan is underway and is due to the Secretary of the Interior by March 2022.

The Commission requests that the United States Army Corps of Engineers (Corps) establish the Commission as a cooperating agency for the Delta Conveyance Project (DCP).

Title 40 C.F.R. § 1501.8(a) provides “Upon request of the lead agency, any other Federal agency which has jurisdiction by law shall be a cooperating agency. In addition, upon request of the lead agency, any other Federal agency with special expertise with respect to any environmental issue may be a cooperating agency. A State, Tribal, or local agency of similar qualifications may become a cooperating agency by agreement with the lead agency. An agency may request the lead agency to designate it a cooperating agency.”

A cooperating agency is defined by Council on Environmental Quality (CEQ) regulations as “any Federal agency other than a lead agency which has jurisdiction by law or special expertise with respect to any environmental impact involved in a proposal (or a reasonable alternative) for legislation or other major Federal action significantly affecting the quality of the human environment”. The selection and responsibilities of a cooperating agency are also described in §1501.6. “A State or local agency of similar qualifications or, when the effects are on a reservation, an Indian Tribe, may by agreement with the lead agency become a cooperating agency.” (40 C.F.R. § 1508.5.) Further, CEQ regulations define special expertise as “statutory responsibility, agency mission, or related program experience.” (40 C.F.R. § 1508.26.)

The Commission has Special Expertise with Respect to Environmental Impacts Involved in the Delta Conveyance Project (DCP)

The Commission has special expertise with respect to environmental impacts involved in the DCP because of its agency mission and related program experience. As indicated above, the Commission has statutory responsibility for advising the Delta Stewardship Council (and the Delta Plan) on protecting and enhancing Delta cultural, recreational, natural resource, and agricultural values. These values are referred to collectively as “Delta as Place”.

The Delta Reform Act identifies the Commission as a “forum for Delta residents to engage in decisions regarding actions to recognize and enhance the unique cultural, recreational, and agricultural resources of the Delta” (Public Resources Code § 29703.5(a)). In addition, Public Resources Code § 29702 finds that the goals of California for the Delta are to “provid[e] a more reliable water supply for California and [to] protect, restore, and enhance the Delta ecosystem. The coequal goals shall be achieved in a manner that protects and enhances the unique cultural, recreational, natural resource, and agricultural values of the Delta as an evolving place.”

The DCP will affect the cultural, recreational, natural resource, and agricultural resources of the Delta. In particular, the project’s impacts on “temperature, in-Delta and through-Delta flows, and outflows to the Bay” will impact “agriculture, municipal water suppliers that rely on Delta water, Delta industrial uses, such as food processors and petrochemical plants, Delta sport fisheries, and recreation, including the spread of aquatic invasive species and harmful algal blooms.” (Exhibit 1). Therefore, the Commission’s qualifications as a cooperating agency are established by its statutory responsibility to protect evolving Delta resources that are impacted by the DCP.

In addition, the Commission has special expertise with respect to the environmental impacts of the DCP deriving from our statutory responsibilities as the local coordinating entity for the Sacramento-San

Joaquin Delta NHA. (Pub. L. 116-9, March 12, 2019, 133 Stat. 583.)¹ The Commission “shall be the local coordinating entity for the National Heritage Area...consisting of land in Contra Costa, Sacramento, San Joaquin, Solano, and Yolo Counties in the State...” (Ibid.) As the local coordinating entity, the Commission is charged with “prepar[ing] and submit[ting] a management plan for the National Heritage Area” which includes “incorporating an integrated and cooperative approach for the protection, enhancement, and interpretation of the natural, cultural, historic, scenic, and recreational resources of the National Heritage Area.” (Ibid.)

The law further provides that “[t]he head of any Federal agency planning to conduct activities that may have an impact on a National Heritage Area designated by subsection (a) is encouraged to consult and coordinate the activities with the Secretary and the local coordinating entity to the maximum extent practicable.”²

The DCP will impact all Delta communities, including those within the new NHA. Proposed launch shafts, tunnel material handling, and maintenance and retrieval shafts will convert farmland and disrupt marinas and recreational boating. Economic and cultural impacts of required project mitigations from agricultural lands being converted to restoration projects are a major concern, as are water quality impacts on Delta agricultural and municipal uses. Since the Commission has the statutory responsibility to create an approach to “protect and enhance Delta resources,” the Commission has special expertise with respect to the environmental impacts resulting from the DCP.

