

**Memorandum of Understanding
Between
The Department of the Interior, Bureau of Land Management,
Taos Field State Office
And
Santa Fe County
As a Cooperating Agency For The
Preparation of an Environmental Impact Statement
For The Verde Transmission Project**

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's Taos Field Office (BLM) and Santa Fe County for the purpose of preparing an Environmental Impact Statement (EIS) for a proposed transmission line right-of-way known as the Verde Transmission Project. The BLM is the lead federal agency (Lead Agency) for development of the Verde Transmission EIS. BLM acknowledges that Santa Fe County has jurisdiction by law applicable to the Verde Transmission EIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by Santa Fe as a Cooperating Agency and the BLM (Parties).

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

II. Purpose

The purposes of this MOU are:

- A. To designate Santa Fe County as a Cooperating Agency in the EIS process.
- B. To provide a framework for cooperation and coordination between the BLM and Santa Fe County that will ensure successful completion of the EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the Lead Agency with responsibility for the completion of the EIS and the Record of Decision (ROD).
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the EIS process.

III. Authorities for the MOU

- A. The authorities of the BLM 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 regulations (40 CFR 1501 et seq.)
 - 2. BLM planning regulations (43 CFR 1601 et seq.)
- C. The authorities of Santa Fe County to enter into this MOU include, but are not limited to:
 - 1. NMSA 1978, § 4-37-1 (Board of County Commissioners' authority to enact and enforce ordinances).
 - 2. NMSA 1978, § 3-21-1, (Santa Fe County's adoption of a comprehensive zoning plan).
 - 3. Santa Fe County Sustainable Land Development Code (SLDC), Santa Fe County Ordinance No. 2015-11, and Santa Fe County's Zoning regulations.

IV. Roles and Responsibilities

A. BLM's Responsibilities:

- 1. As Lead Agency, the BLM retains final responsibility for the content of all EIS and NEPA documents, which include the Draft Resource Management Plan Amendment, Draft EIS, the Proposed Final EIS, and the ROD. The BLM's responsibilities include determining the purpose of and need for the proposed right-of-way transmission line and proposed Resource Management Plan Amendment, 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.
- 2. To the fullest extent consistent with its responsibilities as Lead Agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by Santa Fe County in the Verde Transmission Right-of-Way EIS process, giving particular consideration to those topics on which Santa Fe County is acknowledged to possess jurisdiction by law or special expertise.
- 3. 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 Santa Fe County with copies of documents underlying the EIS relevant to Santa Fe County responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EISs.

B. Cooperating Agency Responsibilities:

1. Santa Fe County is a Cooperating Agency in this Verde Transmission Right-of-Way EIS process and is recognized to have jurisdiction by law and special expertise in the following areas:
 - a. Jurisdiction by law with regards to management responsibilities related to Santa Fe County zoning and ordinance requirements.
2. Santa Fe County will provide information, comments, and technical expertise to the BLM regarding those elements of the EIS, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, Santa Fe County will provide information on the following topics:
 - a. impacts the power line will have on County zoning and ordinance requirements, impacts the power line will have on County residents near the vicinity of the proposed power line, and other County concerns that may be brought to the attention of County officials as a result of the proposed project.
 - b. Other such information that is relevant to the proposed power line project issues or data needs.
3. Within the areas of their jurisdiction or special expertise, Santa Fe County may participate in any of the 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 EIS project issues, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EIS and supporting documents.
4. Santa Fe County will coordinate with the BLM and both agencies will determine if Santa Fe County will be required to provide any technical studies, data sets, etc., in support of the EIS.

C. Responsibilities of the Parties:

1. The Parties agree to participate in this EIS process in good faith and make all reasonable efforts to resolve disagreements.
2. The Parties agree to comply with the planning schedule provided as Attachment B, which includes dates for EIS milestones and timeframes for Santa Fe County reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the EIS process, except that the BLM may contract with the Cooperating Agency for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.2.

V. 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. Without limiting the generality of the foregoing, entering into this MOU and having Santa Fe County staff perform the duties of a cooperating agency hereunder does not: (i) require any development application submitted to Santa Fe County under the Santa Fe County Sustainable Land Development Code (SLDC) to be approved or disapproved or (ii) indicate or mean that the Board of County Commissioners of Santa Fe County, the Santa Fe County Planning Commission, or their members or the SLDC Hearing Officer has prejudged any development application that may be submitted to Santa Fe County under the SLDC or any factual issue that such application(s) may raise. Any development application submitted to Santa Fe County under the SLDC shall be evaluated upon its merits by the relevant recommending and decision-making bodies, based upon the record developed through the separate SLDC process. Any information provided and comment made by Santa Fe County staff pursuant to this MOU represent the views of staff and is not binding on the SLDC Hearing Officer, the Santa Fe County Planning Commission, or Board of County Commissioners with respect to any development application that may be submitted to Santa Fe County under the SLDC.

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.

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 Santa Fe County representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the EIS. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.

E. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperating Agencies disagree on substantive elements of the 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 Santa Fe County views in the Draft EIS and the Proposed 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. Management of Information.

Santa Fe County acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) or other federal or state laws or statutes. Santa Fe County agrees not to release these materials to individuals or entities other than the Parties to this MOU.

G. Conflict resolution.

1. Facilitation. If the Parties deem necessary, they agree to retain an independent facilitator to foster clear and efficient communication.

