APPENDIX A

MEMORANDUMS OF UNDERSTANDING
AND
RECORD OF DECISION

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MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. DEPARTMENT OF THE INTERIOR - BUREAU OF LAND MANAGEMENT

NEW MEXICO

AND

U.S. DEPARTMENT OF THE ARMY

HEADQUARTERS, US ARMY AIR DEFENSE ARTILLERY CENTER
AND FORT BLISS

FORT BLISS, TEXAS

CONCERNING

POLICIES, PROCEDURES, AND RESPONSIBILITIES RELATED TO LAND USE PLANNING AND RESOURCE MANAGEMENT OF MCGREGOR RANGE

I. PURPOSE

This Memorandum of Agreement (MOU) establishes the basic principles and responsibilities of the Department of the Interior, Bureau of Land Management (BLM) and Department of the Army, Fort Bliss (Ft Bliss) for implementation of BLM's 1990 Resource Management Plan for the McGregor Range (Range) as mandated by Public Law 99-606. The plan was developed by BLM in consultation with Ft Bliss.

II. AUTHORITIES

Public Law 99-606, Military Lands Withdrawal Act of 1986
National Environmental Policy Act (P.L. 91-90, 42 U.S.C. Section 4321 et seq.).
Federal Land Policy and Management Act (P.L. 94-579, 43 U.S.C. Section 1701 et seq.).

III. PROCEDURES

A. GENERAL OPERATING PRINCIPLES

BLM will recognize Ft Bliss missions have priority of use on the Range and will secure Ft Bliss concurrence before authorizing any nonmilitary uses. At all times, the Army, through Fort Bliss,

reserves the right to close any or all of McGregor Range in accordance with Section 3(b), Public Law 99-606.

1. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

Both agencies are responsible for complying with the NEPA of 1969. As a part of the environmental assessment process, each Agency shall provide the other Agency the opportunity to comment on all proposed actions on the Range that require an environmental assessment or environmental statement.

2. COMMENT

When one Agency requests the review and comment by the other Agency, the requesting Agency will state a requested time period for review, depending on the urgency of the action. Upon receipt of a review request, the reviewing Agency will make every effort possible to meet the other's requested time frame.

3. ACCESS

a. BLM ACCESS TO THE RANGE. BLM employees may have access to portions of the Range that are not hazardous. To avoid interference with Ft Bliss missions and to ensure safety, BLM employees will call the Range Commander or his designee for a clearance. Prior to entry into a hazardous area, BLM employees will notify the Range Commander to make escort and other safety arrangements.

b. PUBLIC ACCESS TO THE RANGE. With the exception of State Road 506 and associated County Roads F052, F037, and E001 north of 506, when not closed by the military, the Range is closed to public use except for authorized activities.

BLM will serve as the processing agency and lead agency for public use of the withdrawn public land on the Range. BLM will provide a description of the activity to the Range Commander, the installation commander's designee for range activities for Ft Bliss. No authorizations will be granted by BLM if Ft Bliss determines they conflict with Ft Bliss use of the Range. Providing the activity is approved, the BLM will require authorized users to comply with Ft Bliss security and safety procedures and regulations when gaining access to the range.

4. MILITARY USE OF THE RANGE. The Range Commander or the appointed representative will serve as BLM's primary point

of contact for coordination involving military use of the Range. It is understood that the military has primary authority of the Range. It is understood that the BLM has managerial responsibilities for the public uses as enumerated in Public Law 99-606 of the withdrawn land, but that the daily uses are subordinate to military missions and uses of the Range.

5. INCOME RECEIVED FROM PUBLIC USE OF THE RANGE. When BLM receives income from the use of the Range, the income will be placed in a fund which can be drawn upon for management of the Range unless otherwise directed by law.

When BLM authorizes an activity that will occur on both withdrawn public land and Army fee-owned land, cost of administration will be allocated to BLM from the Army fee-owned land portion. Ft Bliss will be provided the opportunity to direct the use of the net income in proportion to the amount of income generated from Army fee-owned land for the specific activity that generated the funds.

6. REAL PROPERTY. Within two years, jointly the agencies will develop an inventory of real property (rangeland improvements, buildings, and structures) on the grazing area of the Range. The inventory will identify Army property, BLM property, and jointly owned property. In cases where no records are available showing the ownership of the real property, ownership will be determined by the Ft Bliss Real Property Management Branch and the Area Manager. Unless otherwise agreed to, Ft Bliss will be responsible for the maintenance of its real property and BLM will be responsible for maintenance of its real property irrespective of the location.

In cases where rangeland improvements, buildings, and structures are no longer useable or beyond repair, they may be removed or reconstructed with mutual concurrence unless otherwise directed by law or regulations.

B. SPECIFIC ACTIVITY COORDINATION

1. LANDS

a. BLM RESPONSIBILITIES. BLM will be the lead agency for NEPA compliance for proposed projects that involve both withdrawn public land and Army fee-owned land that meet the criteria for the designation of lead agency defined in Council of Environmental Quality (CEQ) Regulation 1505.1. The BLM will issue all public demand nonmilitary leases, easements, rights-of-way, and other land use authorizations on withdrawn public land. (Nonmilitary is defined as projects that are not owned by the

U.S. Government, not under administration or under contract to, a military agency.) The BLM will send a copy of the land use application to the Ft Bliss Real Property Management Branch for a review and concurrence of the proposed action.

b. FT BLISS RESPONSIBILITIES. Ft Bliss will review all land use applications submitted by BLM and determine if the applications conflict with military uses of, and responsibilities to, the Range.

Ft Bliss will issue all land use authorizations needed on or across Army fee-owned land.

2. MINERALS

a. SALABLE MINERALS (sand, gravel, fill dirt, borrow, caliche, and building stone).

(1) BLM RESPONSIBILITIES. The BLM is responsible for authorizing and managing salable materials for the Range, but all activities will be with the concurrence of Ft Bliss. Sales will be limited to those areas that are identified in the Proposed Resource Management Plan Amendment/Final EIS for McGregor Range, May 19, 1989, page 3 (hereinafter referred to as BLM's Proposed 1989 Resource Management Plan). Upon receiving an application for materials, BLM will provide the Ft Bliss Real Property Management Branch, a description of the proposal and request Ft Bliss review for consistency with military missions and public safety. If Ft Bliss does not concur with the application, BLM will not authorize or approve such a request.

(2) FT BLISS RESPONSIBILITIES. Ft Bliss will review applications for consistency with military missions, safety, and security requirements. Upon completion of the review and concurrence with Ft Bliss, Ft Bliss, will notify BLM if it concurs with the application and provide stipulations or modifications required.

b. LEASABLE MINERALS

(1) BLM RESPONSIBILITIES. The BLM will manage the oil and gas, and geothermal programs for the Range. Oil and gas, and geothermal programs will be limited to those areas identified as suitable in BLM's Proposed 1989 Resource Management Plan. Prior to offering a parcel or parcels for lease, BLM will provide Ft Bliss Real Property Management Branch a description of each parcel and request the appropriate surface management stipulations. The description of each parcel will include a real estate map showing range, township, and section(s).

Prior to processing pre-lease notices/permits or lease operations, BLM, in consultation with Ft Bliss and applicants, will schedule a field examination for each action.

In concurrence with Ft Bliss, BLM will determine every five years which land on the Range is suitable for opening. If areas are found to be suitable for opening to leasable minerals, BLM will comply with Section 12 of Public Law 99-606.

(2) FT BLISS RESPONSIBILITIES. Ft Bliss, through the Albuquerque District, Corps of Engineers, will provide stipulations to BLM for oil and gas, geothermal exploration and leasing operations. Ft Bliss will notify BLM of changes in security and safety requirements. Ft Bliss will assist BLM with inspection and enforcement and field examinations access, times of entry, and safety and security requirements. Additional administrative costs if necessary will be paid by BLM or the lessee.

Every five years, Ft Bliss will review military programs and determine which areas would be compatible with opening for leasable minerals.

c. LOCATABLE MINERALS

(1) BLM RESPONSIBILITIES. The BLM will conduct inventories for locatable minerals. In concurrence with Ft Bliss, BLM will determine every five years which land on the Range is suitable for opening for locatable minerals. If areas are found to be suitable for opening, BLM will comply with Section 12 of Public Law 99-606.

(2) FT BLISS RESPONSIBILITIES. Every five years, Ft Bliss will review military programs and determine which areas would be compatible for locatable minerals.

3. VEGETATION MANAGEMENT

a. BLM RESPONSIBILITIES. BLM will be responsible for vegetation on the withdrawn public land on the Range and will coordinate management with Ft Bliss. The special status species section of this MOU discusses management of special status plant species.

The BLM will be the lead agency for management of the Black Grama Area of Critical Environmental Concern (ACEC), sales of plant products, and prescribed burns. The actions will be limited to those areas identified in BLM's Proposed 1989 Resource Management Plan. Prior to authorizing activities, BLM will provide Ft Bliss with a description of the proposal and

request a Ft Bliss review for compatibilty with military missions, security, and safety. If Ft Bliss does not concur, BLM will not authorize such an activity. Administrative costs will be paid by BLM or the contractor/lessee.

The ACEC will be managed according to the existing cooperative agreement between the BLM, Ft Bliss, and New Mexico State University.

The BLM will be responsible for monitoring vegetation conditions on withdrawn public land and may assist on Army fee-owned land on the Range. The BLM will develop and implement a monitoring plan in consultation with Ft Bliss. BLM will coordinate monitoring methodology and results with Ft Bliss Environmental Management Office so that 1) data can be collected, if possible, in a way usable in natural resources/NEPA programs; and 2) monitoring activities are not duplicated by both agencies.

b. FT BLISS RESPONSIBILITIES. Ft Bliss will be responsible for vegetation management on Army fee-owned land.

Ft Bliss will review BLM proposals for vegetation management for consistency with military missions, safety, and security requirements. Upon completion of the review, Ft Bliss will notify BLM if Ft Bliss concurs with the proposal and provide stipulation or modifications.

4. RANGELAND MANAGEMENT

a. LIVESTOCK GRAZING

(1) BLM RESPONSIBILITIES. The BLM is responsible for management of the livestock grazing program on the Range and will continue the existing livestock grazing program on McGregor Range. Livestock grazing will be limited to the grazing area identified in the Draft White Sands Resource Management Plan and EIS, McGregor Range, September 88, page 3-15 and map 3-4, incorporated in BLM's Proposed 1989 Resource Management Plan.

Livestock grazing levels will be established annually and based on the principles of multiple use and sustained yield. BLM will continue to utilize the existing stipulations as needed by Ft Bliss and if changes are proposed, they will be coordinated with Ft Bliss. The current stipulations are attached as Appendix A.

Livestock use will be authorized through contracts and based on competitive bidding at public auction. Minimum bids will be established as a result of feasibility cost studies which will

determine the cost for continuing operation of the grazing program. The contracts will contain the terms and conditions as necessary to meet the requirements of BLM's Proposed 1989 Resource Management Plan and Ft Bliss requirements.

The revenues from livestock grazing contracts will be placed in a special account and generally be used for the management of the livestock grazing program which includes all administrative costs, construction, and maintenance of rangeland improvements. Ft Bliss will be provided the opportunity to direct expenditure of 10 percent of the revenues based on 10 percent Army fee-owned land within the withdrawn area. However, BLM may use a portion of the 10 percent revenue, with Army concurrence, for maintenance of rangeland improvements that are owned by Ft Bliss and where BLM has accepted maintenance responsibility. BLM will provide Ft Bliss an annual accounting of the revenues and expenditures generated from the livestock contracts.

BLM will ensure grazing use will be limited to cattle and horses and is responsible for livestock trespass abatement in nonimpact areas.

The BLM will keep Ft Bliss Provost Marshal's Office and Range Commander informed as to the name and address of each grazing contractor and will ensure the grazing contractors comply with Ft Bliss security and safety requirements.

(2) FT BLISS RESPONSIBILITIES. The Range Commander is responsible for issuing appropriate passes for grazing contractors. Additionally, Ft Bliss will provide firing schedules to BLM and a check out system to ensure grazing contractors comply with Ft Bliss security and safety requirements.

Ft Bliss will gather and remove livestock from impact areas at the request of BLM or for trespass abatement.

b. RANGELAND IMPROVEMENTS

(1) BLM RESPONSIBILITIES. The BLM will be responsible for the construction and maintenance of livestock control fences within and bordering the livestock grazing area with the exception of fences in impact areas.

The BLM will be responsible for providing livestock and wildlife water on the Range in concurrence with Ft Bliss. The primary source of water for the wildlife will be the Ft Bliss owned water rights out of the Sacramento River and Carrizo Spring. The Army, in cooperation with BLM, will retain and exercise complete

control of distribution and use of allocated water rights from the Sacramento River and Carrizo Spring. It is understood by both parties that the use of the water is for the benefit of wildlife.

The BLM has maintenance and construction responsibility to maintain and improve pipelines, tanks, tubs, wells, windmills, wildlife waters, etc, necessary to provide for wildlife and rangeland management. Prior to the construction of new rangeland improvements, maintenance of Ft Bliss owned improvements, or changes that affect water resources on the Range, BLM will submit the construction or maintenance plans and specifications to the Range Commander for concurrence.

(2) FT BLISS RESPONSIBILITIES. Ft Bliss will control construction and maintenance of rangeland improvements in impact and military use areas. Ft Bliss will construct and maintain firebreaks on those parts of the McGregor Range boundary which enclose land upon which grazing use will be authorized and at such other locations as may be determined to be necessary by Ft Bliss.

Firebreaks will usually be maintained contiguous with perimeter fences.

Personnel of Ft Bliss, in pursuit of their official functions, or other authorized purposes, will continue to have unlimited access to the land covered by this agreement. Ft Bliss may open gates and, if necessary, lower fences in order to accomplish missions or duties. However, Ft Bliss will leave gates as found (open or closed) and reposition any fences lowered, but Ft Bliss assumes no responsibility with a third party should gates not be left as found or should fences not be re-positioned. If routine utilization and/or modification of rangeland improvements are needed to accomplish military operations, Ft Bliss will coordinate with BLM, in advance when possible and practicable.

The Range Commander will review BLM's rangeland inprovement plans on withdrawn land for consistency with military missions, safety, security requirements, and for approval. Upon completion of the review, Ft Bliss will notify BLM if Ft Bliss concurs with the proposal and provide stipulations or modifications it requires.

5. WILDLIFE

a. GAME SPECIES POPULATION MANAGEMENT

(1) BLM RESPONSIBILITIES. BLM recognizes New Mexico Department of Game and Fish (NMDGF) as the agency

responsible for game species population management on all land on the Range.

BLM will be the lead agency in coordination of all recommendations with NMDGF on matters concerning wildlife population management as they affect BLM resource management and protection of wildlife on withdrawn public land on the Range.

Prior to making a recommendation to the NMDGF on game species population management, BLM will consult with Ft Bliss to coordinate respective management objectives for withdrawn public land and Army fee-owned land to ensure its activities are consistent with military missions, safety and security requirements.

(2) FT BLISS RESPONSIBILITIES. Ft Bliss recognizes NMDGF as the agency responsible for game species population management on all land on the Range.

Prior to making a recommendation to the NMDGF on game species population management, Ft Bliss will consult with BLM to coordinate respective management objectives for Army fee-owned land and withdrawn public land.

b. HABITAT MANAGEMENT.

