

**Memorandum of Understanding
Between
The Department of Interior, Bureau of Land Management, New Mexico State Office
and
Cochise County, Arizona**

**As a Cooperating Agency for The
SunZia Southwest Transmission Line 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 Cochise county, Arizona, for the purpose of preparing an Environmental Impact Statement (EIS) for a proposed transmission line known as the SunZia Southwest Transmission Line Project. The BLM is the lead federal agency for development of the SunZia Southwest Transmission EIS. BLM acknowledges that the Cochise County has jurisdiction by law and special expertise applicable to this EIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by Cochise County, AZ, 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:

- A. To designate Cochise County as a Cooperating Agency in the EIS process.
- B. To provide a framework for cooperation and coordination between the BLM and Cochise County that will ensure successful completion of the RMP/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 RMP/EIS and the Record of Decision (ROD).
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning 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. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
- C. The authorities of Cochise County to enter into 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 (943 U.S.C. 1701 et seq.)
 - 3. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
 - 4. Cochise County regulations and applicable laws governing Cochise County

IV. Roles and Responsibilities

A. BLM Responsibilities:

- 1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft EIS, the Proposed Final EIS, and the ROD. The BLM's responsibilities include determining the purpose of and need for the proposed transmission line, 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 Cochise County in the SunZia EIS planning process, giving particular consideration to those topics on which Cochise 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 Cochise County with copies of documents underlying the EIS relevant to Cochise County's responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EISs.

B. Cooperating Agency Responsibilities:

1. Cochise County is a Cooperating Agency in this SunZia Right-of-way EIS planning process and is recognized to have jurisdiction by law and special expertise in the following areas:
 - a. Jurisdiction by law with regards to Cochise County management responsibilities on lands administered by and under the jurisdiction of the Cochise County.
 - b. Jurisdiction with regards to overseeing and management of county ordinances and zoning within Cochise County.
2. Cochise County will provide information, comments, and technical expertise to the BLM regarding those elements in 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, the Cochise County will/would provide information on the following topics:
 - a. Impacts the transmission line will have on defense County administered lands.
 - b. Impacts the transmission line will have on local Cochise County ordinances and zoning..
 - c. Other such information that is relevant to planning issues or data needs.

3. Within the areas of their jurisdiction or special expertise, Cochise 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 planning issues, providing input to the draft Analysis of the Management Situation, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EIS and supporting documents.

4. Cochise County will coordinate with BLM and both agencies will determine if Cochise 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 and comply with an EIS review schedule as agreed to and allow for adequate time to review documents, including the administrative draft Versions of the Draft EIS, and Final EIS.

3. Each Party agrees to fund its own expenses associated with the EIS process, except that the BLM may contract with a Cooperator for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.4.
4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

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.

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 Cooperator 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. Management of Information.

Cochise 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) and other federal statutes. Cochise 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 (BLM) has selected a 3rd party Environmental Contractor to prepare the EIS on behalf of the BLM. Environmental Planning Group (EPG) serves as the

BLM's contractor for the overall EIS which includes duties such as public involvement, data collection, environmental analysis, and EIS preparation. Cochise County may provide information and comments directly to the contractor and collaborate with the contractor's technical staff and subcontractors on matters within Cochise County jurisdiction or special expertise. Cochise County acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract with EPG, and Cochise County is not authorized to provide technical or policy direction regarding the performance of this contract.

VI. Agency Representatives

Each Party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between the Cooperator[s] 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 officials of the BLM and Cochise County.

B. Amendment. This MOU may be amended through written agreement BLM and Cochise County.

C. Termination. If not terminated earlier, this MOU will end 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
New Mexico State Office
301 Dinosaur Trail
Santa Fe, Nm 87508

Jesse Juen
New Mexico BLM State Director

Date

Cochise Count, Arizona

County Manager
Cochise County, Arizona

Date

Attachment A
Cooperating Agency Participation in the SunZia Southwest Transmission
Environmental Impact Statement

	RMP/EIS Stage	Potential Activities of Cochise County (Cooperating Agency - CA) within their acknowledged areas of expertise
1	Conduct scoping and identify issues	Provide input on preparation plan; identify coordination requirements based on CA plans; 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; identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Collect inventory data	Identify data needs
3	Formulate alternatives	Collaborate with BLM Project Managers, EIS Contractor (EPG) and BLM Field Managers & BLM ID team reps in developing alternatives. [Decision to select alternatives for analysis is reserved to the BLM]
4	Estimate effects of alternatives	Provide effects analysis with the CA's expertise, identify direct, indirect, and cumulative effects within the CA's expertise, suggest mitigation measures for adverse effects.
5	Select the preferred alternative; issue Draft EIS	Collaborate with BLM Project Manager, EIS Contractor (EPG) and BLM Field Managers and BLM ID Team reps. in evaluating alternatives and in criteria for selecting the preferred alternative; provide input on Administrative Draft EIS (ADEIS). CA may provide written comments on ADEIS. [Decision to select a preferred alternative and issue Draft EIS is reserved to the BLM.]
6	Respond to comments	As appropriate, review comments within CA expertise and provide BLM assistance in responding.
7	Issue Proposed Final EIS	[Action is reserved to BLM]
8	Sign Record of Decision	[Action is reserved to BLM]
8a	Receive comments, resolve protests; modify Proposed Final EIS if needed, sign Record of Decision	[Action reserved to BLM.] As appropriate, CA may review comments/protests and provide information relevant to a protest, and may be asked for clarification..

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Attachment B
Schedule

[examples of schedule entries]

Task	Responsibility	Dates
conduct scoping and identify issues	core team, cooperators	
review scoping comments	core team, cooperators	
review and comment on affected environment chapter (administrative draft)	Cooperators	
formulate alternatives	cooperators (advisory), core team	
estimate effects of alternatives (for identified areas of cooperator expertise)	Cooperators	

Attachment C
Agency Representatives

Bureau of Land Management

EIS Name: SunZia Southwest Transmission Project

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

Backup Representative: Debby Lucero -- Lead Realty Specialist
Phone – (505) 954-2196
E-Mail Address --- Debby_Lucero@blm.gov
Physical Address – same as above

Cochise County

Primary Representative: James E. Vlahovich
Phone – 520-432-9200
E-Mail Address – jvlahovich@cochise.az.gov
Physical Address – 1415 melody Ln., Bldg G
Bisbee, AZ 85603

Backup Representative: Michael J. Ortega
Phone – 520-432-9200
E-Mail Address – mortega@cochise.az.gov
Physical Address – 1415 melody Ln, Bldg G
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