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**MEMORANDUM OF UNDERSTANDING  
BETWEEN JOINT LEAD AGENCIES  
GRAND STAIRCASE-ESCALANTE NATIONAL MONUMENT  
AND  
GARFIELD COUNTY, UTAH  
FOR  
HOLE IN THE ROCK ROAD GRADING & DRAINAGE PROJECT  
ENVIRONMENTAL ASSESSMENT**

**I. PURPOSE**

The United States Bureau of Land Management (BLM), Grand Staircase-Escalante National Monument, and Garfield County, Utah collectively referred to as the Joint Lead Agencies, enter into this Memorandum of Understanding (Agreement) for the purpose of describing their roles, interactions, responsibilities and authorities in preparing the Hole in the Rock Road Grading and Drainage Environmental Assessment and completing other related environmental compliance requirements for design, construction, operation and maintenance of the proposed project. The Joint Lead Agencies will prepare the EA in accordance with the National Environmental Policy Act (NEPA) and address both the effects of the proposed project and alternatives to provide improvements to the Hole in the Rock Road in Garfield County, Utah.

Presidential Proclamation 6920 authorizes the BLM to manage the Monument pursuant to applicable legal authorities. Reports conducted under 23 CFR 460 recognize Garfield County as the entity with maintenance responsibility for northern 16 miles of Hole in the Rock. NEPA, CEQ Regulations and other applicable law authorize the Grand Staircase-Escalante National Monument and Garfield County to pursue completion of the environmental documentation as Joint Lead Agencies.

**II. ACTIVITIES UNDER THIS AGREEMENT**

The Joint Lead Agencies will work together and jointly coordinate activities to accomplish the following:

1. Schedule and budget activities leading to an EA for the proposed road project;
2. Develop and implement a public outreach, education and involvement plan;
3. Conduct and document environmental investigations; and
4. Prepare an EA and Record of Decision for the proposed project.

**III. ROLES**

The organizational structure the Joint Lead Agencies will use during this EA process is shown below.

**Figure 1. New Mexico Unit of the CAP EA Organization**

GSENM/Garfield County will issue a request for proposal for a NEPA Contractor to conduct required technical work and prepare the EA documents under the supervision and direction of the Joint Lead Agencies. The Joint Leads will each provide representatives for the technical proposal evaluation committee that will evaluate such proposals.

Except as otherwise specifically provided herein, the Joint Lead Agencies are collectively responsible for all decisions relating to preparation of the EA and will make all final decisions on disputes arising during the NEPA process. The Joint Lead Agencies will make decisions by government to government Coordination and shall comply with applicable law. This Agreement and any related agreements supporting the purpose of this Agreement shall not limit or in any way affect any person or organization's right to comment or otherwise participate in the normal public review and comment process.

A. Executive Committee. The Executive Committee will have overall responsibility for: allocating staff, funding, and other resources; providing guidance to staff; reviewing progress; and coordinating among the Joint Lead Agencies in matters related to the EA. The Executive Committee will review and approve the Draft and Final EA. Decisions of the Executive Committee shall be unanimous and will be approached in a constructive and cooperative manner. The Executive Committee will assist in resolving any unresolved issues referred by the EA Project Management Team. Membership of the Executive Committee will consist of the GSENM Manager, and the Garfield County Commission. The Executive Committee will meet as needed to address issues or resolve disputes regarding preparation of the EA.

B. Cooperating Agencies. Cooperating Agencies are agencies that have jurisdiction by law or special expertise on relevant environmental issues, pursuant to 40 CFR §§ 1501.6 and 1508.5. The Joint Lead Agencies, through the Executive Committee, will invite appropriate Tribes and governmental entities to participate in the NEPA process as Cooperating Agencies. The EA Project Management Team will develop an agreement with each Cooperating Agency that documents specific expectations, roles, and responsibilities. Cooperating Agency agreements must be signed by both Joint Lead Agencies.

The role of Cooperating Agencies is to review important EA documentation and provide input to the Joint Lead Agencies through the EA Project Management Team in accordance with 40 CFR § 1501.6. The Cooperating Agencies may make recommendations to the EA Project Management Team with

respect to the EA process. The Cooperating Agencies will meet as needed to discuss issues. The EA Project Management Team will schedule meetings of the Cooperating Agencies as needed and will conduct the meetings.