(1) BLM RESPONSIBILITIES. The BLM will be responsible for wildlife habitat management on withdrawn public land and will coordinate such monitoring on Army fee-owned land.

The BLM will establish and conduct wildlife habitat management activities in accordance with BLM planning decisions, applicable laws and regulations.

The BLM will coordinate all habitat management activities with the Range Commander for consistency with military missions, safety and security requirements to obtain Ft Bliss concurrence.

The BLM is responsible for monitoring wildlife and wildlife habitat on withdrawn public land. BLM may conduct such activity on Army fee-owned land with the concurrence of the Range Commander. The BLM will develop and implement a monitoring plan in coordination with Ft Bliss. The monitoring studies would include coordination with Ft Bliss for annual field trips, flights, use of approved aerial photography, and Ft Bliss objectives for Army fee-owned land. BLM will coordinate monitoring, methodology and results with Ft Bliss Environmental Management Office so that, when possible, data can be collected in a way usable in Ft Bliss Natural Resources/NEPA Programs. The

objective of both agencies is to avoid duplicating each other's efforts.

(2) FT BLISS RESPONSIBILITIES. Ft Bliss will be responsible for wildlife habitat management on Army fee-owned land to the extent of resource availability.

Ft Bliss will establish and conduct wildlife habitat management activities in accordance with applicable laws and regulations.

Ft Bliss will coordinate all habitat management activities with BLM to ensure harmony in management direction for the Range as a whole.

c. SPECIAL STATUS SPECIES MANAGEMENT

(1) BLM RESPONSIBILITIES. The BLM will be responsible for compliance with the Federal and State laws affecting endangered, threatened, candidate or sensitive plants and animals with regard to all actions on withdrawn public land.

The BLM will also manage federal candidate and proposed species, state-listed species, and BLM sensitive species on withdrawn public land according to BLM policy.

The BLM will be responsible for implementation of recovery plans on withdrawn public land on the Range. Prior to implementation of recovery plans, BLM will request concurrence from the Range Commander to ensure consistency with military missions, safety, and security requirements.

The BLM will provide Ft Bliss data on inventories, consultation proceedings, and other information with regard to special status species on McGregor Range.

(2) FT BLISS RESPONSIBILITIES. Ft Bliss will be responsible for compliance with the Endangered Species Act and New Mexico endangered plant and animal laws with regard to its actions on withdrawn public land and for Army fee-owned land on the Range.

Ft Bliss will be responsible for implementation of recovery plans on Army fee-owned land on the Range. Prior to implementation of recovery plans, Ft Bliss will coordinate with BLM to ensure consistent management direction for the Range.

Where possible and practicable, Ft Bliss will support BLM management programs for federal candidate, proposed, state-listed, and BLM sensitive species on the Range.

Ft Bliss will provide BLM data on inventories, consultation proceedings, and other information with regard to special status species on the Range.

d. SIKES ACT STAMP PROGRAM

A Sikes Act Stamp Program will be established under Section 1 (military reservations) of the Sikes Act as amended (16 U.S.C. Title 670). Stamp fees and program specifics will be set by an additional Memorandum of Agreement between NMDGF, Ft Bliss, and BLM.

e. ANIMAL DAMAGE CONTROL

(1) BLM RESPONSIBILITIES. The BLM will be responsible for authorizing animal damage control (ADC) activities on withdrawn public land and Army fee-owned land.

Each year when the New Mexico ADC Program presents BLM with a proposed district wide ADC Plan, BLM will provide the Range Commander an opportunity to review and approve the draft to coordinate respective management objectives for withdrawn public land, Army fee-owned land, and to ensure consistency with military missions, safety, and security requirements prior to approval. The BLM will be responsible for monitoring predator populations, and other potentially damaging species as required by BLM planning decisions.

Requests from grazing contractors for ADC will be handled by the New Mexico ADC Program. Routine requests for control work received by ADC from the grazing contractors will be incorporated into the annual ADC plan. Requests for emergency control work received by ADC from the grazing contractors will be authorized by BLM on a case-by-case basis.

(2) FT BLISS RESPONSIBILITIES. Ft Bliss will review and comment on the draft district ADC plan for consistency with military missions, safety, and security requirements.

Ft Bliss will request ADC activities needed (except in the vicinity of military structures) on withdrawn public land through BLM prior to development of the district ADC plan. Ft Bliss will coordinate all Army initiated ADC activities on Army fee-owned land with the BLM to ensure consistent management direction for the Range.

6. CULTURAL RESOURCES:

a. The term "cultural resources" is understood to

have the same meaning as the term "historic resources" used in the Historic Preservation Act and in its implementing regulation 36 C.F.R. Section 800.

b. BLM's RESPONSIBILITIES:

(1) The BLM will comply with Section 106 of the Historic Preservation Act and 36 C.F.R. Section 800 for undertakings for which the BLM or third parties are the proponent.

(2) The BLM will be the lead agency for permits required by the Archaeological Resources Protection Act (ARPA) for survey, research, excavation, data recovery, and other cultural resources projects for which the BLM is the proponent and for all third party activities on withdrawn public lands.

(3) The BLM will mitigate the effects caused to cultural resources for activities conducted under BLM's administration.

(4) The BLM may be a consulting party in military undertakings involving cultural resources on withdrawn public lands. The BLM and Ft Bliss jointly will identify classes of undertakings for which the BLM will be a consulting party.

(5) Upon request, the BLM will provide Ft Bliss with draft, review copies of research proposals, survey and other field project reports, and with the results of analytical studies for which the BLM is the proponent. Additionally, the BLM will provide Ft Bliss with final copies of such proposals, reports, and studies.

(6) The BLM will meet with Ft Bliss on an annual basis, or more frequently as appropriate, to share information about planned cultural resources projects. Other topics to be discussed will include means to:

(a) Standardize field survey, recording techniques, and artifact classification criteria and codes to the maximum practical extent.

(b) Identify ways to make site and artifact file data compatible for interagency use to the maximum practical extent.

(c) Develop procedures to permit review of the design(s) of cultural resources projects and to incorporate

Ft Bliss analytical needs into those designs to the maximum practical extent.

c. FT BLISS RESPONSIBILITIES:

(1) Ft Bliss will comply with Section 106 of the Historic Preservation Act and 36 C.F.R. Section 800 for those undertakings for which the military is the proponent.

(2) Ft Bliss will be the lead agency for permits required by the Archaeological Resources Protection Act (ARPA) for survey, for research/excavation/data recovery, and for other cultural resources for which the military is the proponent on withdrawn public lands and all activities on Army fee-owned land.

(3) Ft Bliss will mitigate the effects caused to historic resources by military activities.

(4) Ft Bliss may be a consulting party in the BLM's undertakings involving cultural resources. Ft Bliss and the BLM jointly will identify classes of undertakings for which Ft Bliss will be a consulting party.

(5) Upon request, Ft Bliss will provide the BLM with draft, review copies of research proposals, survey and other field project reports, and with the results of analytical studies for which Ft Bliss is the proponent. Additionally, Ft Bliss will provide the BLM with final copies of such proposals, reports, and studies.

(6) Ft Bliss will meet with the BLM on an annual basis, or more frequently as appropriate, to share information about planned cultural resources projects. Other topics to be discussed include means to:

(a) Standardize field survey, recording techniques, and artifact classification criteria and codes to the maximum practical extent.

(b) Identify ways to make site and artifact file data compatible for interagency use to the maximum practical extent.

(c) Develop procedures to permit review of the design(s) of cultural resources projects and to incorporate BLM's analytical needs into those designs to the maximum practical extent.

7. RECREATION

a. GENERAL

(1) BLM RESPONSIBILITIES. The BLM is responsible for managing recreational use of the withdrawn public land on the Range.

Prior to authorizing a recreational use on the Range, BLM will provide the Range Commander with a description of the proposed action for review for consistency with military missions, safety, and security requirements, and obtain Ft Bliss concurrence.

The BLM will be responsible for developing a sign location plan and information plan that will provide the public reasonable information on locations and restrictions. Prior to approval of the plan, BLM will provide the Range Comander with a draft for approval so that the plan will be consistent with military missions, safety, and security requirements.

The BLM will limit recreational vehicle use on withdrawn public land to designated roads and trails. BLM will identify designated roads on a case-by-case basis with Ft Bliss concurrence. The designation will consider the need for access for the activity involved.

(2) FT BLISS RESPONSIBILITES. Ft Bliss will be responsible for establishing a safety and security program needed to provide for military security and public safety.

Ft Bliss will install and maintain signs for areas that are hazardous because of unexploded ordnance.

b. HUNTING

(1) BLM RESPONSIBILITIES. The BLM will be responsible for managing the recreational use of the Range by hunters in accordance with the Rescource Management Plan requirements. Each year BLM, in concurrence with the Range Commander and the NMDGF, will develop a McGregor Range hunting plan that will prescribe proposed recreational use of the Range by hunters. The plan shall be consistent with guidelines from the BLM's 1989 Proposed Resource Management Plan, recreation management capability of the agencies, multiple use mandates, and natural resource management objectives. Prior to approval of the plan, BLM will provide the Range Commander with a draft for review for consistency with military missions, safety, and security requirements. If the plan is not consistent with military missions, safety, and security, then BLM will not adopt

it as its hunting plan and will then so modify the plan to make it consistent with military missions.

(2) FT BLISS RESPONSIBILITIES. Ft Bliss will be responsible for providing BLM with information concerning the Ft Bliss Safety and Security Program prior to BLM approval of the Annual Hunting Plan. Hazardous areas and those areas that the public are not allowed to enter will be identified on maps. This in no way affects the Range Commander's right to later deny access to an area that has become a hazardous area.

8. WILDERNESS STUDY AREA MANAGEMENT

a. BLM RESPONSIBILITIES. The BLM will manage the Culp Canyon Wilderness Study Area (WSA) under the Interim Management Policy and Guidelines Under Wilderness Review (1987) until the area is either added to the National Wilderness Preservation System or removed from further wilderness consideration.

b. FT BLISS RESPONSIBILITIES. Ft Bliss will be responsible for compliance with the Interim Management Policy and Guidelines for Lands Under Wilderness Review (1987) until area is either added to the National Wilderness Preservation System or removed from further wilderness consideration.

Ft Bliss will generally limit surface use of the WSA to ground forces military maneuvers. All military activities which cause impairment to wilderness values will require reclamation prior to September 30, 1990. All vehicles should utilize existing vehicle ways. Ft Bliss will notify the Las Cruces District Manager 30 days prior to conducting any activities within the WSA whenever possible or immediately following the activity.

9. WATERSHED

a. BLM RESPONSIBILITIES. The BLM will be responsible for management of watershed resources on withdrawn public land on the Range. The BLM will develop and implement a monitoring plan in coordination with Ft Bliss. Monitoring studies for watershed will be conducted on withdrawn public land over the entire McGregor Range in coordination and concurrence with Ft Bliss. The monitoring studies will include coordination with Ft Bliss for annual field trips and use of approved ground and aerial photography.

The BLM will cooperatively develop and implement watershed management plans for the Grapevine, El Paso Canyon, and Cockleburr Watershed areas. Prior to approval of the watershed management plans, BLM will provide Ft Bliss with a draft for

concurrence for consistency with Army fee-owned land management objectives, military missions, safety, and security requirements.

b. FT BLISS RESPONSIBILITIES. Fort Bliss will be responsible for the management of watershed resources on Army fee-owned land.

10. FIRE

a. BLM RESPONSIBILITIES. The BLM will be responsible for monitoring and suppressing all nonmilitary fires on withdrawn public land and Army fee-owned land.

The BLM will initiate the most cost effective suppression or modified suppression tactics available on all nonmilitary fires except those designated as impact or military use areas.

Upon receiving a report of a fire and prior to beginning suppression actions, BLM will notify the Ft Bliss Fire Chief to establish fire control responsibility and hazards that may restrict control measures.

Agency jurisdiction will be assigned upon determining the ignition source. The BLM may initiate aerial suppression (air tanker/helicopter drops) on those military fires deemed threatening to life upon completion of an escaped fire analysis and coordination with the Ft Bliss Fire Chief. The BLM may, at its own expense, initiate aerial suppression on the military fires which are not deemed threatening to life.

The BLM will notify the Ft Bliss Fire Chief of its suppression actions within 24 hours of suppression actions being taken on the Range. Such notification will include when possible, but not be limited to, the following:

Date and time of action
Location and size of fire
Type and extent of suppression activities
Resources/structures damaged (if any)

1. Facilities
2. Structures (livestock, wildlife, or cultural)
3. Private or State property
4. Cultural resources
5. Livestock
6. Endangered species/habitat
7. Critical natural resource area

The BLM may use prescribed burning to improve rangeland condition and wildfire habitat on areas identified in the BLM's 1989

Proposed Resource Management Plan. The prescribed burn plans will meet all required BLM formats and regulations. Prior to approval of the plans, BLM will provide Ft Bliss Real Property Management Branch, for staffing to appropriate Ft Bliss activities) with a draft for concurrence for consistency with Army fee-owned land management objectives, military missions, safety, and security requirements.

b. FT BLISS RESPONSIBILITIES. Ft Bliss will have responsibility for suppressing and monitoring fires caused by military activities on withdrawn public land and Army fee-owned land.

Ft Bliss will serve as lead agency for monitoring or suppressing all fires in the impact and military use areas. Each year Ft Bliss will update BLM of the hazardous areas at the annual coordination meetings.

Ft Bliss will initiate suppression or modified suppression (monitoring) tactics on all fires caused by military actions on McGregor Range.

Consistent with P.L. 99-606, Section 3(d) Ft Bliss will request a transfer of funds from the Department of Army to the Bureau of Land Management as compensation for assistance on fire suppression actions of fires that resulted from a military activity.

Upon receiving a report of a fire, the Ft Bliss Fire Chief will notify the BLM of the fire. The Fire Chief will provide BLM with as much information as available at that time and of its suppression actions. Within 24 hours of suppression actions being taken on the Range, the Fire Chief will provide additional information if available. Such final report will include, when possible, but not be limited to, the following:

Date and time of report
Location and size of fire
Type and extent of suppression activities
Resources/Structures damaged (if any)

1. Facilities
2. Structures (livestock, wildlife or cultural)
3. Private or State property
4. Cultural resources
5. Livestock
6. Endangered species/habitat
7. Critical natural resource area

11. LAW ENFORCEMENT.

a. BLM RESPONSIBILITIES. The BLM will be responsible for enforcement of the federal laws that pertain to the use, management, and development of withdrawn public land on the Range.

Law enforcement personnel may exercise their enforcement authority over nonmilitary activities within the Range to the extent that such activities are consistent with BLM's 1989 Proposed Resource Management Plan. The BLM will exercise its enforcement authority over military personnel on the Range in coordination with the Provost Marshal's Office.

After BLM takes enforcement action on the Range, it will notify the Ft Bliss Provost Marshal's Office.

BLM will notify the Ft Bliss Provost Marshal's Office if persons are found on the Range with Ft Bliss authorizations but not conducting authorized activities.

b. FT BLISS RESPONSIBILITIES. Ft Bliss will be responsible for enforcing laws pertaining to military activities, public safety, and security on the Range.