H. Coordination with contractors.

The Lead Agency has selected a 3rd party environmental contractor to prepare the EIS on behalf of the BLM. SWCA Environmental Consultants (SWCA) serves as the BLM's contractor for the overall EIS which includes duties such as public involvement, data collection, environmental analysis, and EIS preparation. Santa Fe County may provide information and comments directly to the contractor and collaborate with contractor's technical staff and subcontractors on matters within Santa Fe County jurisdiction or special expertise. Santa Fe County acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract with SWCA, and that Santa Fe County is not authorized to provide technical or policy direction regarding the performance of the contract between BLM and SWCA.

VI. Agency Representatives

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

VII. Administration of the MOU

A. Approval. This MOU becomes effective upon signature by the authorized official of the BLM and Santa Fe County.

B. Amendment. This MOU may be amended through written agreement of BLM and Santa Fe County.

C. Termination. If not terminated earlier, this MOU will terminate when the ROD for the EIS is approved by the BLM New Mexico State Director. Either Party may end its participation in this MOU by providing written notice to the other Party.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

Department of the Interior
Bureau of Land Management
Taos Field Office
226 Cruz Alta Road, Taos, NM 87571

Sarah Schlanger

for Sarah Schlanger
Field Manager, Taos Field Office

2/1/17
Date

SANTA FE COUNTY

H P B

Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners

2/1/17
Date

Attestation:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk



Approved as to form:

Gregory S. Shaffer

Gregory S. Shaffer
Santa Fe County Attorney

2-2-17
Date

Reviewed and Approved
for SIGNATURE
Don Moyes Date *2/2/17*

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MEMO OF UNDERSTANDING
PAGES: 9

I Hereby Certify That This Instrument Was Filed for
Record On The 15TH Day Of February, 2017 at 09:32:06 AM
And Was Duly Recorded as Instrument # 1817747
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy *Laura Hernandez* County Clerk, Santa Fe, NM

Attachment A

Cooperating Agency Participation in the Verde Transmission Project
Environmental Impact Statement

	RMP/EIS Stage	Potential Activities of Santa Fe County (Cooperating Agency - CA) within their acknowledged areas of expertise
1	Conduct public scoping meetings and identify issues	Provide input on preparation plan; identify coordination requirements based on Santa Fe County plans; identify significant issues; identify relevant local and regional organizations and interest groups; collaborate in reviewing/ assessing scoping comments (review of scoping report); identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Collect inventory data & provide planning criteria	Identify data needs; provide data and technical analysis within County expertise. Provide advice on planning criteria.
3	Formulate alternatives	Collaborate with BLM Project Manager, EIS Contractor (SWCA) and BLM Field Managers and BLM ID Team reps. in developing alternatives. Suggest land allocations or management actions to resolve issues. [Decision to select alternatives for analysis is reserved to the BLM]
4	Estimate effects of alternatives	Provide effects analysis within Santa Fe County's expertise, identify direct, indirect, and cumulative effects with Santa Fe County's expertise, and suggest mitigation measures for adverse effects.
5	Select the preferred alternative; issue Draft EIS	Collaborate with BLM Project Manager, EIS Contractor (SWCA), and BLM Field Managers and BLM ID Team reps. in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft EIS. Santa Fe County 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]
6	Respond to Comments	As appropriate, review comments within Santa Fe County's expertise and provide assistance to BLM in responding
7	Issue Proposed Final EIS	[Action reserved to the BLM.]
8	Sign Record of Decision (ROD) or	[Action reserved to the BLM].
8a	Resolve protests; modify Proposed Final EIS if needed, sign ROD	[Action reserved to the BLM] If NMDOT provided information relevant to a protest, may be asked to for clarification.

Attachment B**Schedule**

Note: This Schedule portion of the MOU will be updated and finalized as the project progresses and as issues are identified. BLM and Santa Fe County will work together, as well as other Cooperating Agencies to finalize and agree on a schedule that is realistic and achievable.

[examples of schedule entries]

Task	Responsibility	Dates
conduct scoping and identify issues	BLM Core Team & County reps.	TBD
review scoping comments	BLM Core Team & County reps.	TBD
review and comment on affected environment chapter (administrative draft)	BLM Core Team & County reps.	TBD
formulate alternatives	BLM Core Team & County reps.	TBD
estimate effects of alternatives (for identified areas of cooperator expertise)	BLM Core Team & County reps.	TBD

Attachment C

Agency Representatives

BUREAU OF LAND MANAGEMENT

EIS Name : Verde Transmission Project EIS

Primary Representative: Adrian Garcia – BLM Project Manager
Phone - (505) 954-2199
E-Mail Address - agarcia@blm.gov
Physical Address - Bureau of Land Management
New Mexico State Office
301 Dinosaur Trail
Santa Fe, NM 87508

Backup Representative: Brad Higdon – NEPA & Planning Coordinator
Phone - (575) 751-575-4725
E-Mail Address – bhigdon@blm.gov
Physical Address - Bureau of Land Management
Taos Field Office
226 Cruz Alta Road
Taos, NM 87571

SANTA FE COUNTY

Primary Representative: Robert Griego, Santa Fe County Planning Manager
Phone - (505) 986-6215
E-mail Address- rgriego@santafecountynm.gov
Physical Address - 102 Grant Avenue, Santa Fe, NM 87504

Backup Representative: Paul Olafson, Planning Projects Manager
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E-Mail Address - polafson@santafecountynm.gov
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