In summary, the Commission has special expertise with respect to environmental impacts because of its agency mission and because of its responsibilities as the NHA local coordinating entity, and we respectfully request that the Corps confer cooperating agency status to the Delta Protection Commission for the Delta Conveyance Project. Thank you for your consideration.

Sincerely,

Erik Vink

Executive Director

cc: Zachary Simmons - Zachary.M.Simmons@usace.army.mil
Chair Oscar Villegas and members, Delta Protection Commission

Exhibit 1: Delta Protection Commission comment letter on DCP Notice of Preparation

¹ Available at: <https://www.congress.gov/116/plaws/publ9/PLAW-116publ9.pdf>

² Ibid., § 6001 (d) (2)

**Draft: For Commission Review and Possible Approval
At the January 12, 2022 Board of County Commissioners Meeting**

January 12, 2022

Jon K. Raby, Nevada State Director, BLM
Care of: Alan B. Shepherd
Bureau of Land Management, Nevada State Office
1340 Financial Boulevard
Reno, NV 89502-7147

Also Via Email: ashepher@blm.gov

Ms. Stevens,

White Pine County, Nevada (County) is in receipt of your letter dated December 20, 2021 requesting the County's response as to its interest in becoming a Cooperating Agency for the Greater Sage-grouse Land Use Plan Amendments. This letter serves as the County's official request for Cooperating Agency Status.

The proposed Planning Area for California/Nevada Land Use Plan Amendments includes the entire County and will have both direct and indirect impacts to the County's customs, culture and economy. As such, the County has a direct interest in this planning effort. Per 40 CFR 1508.1, the County has knowledge and expertise including but not limited to: County plans, policies, laws and regulations as well as economics, populations, communities, public health, access / roadways, existing infrastructure, natural resources and multiple use activities on effected public lands.

The County would like to be notified and involved in any Cooperating Agency activities that affect the County. The County's two primary points of contact should be:

- Laurie Carson, Commissioner
 - 801 Clark Street, Suite 4
Ely, NV 89301
Email: lcarterson@whitepinecountynv.gov

And:

- Jeremy Drew, Principal Resource Specialist, Resource Concepts, Inc.
 - 340 N Minnesota Street
Carson City, NV 89703
Email: Jeremy@rci-nv.com
Cell: (775) 843-9109

The County appreciates the opportunity to be involved as a Cooperating Agency in this important planning effort and looks forward to working with you.

Thank you,

Richard Howe, Chair
White Pine County Board of Commissioners

jld/nb

APPENDIX 2

SAMPLE COOPERATING AGENCY AGREEMENTS WITH THE BLM AND FOREST SERVICE



**MEMORANDUM OF UNDERSTANDING
AMONG THE
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT,
COLORADO STATE OFFICE
AND
OURAY COUNTY, COLORADO
FOR
COOPERATIVE DEVELOPMENT OF THE
BIG GAME HABITAT, MOVEMENT ROUTE AND MIGRATION CORRIDOR
RESOURCE MANAGEMENT PLAN AMENDMENT**

I. Introduction

The U.S. Department of the Interior (USDI), Bureau of Land Management, Colorado State Office (herein referred to as “BLM”) and Ouray County (County/Cooperator) collectively referred to herein as “the Parties,” enter this Memorandum of Understanding (MOU) outlining cooperating agency relationship responsibilities during the National Environmental Policy Act (NEPA) process for the proposed big game habitat, movement route and migration corridor resource management plan amendment (RMPA) in Colorado, hereafter referred to as “the Project.” This MOU establishes a cooperating agency relationship between the BLM and the County, provides a framework for cooperation and coordination, and documents agreed upon procedures, roles, and responsibilities associated with the preparation of the environmental impact statement (EIS).

The BLM will consider and analyze an amendment to applicable BLM Colorado land use plans to evaluate consistency with plans of other Federal and State agencies, Local governments, and Tribes, to the extent possible with the BLM’s responsibility under the Federal Land Policy and Management Act of 1976 (FLPMA), as amended, for the conservation of big game movement routes, migration corridors and other important habitat areas. FLPMA mandates “land use plans [of the Secretary] shall be consistent with State and local plans to the maximum extent [the Secretary] finds consistent with Federal law and the purposes of this Act” (43 U.S.C. 1712).

The cooperating agency relationship established through this MOU shall be governed by all applicable legal and regulatory mandates, including FLPMA, Council on Environmental Quality’s (CEQ) NEPA regulations (40 CFR §1500; in particular, 40 CFR 1501.8), DOI Implementing Regulations (43 CFR 46), and the BLM’s planning regulations (43 CFR §1600; in particular, 43 CFR 1610.3.). The BLM recognizes a compelling need to ensure the interests of the County are accounted for and the agencies are meaningfully engaged in the above stated Project. As such, the BLM has invited Ouray County to be a cooperating agency pursuant to 40 CFR §1501.8.