Ft Bliss will notify the BLM if persons not on a military mission are found causing resource damage.

12. ROADS

a. BLM RESPONSIBILITIES. The BLM will share road maintenance responsibilities with Ft Bliss. Roads will be maintained to a standard that is consistent with levels of use, environmental factors, safety requirements, level of funding, and resource conditions.

The BLM will develop a road plan for the Range in consultation with the Range Commander. The plan will specify agency responsibilities for maintenance and maintenance standards. Prior to approval of the plan by Ft Bliss, BLM will provide the Range Commander with a draft for review for consistency with military missions, safety, security requirements, and Army fee-owned land management objectives.

b. FT BLISS RESPONSIBILITIES. Ft Bliss will share road maintenance responsibilities. Roads will be maintained to the standard that is consistent with levels of use, environmental factors, safety requirements, level of funding, and resource conditions.

Ft Bliss will assist in the development of a Road Plan for the Range.

IV. GENERAL PROVISIONS

A. TERMS OF AGREEMENT. The need for this MOU is expected to continue for 15 years from the date of enactment of the Military Lands Withdrawal Act of 1986 (November 6, 1986 until November 6, 2001). At the end of this period, the MOU will expire, unless it is cancelled or renewed before then.

B. DEFINITIONS.

1. CONCURRENCE. As utilized in this MOU, concurrence is the agreement of the other party involved. If there is no such agreement then no authorization can be given for such activity.

2. NONMILITARY USE. As utilized in this MOU, a nonmilitary use of the range is one which is an activity, not under administration of, or under contract to, a military agency.

3. RANGE COMMANDER. Wherever Range Commander is used in this MOU, Range Commander serves as the installation commander's designee and primary point of contact.

C. PERIODIC REVIEW. In addition to the reviews required under Section 12 of Public Law 99-606, the participants will review this MOU at least once every five years to determine its adequacy, effectiveness, and need for updating.

D. AMENDMENTS. Either participant may propose changes to this MOU during its term. Any change will be in the form of an amendment and will not take effect until both participants have agreed and signed the amendment. Any amendment must be within the framework of Public Law 99-606.

E. RENEWAL. Section 8(a) paragraphs (1) and (2) and Section 5(b) of Public Law 99-606 establish guidelines for renewal and continued use of the withdrawal as follows:

No later than three years prior to the termination of the withdrawal, Ft Bliss shall advise the BLM as to whether Ft Bliss will have a continuing military need for any of the land withdrawn after the termination date.

- If Ft Bliss concludes that there will be a continuing military need for any such land after the termination date, Ft Bliss shall

file an application for extension of the withdrawal and reservation of such needed land in accordance with regulations and procedures of the Department of the Interior applicable to the extension of withdrawal of land for military uses.

- No later than 12 years after the date of enactment of Public Law 99-606, Ft Bliss shall publish a draft Environmental Impact Statement (EIS) concerning continued or renewed withdrawal of any portion of the land withdrawn on the Range for which Ft Bliss intends to seek such continued or renewed withdrawal. Section 5(b) (1) of Public Law 99-606 establishes the guidelines for preparation of the EIS.

F. CANCELLATIONS. Section 8(2)(3) of Public Law 99-606 establishes guidelines for cancellation or relinquishment of the withdrawal as follows:

- If during the period of withdrawal and reservation, Ft Bliss decides to relinquish any or all of the land withdrawn and reserved by Public Law 99-606, Ft Bliss shall file a notice of intention to relinquish with the BLM following the procedures set forth in Section 8(b) through (f) of Public Law 99-606.

- In addition to the above, Section 12(e) of Public Law 99-606 provides that in the event of a national emergency or for purpose of national defense or security, the BLM at the request of Ft Bliss, shall close any land that has been opened to mining or to mineral or geothermal leasing. If the closure becomes necessary, a determination of the effect on any ongoing operations will be made at that time.

G. DECONTAMINATION. Decontamination of withdrawn public land on the Range will be in accordance with Section 7 and 8 of Public Law 99-606.

H. MEETINGS AND COORDINATION. The agencies shall meet at least annually prior to August 1 to review the MOU and expected issues. The meeting host shall alternate between the agencies.

The topics discussed at the meeting should include:

1. Enforcement issues
2. Fire
3. NEPA documents
4. BLM activities planned for next period
5. Army activities planned for next period
6. Setting hunting and recreation dates
7. Cultural resource reports during past period
8. Problems

9. Monitoring
10. Budget/accounting
11. Natural resources management projects
12. Water/water management/water monitoring

I. EFFECT ON OTHER MOU'S. Unless a specific provision of an existing MOU is specifically superseded by any part of this MOU, the remaining terms of the MOU's are still in effect until that MOU is wholly superseded. These MOU's are dynamic documents and both parties agree to work together to reach new updated MOU's.

- WO-19 MOU between the Departments of the Interior and Army dated September 9, 1966, which provides co-use grazing on the Range, New Mexico.

- NMSO-30 MOU dated July 22, 1976, on the proposed agreed upon changes to the MOU between the Departments of Interior and Army to provide for co-use grazing on the Range, New Mexico.

- NMSO-36 MOU signed in October 1972, is a Cooperative Plan Agreement for conservation and development of fish and wildlife resources on the Range (Ft Bliss) between BLM, Ft Bliss, New Mexico Department of Game and Fish and Wildlife Service. Also includes the July 22, 1976 MOU between BLM and Ft Bliss on proposed changes to the October 1972 MOU.

In order to fully implement the MOU required by Public Law 99-606 between BLM and Ft Bliss, it is anticipated that additional MOU'S will be required to implement specific resource management programs on the Range. Both BLM and Ft Bliss will sign these MOU'S along with the cooperating agency(ies).

J. PRINCIPAL CONTACTS

- BLM Caballo Resource Area Manager, (505) 525-8228, 1800 Marquess, Las Cruces, NM 88005

- Ft Bliss McGregor Range Commander, (915) 569-9206, ATZC-B-CO, Ft Bliss 79916-7400

K. DISPUTE RESOLUTION. In any and all disputes, the participants in this MOU shall exercise good faith and shall endeavor to resolve all problems amicably and quickly. In the event of any unresolved conflicts the next higher agency/headquarters shall attempt resolution. Final resolution rests with the Secretary of Interior and Secretary of Army.

L. RESERVATION OF RIGHTS. This MOU does not waive any rights or responsibilities the BLM or Ft Bliss may have except as provided by this MOU.

M. BINDING EFFECTS. This MOU is binding on BLM and Ft Bliss and their agents, successors, and assigns.

N. NONDISCRIMINATION. During the performance of this MOU, participants agree to abide by the terms of Executive Order 11246 and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to race, color, religion, sex or national origin.

O. OFFICIALS. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this MOU if made with a corporation for its general benefit.

P. EFFECTIVE DATE. This MOU shall take effect on the date when all parties have signed and will continue until November 6, 2001, unless terminated as described in Section E of this MOU.

APPROVED:

By _____ Date 2-22-90
Larry L. Woodard
State Director, New Mexico
Bureau of Land Management

APPROVED:

By _____ Date _____

Colonel, U.S. Army
Chief of Staff

APPROV

By _____ Date 3-1-90
Donald N. Satz
Chief, Real Estate Division
Albuquerque District, Corp of Engineers
Albuquerque, New Mexico

APPENDIX A

MCGREGOR RANGE GRAZING
TERMS AND CONDITIONS

The following are made a part of this invitation and of the contract and are fully binding on the successful bidder.

Bidding Grazing Contracts and Payment

1. An individual may bid on and be awarded more than one grazing unit. If a bidder bids high on more than one unit and wishes to default; i.e., decline to graze the unit, he may do so on the date of sale; however, the Terms and Conditions in No. 4 below shall apply.

BLM reserves the right to reject any or all bids or to withdraw any unit from consideration.

2. Successful bidders will be required to furnish a deposit of 15 percent of total bid price of each unit successfully bid on at the conclusion of the bidding. Personal checks will be acceptable.

3. The successful bidder will be required to furnish, within 10 days from the date of sale, acceptable surety in the amount of 20 percent of the total bid/bids as a guarantee of faithful performance under the terms of the contract. The performance bond or bonds may be: bond of a corporate surety shown on the approved list of the U.S. Treasury Department and executed on approved standard form, cash, cashiers check, money order, certified. The bond or bonds will be released following an inspection of the unit at the termination of the grazing period.

4. Failure of a bidder to furnish required bonds or other acceptable surety will result in forfeiture to the BLM, as liquidated damages, the deposit submitted at the bidding. The award of grazing use will be made to the next highest bidder.

5. If the bidder is a group, association, or corporation, evidence of the authority of the individual signing for the group must accompany the deposit. Failure to include this evidence of authority will result in disqualification of the bid.

6. Payment for grazing use will be made in full by cash, certified check, cashier's check, personal check, or postal money order payable to the BLM within 10 days from receipt of the notice of award.

The full use of purchased AUMs is the sole responsibility of the successful bidder. Refunds for unused AUMs will not be made, except in cases where the loss is required by the Bureau of Land Management (BLM).

7. The purchaser, on the performance of the contract, will not discrimintae against any employee or applicant for employment because of sex, age, race, creed, or national orgin.

8. If the purchaser should default in the performance or observance of any of the terms, conditions, or stipulations contained in the contract and attachments, then the BLM may terminate the contract and the rental paid will be considered as liquidated damages.

9. The purchaser may not assign any contract or any interest therein without the written approval of the Authorized Officer. An assignment shall contain all the terms and conditions agreed upon by the parties thereto. No extension of grazing use period or increase in set numbers of livestock will be approved if an assignment of a grazing contract is approved.

10. Only cattle that are owned or controled by the purchaser will be authorized on the Range. All brands used on the livestock must be recorded with BLM.

11. Convenant against contingent fees: The purchaser warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide agencies maintained by the purchaser for the purpose of securing business.

COORDINATION WITH FT. BLISS

The primary use of the McGregor Range is for the use of the military to carry out missions. A secondary use of certain portions of the Range is livestock grazing. Grazing contracts will not prevent Ft. Bliss from establishing launching sites, erecting fire towers, radar sites, or other similar construction and fencing of same when required by any military actions.

Personnel of Ft. Bliss, in pursuit of their official functions or other authorized purposes, will have unlimited access to the land covered by this contract.

Purchaser Access

1. A Range Pass for all successful bidders and their employees, who will be caring for the livestock through the season, must be

obtained from the Provost Marshal's Office. All vehicles are required to be registered, proof of vehicle registration and insurance will be required.

2. Each time prior to entry upon McGregor Range for any reason, each purchaser, his family, agents, or guests, must obtain permission from the Commanding General, United States Army Air Defense Center (Ft. Bliss), or his designated agent. Such persons may remain on McGregor Range only during the hours and/or days which permission to enter has been so granted. Under no circumstances will they be granted permission to enter or remain on McGregor Range when their access will interfer with military activities.

3. Contacts with Ft. Bliss regarding access and firing schedules should be made by writing the Provost Marshal, Bldg. 116, Attn: Pete Atkins, Ft. Bliss, Texas, 79916, or by phone at (915) 568-1898, 568-4103, or 568-5433.

4. Projected increases in missile firings over the next several years means an increase in the number of days the range will be closed off to public access. During these times, the range could be closed for several days straight per week.

5. Should security or safety considerations or the assignment of any particular mission require such action, Ft. Bliss reserves the right to deny access for an extended period of time. Ft. Bliss may exercise this right without prior notice to the purchaser.

Safety

Purchaser, his family, agents, or guests are prohibited from touching, tampering with, or disturbing any shell, shell casing, missile target or components thereof which may be found on the lands covered by this contract. Upon discovery of such items, purchaser will report the discovery to the Provost Marshal's Office, Ft. Bliss.

Impact Area

Portions of grazing Unit 9 and grazing Unit 13 are an impact area for laser explosive ordinance and may contain highly dangerous unexploded ordinance. The impact area is identified by a firebreak road with bilingual danger warning signs placed at 200-meter intervals. Entrance into the impact area by purchasers and their representatives is prohibited.

FIRES

Natural and military caused fires occur on the Range.

Firefighting is hazardous and is the responsibility of the US Government. Purchasers should report fires that they see to BLM but purchasers must not attempt to control them. The grazing purchaser waives any and all rights of action which might accrue due to damage to persons or property resulting from fires.

RANGE IMPROVEMENTS

Wells and Pipelines

1. Rights for water which flows through pipelines from the Sacramento River and Carrizo Springs is retained by Ft. Bliss. The Bureau of Land Management (BLM) will manage the day-to-day use and distribution of the water.

2. Wells and pipeline systems are maintained by BLM. The BLM will attempt to make repairs as soon as possible, but in the event of a delay in securing a well contractor, repair parts, or equipment, the provisions of the Terms and Conditions below in No.1. Liability/BLM will apply.

3. It will be the purchaser's responsibility to check the troughs and pipelines periodically and to inform BLM if problems are found. To prevent pipeline breaks, freezeups, etc., the purchaser will refrain from regulating or tampering with water valves and the pipeline system in any way. Minor cleansing of watering troughs, such as removal of trash, weeds, and dead animals will be the responsibility of the purchaser.

4. Grazing Unit 8. In the event that Dagger Tank dries up prior to the end of the grazing season, it will be necessary for the purchaser to haul or otherwise provide water in the upper Sacramento and Chatfield areas of Unit 8.

When water is hauled, drinking troughs may be requested from BLM.

Fences

All fences will be maintained by the purchaser, except in impact areas. In impact areas, the BLM will maintain the fences. Fences are expected to be maintained by the purchaser at no expense to the government, in as good a condition as when received. In maintenance of the fences, the purchaser is expected to use due care to prevent soil erosion, fire, and other damage.

Cattle Handling Facilities

1. Corrals, portable chutes, and portable loading ramps are available for purchaser use. They are expected to be maintained

by the purchaser in as good a condition as when received. The BLM may supply material for needed repairs.

2. Arrangements will also be made at least 3 days in advance for the use of the portable loading chutes and portable squeeze chutes. When the purchaser has completed use of the portable squeeze chutes and loading chute(s), they shall be immediately returned to McGregor Range Camp (old Prather Ranch) unless other arrangements have been made with the BLM representative. Purchasers using pastures with inadequate loading and branding facilities will receive priority for use of the portable chutes.

Purchaser-Constructed Range Improvements

1. The grazing purchaser may construct range improvements necessary for the proper care and management of livestock for which this contract is issued. Authorization will be issued under a Cooperative Agreement. Temporary range improvements must be removed by purchaser within 60 days after his grazing contract has expired or within 60 days of the written notice that the contract has been cancelled for other cause. The purchaser, will restore the area to such condition as existed prior to the improvement. Failure to remove an improvement will result in the improvement being removed by the government at the expense of the purchaser with no claim for damages against the BLM or any agent thereof.

2. With the approval of BLM, the purchaser may leave authorized improvements intact. The U.S. Government will gain title to any permanent improvement authorized to be left on the range.

Removal or Use of Resources on the Range

1. The awarding of this livestock grazing contract does not allow the purchaser to remove either by mechanical means or manual labor any forage, seed, firewood, trees, soil, sand, gravel, etc., from the McGregor Range. Specific written authorization must be obtained from the BLM for the removal of such material.

