

**Memorandum of Understanding
Between
U.S. Department of the Interior, Bureau of Land Management, New Mexico State Office
and
Santa Fe County, New Mexico
as a Cooperating Agency on the
Mid-America Pipeline Project**

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's New Mexico State Office ("BLM") and Santa Fe County, New Mexico ("Santa Fe County" or "Cooperator") on the Mid-America Pipeline Project ("MAPL Project"). As a Cooperating Agency, Santa Fe County will participate in the preparation of an Environmental Assessment (EA) on the MAPL Project. The New Mexico State Office has designated signatory authority for this document to the Farmington Field Office.

The BLM is the lead federal agency for development of the MAPL Project EA. The BLM acknowledges that the Cooperator has jurisdiction by law and special expertise applicable to the EA effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by Santa Fe County as a Cooperating Agency and the BLM ("the 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:

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

7. Establish goals and an EA schedule. The Lead Agency will provide the Cooperator adequate time to review documents, including administrative draft versions of the Draft EA and Final EA, technical reports, and compliance documents.
8. Advise, in writing, Native American Tribes and state and local agencies with jurisdiction over any aspect of the MAPL Project and invite them to participate in the EA process.
9. Inform the Cooperator about the progress of the EA, additional data needs, changes needed in the terms of the third-party EA Contract, and other aspects of document preparation.
10. To the fullest extent consistent with its responsibilities as a lead agency, the Lead Agency will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EA planning process, giving particular consideration to those topics in which the Cooperator has jurisdiction by law or special expertise.

B. Cooperating Agency Responsibilities:

1. Santa Fe County is a Cooperating Agency in this EA process and is recognized to have jurisdiction by law and special expertise in the following areas:
 - a. New Mexico Revised Statutes 4-37-1 (NMSA 1975)
 - b. Cooperator's special expertise relates to land use, economic, environmental, social and historical issues and concerns relevant to the MAPL Project.
2. Cooperator responsibilities shall include the following:
 - a. Assist the Lead Agency in the preparation of the EA, ensuring that interests associated with the Cooperator are incorporated as part of the EA. Review relevant documents and submit comments to the BLM Project Manager within agreed-upon time frames.
 - b. Provide the BLM Project Manager with information to assist in the development of a range of reasonable alternatives and in the analysis of effects on the areas in which Santa Fe County has jurisdiction by law and expertise.
 - c. Participate in communications regarding the EA for the MAPL Project, including, but not limited to, conference calls, meetings, and e-mails. When appropriate, send a representative(s) to attend EA-related meetings scheduled by the BLM.
 - d. Provide written comments on EA-related documents within time frames provided by the BLM. These documents include, but are not limited to, draft versions of the Draft EA and Final EA, technical reports, and public notices.
 - e. Respond to comments on the Draft EA that pertain to Cooperator's jurisdiction or expertise and advise the Lead Agency if the findings of the EA do not support Cooperator needs.
 - f. The Cooperator will provide information, comments, and technical expertise to the Lead Agency regarding those elements of the EA, and the

MOU.

- D. *Conflict of interest.* The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the MAPL Project. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- E. *Documenting disagreement or inconsistency/Conflict resolution.* If a Lead Agency and the Cooperator disagree on substantive elements of the EA (such as designation of the alternatives to be analyzed or analysis of effects), and the disagreement cannot be resolved, the Lead Agency will include a summary of the Cooperator's views in the Draft EA and Final EA. The Lead Agency will also describe substantial inconsistencies between the proposed action or actions and the objectives of state, local, or tribal land use plans and policies. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts, and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that the BLM retains final responsibility for the decisions identified in the MAPL Project EA and the ROD.
- F. *Management of information.* The Cooperator acknowledges that all supporting materials and draft documents may become part of the Administrative Record and may be subject to the requirements of the FOIA and other federal statutes. The BLM acknowledges that the Cooperator's handling of these materials may be impacted by New Mexico Inspection of Public Records Act. The Cooperating Agency agrees to keep all documents, including drafts, provided by the Lead Agency in accordance with its Cooperating Agency Status and pursuant to this MOU confidential to the extent allowable by law. The Cooperating Agency will provide notice to the Lead Agency before disclosing any document required by law to be disclosed to outside parties that has been shared with the Cooperating Agency in accordance with its Cooperating Agency status and pursuant to this MOU. Notwithstanding the foregoing, the Cooperating Agency may disclose such materials to its officers, members of its staff, and contractors. The parties agree that the BLM at its discretion may withhold from the cooperator those documents that would otherwise be available for public release under New Mexico Inspection of Public Records Act.
- G. *Contractors.* Edge Environmental (Edge) serves as the BLM's third-party EA contractor. As such, Edge is responsible to the Lead Agency for preparing an EA that meets the requirements of NEPA and applicable NEPA procedures. Galileo Project serves as the BLM's Project Management Assistance Contractor (PMAC). The PMAC is responsible to the BLM for coordinating administrative activities and supporting documents. The Cooperator may provide information and comments directly to contractors and collaborate with the contractors' technical staff and subcontractors on matters within the Cooperator's jurisdiction or special expertise.

VI. Agency Representatives

- A. Each Party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between the Cooperator and the Lead Agency during the EA process. Each Party may change its representative at will by providing written notice to the other Parties.

VIII. Signatures

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

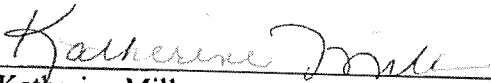
**Department of the Interior
Bureau of Land Management
New Mexico State Office
Farmington Field Office**



Gary Torres
Farmington Field Manager

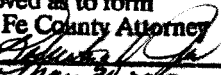
6/13/2013
Date

Santa Fe County, New Mexico



Name Katherine Miller
Title Santa Fe County Manager

6-5-13
Date

Approved as to form
Santa Fe County Attorney
By: 
Date: May 31, 2013

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.