The BLM acknowledges that the County has jurisdiction by law and/or special expertise applicable to the project, as defined at 40 CFR §1508.1 The County is a cooperating agency due

to expertise with County plans and resources within the County.

This MOU will facilitate a cooperative environmental review process ultimately aiding the goals and missions of the Parties. The Parties agree to work cooperatively during the planning and NEPA process. This MOU does not invalidate any existing agreements between the BLM and the County.

II. Background

Policies exist at Federal and State levels for the conservation of movement routes, migration corridors and important habitat for big game species. The “America the Beautiful” initiative sets targets for conserving the nation’s lands and waters—expanding collaborative conservation of wildlife habitats and corridors is one of the top priorities. The Department’s Secretarial Order 3362 “Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors” was signed in 2018. The Order is focused on conserving, enhancing, restoring, or improving the condition of priority big game winter range and migration corridor habitat. The Order directs BLM and appropriate Bureaus within DOI to work with states, including Colorado, to enhance and improve big game winter range and migration corridors on federal lands managed under the Department.

In 2019, the Governor of Colorado, Jared Polis, signed executive order D 2019 011, *Conserving Colorado’s Big Game Winter Range and Migration Corridors*. In 2021, the Colorado Parks and Wildlife updated their action plan for *Implementation of Department of the Interior Secretarial Order 3362: Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors*. In 2021, Colorado Department of Natural Resources released a report titled *Opportunities to Improve Sensitive Habitat and Movement Route Connectivity for Colorado’s Big Game Species*, encouraging the BLM to adopt recommendations for managing land use development in big game seasonal migration corridors, movement routes, priority winter ranges, and production, calving, fawning, and summer concentration areas.

Definitions

1. Lead Agency means the Federal agency having the primary responsibility for preparing the NEPA document and for supervising compliance with the requirements of NEPA (42 U.S.C. §§ 4321 et seq.), and the regulations established by the Council on Environmental Quality (CEQ) (40 CFR 1501.7 Lead Agencies). For purposes of this MOU, the BLM is the Lead Agency for the Project.
2. Cooperating Agency or Cooperator means any Federal, State, or local agency, or tribal government which has jurisdiction by law or special expertise with respect to any environmental impact involved in a proposed major Federal action significantly affecting the quality of the human environment. The selection and responsibilities of a cooperating agency are described in 40 CFR Part 1501.8. For purposes of this MOU, the County is a cooperating agency for this Project. Additional State or local agencies of similar qualifications or a Tribe may, by separate agreement, may become a cooperating agency.
3. An EIS is a detailed written statement as required by Section 102(2)(c) of NEPA,

and as defined by CEQ regulations at 40 CFR 1500-1508. NEPA regulations (40 CFR §1508.1).

4. A No Action Alternative for this proposed Project means the Proposed Actions would not be implemented and there would be no change from the current planning decisions.

III. Purpose

- A. This MOU designates the BLM as Lead Agency, and the County as Cooperating Agency in the proposed Project. The BLM determined an EIS should be prepared to analyze the impacts of the proposed Project because the effects of the Proposed Action are likely to significantly affect the quality of the human environment.
- B. To provide a framework for cooperation and coordination between the BLM and the County to ensure successful completion of the RMPA/EIS in a timely, efficient, and thorough a manner that satisfies compliance requirements.
- C. To recognize that the BLM is the Lead Agency with the responsibility for the completion of the RMPA/EIS and the Record of Decision (ROD).
- D. To formalize the commitment among the Parties regarding their respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning and NEPA process.

IV. Authority

- A. The BLM's authorities to enter into and engage in the activities described within this MOU include, but are not limited to:
 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*).
 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*).
- B. Regulations implementing the above authorities:
 1. Council on Environmental Quality NEPA regulations (40 CFR §1501.7 *et seq.*).
 2. U.S. Department of the Interior's NEPA regulations, (43 CFR parts 46, *et seq.*), and its regulation regarding Cooperating Agencies (43 CFR § 46.225(d).
 3. BLM planning regulations (43 CFR §1601 *et seq.*).

This MOU does not grant the signatories any additional rights or powers, nor does it excuse the signatories from fulfilling any other statutory obligation they might have. Each Party is responsible for its own actions/omissions. This MOU does not incur upon the signatories a shared statutory responsibility to fulfill the obligations of the other signatories.