2. The removal and/or use of materials, supplies or equipment such as posts, wire, gates, pipe, signs, etc., without authorization from BLM, is prohibited.

Movement of Livestock

1. Cattle may be moved on or off McGregor Range only during hours authorized by BLM, normally between dawn and dusk, and only when permission for access is granted by Ft. Bliss.

All livestock will be counted on and off the grazing units on McGregor Range by BLM representatives. The Unit purchaser must notify the representatives as specified on the contract by telephone or letter at least 3 days prior to moving cattle on or off the range, specifying the time and place on McGregor Range when cattle will be loaded or unloaded.

2. Contact the BLM by letter at 1800 Marquess Street, Las Cruces, New Mexico, 88005, or phone at (505) 525-8228.

Contact with Ft. Bliss regarding access and firing schedules should be made by writing the Provost Marshal, Bldg. 115, Attn: Pete Atkins, Ft. Bliss, Texas, 79916, or by phone at (915) 568-1898, 568-4103, or 568-5433.

Contact with the NM Livestock Board should be made with the District Livestock Inspector, Bruce McLaughlin. He may be contacted at Route 1, Box 212, Alamogordo, New Mexico, 88310, telephone (505) 434-2447.

3. Under no circumstances will livestock be turned out on grazing units with out being counted by BLM. Under emergency situations, livestock may be placed in corrals while waiting to be counted by BLM.

4. Holding traps will be used only when cattle are being gathered or worked. Use will be allowed for no more than 1 week at a time. At all other times, traps will not have any cattle or horses in them and gates will be kept closed. Traps are not part of the grazing units.

Dead livestock will be moved at least 300 yards from corrals and watering troughs.

Arrangements will also be made at least 3 days in advance for the use of the portable loading chutes and portable squeeze chutes.

GRAZING MANAGEMENT

Five Year Contracts

All 5 year contracts, have deferment built into the grazing season schedules. Livestock must be removed from the units during their scheduled periods of nonuse.

On all 5 year contracts, the BLM reserves the right to make adjustments on livestock numbers prior to the start of the next grazing season. Coordination with the contractor will be made before any adjustments are made.

All Contracts

1. In order that proper utilization of forage be obtained, BLM reserves the right to designate the periods of time and areas to be grazed within each unit (such as moving cattle to dirt tanks for trampling purposes and placing of supplemental feed and salt). BLM reserves the right to require salt or supplemental feed to be placed away from the waters as needed. If certain areas of a unit show obvious overgrazing, the purchaser may be asked to relocate their cattle to other areas within the unit as specified by BLM. Failure to keep cattle scattered (away from the overgrazed area) may result in an automatic reduction in stocking rate.

2. Holding traps are not part of the grazing units. Traps may be used only when cattle are being gathered or worked. Use must be for no more than 1 week at a time. At all other times, traps must not have any cattle or horses in them and gates must be kept closed.

3. The grazing period for the units shown in the Specifications and Bid Schedule will be strictly adhered to. A refund will not be made for AUMs not utilized.

4. Purchasers are authorized to remove livestock for a period of 7 days following termination dates as long as animal unit months (AUMs) of forage consumed are not in excess of the contracted number of AUMs.

5. At no time during the term of the contract, will livestock numbers exceed those shown on the bid information sheet, unless written approval is obtained from BLM. With written authorization, purchasers may recieve a 10 percent increase in numbers in order to utilize AUMs purchased; however, AUMs of forage utilized may not exceed contracted numbers.

6. Contractors may be required to remove livestock prior to termination of grazing season in order to insure that utilization does not exceed the AUMs of forage purchased.

Class of Livestock

Those Units specified as cattle or yearlings may be stocked with either one or the other, but not in combination of the two.

Cattle

a. Cow with suckling calf that is less than 6 months of age. Suckling calves born on a 9-month unit will be considered to be less than 6 months of age.

b. Suckling calves born prior to the date of arrival on any unit when they have been on the unit for 6 months.

c. Weaned animal.

Yearling

a. Weaned animal weighing less than 550 pounds upon entering the Unit. The Contractor must provide BLM with a written copy of the scale weights to receive the conversion.

b. A conversion factor of .8 to 1 AU will be allowed on yearlings provided yearling weights do not exceed 550 lbs. upon entering McGregor Range.

If the maximum authorized number of AUs is exceeded, as a result of calves becoming AUs, the excess must be removed within 4 nonfiring days upon receipt of written notification.

Adjustment of Livestock Numbers

BLM reserves the right to reduce stocking rate on any unit when it is deemed necessary due to natural disaster, such as fire or drought, or due to obvious overgrazing.

In the event such a reduction in livestock numbers is necessary, the contractor will be given a least 3 weeks notice to arrange for removal of cattle.

A refund will be made for AUMs not utilized.

Ear Tagging

Should two or more units be successfully bid on by an individual and these units are contiguous, ear tagging of all cattle by unit will be required. BLM will provide ear tags.

Horse Use

Horse grazing use on the units will be allowed only upon written request of the purchaser. No more than three horses per unit will be allowed. Only saddle horses used for operation of the unit will be authorized. If horses are grazed on the unit, the cattle usage authorized must be reduced by the number of horses grazed.

UNAUTHORIZED USE

Unauthorized livestock shall be defined as those animals in excess of authorized numbers or AUMs whichever is the greater,

animals ear tagged or branded other than with purchasers tag or brand or a brand which the purchaser has no written authorization to use.

BLM reserves the right to gather and impound any unauthorized livestock within any grazing unit on McGregor Range. Purchaser shall bear all expenses incurred by BLM including those incurred in gathering, impounding, caring for, and disposing of livestock in cases which necessitate impoundment.

If livestock stray into adjoining units, the purchaser will be notified in writing by BLM and allowed 4 nonfiring days from receipt of such notice to remove livestock before unauthorized use action shall be initiated.

OFF ROAD VEHICLE USE

No driving off established roads will be allowed. Any type of livestock gathering or checking away from established roads will be by horseback.

VIOLATIONS

The excavation of archaeological sites and gathering of objects of antiquity upon lands subject to this contract is prohibited.

Violators will be subject to prosecution with potential fines of up to $10,000.00 and cancellation of their grazing contract.

Discovery of any such sites or items will be reported to the BLM.

LIABILITY/U.S. GOVERNMENT

1. The U.S. Government assumes no obligation whatsoever with respect to the security of livestock or other property of the purchaser from theft, loss, or damage of any kind.

2. BLM will not be liable for any damage from loss of livestock or inconvenience to the purchaser in the event water is not available through the pipeline systems, wells, or tanks.

3. Ft. Bliss will not be responsible for damage to any improvement or for any injury to persons or livestock caused directly or indirectly by military activities impact or fallout of missiles, targets, or components thereof.

4. Military personnel may open gates, and if necessary, lower fences in order to accomplish their assigned mission or duty. Ft. Bliss will require personnel to leave gates as found (opened

or closed) and to reposition fences lowered. However, Ft. Bliss assumes no responsibility should gates not be left as found or should fences not be repositioned.

PREDATOR CONTROL

All requests for animal damage control (coyotes) will be made to the APHIS/NMADA Program. APHIS/NMADA will coordinate predator control with Ft. Bliss and the BLM.

NEW MEXICO LIVESTOCK BOARD

This grazing contract is subject to all New Mexico State laws and regulations. These regulations are to be strictly adhered to and failure to comply may be considered a breach of contract. Under normal circumstances, cattle will not be quarantined on McGregor Range. In addition, all livestock leaving McGregor Range will generally require inspection by the New Mexico State Livestock Board.

Contact with the NM Livestock Board should be made with the District Livestock Inspector, Bruce McLaughlin. He may be contacted at Route 1, Box 212, Alamogordo, New Mexico, 88310, telephone (505) 434-2447.

CONTRACT TERMINATION

This grazing contract may be terminated should the purchaser breach any of the terms or conditions stated herein.

This grazing contract may be terminated after thirty (30) days written notice by the BLM, should Ft. Bliss be assigned new, additional, or different missions which, in the opinion of the Commanding General, Ft. Bliss, cannot be accomplished while such grazing contract is in effect.

Any purchaser who is convicted of violating on the McGregor Range any Federal Endangered Species Rules and Regulations may be subject to prosecution and cancellation of their contract. Endangered species on McGregor Range include but are not limited to eagles.

MASTER AGREEMENT
BETWEEN
DEPARTMENT OF DEFENSE
AND
DEPARTMENT OF AGRICULTURE

CONCERNING

THE USE OF NATIONAL FOREST SYSTEM LANDS FOR MILITARY ACTIVITY

I. PREFACE

A. National Forest System lands provide for the use and enjoyment of the public and are managed under multiple use and sustained yield concepts. The use of these lands for military training activities is within the statutory authority of the Act of June 4, 1897.

B. The availability of National Forest System lands to the Department of Defense provides a variety of geographic and topographic settings to conduct training activities. This is an important resource for developing a strong National defense.

C. Therefore, training activities on National Forest System lands will be authorized when compatible with other uses and in conformity with applicable forest plan(s), provided the Department of Defense determines and substantiates that lands under its administration are unsuitable or unavailable.

D. This agreement does not apply to the use of airspace over National Forest System lands unless directly associated with the land based training.

II. PURPOSE

The purpose of this Master Agreement is to establish procedures for planning, scheduling and conducting authorized military activities on National Forest System lands. It also establishes policies and procedures for supplemental agreements and special use authorizations which are required for all Department of Defense activities (including National Guard and Reserve activities) using National Forest System lands. This agreement replaces the Joint Policy Statements between the Department of Agriculture and (a) the Department of the Army signed July 3, 1951; the Department of the Navy, signed February 19, 1952; and the Department of the Air Force, signed September 12, 1951, which are hereby rescinded.

III. COORDINATION AND COOPERATION

To facilitate the orderly development, management, and administration of National Forest System lands and to provide suitable and appropriate lands to further the National defense effort, the Department of Defense and the Department of Agriculture jointly agree:

A. Availability of Department of Defense Lands - Prior to requesting use of National Forest System lands, the Department of Defense will determine if lands administered by the Department of Defense are available and suitable. In all cases where a special use authorization or supplemental agreement to use National Forest System lands is proposed, Department of Defense will forward its analysis and determination as to the unsuitability or unavailability of DoD land to the affected Forest Supervisor.

B. Planning For the Use of National Forest System Lands - Military training activities on National Forest System lands are actions which require the analysis of environmental impact in conformance with the National Environmental Policy Act (NEPA) and other statutory and regulatory requirements. The Department of Defense and the Department of Agriculture, Forest Service, will cooperate to accomplish appropriate NEPA compliance. The lead agency concept in 40 CFR 1501.5 will be applied to the process except in cases involving classified activities. In such cases, the Department of Defense Component will be the lead agency.

C. Management

1. Periodically conduct joint reviews of selected activities for the purpose of: (a) determining the effectiveness of supplemental agreements so that the management and mission of both agencies are accomplished; (b) identifying and recommending solutions to existing and potential problems; and (c) monitoring the implementation and effectiveness of environmental mitigation measures.

2. Jointly identify rights-of-way or other authorizations required to implement supplemental agreements or special use authorizations.

3. Have their respective agents mutually refer unresolved points of disagreement to the next higher management level for resolution.

IV. DEPARTMENT RESPONSIBILITIES

IT IS AGREED THAT:

A. The Department of Defense Components will:

1. Provide to the affected Forest Supervisor the analysis and determination as to the unsuitability or unavailability of Department of Defense lands.

2. Involve the Forest Service designated representative in the initial planning stages of activities proposed on National Forest System lands.

3. During initial planning, provide an unclassified description of proposed activities to the affected Forest Supervisor and cooperate in fulfilling requirements of the National Environmental Policy Act and conducting appropriate environmental analyses.

4. For each training activity, identify a representative of the Department of Defense to serve as liaison to the Forest Service.

5. Cooperate with Forest Service representatives to comply with the terms of this Master Agreement, supplemental agreements, and special use authorizations.

6. Reimburse the Forest Service for costs directly attributable to military training activities, subject to the availability of appropriated funds. This may include, but is not limited to, the preparation and processing of applications, preparation of environmental documents, administration of special use authorizations, and Forest Service liaison officers' time.

7. Explore land interchange as an alternative or mitigating measure when military training activities are not in conformance with the affected Forest Plan.

8. Make every effort to avoid degradation of National Forests and provide for restoration as agreed in the special use authorization.

9. Provide for mitigation measures identified in the environmental analysis and agreed in the special use authorization.

B. The Department of Agriculture, Forest Service will:

1. Make National Forest System lands available for military training activities when such activities can be made compatible with other uses and conform with applicable forest management plans, provided the Department of Defense determines and substantiates that lands under its administration are unsuitable or unavailable.

2. Cooperate with the Department of Defense to expedite decisions associated with military training activities on National Forest System lands.

3. Fully consider all proposals and, when necessary, develop alternatives that may meet the needs of the Department of Defense and the Department of Agriculture, Forest Service.

4. Ensure that applicable forest management plans include military training activities. Requirements for these activities should be coordinated with the Department of Defense during formulation and development of those plans.

V. SPECIAL USE AUTHORIZATION

The special use authorization for a Department of Defense activity on National Forest System lands requires, but need not be limited to, the following:

1. Identification of National Forest System lands required for the activity.

2. Duties and responsibilities of each agency in the planning process.

3. Procedures for resolving issues, misunderstandings, or disputes.

4. Identification of rights-of-way and other authorizations which may be needed outside the activity area.

5. Incorporate, develop, or reference a basic plan covering monitoring, fire protection and control, public health and safety, recreation, watershed, minerals, timber, grazing, fish, wildlife, public notification, and other appropriate features.

6. Assign responsibilities for restoration of the site. Restoration shall be subject to the availability of appropriated funds.

7. Provide procedures for emergency cessation of military activities where necessary to protect public health, safety or the environment.

VI. SUPPLEMENTAL AGREEMENTS

For recurring Department of Defense activities on Forest Service lands, supplemental agreements to this master agreement may be developed. Within 12 months following the effective date of this agreement, representatives of the Departments of Defense and Agriculture, Forest Service, shall agree upon a schedule for the revision of any existing supplemental agreement which requires modification to conform with this master agreement.

VII. DELEGATION

Authorized representatives of the Forest Service and the Department of Defense may execute special use authorizations and enter into supplemental agreements within the scope of this document.

VIII. MODIFICATION AND TERMINATION

This agreement may be modified or amended upon request of either Department and the concurrence of the other. This agreement may be terminated with 60-day notice of either party.

IX. IMPLEMENTATION

This agreement becomes effective when signed by both parties.

Secretary of Defense

Date: 22 SEP 1988

Secretary of Agriculture

Date: Sept 30, 1988

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1580
ALBUQUERQUE, NEW MEXICO 87103

SWARE-A

21 June 1974

SUBJECT: Memorandum of Understanding With Forest Service, McGregor Range, Fort Bliss, Texas

Commanding General
US Army Air Defense Center
ATTN: AKBAAF
Fort Bliss, Texas 79906

1. In connection with the Memorandum of Understanding between the Forest Service and the Department of the Army, dated 11 November 1971, copy of a letter from the Acting Forest Supervisor of the Lincoln National Forest, dated 14 June 1974, is furnished.