C. EA Project Management Team. The EA Project Management Team will be responsible for day-to-day EA management. Each Joint Lead Agency will assign one or two staff members to the Management Team. Members of the Management Team have discretion to use contractors for additional EA management support. The Management Team will have primary and joint responsibility for:

1. Overall coordination and oversight of the EA activities, including ensuring completion of environmental studies and NEPA-related activities; coordination of contractual service procurement, staff allocation, EA schedule tracking, periodic revisions to Attachment A as applicable, and preparation of progress reports;
2. Assuring the EA process follows an interdisciplinary approach in the conduct of technical work and preparation of the EA;
3. Providing guidance to staff and coordination among the Joint Lead Agencies;
4. Forming and providing guidance to Work Groups;
5. Jointly developing scopes of work for NEPA-related contract;
6. Providing coordinated direction on work to be performed under NEPA-related contracts;
7. Developing the Purpose and Need Statement;
8. Authorizing necessary studies;
9. Reviewing and approving draft EA-related work products of the NEPA Contractor;
10. Responding to input and reviewing and approving responses to comments on the EA;
11. Distributing draft and final EA documents;
12. Advising the Executive Committee with regard to necessary studies and schedule changes, budget needs, and other administrative and project management matters;
13. Continuous coordination with Cooperating Agencies;
14. Ensuring adequate communication and information exchange both external and internal;
15. Preparing and reviewing all required consultation documents;
16. Coordinating and assuring appropriate public involvement and participation;
17. Completing the EA and draft decision documents; and
18. Assuring integration of NEPA with overall project planning.

In order to accomplish its duties, including those specifically listed above, the EA Project Management Team will meet regularly with, and provide consensus direction to, the NEPA Contractor and will meet otherwise as needed to carry out its work regarding preparation of the EA. The Management Team will work by coordination and its decisions will be approached in a constructive and cooperative manner. The Management Team will attempt to resolve conflicts that may arise over the management and administration of the work, and disputes that are identified by the Work Group leaders as unresolved at that level. In the event that the Management Team cannot reach agreement, it will refer the issue to the Executive Committee.

D. NEPA Contractor. A NEPA Contractor may be hired to conduct necessary studies and prepare the EA under direction of the EA Project Management Team using an interdisciplinary approach as required by NEPA. The NEPA Contractor will prepare a long-term detailed EA schedule and implement tasks as directed by the Management Team, according to the agreed-upon schedule. This

will include all work in the NEPA Contractor scope of work prepared by the Joint Leads. Any direction or instruction to the NEPA Contractor that could result in a change to the scope of work or an assignment of work must be agreed upon by the EA Project Management Team and come through written documentation. The NEPA Contractor will report periodically to the EA Project Management Team.

E. Work Groups/Staff. Work Groups/Staff Members in a variety of disciplines will support a systematic interdisciplinary approach to the NEPA process and perform technical studies and evaluations at the direction of the EA Project Management Team. The Joint Lead Agencies, through the EA Project Management Team, may create Work Groups and may adjust the membership of these groups from time to time, considering any changes or additions to membership recommended by the Work Group leaders and Cooperating Agencies.

In implementing studies and technical evaluations assigned by the EA Project Management Team, each Work Group/Staff Member will be led by one or more representatives of the project management team. These leaders are responsible for coordinating Work Group/Staff activities and are the points of contact for communicating with the EA Project Management Team and the NEPA Contractor on behalf of the Work Groups/Staff. The EA Project Management Team will work with the NEPA Contractor to facilitate meetings among the Work Groups/Staff, as appropriate, to ensure the exchange of information among Work Groups and a coordinated interdisciplinary approach and feedback to the EA process. Work Groups/Staff will refer any unresolved dispute or conflicts arising within their respective areas of expertise to the EA Project Management Team. Disputes or conflicts arising between Work Groups/Staff will also be addressed by the EA Project Management Team.

#### IV. GENERAL PROVISIONS

A. Term and Termination. This Agreement will become effective on the last signature date. This Agreement shall remain in effect until terminated as provided herein or completion of a signed Record of Decision ("ROD"), whichever is earlier. The Joint Lead Agencies will endeavor to complete the final EA within approximately two (2) years from the effective date of this Agreement or by July 2019.

Either Joint Lead Agency may terminate this Agreement by providing written notice to the other Joint Lead Agency, effective sixty (60) days following the date of delivery of such notice. If termination is not by mutual agreement of the Parties, a Party may only terminate this Agreement if the Joint Lead Agencies have completed the process described in Section IV.D below. Within fifteen (15) business days after the termination or expiration of this Agreement, the EA Project Management Team will make accessible a full and complete copy of the then-current project files to each Joint Lead Agency. The Management Team shall maintain the project files for at least one year following the termination of this Agreement, or until each of the Joint Lead Agencies has received a copy of the project files, whichever is later.