V. Roles and Responsibilities

A. Responsibilities of all Parties:

1. The Parties agree to participate in this planning and NEPA 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 RMPA/EIS, the Parties agree to utilize the facilitation and conciliation procedures described below (see Sections VI.E and VI.H).
2. The Parties agree to comply with the planning schedule provided as Attachment B, which includes dates for RMPA/EIS milestones and timeframes for Cooperating Agency reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the RMPA/EIS process. This MOU does not authorize funding from or to either party.
4. Each party will assist other agencies to the best extent possible and coordinate the exchange of information among the Parties for use of the best available science.
5. The EIS shall be completed in two years from the date of the issuance of the notice of intent and prepared in 300 pages or fewer (excluding appendices) unless a senior agency official of the Department approves in writing a new time or page limit (40 CFR §1501.10).
6. Each Party will meet upon request and make available staff support to enhance interdisciplinary capability.

B. Lead Agency (BLM) Responsibilities:

1. The BLM is the Lead Agency with responsibility for preparation of the RMPA/EIS. It will ultimately be the responsibility of the BLM to comply with NEPA.
2. The BLM will collaborate, to the fullest extent possible, with the County concerning those issues relating to their special expertise.
3. Coordinate to develop the purpose and need and alternatives in consultation with cooperating agencies (§1501.7). Additionally, responsibilities include coordinating with cooperating agencies during opportunities outlined in Attachment A, including analyzing data, developing alternatives, evaluating alternatives and estimating the effects, and/or carrying out any other tasks necessary for the development of the RMPA/EIS.
4. As the Lead Agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft RMPA/EIS, the Proposed RMPA/Final EIS, and the ROD. The BLM's responsibilities include final determination of the purpose and need, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities,

the BLM will follow all applicable statutory and regulatory requirements. Where the County may provide information, review, or contribute to analysis, the BLM is still responsible for all content within the RMPA/EIS.

5. To the fullest extent consistent with its responsibilities as the Lead Agency, the BLM will consider the comments provided by the County in the RMPA/EIS process, giving particular consideration to those topics on which the agency are acknowledged to possess jurisdiction by law or special expertise. The BLM will use information from the County to the maximum extent possible consistent with its responsibility as the Lead Agency.
6. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the County copies of the documents underlying the RMPA/EIS relevant to the agency responsibilities, including biological assessments, technical reports, data, comments received, and working drafts related to the Draft and Final RMPA/EIS.
7. Develop the schedule (Attachment B) in consultation with cooperating agencies, setting milestones for all environmental reviews and authorizations required for implementation of the action. Appropriate timelines should be adhered to throughout the process to the extent practicable by all parties. If a milestone is anticipated to be missed, agency representatives will be notified as soon as practicable (40 CFR §1501.7). Parties acknowledge the schedule may or may not be modified if a party cannot meet a milestone.
8. Maintain records management and decision file to provide for the official administrative record for the Project, protecting all proprietary information and data collected to the extent allowed by the Freedom of Information Act (FOIA), the Privacy Act, and/or other Federal law.
9. The BLM is responsible for developing the cost estimate for preparation of the RMPA/EIS (40 CFR §1502.11).
10. The BLM is responsible for obtaining contractor support for the RMPA/EIS. To facilitate timely and efficient completion of required environmental documents, the BLM intends to contract the EIS preparation with a consulting firm approved by the BLM. The contractor will conduct the environmental analysis process and to prepare a Draft and Final EIS for BLM review at the BLM's expense. The BLM and the contractor will work together in a professional and productive manner under NEPA, and all other applicable Federal and State laws, including if a biological assessment will be prepared. The County's relationship with the contractor shall be governed by Section VI.I.
11. The BLM will maintain the integrity of the NEPA process for the EIS consistent with Sec. 5 of Secretarial Order 3399 (April 16, 2021) to "utilize the NEPA process to restore transparency and integrity to the decision-making process."