2. It is recommended that a firing schedule be furnished to this office for transmittal to the Forest Service, in accordance with Section B, Paragraph 2 of the Memorandum of Understanding.

3. Concerning the question raised by the Forest Service about the deer hunt, attention is invited to Section A, Paragraph 5 of the Memorandum of Understanding, providing that the harvest of wildlife will not conflict with the firing schedules set by the Center. Advice is requested as to the schedule for the upcoming hunting season, which information will be communicated to the Forest Service.

FOR THE DISTRICT ENGINEER:

H. A. HOLT
Acting Chief, Real Estate Division

2 Incl
1. Ltr FS 14 Jun 74
2. Memo of Understanding

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS
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FOR THE DISTRICT ENGINEER:

H. A. HOLT
Acting Chief, Real Estate Division

2 Incl
1. Ltr FS 14 Jun 74
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UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Lincoln National Forest
Fed. Bldg. 11th & New York Avenue
Alamogordo, New Mexico 88310

2740
June 14, 1974

Mr. Wendall Heygood
Chief of Real Estate
U.S. Army Corps of Engineers
Box 1580
Albuquerque, New Mexico 87101

Dear Mr. Heygood:

Our memorandum of understanding concerning management of the Lincoln National Forest portion of the McGregor Missile Range provides for public access to the area on days when no firing is scheduled. It also states that you will furnish us a firing schedule.

Please furnish us with a current firing schedule, so that we may better plan the use of this National Forest land.

Each year at our annual game management meeting, we discuss the upcoming deer hunt with the State Game Department and the BLM. At your request this year, the game department recommended a weekend only hunt. Is this because of scheduled firing during the week?

The memorandum of understanding states that wildlife management will be in accordance with laws and regulations of the Forest Service and the New Mexico Department of Game and Fish. The only valid reason for managing this area differently than the rest of the Sacramento Mountains would be a conflict with your firing schedule or public safety considerations.

We are concerned with public safety and wish to cooperate fully with your use of this land for national defense purposes. However, we feel strongly that game management on the area must be based on sound biological principles, and the public must not be denied the use of their land without just reason.

RICHARD L. JOURDEN
Acting Forest Supervisor

MEMORANDUM OF UNDERSTANDING
Between
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
And
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS

This memorandum of understanding is made by and between the United States Department of Agriculture, Forest Service, acting through the Regional Forester, Southwestern Region, hereinafter called the SERVICE and the United States Department of Defense, Corps of Army Engineers, acting for the United States Army Air Defense Center, hereinafter called the CENTER.

WHEREAS, Public Land Order No. 1470, dated August 21, 1957, as amended by Public Land Order No. 1547, dated November 7, 1957, issued under the provisions of Executive Order 10355, withdrew certain lands, hereinafter called the LANDS, within the Lincoln National Forest from all forms of entry, for use by the Department of the Army as a part of the McGregor Missile Range, and

WHEREAS, the Department of the Army and the Department of Agriculture on July 3, 1951, entered into a Joint Policy Statement relating to use of National Forest lands for defense purposes, and

WHEREAS, Public Land Orders 1470 and 1547 expired August 21, 1967, except that application for renewal was timely made, and publication of an Extension Order in the Federal Register has not been done, and

WHEREAS, the laws, regulations, and policies governing the multiple use management of National Forests contemplates use of the lands and resources to produce the greatest benefits in goods and services to the people, and

WHEREAS, It has been mutually determined that grazing use by livestock and wildlife is compatible with the use of the land for missile training purposes, and

WHEREAS, It is desirable that the Service continue to administer all National Forest resources in keeping with the Center's requirements for its missile program,

NOW, THEREFORE, the Service and the Center mutually agree as follows:

Section A. The Center agrees:

1. The Service will administer the Lands for all non-defense purposes and all activities which are not related to the use of the Lands for missile range purposes, HOWEVER, the Service will coordinate all uses and activities on the lands with the Center in a manner consistent with the needs of the Center.

2. The Lands will be open to all Forest users on days when no firing is scheduled.

3. The Service will not authorize uses of those lands purchased by the Army within the area without the concurrence of the Center, EXCEPT, for those uses not separable from the area as a whole. There are approximately 1,360 acres of purchased and 18,004 acres of withdrawn Lands out of the total of 19,364 acres of missile range within the National Forest boundary. Uses such as livestock

grazing will be authorized on the area as a whole and the Service will issue a permit for all Government owned lands with fees to be handled as specified in Subsection 4, below.

4. All fees for use of National Forest lands shall be assessed and collected by the Service in accordance with the regulations of the Secretary of Agriculture and deposited into the National Forest Fund, miscellaneous receipts, EXCEPT, those fees earned on lands purchased by the Defense Department shall be transferred to the U. S. Corps of Engineers for deposit where such fees are collected by the Service.

The basis for apportioning fees between the Service and the Center will be the proportion of use attributable to the purchased lands to the proportion of use attributable to the withdrawn lands.

The collection of use fees does not pertain to licenses or permits required by State law.

5. That management of wildlife and its habitat shall conform to the regulations of the Secretary of Agriculture; to all applicable laws, and to existing agreements between the Service and the New Mexico Department of Game and Fish.

Harvest of wildlife will be accomplished in a manner covered by the proclamations and regulations of the New Mexico Department of Game and Fish, EXCEPT, the harvest will not conflict with public safety or the firing schedules set by the Center.

6. That improvements constructed and maintained by the Service, its contractors, or permittees, for resources management purposes will remain in the Lands unless the sites so used are needed for missile range installations. These improvements include, but are not limited to livestock control fences, range and wildlife water catchments, and watershed structures.

7. The Service will administer all archeological and paleontological activities on the Lands in conformance with the Uniform Rules and Regulations prescribed by the Secretaries of the Interior, Agriculture, and Army; and the Antiquities Act (34 Stat. 225; 16 U.S.C. 432-433).

Section B. The Center will therefore:

1. Take action to prevent and suppress fires resulting from the Center's operations and also suppress any fire on the Lands; check for fires after completion of each daily scheduled firing; and report all fires to the Service as soon as possible.

2. Furnish the Service with firing schedules on a regular basis so that the Service may keep its employees, contractors, and permittees advised when entry to the Lands is allowed or denied. The Center will also furnish the Service with the names, addresses, and telephone numbers of the Commanding General and his designated representatives.

3. Take all necessary precautions to minimize damage to soil and vegetative resources in connection with the conduct of defense oriented activities. The Center will coordinate with the Service the development of launching sites, fire towers, radar sites, and other similar construction within the Lands.

4. Submit to the Forest Supervisor, Lincoln National Forest, for his concurrence all proposals for constructing roads prior to undertaking construction.

5. Assume the responsibility for the actions of its employees and contractors in the conduct of Center Activities on the Lands.

The Center will require said personnel to leave gates as found (open or closed) and will not be responsible should gates or fences be left as found.

Section C. The Service agrees:

1. The Center will administer the Lands for all defense purposes and all activities which are directly related to the use of the Lands for missile range purposes, HOWEVER, the Center will coordinate those activities having a permanent impact on the soil and vegetative resource with the Service.

2. That personnel of the Center, in pursuit of their official functions, will continue to have unlimited access to the Lands. Said personnel may open gates, and if necessary, lower fences in order to accomplish their assigned missions or duties. Gates will be left as found (open or closed) and lowered fences will be repositioned by the Center.

3. That the Center reserves the right to deny access to the Lands to anyone should security or safety considerations of the assignment of any mission require such action. The Center may exercise this right without prior notice to the Service, EXCEPT, that the Service will be notified at the earliest opportunity when such a closure is in conflict with previously announced firing schedules. Under no circumstances will persons be granted permission to enter or remain on McGregor Range during periods when firing is being conducted, or scheduled, even should they be willing to assume any and all risks inherent in such activities.

coordinate construction of such facilities with the Service.

Section D. The Service will therefore:

1. Furnish the Commanding General of the Center as to the name of the District Ranger who is currently responsible to the Service for the management of the Lands, and the names and addresses of all permittees and contractors, if any.

2. Assume the responsibility for the actions of its employees, permittees, and contractors authorized by the Service to conduct business on the Lands.

3. In pursuit of range management objectives, issue grazing permits for livestock numbers limited to the grazing capacity as determined by the Service.

4. Coordinate all uses and activities on the Lands in a manner consistent with the needs of the Center.

5. Refrain from touching, tampering with, or disturbing any shell, casing, missile, target, or components thereof which may be found upon the Lands. Upon discovery of any of these items, Service employees, permittees, or contractors will report said discovery to the Commanding General, United States Army Air Defense Center, or his designated agent.

6. Issue all permits and contracts for uses and activities which are not related to defense purposes. Said permits and contracts will contain stipulations consistent with the needs of the Center. Permits may be terminated by the Service, and by request of the Center, should

permittees breach any of the terms or conditions outlined in this MEMORANDUM OF UNDERSTANDING.

7. Protect the lands and resources from destruction by fire and other forms of depredation including trespass, not incident to military use.

Section E. General

1. This Memorandum of Understanding shall serve to guide the administration of the Lands herein described under the proposed new Public Land Order and shall remain in full force and effect until terminated by mutual agreement or expiration of the new Land Order.

2. The Forest Supervisor, Lincoln National Forest, or his designated representative, will represent the Forest Service in the administration of this Memorandum of Understanding.

3. If amendments to this agreement are needed, a meeting may be called by either party.

4. The legal description of National Forest lands contained within the McGregor Missile Range are shown on Exhibit 1, attached hereto.

UNITED STATES ARMY AIR DEFENSE CENTER
and FORT BLISS, TEXAS

11 Nov. 1971
(Date)

By: _____
Chief, Real Estate Division,
Albuquerque District, Corps of
Engineers, Department of the Army

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

11/5/71
(Date)

By: _____
Regional Forester

EXHIBIT I

Acreage within Lincoln National Forest, McGregor Range, N.M.

New Mexico Principal Meridian

PLO 1547

	Acres	
T. 19 S., R. 10 E:		
Section 1 - $SW\frac{1}{4}$, $W\frac{1}{2}W\frac{1}{2}SE\frac{1}{4}$	200.00	(Called $S\frac{1}{2}$ sec. 1 in Ord
*Section 12 - $W\frac{1}{2}W\frac{1}{2}E\frac{1}{2}$	80.00	(Probably $E\frac{1}{2}$)

PLO 1470

T. 19 S., R. 11 E:	
Section 6 - Lots 6,7, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$	324.56
Section 7 - Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$	648.00
Section 8 - All	640.00
Section 9 - $S\frac{1}{2}$	320.00
Section 14 - $SW\frac{1}{4}$	160.00
Section 15 - All	640.00
Section 16 - All	640.00
Section 17 - All	640.00
Section 18 - Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$	647.60
Section 19 - Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$	647.20
Section 20 - All	640.00
Section 21 - All	640.00
Section 22 - All	640.00
Section 23 - All	640.00
Section 24 - $S\frac{1}{2}$	320.00
Section 25 - $E\frac{1}{2}$, $NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$	600.00
Section 26 - All	640.00
Section 27 - All	640.00
Section 28 - All	640.00
Section 29 - All	640.00
Section 30 - Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$	645.12
Section 31 - Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$	644.32
Section 32 - All	640.00
Section 33 - All	640.00
Section 34 - $N\frac{1}{2}$	320.00
Section 35 - $E\frac{1}{2}$, $NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$	600.00
Section 36 - All	640.00
T. 19 S., R. 12 E:	
Section 29 - $S\frac{1}{2}$	320.00
Section 30 - Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$	642.08
Section 31 - Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$	645.18
Section 32 - All	640.00
Acres in Withdrawals	17,924.06
*Not in withdrawals	- 80
Total	18,004.06

*PLO 1470 withdrew only $W\frac{1}{2}$ of sec. 12 on Public Domain. No reference to these 80 acres of National Forest land in either of the PLO's

MEMORANDUM OF AGREEMENT
BETWEEN
FORT BLISS, U.S. ARMY
AND
NEW MEXICO STATE OFFICE,
BUREAU OF LAND MANAGEMENT, U.S.D.I.
FOR THE
RENEWAL APPLICATION FOR THE WITHDRAWAL OF
MCGREGOR RANGE, NEW MEXICO

I. Statement of Purpose

Under provisions of Public Law 99-606, known as the Military Lands Withdrawal Act of 1986, Congress established military use as the priority purpose of McGregor Range, New Mexico for a period of 15 years beginning November 6, 1986. The Act specified that if the Secretary of the Army determined that McGregor Range would continue to be required for military purposes beyond November 6, 2001, that the U.S. Army Air Defense Artillery Center and Fort Bliss (Fort Bliss) would be required to notify the Bureau of Land Management (BLM) of its determination and to have completed a Draft Environmental Impact Statement no later than November 6, 1998. Fort Bliss must also provide an application for continued withdrawal, which will be processed by the BLM and decided on by Congress prior to expiration of the present withdrawal. To determine what will be required as part of this application, and what environmental documentation is appropriate, BLM and Fort Bliss have entered into this Memorandum of Agreement (MOA).

II. Environmental Impact Statement

1. Introduction and Purpose

Fort Bliss and the BLM recognize that an environmental impact statement (EIS) must be prepared by November 6, 1998 in support of Fort Bliss's renewal application for the withdrawal of McGregor Range, New Mexico. The renewal EIS must comply with the provisions of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. Sec. 4321, and all subsequent regulations implementing the Act (See Council on Environmental Quality (CEQ) regulations, 40 C.F.R. Parts 1500-1508), and fulfill applicable legal requirements.

It is the purpose of this section of the MOA to establish an agreement between Fort Bliss and BLM regarding the conditions and procedures to be followed in preparing an EIS to comply with

applicable laws and regulations through a joint Fort Bliss and BLM effort. Fort Bliss will be the lead Federal agency for the project and BLM will be a cooperating agency.

To meet its requirement for a renewal EIS on McGregor Range withdrawal, Fort Bliss has determined, and the BLM agrees, that the analysis in the renewal EIS covers the proposed action of continued withdrawal, the alternative of no withdrawal, and all other reasonable alternatives which may include boundary and time adjustments to the existing withdrawal. BLM agrees that Army activities shall be analyzed in a separate EIS on Fort Bliss's Ongoing Missions and Master Plan that will be incorporated into the renewal EIS. The BLM will also be a cooperating agency on the Ongoing Missions and Master Plan EIS, although this MOA addresses only the renewal EIS. Both parties to this MOA agree that the renewal EIS for continued withdrawal will focus on whether Congress should continue the withdrawal of McGregor Range for military purposes and under what conditions the withdrawal should continue.

2. General Provisions

a. Fort Bliss will select the contractor to perform as the third-party contractor for the renewal EIS. Factors Fort Bliss will consider in selecting the contractor will include the following general criteria:

1) Expertise in the areas of environmental concern, including water quality, ground water resources, biology, soils, land uses, air quality, archaeology, and socioeconomic values.

2) Expertise in preparing EISs for defense activities.

3) Ability to produce environmental analyses, demonstrated through experience or expertise.

4) Ability to produce thorough, concise, readable, and informative documents.

5) Evidence of a good working knowledge of NEPA, corresponding Federal and State regulations and applicable local ordinances, and other statutory requirements.