B. Decision Process. The Joint Lead Agencies are responsible for all decisions involving preparation of the EA and will make all final decisions on issues arising during the NEPA process, except in those cases listed in Section VIII.A.12. Decisions will be by Coordination of the Joint Lead Agencies, however, the Parties recognize that federal decision documents (e.g. RODs) are the responsibility of the Secretary. The Joint Lead Agencies will coordinate preparation of and share drafts of any decision documents related to implementation of actions addressed in the EA, including the ROD. In the event that the ROD reflects an alternative action other than the preferred alternative

identified in the EA, Garfield County does not waive, and hereby reserves, all rights to judicial review of the ROD.

C. No Delegation or Abrogation. Although this Agreement sets forth a cooperative consensus process, both Joint Lead Agencies recognize that they each have statutory and contractual responsibilities that cannot be delegated. This Agreement does not, and is not intended to, abrogate any of the Joint Lead Agencies' statutory or contractual responsibilities. This Agreement shall not be construed to alter the Joint Lead Agencies' statutory or contractual responsibilities.

D. Dispute Resolution. The Joint Lead Agencies, through the EA Project Management Team, will make all reasonable efforts to resolve issues in a cooperative and timely manner. Unresolved issues of the Management Team will be brought to the Executive Committee level for resolution. The Executive Committee will resolve conflicts by unanimous consent, or direct that the conflict be resolved by a mutually acceptable mediation or facilitation process. The Work Group leaders, team or committee responsible for resolution of a dispute or conflict will document the nature of any dispute and the resolution process used, and provide the documentation to the EA Project Management Team.

E. Modifying the Agreement. This Agreement may be modified by agreement of the Parties through a letter of agreement signed by the Executive Committee or their designated representatives. Any modification shall be made in writing prior to implementing the change.

F. Correspondence. For coordination purposes, copies of all written correspondence between Joint Lead Agencies or from any Lead Agency to another person or entity pertaining to activities under the EA shall be sent by the originator to the EA Project Management Team and shall be made part of the project files.

G. Officials not to Benefit. No member of or delegate to Congress, resident Commissioner, Commissioner of the County, or any member of the Executive Committee, the EA Project Management Team, or any Work Group shall receive any benefit that may arise from this Agreement.

H. Construction of this Agreement. This Agreement is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by or against either Party or any third party.

I. Records Requests. The Parties agree to notify each other if either receives a request for any records related, directly or indirectly, to this Agreement or to the NEPA process associated with the project. The Parties recognize that each Party must abide by its governing laws in responding to any such records request.

## **V. GARFIELD COUNTY UTAH**

Garfield County, Utah will also be involved in the NEPA process in the capacity of a Project Proponent. This MOU is written in recognition of the County's status as the project proponent.

## **VI. PUBLIC INVOLVEMENT**

The Joint Lead Agencies anticipate developing a detailed public involvement plan with the possible assistance of the NEPA Contractor. The Joint Lead Agencies will conduct public involvement throughout the EA process, including public scoping meetings, EA comment meetings/hearings, and other outreach activities consistent with NEPA requirements. GSENM will submit for

publication in the Federal Register a Notice of Intent to prepare an EA, Notices of Availability of the draft and final EA, and Record of Decision. Notices will also be published in the Federal Register on the availability of scoping information.

## **VII. PRODUCTS**

A. Environmental Studies and Project EA Documents. Environmental studies and the EA Documents will be prepared in accordance with NEPA and its implementing regulations. These may include, but are not limited to, the following:

1. Public Involvement Plan;
2. Notice of Intent to prepare an EA;
3. Scoping Report;
4. EA schedule;
5. Environmental studies as agreed to by the Management Team;
6. Notice of Availability of Draft EA;
7. Biological Assessment;
8. Draft EA;
9. Notice of Availability of Final EA;
10. Final EA;
11. Draft and final decision document (ROD);
12. Notice of Availability of Record of Decision (ROD); and
13. Required biological and cultural studies.

B. Project Files. GSENM will keep and maintain the project files for the EA, with the assistance of any NEPA Contractor. The project files shall include all records establishing the basis for the development of the EA that are not subject to a withholding privilege, such as (if available): correspondence among the Joint Lead Agencies, meeting minutes, and public comments. All members of the Management Team will have full access to all documents in the project files, unless they contain sensitive cultural resources data that are protected under specific federal regulations. In these instances, the Management Team will arrange for appropriate safeguards for such sensitive data.

C. Record of Decision. GSENM will publish a ROD in accordance with Section IV.B. above, not less than thirty (30) days following publication of the Final EA.