C. Cooperating Agency Responsibilities:

1. The County is a cooperating agency in this RMPA/EIS process and is recognized to have jurisdiction over and special expertise in the planning area. Counties participating as cooperating agencies in this effort are recognized to have special expertise in the following areas within the County: local land use information; resource management; oil and gas; socio-economics; soliciting public opinion; and engaging in matters relating to public land use and other county matters.
2. The County may provide information, comments, and technical expertise to the BLM regarding those elements of the RMPA/EIS in which the agency has jurisdiction or special expertise or for which the BLM requests assistance. In particular, the County may provide information on relevant issues, data needs, and analysis.
3. Within the areas of their jurisdiction or special expertise, the County may participate in activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve issues, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on administrative drafts of the RMPA/EIS and supporting documents.
4. The County will meet the BLM's schedule, including providing comments in a timely manner and limit comments to those matters for which the Cooperating Agencies have jurisdiction by law or special expertise with respect to any environmental issue (40 CFR §1501.8(7)). If a milestone is anticipated to be missed, any issues relating to purpose and need, alternatives, or other issues that may affect ability to meet the schedule, should be elevated to the BLM for timely resolution (40 CFR § 1501.7). Additional time may not be granted.
5. On request of the BLM, the County will make available staff support review of the NEPA documents. In response to the BLM's request for assistance, if program commitments preclude any involvement or the degree of involvement requested in the action that is the subject of the environmental document, the County will notify the BLM as soon as practicable (40 CFR §1501.7).
6. The County may contribute to the project Decision File, protecting all proprietary information and data collected to the extent allowed by Freedom of Information Act (FOIA), the Privacy Act, Colorado Privacy Act, and/or other state or Federal law. The County agrees not to release these materials to individuals or entities other than the Parties to this MOU (and their contractors), except as provided in Section VI.K.

VI. Other Provisions

- 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.

- B. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available. The Anti-Deficiency Act, 31 U.S.C. §1341, prohibits Federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. Accordingly, nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available. This MOU is neither a fiscal nor a funds obligation document.
- C. 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.
- D. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator, including officials, employees, or contractors, having a financial interest in the outcome of the RMPA/EIS. Questions regarding potential conflicts of interest should be referred to BLM headquarters or ethics counselors for resolution.
- E. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the RMPA/EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's views in the Draft RMPA/EIS and the Proposed RMPA/Final EIS. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.
- F. Nothing in this MOU precludes the County from participating in all phases of the planning process generally available to the public.
- A. Management of information. Any records or documents generated because of the project become part of the official BLM record maintained in accordance with BLM record management policies. The Cooperator acknowledges that all supporting materials and draft documents may become part of the project record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The BLM acknowledges that the Cooperator's handling of these materials may be impacted by §24-72-201 to 24-72-206, C.R.S. The Parties agree that the BLM at its discretion may withhold from the cooperators those documents that would otherwise be available for public release under 24-72-201 to 24-72-206, C.R.S.
- G. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts and may agree to initiate a dispute resolution process. The Parties acknowledge that the BLM retains final responsibility for the decisions identified in the RMPA/EIS and ROD.

- H. The BLM, at its discretion, may select a contractor, or contractors, to assist in preparation of the RMPA/EIS. The contractor would support the BLM with public involvement, data collection, environmental analysis, and RMPA/EIS preparation. The Cooperators may only communicate with the BLM contractor through or with the approval of the BLM's representative. Specific opportunities may be provided for the Cooperators to provide information and comments directly to the contractor. In addition, sub-groups can be established as needed to collaborate with the BLM and the contractor's technical staff on matters within County jurisdiction or areas of special expertise. Parties acknowledge that the BLM retains the exclusive responsibility to authorize modifications to any BLM contracts and the County is not authorized to provide technical or policy direction regarding the performance of the contract.
- I. Contingent Upon Appropriations and Authorization: Where activities provided for in the MOU extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the MOU. The expenditure or advance of any money or the performance of any obligation of the United States under this MOU shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States for failure to perform any obligation under this MOU in the event that funds are not appropriated or allotted.
- J. Confidentiality: All Parties agree to keep all documents, including drafts, provided during the NEPA process and pursuant to this MOU confidential to the extent allowable by law. Each party will provide notice to the other before disclosing any document required by law to be disclosed to outside parties that has been shared with Cooperators or BLM pursuant to this MOU. All Parties agree to keep all deliberations concerning the process, prior to the release of a public Draft RMPA/EIS confidential to the extent allowable by law.
- K. Media Inquiries: All Parties agree that all media inquiries will be coordinated such that any response is a single joint response agreed to by all Parties.

VII. Agency Representatives

Each Party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between the County and the BLM during the planning and NEPA process. Each Party may change its representative at will by providing written notice to the other Parties.

VIII. Administration of the MOU

- A. Approval: This MOU becomes effective upon signature by the authorized officials of the BLM and the County.
- B. Amendment: Amendment or modification of this MOU, 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 the Parties, prior to any changes being performed.