6) Ability to complete work in a timely manner.

b. The EIS contractor shall execute a disclosure statement specifying that it has no financial or other interest in the outcome of the project.

c. Fort Bliss will be the lead Federal agency in the joint, cooperative effort to prepare the EIS, and ultimately will be

responsible for assuring compliance with the requirements of NEPA.

d. Fort Bliss and the EIS contractor will be responsible for identifying and complying with Federal, State, and local laws, regulations, and other authorities that are applicable to completion of the project.

e. Fort Bliss will ensure that the EIS contractor will provide any technical and environmental information, data, and reports required for EIS preparation in a format suitable to both agencies.

f. Fort Bliss and BLM shall:

1) Designate a single point of contact on all matters concerning the McGregor Range EIS preparation.

2) Actively participate in all phases of EIS preparation.

3) Establish a mutually acceptable time schedule for the EIS process.

4) Develop an acceptable time schedule for the review of significant parts of the EIS as it is being developed.

5) Attend regular and other meetings with Federal, State, regional, and local agencies and interested individuals and groups for the purpose of increasing communication and receiving comments on the EIS.

6) Ensure cooperative coordination of efforts and exchange of information with the EIS contractor.

g. BLM will use its own funds to carry out its role as a cooperating agency.

3. Procedures

a. Prior to beginning EIS preparation, Fort Bliss will require the EIS contractor to prepare a "project management plan," which shall be provided to the BLM for coordination. The preparation plan will be used by Fort Bliss and the EIS contractor as an outline for EIS preparation along with Army Regulation 200-2 and the CEQ NEPA guidelines. The preparation plan may be modified only by Fort Bliss in the event that action or policy changes occur that affect project scope, or as response to the public participation process. BLM will be notified when significant modifications occur.

b. Fort Bliss and the EIS contractor will share the

responsibility for scoping meetings. The EIS contractor and Fort Bliss will make meeting arrangements and prepare all materials necessary for the meetings. BLM will attend as an agency representative. The EIS contractor will prepare a comment analysis after the scoping meetings. Fort Bliss will provide the comment analysis to the BLM prior to approval.

c. Fort Bliss and its EIS contractor will have primary responsibility for writing or rewriting all sections, parts, or chapters of the EIS and for establishing a schedule for completion of chapters consistent with the overall time schedule developed in the preparation plan.

d. Fort Bliss and its EIS contractor will provide the BLM with opportunities to review, comment on, and suggest changes to the EIS prior to public review of the document. The BLM will provide comments within a mutually agreed time period, not to exceed 30 calendar days.

e. Generally, joint meetings between the BLM, Fort Bliss and the EIS contractor shall be held to coordinate the EIS preparation.

f. Fort Bliss, assisted by its EIS contractor, is responsible for printing and distributing the EIS. Fort Bliss will release the draft EIS to the public and to Federal, State, and local agencies for review and comment. Fort Bliss will be responsible for filing the document with the Environmental Protection Agency (EPA). A public comment period of no less than 45 calendar days will be initiated when the Environmental Protection Agency publishes the "Notice of Availability" of the draft EIS in the Federal Register.

g. Fort Bliss will be the recipient of all comments on the draft EIS resulting from the review and comment period. Fort Bliss will provide copies of all comments to the BLM. As appropriate, Fort Bliss and the BLM will consider and address any comments on the draft EIS.

h. After the close of the Draft EIS review and comment period, Fort Bliss and BLM will discuss what issues and comments submitted by the public and Federal, State, and local agencies will require response in the final EIS. Fort Bliss and BLM will determine through consultation if any modifications to the text will be required. Any such modifications will be incorporated in the final EIS by Fort Bliss and the EIS contractor.

i. Upon revision of the text, which will include responses to the comments on the draft EIS, the Fort Bliss and the BLM will review the final EIS. Fort Bliss will file the final EIS with the EPA.

j. After the final EIS is completed and reviewed, an official designated by the Army will sign the Record of Decision (ROD).

III. Application Requirements

1. General Provisions

a. The requirements outlined in 43 C.F.R. Parts 2300-2310 (as of October 1, 1992) shall be followed, but discretion will be applied as appropriate and where provided for by regulation.

b. Information developed as part of the last renewal (1986) and currently available information shall be evaluated and utilized to the maximum extent to fulfill requirements.

c. The McGregor Range Land Withdrawal Management Plan, dated April 12, 1996, will serve as the basis for development of application requirements.

d. Fort Bliss will use the BLM's 1991 Resource Management Plan for McGregor Range as a guide in identifying which aspects of 43 C.F.R. Parts 2300-2310 are appropriate requirements for the McGregor Range withdrawal renewal application.

e. Any information the BLM will request to be included in the renewal application that is not identified in 43 C.F.R. Parts 2300-2310 must be communicated to Fort Bliss before January 31, 1997. The BLM and Fort Bliss will then negotiate any such requests for information to mutually determine what information will be required.

IV. Dispute Resolution

Both parties agree that if a dispute regarding the provisions of this MOA or responsibilities or requirements for the withdrawal application arises, efforts will be made to settle them amicably at the lowest possible level. If efforts to settle at the lowest level are unsuccessful, then the dispute will be elevated to the next higher level of management within each agency. If the next higher level of management for each agency is unable to resolve the dispute, then the dispute will be elevated to the next higher level still, and will continue to be elevated within the agencies until the dispute is resolved.

V. Termination

Each party to this MOA may terminate this agreement after 30 days prior notice, in writing, to the other party. During the intervening 30 days, the parties agree to actively attempt to resolve any disputes or disagreements.

VI. Duration of Agreement

This MOA is effective on the date all parties have signed and will terminate when a ROD is issued, unless terminated earlier pursuant to Section V above.

FOR FORT BLISS:

DATE: 20 DEC 96

SIGNED: _____
Commanding General
U.S. Army Fort Bliss, Texas

FOR THE BUREAU OF LAND MANAGEMENT:

DATE: 1-13-97

SIGNED: _____
New Mexico State Director
Bureau of Land Management

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BUREAU OF LAND MANAGEMENT
AND THE
UNITED STATES AIR FORCE AIR COMBAT COMMAND

It is the desire of the Bureau of Land Management and the United States Air Force Air Combat Command that this Memorandum serve as the basis for and beginning of a cooperative and coordinated effort to maintain and enhance the environment and resources in which they share a joint interest. In particular, this Memorandum focuses on the activities related to the Air Force's Proposed Expansion of German Air Force Operations at Holloman AFB, New Mexico on the United States Army's McGregor Range, New Mexico. This memorandum documents the commitment of both agencies to a continued and productive relationship with respect to activities on the range. Its purpose is to describe and provide greater focus and detail to those commitments generally described in the Environmental Impact Statement and subsequently discussed by agency representatives.

Both parties understand and agree that the terms of this agreement are contingent on a number of events. First, a Record of Decision in the Air Force Proposed Expansion of German Air Force Operations at Holloman AFB, New Mexico which selects the West Otero Training Option for implementation. Second, to the degree that any of the terms included herein are inconsistent with current ARMY/BLM MOU, US Fish and Wildlife Service Biological Opinions or any other current Agency to Agency or Government to Government agreements the terms of the current agreement shall prevail and be considered incorporated by reference into this agreement. Further it is understood that any agreement contained herein applies only to the United States Air Force and its proposed operations under the referenced EIS and that the Air Force is without authority to bind or speak for the United States Army or in any way limit Army operations on McGregor Range.

Additionally, both parties agree that in the event any of the terms of this agreement lead to or would result in, a violation of federal law those terms would be void and not binding on either agency.

1. Public Access: The Air Force and BLM are resolved to protect public access for multiple use activities. Air Combat Command agrees to the following:

a. Provide routine public access on weekends from 1:00 p.m. Friday thorough Sunday 9:00 p.m.

b. Provide access 24 hours before and after New Mexico Fish and Game scheduled big game hunts.

c. Provide BLM with a tentative 30-day schedule of operations and final two-week schedule to facilitate scheduling of BLM administrative access. (This might be included as part of the Fort Bliss Master Range Schedule.)

d. Discuss with the U.S Army at Fort Bliss and the BLM the possibility of coordinating a 1-800 number and/or a joint website that will post hours of public access and other range notes of public interest.

e. Comply with existing access permitting procedures in accordance with the existing Memorandum of Understanding (MOU) between the U.S Army at Fort Bliss and the BLM.

f. Once the impact area design is completed, the exact target location determined, and the accompanying weapons safety footprints, discuss the possibility of using existing roads for the safety buffer boundary, particularly along the eastern side.

2. Grazing Program Management: The Air Force and BLM will work together to ensure continuation of an effective grazing program. Air Combat Command agrees to the following:

a. Move the existing pipelines and stock tanks to outside of the impact area.

b. Relocate existing range improvements (fences, traps, etc.) from inside to outside the safety buffer where necessary.

c. Coordinate range closing for cleanup/cattle work. Restrict operations as necessary to meet BLM maintenance requirements.

d. Provide support in the form of forty man-hours per week to perform routine range management tasks.

e. Reimburse, replace, repair BLM range improvements damaged as a result of USAF activities on the range.

f. Agree to discuss the possibility of additional technology devices which may be added if needed, including such items as trough water-heaters, monitor cameras, pressure sensors, etc.

3. Wildlife: The BLM and the Air Force desire to continue to facilitate an effective wildlife management program. Air Combat Command agrees to:

a. Ensure water availability by moving existing infrastructure outside impact area.

b. Discuss expanding the charter of the multi-agency threatened and endangered species working group to include working cooperatively with other federal and state agencies with surveys and studies on big game and other natural resource issues.

c. Work cooperatively with other federal and state agencies with surveys and studies on the habitat/recovery of the Aplomado falcon.

4. Cultural Resources: The BLM and the Air Force are concerned about National Historic and Cultural Preservation. Air Combat Command will:

a. Continue good faith government to government consultations with the Mescalero Apache in face to face meetings with the goal of ascertaining impacts of the proposed action to Traditional Cultural Properties and Resources (to include view studies etc.).

b. Make inventory reports and mitigation plans available to the BLM so their comments may be considered in the course of consultations with the State Historic Preservation Office.

c. Discuss necessity of mitigations, if any, of potential historic landscape, if and when it is designated as such by the SHPO.

5. Areas of Critical Environmental Concern (ACEC): The Air Force and BLM desire to protect the resources within the ACECs. Air Combat Command will:

a. Allow for scheduled activities consistent with the Memorandum of Understanding (MOU) with New Mexico State University (NMSU).

b. In accordance with the Fort Bliss Integrated Natural Resources Management Plan monitor the impacts to the ACECs within the safety buffer.

6. Culp Canyon Wilderness Study Area (WSA): The Air Force and BLM are concerned about the natural aesthetic value of WSA. Air Combat Command will:

a. Design flight patterns to avoid overflights of the Culp Canyon WSA.

b. It is the Air Force intent to avoid low level (below 2000 feet AGL) overflight of Culp Canyon WSA. Exceptions would include events such as aircraft emergencies.

7. Fire: The Air Force and BLM are concerned with the impacts of fires caused by military flight operations. Air Combat Command will:

a. Cease military operations, on range, to allow for fire suppression.

b. Arrange for air-space use for fire suppression aircraft during a fire emergency.

c. Repair fire damage in accordance with the Integrated Natural Resource Management Plan (to include re-vegetation of indigenous plants).

Signed this 26th Day of May 1998,

MICHELLE J. CHAVEZ,
State Director,
Bureau of Land Management,
New Mexico

RONALD G. OHOLENDT, Colonel
Chief, Airfield, Airspace and Range
Management Division

RECORD OF DECISION

PROPOSED EXPANSION OF GERMAN AIR FORCE (GAF) OPERATIONS AT HOLLOMAN AIR FORCE BASE (AFB), NEW MEXICO

INTRODUCTION

Pursuant to Section 102(2)(C) of the National Environmental Policy Act (NEPA) of 1969 and regulations promulgated by the President's Council on Environmental Quality (CEQ) at Title 40 Code of Federal Regulations (CFR) Part 1500 et seq., and Air Force Instruction (AFI) 32-7061, Environmental Impact Analysis Process, the United States Air Force has prepared an Environmental Impact Statement (EIS) evaluating the potential environmental effects of the proposed expansion of German Air Force Operations at Holloman Air Force Base, New Mexico. This Record of Decision (ROD) identifies my decisions for this proposed action. These decisions have been made in consideration of the information contained in the EIS which was filed with the United States Environmental Protection Agency (US EPA) and made available to the public by announcement in the Federal Register on April 17, 1998.

PUBLIC PARTICIPATION

Public participation is one of the cornerstones of NEPA and is reflected in CEQ NEPA regulations, which require an early and open process for determining the scope of issues to be addressed in the EIS. The objective of the scoping process is to determine the range of issues to be addressed and to identify significant issues related to the proposed action.

The first step of scoping for this EIS was publication of the Notice of Intent (NOI) in the Federal Register on May 8, 1996. The NOI announced the dates, times, and locations of the proposed scoping meetings and alerted the public of the Air Force's intent to publish an EIS.

The scoping period was from May 8 to August 15, 1996. The Air Force placed announcements in local and state newspapers to advertise scoping meetings and solicit public comments. The scoping meetings were held between July 7 and 12, 1996 in El Paso, Texas and Carlsbad, Carizozo, Las Cruces, and Alamogordo New Mexico. In addition, public comments were accepted throughout the public scoping period, as well as during preparation of the Draft EIS (DEIS), the public comment period following the release of the DEIS, and the preparation of the Final EIS (FEIS).

A Notice of Availability for the Draft EIS was published in the Federal Register on June 20, 1997. The notice started the 45-day public review and comment period, which concluded on August 4, 1997. Announcements were placed in local and state newspapers to notify the public of the Draft EIS availability and to solicit comments on the document. Copies of the Draft EIS were mailed to agencies, organizations, and individuals on the mailing list for their review and comment. In addition, copies of the Draft EIS were placed in several libraries in the area for public review. Comments received during the public review and comment period were considered in preparation of the Final EIS (FEIS). Modifications were made to the Final EIS based upon the input received during the public review and comment period for the Draft EIS to provide further clarification of the proposed action, alternatives, impact assessment, and proposed mitigation measures.

BACKGROUND

Changes in international requirements and in the United States military budgets have established a need to foster combined action capabilities for the military forces of many nations to work together to meet specific threats. Combined action capabilities permit each nation to substantially reduce their military force, while concurrently creating the larger force necessary to permit response to international requirements. The current U.S. National Military Strategy emphasizes peacetime engagement by way of military-to-military contacts through international training and military exchanges. This strategy requires military personnel from different nations to achieve a uniformly high standard of training and proficiency, and forge the strongest possible team. The goal is to build mutual trust, effective communications, interoperability, and doctrinal familiarity.

Germany is an important ally of the United States and has provided aircrews to support recent combined force missions. The United States government, following discussions with the German government, recognized a need to provide training with enhanced realism and quality for German Air Force (GAF) Tornado aircrews. Holloman AFB had the capacity, Military Training Routes (MTRs), Military Operations Areas (MOAs), and ranges to provide the requested training. A Memorandum of Agreement was signed between the United States and German governments in May 1994, establishing the GAF Tactical Training Establishment (TTE) at Holloman AFB. The potential environmental effects of that action were assessed under NEPA and U.S. Air Force Regulations (Air Force, 1993. Proposed Beddown of the German Air Force PA-200 and an Additional AT-38 Training Unit at Holloman Air Force Base, New Mexico).