D. Milestones. The Joint Lead Agencies have identified key milestones in Item A above. The Joint Lead Agencies anticipate the development of a long-term detailed EA schedule after the project has been initiated. The Joint Lead Agencies may revise Attachment A to modify existing milestones or add additional milestones as they become available. Any revision to Attachment A will be by mutual consent and may occur without an amendment to this Agreement. Any such changes will be disseminated to the New Mexico CAP Entity.

## **VIII. AGENCY RESPONSIBILITIES**

The staffing commitments of the Parties under this Agreement will be fulfilled using in-house staff or contractors. Garfield County has acquired state funding to complete at least a portion of the costs for preliminary engineering, planning and environmental compliance activities for the project.

If additional or unanticipated needs are identified in the course of the NEPA process that are not resolved by this Agreement the Management Team of the Joint Lead Agencies will meet and confer to resolve the issue. Commitments made under this Agreement are subject to approval and appropriations by state and

federal entities. Nothing in this Agreement will require any of the Joint Lead Agencies to exceed annual appropriations.

A. Bureau of Land Management. GSENM will :

1. Ensure upper level management is knowledgeable of EA status, oversee EA progress, and maintain familiarity with important issues;
2. Assign one or more Project Managers whose primary assignment is to manage the project process for GSENM and participate as members of the Management Team;
3. Make available competent technical specialists as necessary to perform the work and coordinate with the NEPA Contractor in the identification and development of resource analyses and preparation of documents. The estimated resource commitment for GSENM technical specialists' participation will be fulfilled using in-house staff or as addressed through a separate Funding Agreement;
4. Assign staff as necessary to accomplish the public involvement program;
5. Ensure Garfield County receives updates through monthly progress reports regarding tasks accomplished by GSENM's contractors and staff towards completion of the EA. The Parties will mutually agree on the format of that monthly report;
6. Provide input for all documents and review materials within set time frames;
7. Review and comment on all draft documents and public information materials;
8. Provide existing data and analysis as needed;
9. Provide any necessary documents to Garfield County for review;
10. Provide copies of draft reports to Garfield County for review;
11. Submit for publication required Federal Register notices;
12. Perform required consultations, including Government to Government consultations with affected Indian Tribes and cooperating agencies, in compliance with applicable federal laws; and
13. Ensure the EA and supporting documents and the NEPA process comply with all applicable Acts, regulations, guidance, orders, and procedures.

B. Garfield County, Utah. The County will:

1. Ensure upper level management is knowledgeable of EA status, oversee EA progress, and maintain familiarity with important issues;
2. Assign one or more Project Managers whose primary assignment is to manage the project

process for the County and participate as members of the Management Team;

3. Assign technical specialists as necessary to enhance the interdisciplinary capability of the EA process. As a Joint Lead Agency, the County is responsible for providing adequate technical staff and experienced technical specialists in the areas of NEPA, engineering and resources, which are significant areas of effort in the environmental compliance process;
4. Assign staff as necessary to accomplish the public involvement program;
5. Ensure that GSENM receives updates on County work through monthly progress reports regarding tasks accomplished by the County's contractors and staff towards completion of the EA. The Parties will mutually agree on the format of that monthly report;
6. Provide input for all documents and review materials within set time frames;
7. Review and comment on all draft documents and public information materials;
8. Provide existing data and analysis as needed;
9. Provide funding as set out in any Funding Agreement;
10. Provide any requested information and studies to GSENM for review;
11. Provide copies of draft reports to GSENM for review; and

Participate fully in all consultations undertaken by GSENM pursuant to applicable federal laws. Participate as appropriate in discussions with Indian Tribes and cooperating agencies.

IN WITNESS WHEREOF, the Parties hereby enter into this Agreement as of the last date indicated herein.

**BUREAU OF LAND MANAGEMENT**

**GARFIELD COUNTY, UTAH**

\_\_\_\_\_  
Cynthia Staszak, Monument Manager  
Grand Staircase-Escalante National Monument

\_\_\_\_\_  
Leland F. Pollock, Chairman  
Garfield County, Utah

Date \_\_\_\_\_

Date \_\_\_\_\_

Attachment A  
Target Dates Through NOI Publication

Milestone	Responsible Party	Target Date
Complete Statement of Work for Contractors	GSENM / County	
Develop Statement of Purpose & Need	GSENM / County	
Advertise RFP to prepare EA	County	
Complete NOI to prepare EA	GSENM / County	
Submit NOI for publication in Federal Register	GSENM	
Contractor Proposal Review & Selection	GSENM / County	
Contract Award	GSENM / County	
Kick-off Meeting with Contractor	GSENM / County	
Publication of NOI and commencement of formal public scoping period	GSENM	
Begin Public Scoping Meetings	GSENM / County	