- C. Termination: If not terminated earlier, this MOU will end when the ROD for the RMPA/EIS is approved by the BLM State Director. Either of the Parties, in writing, may terminate the MOU, in whole or in part, at any time before the date of expiration.
- D. Nothing in this MOU alters the terms of the Settlement Agreement. To the extent any provision of this MOU is inconsistent with the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control and supersede the terms of this MOU.

IX. Signatures

BUREAU OF LAND MANAGEMENT (LEAD AGENCY)

By: _____

Date: _____

Alan Bittner, Deputy State Director—Resources
BLM Colorado

OURAY COUNTY, COLORADO

By: _____

Date: _____

Jake Niece, BOCC Vice Chair

Attachment A
Cooperating Agency Participation in the Big Game Corridor
RMPA/EIS

RMPA/EIS Stage	Potential Activities of Cooperating Agencies within acknowledged areas of expertise
Data Share; Conduct scoping and identify issues	Identify data needs; provide data and technical analyses within the cooperator's expertise. Identify coordination or consultation requirements; 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 following the NOI.
Develop planning criteria	Provide any advice on proposed planning criteria. Identify pertinent elements of relevant plans and legal requirements that shape other policies and responsibilities.
Baseline Assessment	Provide input on the Affected Environment, such as information on local monitoring and baseline data related to expertise
Formulate alternatives	May cooperate with the BLM Colorado State Office in developing alternatives. Suggest goals and objectives for potential alternatives. Suggest land allocations or management actions to resolve issues. Suggest management actions to resolve issues. Decision to select alternatives reserved to the BLM.
Estimate effects of alternatives	Review, and where appropriate, may develop effects analysis within area of expertise; suggest models and methods of impact analysis; suggest mitigation measures for adverse effects.
Select the preferred alternative; issue Draft RMP/EIS	Cooperate with the BLM Colorado State Office in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Draft RMPA/EIS. Cooperating agencies may provide written, public comments on Draft if desired. Decision to select a preferred alternative and to issue a Draft is reserved to the BLM.
Respond to comments	As appropriate, review comments within expertise and provide assistance in preparing the BLM's responses.
Issue Proposed RMP/FEIS	Action reserved to the BLM.
Initiate Governor's Consistency Review	Once initiated by the BLM, State Cooperating Agencies may contribute to the Governor's Consistency Review.
Sign ROD	Action reserved to the BLM.

Resolve protests; modify Proposed RMP/FEIS if needed; sign ROD	Action reserved to the BLM. A cooperator that has provided information relevant to a protest may be asked for clarification. Cooperating relationship does not negate an agency's or government's rights to comment or protest the decision.
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**Attachment B:
Schedule Overview**

Target Timeline	Key Milestones
Spring 2022	Invite cooperating agencies; begin data sharing for the RMPA/EIS and continuous cooperating agency meetings
Summer 2022	Preliminary alternative, identify issues
June 2022	Notice of Intent and 45-day scoping period
December 2022	4-week review of draft RMPA/EIS
April 2023	Notice of Availability for the RMPA/DEIS and 90-day public comment period
September 2023	4-week review of proposed RMPA/EIS
January 2024	Notice of Availability for the proposed RMPA/FEIS
January 2024	Public Protest Period (30 days) and Governor’s Consistency Review (60 days). If protests, BLM’s protest resolution is an internal review process
June 2024	Record of Decision/Approved Plan

Attachment C
Agency Representatives

Bureau of Land Management Colorado

Primary Representative:

Ashley Phillips
State Office Planning and Environmental Coordinator
amphillips@blm.gov
303-239-3948

Backup Representative:

Alan Bitter
Deputy State Director – Resources
abittner@blm.gov
303-239-3768

Ouray County

Primary Representative:

Connie Hunt
County Administrator
chunt@ouraycountyco.gov
970-325-7263

Backup Representative:

Hannah Hollenbeck
hhollenbeck@ouraycountyco.gov

Appendix: Sample Intergovernmental Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN BOARD OF COMMISSIONERS OF SAN MIGUEL COUNTY,COLORADO AND UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE UNCOMPAHGRE NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the San Miguel County Board of Commissioners, hereinafter referred to as the "County," and the United States Department of Agriculture, Forest Service, Uncompahgre National Forest, hereinafter referred to as "Forest Service." Collectively, the County and the Forest Service may be referred to as the Parties or Cooperators.

PURPOSE:

The purpose of this Memorandum of Understanding is to establish a mechanism for consultation in land use actions and to determine appropriate involvement by each party in the development, implementation, and revisions of respective land use plans.

STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Parties recognize that policy, land use, or development decisions by one party affect similar decisions by the other. The Parties agree to coordinate their respective planning and decisionmaking activities in a manner consistent with the respective responsibilities and authorities assigned to each.

BOTH PARTIES SHALL:

1. Cooperate in land use decisionmaking, including consultation in land use decisions and in preparation of land use plans, including any amendment to or revision to such plans.
2. Inform each other as far in advance as possible of anticipated plans and proposed activities that might affect either party. In no case shall such information be provided less than 30 days prior to the adoption of such plans or the taking place of such activities. Furthermore, each party will consult with the other before issuing any announcements on proposed changes in land use policies or plans. Non-response by either party after 30 days from receipt of notification regarding a particular issue shall indicate lack of desire to comment on that issue.

A. FOREST SERVICE SHALL:

1. Provide for meaningful involvement of County officials in the development and implementation of land use plans, programs, regulations, and decisions for National Forest System lands and consider those views in the decision process. Participation will include involvement in issue identification, development of planning criteria, analysis of preliminary recommendations and conflicts during the process, and the environmental documentation process.
2. To the extent possible and consistent with the laws governing the administration of the National Forest System lands, coordinate the land use inventory, planning, and implementation activities of National Forest System lands with the land use planning and implementation programs of the County. The Forest Service shall assure that consideration is given to County land use plans that are consistent with the purposes, policies, and programs of Federal law and regulations applicable to National Forest System lands and management.
3. Provide an opportunity to participate in the review and/or development of the requisite environmental analysis for proposals submitted to the Forest Service that would affect land use or development in San Miguel County. Those types of applications the County may be asked to review include, but are not limited to, those examples in **Appendix A**, labeled **Forest Service Documents Reviewed by the County**, enclosed herewith.
4. Stipulate in land use authorizations, by reference to applicable regulations, compliance with State and local standards for public health and safety, and State and local laws except that such laws apply only to the extent they do not impermissibly conflict with the achievement of a congressionally approved use of National Forest System lands.

5. Make available to the County, upon request, resource and land use information where not prohibited by applicable federal statutes, rules and regulations. The County agrees for the purpose of the Colorado Public Records Act, C.R.S. 24-72-204 (3)(a), to recognize the confidentiality of any documents provided upon request.
6. Make personnel available to assist the County in mutually beneficial data gathering and land use planning when determined by the District Ranger to be practical, recognizing financial and personnel constraints.
7. At the time of Administrative Segregation of Forest Service land being considered for conveyance or exchange within San Miguel County, notify the Board of County Commissioners of such Segregation, and accept and seriously consider comment from the Board of County Commissioners on possible Forest Service action.

E. COUNTY SHALL:

1. Provide for meaningful involvement for Forest Service officials in developing comprehensive plans (Master Plans), zoning, and revisions thereto, for lands in San Miguel County. The Forest Service involvement will include review and comment on planning and zoning proposals, development of best management practices, and involvement in revisions.
2. To the extent possible and consistent with the laws governing the administration of the private land within San Miguel County, coordinate the land use inventory, planning, and implementation activities of such lands with the land use planning and implementation programs of the Forest Service. The County shall assure that consideration is given to National Forest System land use plans that are germane in the development of land use plans for private lands within San Miguel County. The Forest Service will assist in resolving inconsistencies between land use plans of the National Forest and the County.
3. Provide an opportunity to participate in the review and/or development of the requisite environmental analysis for proposals submitted to the County that would affect land use or development on National Forest System lands. Those types of applications the Forest Service may be asked to review include, but are not limited to, those examples in **Appendix B, labeled County Documents Reviewed by the Forest Service**, enclosed herewith.
4. Make available to the Forest Service, upon request, social, economic, land and resource information in the County's possession.
5. Make County expertise or personnel available for data-gathering, environmental studies, and land use planning which would be mutually beneficial when determined by the County to be practical, recognizing financial and personnel constraints.
6. Unless agreed to the contrary, the County shall not rezone any land described in D7 above, during the period between notification and actual conveyance.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES TO:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and the County and shall remain in effect for five (5) years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or the County and the subsequent written concurrence of the other Party. Either the Forest Service or the County may terminate this MOU with a 60-day written notice to the other Party.
4. SUPERSEDED AUTHORIZATION. This agreement supersedes and replaces the previous Memorandum of Understanding dated April 7, 1994 between the Uncompahgre National Forest and the Board of Commissioners of San Miguel County, Colorado.
5. RESPONSIBILITIES OF PARTIES. The Forest Service and the County and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

6. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

JUDY SCHUTZA
District Ranger
Norwood Ranger District
P.O. Box 388
Norwood, CO 81423

Phone: 970-327-4261
FAX: 970-327-4854
E-Mail: jschutz@fs.fed.us

Forest Service Project Contact

CHARLES S. RICHMOND
Forest Supervisor
Grand Mesa, Uncompahgre and
Gunnison National Forests
2250 U.S. Highway 50
Delta, CO 81416

Phone: 970-874-6600
FAX: 970-874-6698
E-Mail: csrichmond@fs.fed.us

San Miguel County Board of Commissioners

Board Chairperson

P.O. Box 1170
Telluride, CO 81435

Phone: 970-728-3844
FAX: 970-728-3718
E-Mail: bocc@sanmiguelcounty.org

SECONDARY CONTACTS:

Forest Service:

Dee A. Closson
Lands Staff Office

Norwood Ranger District
P.O. Box 388
Norwood, CO 81423

Phone: 970-327-4261
FAX: 970-327-4854
E-Mail: daclosson@fs.fed.us

San Miguel County Board of Commissioners

Nina Kothe
Assistant to the Board

P.O. Box 1170
Telluride, CO 81435

Phone: 970-728-3844
FAX: 970-728-3718
E-Mail: ninak@sanmiguelcounty.org

7. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or the County to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and the County will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
8. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
9. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in the document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.
SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Board Chairperson

DATE

USDA FOREST SERVICE

JUDY SCHUTZA
District Ranger

DATE

USDA FOREST SERVICE

CHARLES S. RICHMOND
Forest Supervisor

DATE

The authority and format of this instrument has been reviewed and approved for signature.

MERNA FEHLMANN

DATE

FS Agreements Coordinator

Appendixes:

Appendix A: Forest Service Documents Reviewed by the County

Appendix B: County Documents Reviewed by the Forest Service

Appendix A

Forest Service Documents Reviewed by the County

San Miguel County will be afforded an opportunity to review and comment on the following types of applications or proposals that may be filed with the Forest Service and which may impact private land within San Miguel County, including, but not limited to:

1. Sales, exchanges, leases, or other conveyances of lands, and any changes in designation of parcels for disposal to private ownership on the Norwood Ranger District Land Adjustment Map.
2. Withdrawals and revocations.
3. Rights-of-way for roads, power lines, pipelines, telephone lines and other projects.
4. Forest planning information, resource information and resource management plans.
5. Environmental assessments and environmental impact statements.
6. Forest Service designations of special use area, i.e., community gravel pits, communications site complex(s).
7. Oil, gas, and mineral exploration, development and production.
8. Mineral exploration and reclamation plans.
9. Mined land reclamation plans.
10. Sand and gravel contract applications.
11. Proposed timber sales and timber management plans affecting County roads and bridges.
12. Water diversion projects.
13. Recreation plans.
14. Revisions of grazing allotment management plans.
15. Special Use Permits which may affect private lands in the unincorporated areas of the County.

Appendix B

County Documents Reviewed by the Forest Service

The Forest Service will be afforded an opportunity to review and comment on the following types of applications or proposals that may be filed with San Miguel County and which may impact public lands, including, but not limited to:

1. Residential subdivisions, mobile home parks, and commercial or industrial development within 1 mile of Forest Service land.
2. Roads, power lines, pipelines, telephone lines, and similar rights-of-ways.
3. Solid waste disposal sites and sewage treatment sites within 1 mile of Forest Service lands.
4. Sand and gravel permits within 1 mile of Forest Service lands.
5. Building permits where access to the site crosses Forest Service lands. (*For situations where a new road or driveway connects to a Forest Service road or crosses Forest Service lands.*)
6. Special Use Permits which may affect Forest Service lands.
7. Zoning regulations, amendments, and changes.
8. Subdivision regulations, amendments, and changes.
9. County reviews regarding Areas and Activities Designated as Matters of State interest (1041 Regulations).
10. County Road Designations and Standards, regulations, amendments, and changes.
11. Pesticide spraying areas (pesticide use proposal required 30 days prior).
12. Dust prevention plans.
13. Plowing snow—Forest Service Developed routes.
14. Multi-use trails plans.
15. Actions affecting existing or potential access to Forest Service land.

APPENDIX 3

***BLM LAND USE PLANNING
FLOWCHART***

RESOURCE MANAGEMENT PLANNING PROCESS

The left side of the figure shows the progression of planning stages. The boxes on the right highlight the public participation opportunities at each stage.