In May 1996, 12 Tornado aircraft were relocated to Holloman AFB. This action resulted in economies of scale, logistics, and cross training since it resulted in collocation of the German Tornadoes and the German F-4 training (conducted by the U.S. Air Force 20th Fighter Squadron) at Holloman AFB.

In 1995, two years after the beddown decision on the original 12 Tornadoes, discussions were held between the two countries about the potential expansion of GAF Tornado training in the United States. Because of the need to optimize use of previous infrastructure investments (e.g., maintenance facilities and aircraft hangars), Holloman AFB was considered to be the only feasible location for the Tornado beddown. On this basis, the U.S. Air Force is considering a proposed action under which the GAF TTE for GAF Tornado aircrews would be expanded at Holloman AFB.

PURPOSE AND NEED

In the international arena, the purpose of the proposed action is to further support a bilateral agreement between the governments of the United States and Germany. The proposed action demonstrates continued U.S. commitment to NATO allies, which is crucial as the U.S. military presence is reduced in Europe. The proposed GAF military training would serve to maintain cooperation between our countries and interoperability among our military forces. It provides a desert/mountainous terrain training location not otherwise available to GAF aircrews in Germany. The implementation of this action for the GAF capitalizes on the substantial infrastructure investments the GAF has already made at Holloman AFB. Collocating the initial, continuation, and advanced training programs at one location will allow Tornado expertise to be shared among students in different courses, which would enhance the training environment and produce better-trained students.

implementation of the proposed action would serve to meet the need to protect U.S./German post-Cold War bilateral relations from possible degradation as a result of U.S. military force reductions in Europe. The proposed action would serve to meet the need to promote international agreements and demonstrate U.S. resolve to support internationally cooperative defense initiatives. The proposed action would provide GAF a consolidated Tornado training establishment capable of supporting needed new training, continuation of existing training requirements, and desert/mountainous terrain training. It would also provide means to improve logistics efficiency and enable economy of scale for the GAF by collocating these additional aircraft with existing GAF operations at Holloman AFB.

PROPOSED ACTION

A Final Environmental Impact Statement (FEIS) entitled "Proposed Expansion of German Air Force Operations at Holloman AFB, New Mexico" was prepared by the Air Force to analyze the potential impacts and aid in the decision of expanding the TTE to include the beddown of 30 additional GAF Tornado aircraft with associated operations and support personnel at Holloman AFB.

Expansion of the TTE would involve the beddown of an additional 30 Tornado aircraft and 640 personnel at Holloman AFB. Under the TTE expansion at Holloman AFB, five different training courses ranging from basic conversion training to the Fighter Weapon Instructor Course would be conducted. The Tornado aircrews would receive training in takeoffs and landings, the use of terrain-following radar for low-level navigation on Military Training Routes (MTRs), air-to-ground training on air-to-ground ranges, air-intercept training in Military Operations Areas (MOAs) and restricted airspace, and aerial refueling. Existing ranges and airspace would be used to achieve a majority of the training; however, current range capacity and capabilities provide a minimally acceptable level of training. These limitations led to three "training options" being considered as part of this action.

To support this beddown, construction affecting approximately 96 acres at the base would be required. The proposed action would result in changes in use of airspace and munitions. Airspace use would increase in most affected airspace. The training, would require installing a Television Ordnance Scoring Systems (TOSS) at the Oscura and Red Rio target complexes on White Sands Missile Range (WSMR) and also at the selected training option site (see Training Options and Decision discussions below). Live munitions deliveries would be restricted to the existing Red Rio Live Drop Target (LDT). Supersonic operations, limited to approximately 24 sorties per year for "maintenance check" purposes, would be conducted in designated WSMR supersonic airspace (above 10,000 feet mean sea level [MSL]). The proposed action would make use of the airspace modifications to the existing Air Launched Cruise Missile (ALCM) routes, the Talon MOA expansion, and the aerial refueling anchor, AR-X652, in southern New Mexico and west Texas if these modifications are approved by the Federal Aviation Administration (FAA). If these airspace modifications are not implemented, existing airspace would be used. Differences in airspace availability and use are taken into account in the FEIS which analyzes the environmental impacts of using the proposed modified airspace, as well as the impacts of using existing airspace if the proposed modifications are not approved by the FAA.

TRAINING OPTIONS

Under the proposed action, three training options were considered and evaluated in the FEIS:

West Otero Mesa Training Option. Under this, the preferred training option, a new target complex (NTC) would be established on the West Otero Mesa portion of McGregor Range. The NTC would be used for air-to-ground training in the delivery of inert/subscale munitions. This option would include the installation of a TOSS at the NTC.

Tularosa Basin Training Option. Under this option, an NTC would be established in the Tularosa Basin portion of McGregor Range. This NTC would be used for air-to-ground training in the delivery of inert/subscale munitions. This option would also include the installation of a TOSS at the NTC.

Existing Range Training Option. Under this option, all air-to-ground training would occur on existing ranges.

NO ACTION ALTERNATIVE.

Under the no action alternative, no change in TTE aircraft and personnel at Holloman AFB would occur. No construction would be required to support this alternative. In addition, no change in airspace use or munitions use would occur.

DECISION

The CEQ regulations implementing NEPA require RODs to specify the alternative or alternatives considered to be environmentally preferable. As between the proposed action and the no action alternative, the no action alternative is environmentally preferable in the sense that the no action alternative would result in no environmental impacts beyond the baseline conditions. However, pursuant to the CEQ regulations, this ROD also identifies and discusses preferences among alternatives based on relevant factors including economic and technical considerations and, agency statutory missions, including any essential considerations of national policy balanced by the agency in making its decision. After considering the preferences associated with the proposed action and its training options, as well as the no action alternative, and their potential environmental consequences, I have decided to implement the proposed action with the preferred West Otero Mesa training option (this combination is referred to hereafter as the selected action). In making this decision, I have considered the economic and technical factors associated with the proposed action, the various training options, and the no action alternative, the mission of the U.S. Air Force and the national policy matters discussed above. I have also considered the opinions and suggestions that were offered by the public, state and federal agencies and other government representatives from the affected communities in making this decision. I decided on this selected action for a number of operational and environmental reasons.

The West Otero Mesa training option provides the maximum training opportunity for both the GAF and U.S. Air Force. In addition to the greater opportunity for training, this option also provides for the greatest training versatility and efficiency. Finally, NTC construction on the West Otero Mesa will disturb a significantly smaller geographical area compared to the Tularosa Basin training option and will involve a fraction of the cost.

The Tularosa Basin training option was not selected because the layout of the terrain would result in a 20 percent reduction in training efficiency compared to the West Otero Mesa training option. This alternative would also require extensive site disturbance to prepare for and construct the NTC, which would increase costs by several million dollars.

The Existing Range training option provides only minimally adequate training for GAF aircrews and does not have the training benefits and efficiencies of the other options. In addition, the increased range use from this option has the potential to significantly degrade current U.S. Air Force operations and training.

The No Action alternative would not provide the training, proficiency, and combined action capabilities needed to achieve the military-to-military strategy and goals.

The FEIS provides analyses of the potential environmental consequences of the proposed action and the training options considered, as well as the No Action alternative. All practical means to avoid or minimize environmental harm from the alternative selected have been evaluated and are being adopted. The findings, as discussed below, indicate that potential environmental impacts would include increased aircraft-related noise in some portions of the affected airspace, overflight disturbance to land use, and slight to moderate impacts to biological resources. I believe the FEIS-specified mitigation measures will avoid or adequately minimize these potential impacts.

SELECTED ACTION IMPACTS

The following summarizes the anticipated impacts from the selected action:

Airspace Use and Management: The selected action does not require any modifications to existing airspace. However, the training would use the airspace modifications considered under the previously assessed ALCM/Talon action, if approved by the FAA. Overall, assessment of each affected airspace unit found that the projected number of sorties will result in little change to the FY00 daily average sortie levels for each area. Implementation of the selected action will have little effect on use and will not affect management of this airspace.

Noise: Implementation of the selected action will result in an increase in noise levels in the vicinity of Holloman AFB, compared to the FY00 projected baseline. The area contained within the 65 decibel (dB) day-night average sound level contour around the base will increase by about 12 percent. The average noise levels in areas underlying MTRs and MOAs will range from 35 dB to 59 dB. Higher average noise levels will prevail beneath restricted airspace, particularly in the vicinity of target complexes within WSMR, McGregor, and Melrose Range. Overall average noise levels in these areas will be 63 dB or less, although average noise levels will reach 80 dB at the individual target complexes. Average noise levels will be 62 dB along the centerline of flight patterns used during routine training on the target complexes. Noise levels will drop off rapidly with distance from the centerline of these flight patterns, falling to levels under 45 dB within one mile of the centerline.

In most areas, average noise levels will change by 2 dB or less from the baseline levels that would otherwise prevail in FY00. This difference will not be perceptible to most people. Noticeable changes in average noise levels between 5 and 7 dB will be limited to areas under IR-192/194, portions of IR-134/195, and in a portion of IR-113 underlying Pecos MOA.

Land Use: Land use patterns at Holloman AFB and the surrounding vicinity will remain unchanged under the selected action. Projected increases in noise exposure at the base will not result in an appreciable increase in noise exposure for on-base housing and community services. The use of surrounding off-base areas that are undeveloped or used for livestock grazing will be unaffected. The White Sands National Monument area exposed to 65 dB or higher will increase less than two square miles.

In general, areas under the affected airspace will receive less than one additional sortie a day, resulting in imperceptible or minor increases in day-night average sound levels of 1 to 3 dB. Some areas (in Eddy and Otero counties in New Mexico, and Hudspeth County in west Texas) will experience noticeable increases in sound levels of 5 to 7 dB. Average noise levels will not exceed 62 dB outside of restricted airspace. Typical low-level overflights will be short in duration. Some wilderness users may be startled by aircraft noise. These projected changes in the noise environment are not expected to result in any changes in land use.

The 5,120-acre NTC will be located on the currently withdrawn public land on McGregor Range. Construction of the NTC will disturb 1,104 acres. 1,024 of those acres will remain disturbed through continued use of the NTC (i.e., bombing and maintenance). Portions of McGregor Range are currently open to the public for grazing and recreation. However, under the selected action the 5,120 acres comprising the impact area of the NTC will no longer be accessible to the general public. In addition, training activities on the NTC will require that portions of areas south of State Road 506 be closed to the public for approximately 60 hours per week, from Monday through Friday. State Road 506 itself would not be closed. Access by ranchers to grazing area and by the public for recreation will generally be unconstrained by air-to-ground activity from Friday afternoon through Sunday each week and early mornings on weekdays. Licensed deer and antelope hunting will continue to be scheduled on the Range through coordination between New Mexico Department of Game and Fish and the U.S. Army. Establishment of the NTC on West Otero Mesa will reduce available grazing land by about two percent. Noise levels in areas beyond the NTC impact area are considered compatible with existing grazing activities on McGregor Range. Noise levels at the nearest residence, which is east of the NTC, will be about 43 dB, a level compatible with residential use.

Air Quality: Implementation of the selected action will result in temporary, construction-related emissions at Holloman AFB, the Red Rio target complex on WSMR, and the West Otero Mesa NTC on McGregor Range. The annual cleanup and routine maintenance operations at the existing ranges and at the selected NTC will result in emissions related to temporary, construction-type activities. These emissions will be short-term and controlled through common construction practices. Changes will occur in emissions from vehicle operations and stationary sources at Holloman AFB, but are not expected to result in significant air quality impacts. The proposed increase in airspace use for the selected action will result in increased emissions; however these increases will be well below criteria pollutant limit levels. None of these air emission changes will lead to nonconformance with the U.S. Environmental Protection Agency's (EPA's) Conformity Rule or noncompliance with the Clean Air Act.

Biological Resources: Implementation of the selected action will affect biological resources through facilities construction, changes in aircraft operations in affected airspace, and delivery of ordnance against existing and proposed targets.

On-base facility construction will result in the disturbance of 96 acres within or immediately adjacent to the developed area of Holloman AFB. Most of this area has been previously disturbed. About 15 acres of relatively undisturbed habitat immediately adjacent to the existing munitions area will be disturbed. This area has burrows that may be used by burrowing owls for nesting. Burrowing owl nests are also present in areas that will be disturbed by construction near the runway apron. No impact to jurisdictional wetlands will occur at Holloman AFB. Waters of the U.S. on Holloman AFB may be disturbed during improvement of the stormwater drainage system.

Construction of the TOSS at Red Rio and Oscura impact areas and use of Red Rio, Oscura, and Melrose Range will result in low adverse impact to biological resources. Less than 10 acres will be disturbed on Red Rio from installation of the TOSS components and fiber-optic cable. Most of this area will be a narrow linear disturbance for the fiber-optic cable immediately adjacent to existing roads. Therefore, a narrow strip of vegetation will be lost; much of which has been previously modified from construction, use, and maintenance of the existing roads. Once construction is complete, animal use of the area should be similar to pre-construction levels. Use of the existing targets and ranges will result in loss of an additional 3.4 acres of vegetation on Red Rio and a very limited amount of vegetation on Oscura and Melrose Range. Overflights, ordnance use, and flare use on Red Rio, Oscura, and Melrose Range will result in continued low impact to wildlife. No impacts to protected and sensitive species or to wetlands are expected from use of the existing ranges.

Construction and use of the selected NTC under the West Otero Mesa training option will likely result in impacts to some biological resources and habitat due to the disturbance of 1,104 acres of shortgrass and desert scrub habitat. Habitat in the immediate vicinity of the NTC may be reduced due to startle from ordnance delivery and overflights. Protected and sensitive species may be affected by construction and use of the West Otero Mesa NTC. The U.S. Fish and Wildlife Service issued a Biological Opinion on 8 May 1998 relating to threatened or endangered species impacts from the proposed action. The Biological Opinion determined that the action is not likely to adversely affect or will have no effect on the Interior least tern, Piping plover, Whooping crane, Swift fox, Mexican gray wolf, Jaguar, and Black footed ferret. In addition the Opinion specified that the proposed action may adversely affect the American peregrine falcon, the Mexican spotted owl, the southwestern willow flycatcher, the Northern aplomado falcon, and the bald eagle. A non-jeopardy opinion was issued contingent upon the U.S. Air Force implementing reasonable and prudent measures. These measures are outlined in the Mitigations Section of the ROD. The Air Force is committed to implementing these measures to ensure that potential adverse impacts will be minimized.

Up to 46,000 linear feet of dry streambeds tentatively delineated by the Corps of Engineers as Waters of the U.S. could be disturbed by construction or ordnance delivery on the NTC. Some water developments, which support domestic animals grazing on Otero Mesa as well as wildlife, exist within the NTC impact area. Final design of the NTC would include moving these water developments out of the impact area avoiding potential Waters of the U.S. as much as possible. If necessary, permitting under Section 404 of the Clean Water Act would be accomplished.

Archaeological, Cultural, and Historical Resources: One archaeological resource, a prehistoric artifact scatter with features (HAR-361), has been identified in the selected action on-base construction. This resource has not been determined to be potentially eligible for listing on the National Register of Historic Places. No prehistoric or historic archaeological resources have been identified within the remainder of the disturbed area on Holloman AFB. No Native American traditional cultural properties (e.g., sacred sites) have been identified on Holloman AFB, and no potentially significant historic buildings on Holloman AFB will be adversely affected by the selected action.

Installation of TOSS components at the Red Rio target complex will require earth disturbance. The U.S. Air Force is in the process of completing a cultural resources survey in the potentially affected area. Preliminary observations suggest that cultural resources may exist in the affected area, but that these resources could be avoided through project redesign.

The West Otero Mesa NTC construction area contains a total of nine archaeological sites that are considered eligible for listing on the National Register or have undetermined eligibility. No historic architectural resources or Native American traditional cultural properties have been identified within the West Otero Mesa NTC area.

Noise-induced vibration as a result of the increased number of subsonic flights within the affected airspace is unlikely to result in significant physical damage to cultural resources. It is highly unlikely that surface or subsurface prehistoric and historic archaeological sites will be adversely affected. Physical damage to historic architectural resources also is not expected.

The U.S. Air Force has consulted with Native American groups who live beneath the affected airspace. This consultation is intended to elicit the tribes' concerns and comments regarding potential adverse impacts that would result from subsonic flights associated with the selected action. This consultation is continuing as part of Air Force government to government relationship with those group.

Supersonic flight will be conducted for "maintenance check" flights, and confined to supersonic airspace within White Sands Missile Range restricted airspace. The number of additional supersonic flights (approximately 24 per year, all above 10,000 feet MSL) is small compared to existing use of this airspace, and is unlikely to result in any impact to archaeological, cultural, or historic resources.

Water Resources: Project-related construction will result in earth disturbance that could affect water resources. Increased use of inert munitions on the existing ranges will not substantially increase soil disturbance. Increased use of live munitions at the Red Rio live drop target (LDT) will result in additional soil disturbance in that area. The potential for impact is limited due to the small amount of surface water in this area. The use of inert/subscale munitions, and periodic maintenance of the target areas, firebreak roads, and access roads will result in continuing soil disturbance at the NTC. Past experience on existing ranges is that soil disturbance from the use of inert/subscale munitions is small, and localized around individual targets. The ephemeral washes draining the selected NTC site are not significant contributors to local surface water supply. As a result, no effect on surface water quality is expected to result from implementation of the selected action.

Hazardous Materials and Waste Management: Implementation of the selected action will result in increased use of hazardous materials, as well as increased medical and hazardous waste disposal requirements at Holloman AFB. The only hazardous materials generated by range operations will be spent batteries from the proposed TOSS components and batteries removed from target vehicles. Batteries will be recycled by the Defense Reutilization and Marketing Office (DRMO) at Holloman AFB. No significant impact on hazardous materials and waste management practices is expected.

Implementation of the selected action will result in soil disturbances in the vicinity of a site at Holloman AFB which has been identified under the Installation Restoration Program (IRP). Past activities in the vicinity of this site (IRP Site 59) have resulted in soil contamination from spilled fuel. Prior to construction, the specific work area will be over- excavated and backfilled with clean soil. The excavated soil will be contained and transported to an off-base, permitted disposal facility.

Munitions use will increase at the Oscura, Red Rio, McGregor, and Melrose Ranges. Nonhazardous ordnance residue and target area scrap will be collected and recycled through

DRMO at Holloman AFB. Approximately 150,000 additional pounds of nonhazardous ordnance residue and target area scrap generated each year will be disposed by DRMO.

Socioeconomics: Increases in personnel levels and construction expenditures will have a generally positive impact on local socioeconomic conditions by increasing the number of households and reducing the unemployment rate. It is anticipated that after construction is complete, Otero County will have increased employment by an estimated 730 jobs, with 640 direct GAF personnel and 90 additional secondary jobs. The GAF jobs will be at Holloman AFB. Consistent with existing location patterns; it is anticipated that almost all of the secondary job growth would be in Alamogordo.

In accordance with Executive Order 12,898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, February 11, 1994, the FEIS identifies and analyzes the effects of the proposed action and alternatives on minority and low-income populations. The selected action will not result in disproportionately high and adverse environmental effects on minority or low-income populations.

Under the selected action, cattle grazing will be excluded from 5,120-acre impact area on the West Otero Mesa. It is estimated that this loss represents a decline in annual agricultural production of approximately $50,000, with a loss of employment of about 0.5 jobs annually.

A broad area beyond Holloman AFB will experience changes in overflight due to implementation of the selected action. These changes in overflight will not directly affect socioeconomic resources. Given the rural nature of the areas and the relatively sporadic nature of overflights, the changes in overflight frequency that will result under the selected action are not expected to produce measurable impacts on the economic value of the underlying land.

Transportation: Implementation of the selected action will result in increased traffic near Holloman AFB and the City of Alamogordo. However, the level of service for all roadway segments will be unchanged

Utilities: Under the selected action, the demand on water supply, wastewater treatment, solid waste disposal, electrical supply, and natural gas supply will be within existing levels of service.

Soils: Impacts to soils will arise primarily through earth disturbance during construction at Holloman AFB, the Red Rio target complex, and at the selected action West Otero Mesa NTC. The on-base existing munitions storage area addition will disturb 15 acres of previously undisturbed soils. Construction associated with the other on-base areas and the Red Rio target complex will occur in previously disturbed soils; therefore, little additional impact to soils is expected.

The increase in use of inert/subscale munitions at existing target complexes (Red Rio and Oscura on WSMR, and the target complex on Melrose Range) will be a fraction of existing use. Increased inert/subscale munitions use at these locations will not substantially increase soil disturbance. Use of the Red Rio LDT will increase substantially, and is expected to increase the area of vegetation loss. This will increase soil erosion in the area. Also, past use of the LDT has led to trace amounts of residue from uncombusted explosive ordnance. The increased use of live ordnance on the LDT could lead to additional trace amounts of soil contamination.

Use of the selected NTC will disturb soil by the use of inert/subscale munitions, as well as periodic maintenance of the surface. During construction, the net combined wind and water soil loss, in the

absence of mitigation measures, could reach 14 tons/acre/year at the West Otero Mesa NTC site, depending on erosion-control measures that may be applied. Following site development and stabilization, net soil loss is projected to be approximately six tons per year.

Safety: Implementation of the selected action will not adversely affect safety. The increased number of flying hours associated with the selected action will not result in a statistically significant increase in the overall risk of an aircraft mishap. Data on bird-aircraft strike hazards indicate no significant change in bird-aircraft strike risk. There will be an increase in munition use and handling over current conditions. Range operating procedures that have ensured safe operation in the past will continue to do so in the future, and no significant impact to safety is expected to occur due to implementation of the selected action.

CUMULATIVE IMPACTS

The Air Force evaluated the potential net environmental impacts due to the incremental impacts of the action when added to other past, present, currently planned and reasonably foreseeable future actions that overlap the selected action geographically and temporally. Training flight activities associated with the selected action are expected to commence in the first quarter of FY00, and thus, FY00 is used as the projected "baseline" from which to analyze environmental impacts. However, because Holloman AFB is an active military installation that undergoes continuous change in mission and in training requirements, and because changes in U.S. Air Force missions unrelated to the selected action are anticipated to occur in the region of influence (ROI) between FY 95 and FY00, FY95 conditions were used as a point of reference for purposes of analyzing cumulative impacts. The FY95 point of reference represents a "snapshot" of the environmental resources associated with Holloman AFB and areas affected by activities and training flights from the base. This comparison indicates that for most resources, no significant cumulative impacts are expected following implementation of the proposed action. These resources are: airspace management, air quality, archaeological, cultural and historical resources, water resources, hazardous material and waste management, safety, utilities, transportation, and soils. The comparison indicates that cumulative impacts are expected for noise, land use, biological resources, and socioeconomic resources. These impacts include a cumulative increase in aircraft overflights and increased noise levels on coincident route IR-178. This will in turn, increase the chance of disturbance and annoyance in residential and recreational areas underlying affected airspace. It will also increase potential for overflight of federally listed species and other sensitive resources. Positive cumulative socioeconomic impacts will arise from various deployment projects being considered for Otero County. The local economy is expected to be able to provide for and benefit from the services needed for the construction personnel and the level of growth associated with these projects.

MITIGATION MEASURES

The Air Force is committed to implementing all practicable means to avoid or minimize environmental harm resulting from the TTE expansion at Holloman AFB. For the selected action, the following mitigations have been identified:

Noise

a) FAA, U.S. Air Force, and GAF regulations specify minimum altitudes and avoidance distances aircraft must adhere to when flying over specific types of structures, settlements, or categories of land. For example, U.S. Air Force regulations require aircrews flying over sparsely populated areas to avoid persons, vessels, vehicles and structures by at least 500 feet. GAF regulations increase some of these avoidance distances further. Even with these avoidance distances, it is

possible that there may be perceptible increases in noise levels for some rural residents. Typical low-level overflights will be short in duration, and in accordance with applicable regulations.

b) The Air Force maintains a process to identify and avoid noise-sensitive areas as identified by affected individuals. Areas identified under this process are avoided by greater distances than the prescribed minimum avoidance criteria to minimize noise levels. These avoidance areas include those currently agreed to involving National Park Service lands.

Biological Resources

a) Field evaluations of the specific site construction areas will be performed to avoid or minimize impacts.

b) The Air Force will evaluate the location of the existing and potential burrowing owl nest sites in relation to construction activities and implement appropriate mitigations (e.g., construct artificial nest burrows).

c) Water developments on the NTC will be moved to an area immediately outside of the impact area to ensure continuity of water supply for grazing stock and wildlife.

d) In addition, construction and operational restrictions identified and mitigations agreed to during the Endangered Species Act consultation with the U.S. Fish and Wildlife Service (USFWS) will be implemented to ensure that potential adverse impacts will be minimized. These mitigations are outlined in detail in the Final Biological Opinion, issued by the U.S. Fish and Wildlife Service on 8 May 1998.

1. Over a ten-year period, the Air Force will coordinate an endangered species interagency survey and monitoring team. The team will focus its attentions on the lands overflown by MTRs, VR 176, IR-134/195, IR-192/194, and IR-102/141. Not all lands under the subject MTRs will necessarily be field surveyed, but will be initially considered by the interagency team to determine which locations require what level of survey/monitoring effort 9If any) for the subject species. The interagency team will reevaluate and redirect (as necessary) the project every two years, and refocus the survey and monitoring effort (as necessary) to accommodate changing conditions and new information.

2. The U. S. Air Force will restrict aircraft operations from March 1 to July 1 each year on specific portions of VR 176 to a single reduced-width corridor laid out within the MTR's existing lateral boundaries. During this time, aircraft will not fly lower than 500 feet AGL within this corridor. In addition, known peregrine falcon and bald eagle nest sites that are within the reduced-width corridor will be avoided 1 mile laterally and 1600 feet AGL. Outside of this corridor and within all other MTRs identified in the USFWS biological opinion, threatened and endangered species habitat will be avoided as described in the Terms and Conditions of the biological opinion and listed herein.

   a) The Air Force will restrict Low-level flights over peregrine falcon nest sites from March 1 - August 15 of each year. All known nest habitat will be avoided by 1 mile laterally and 1600 feet AGL during the March 1 - August 15 breeding season

   b) The Air Force will restrict low-level overflights during the Mexican spotted owl breeding season (March 1 - August 31 of each year) over known PACs and identified

nest/roost habitat. All known PACs and owl nest sites once they are adequately surveyed and defined, will be avoided by 2900 feet laterally (which is equivalent to 600 acres) and 1600 feet AGL.

c) The Air Force will restrict low-level overflights over known bald eagle nest sites, roost and wintering sites by (a) re-routing aircraft on MTRs 1 mile laterally or 2000 feet AGL during the bald eagle breeding season; (b) avoiding large water bodies and bald eagle winter concentration areas by 2000 feet AGL from October 1 through March 1 of each year; (c) avoid known roost sites by a minimum of 1000 feet AGL from October 1 through March 1 of each year.

d) The Air Force will restrict low-level overflights over known flycatcher sites and critical habitat from April 15 through September 1 of each year.

3. The Air Force will participate in a study to monitor the occupancy of a sufficient number of Mexican spotted owl protected activity centers (PAC) under VR-176. The purpose of this study will be to determine if occupancy by owls or nest success of PACs is adversely impacted by overflights.

4. The Air Force will, within one year of construction of the new target complex) survey the NTC site, including the safety area to determine the presence of Aplomado falcons.

It is understood that the restrictions described in the Biological Opinion's Terms and conditions will be applied to new sites if discovered, or removed if the characterization of existing sites change. If these restrictions combine to impose unacceptable mission constraints, the U.S. Air Force reserves the right to re-approach the U.S. Fish and Wildlife service to seek resolution.

Archaeological, Cultural, and Historical Resources.

a) If the proposed construction at Holloman AFB cannot avoid the archaeological resource identified, the resource's significance will be formally evaluated. If the resource is eligible for listing on the National Register of Historic Places, appropriate mitigation will be performed, in consultation with the New Mexico State Historic Preservation Office (SHPO) and in accordance with the National Historic Preservation Act (NHPA).

b) For any off-base sites eligible for listing on the National Register that would be impacted by the selected action, mitigation will be implemented in accordance with the NHPA, in consultation with the New Mexico SHPO, and in accordance with a Memorandum of Understanding between the U.S. Air Force and Fort Bliss.

c) Although no Native American traditional cultural properties have been identified within the West Otero Mesa NTC area, the U.S. Air Force will continue to conduct government-to-government communication with the Mescalero Apache.

d) The Air Force will continue to conduct government-to-government communication with the Mescalero Apache, Acoma, Ramah Navajo, Alamo Navajo, Laguna, and Zuni concerning the effects of aircraft overflights on traditional cultural properties of concern to these Native American reservations.

Soils and Water Resources

a) Construction activities at Holloman AFB, the Red Rio impact area, and the selected NTC will employ standard practices for control of runoff and infiltration as required by Federal and State

laws, regulations, and permits. Appropriate erosion control measures will be used to minimize sediment loading in the vicinity of the LDT and NTC.

b) Portions of the existing wildlife and livestock water supply distribution system at the West Otero Mesa NTC site will be relocated. This will facilitate construction and avoid negative impacts on this water resource. Any relocation will be coordinated with the Bureau of Land Management.

In addition to above the Air Force is committed to cooperation and coordination with the Bureau of Land Management (BLM) as set for the in the May 26, 1998, Memorandum of Understanding (MOU) between the BLM and the Air Force with regard to activities and impacts associated with the West Otero Mesa training option.

CONCLUSION:

I have considered the potential environmental consequences of the proposed action, the No Action alternative, and cumulative effects that overlap with the proposal in schedule and geography. I have taken into consideration these environmental factors as well as economic and technical considerations, national policy, and the U. S. Air Force mission in reaching my decision to proceed with the TTE expansion at Holloman AFB.

This record of decision is made in consideration of the matters discussed herein, the Final Environmental Impact Statement for the Proposed Expansion of German Air Force (GAF) Operations at Holloman Air Force Base (AFB), New Mexico, and the Council on Environmental Quality National Environmental Policy Act Regulations, 40 CFR Part 1505.

5/29/98
DATE

PHILLIP P. UPSCHULTE
Acting Assistant Secretary
(Manpower, Reserve Affairs,
Installations & Environment)