

**Memorandum of Understanding
Between
the United States Department of the Interior,
Bureau of Land Management
And
Kittitas County, Washington
Regarding
Cooperation in the Generation of the Vantage to Pomona Heights 230 kV Transmission
Line Project Environmental Impact Statement**

I. Introduction

Pacific Power has submitted an application to the U.S. Bureau of Land Management (BLM), Spokane District Office, for a right-of-way (ROW) grant to construct the Vantage to Pomona Heights 230 kV Transmission Line Project (Project) on BLM-administered property located in Washington. In addition to traversing BLM-administered property, the Project will traverse property that is subject to the jurisdiction of other federal, state, local, and tribal governmental entities. Pursuant to 40 C.F.R. § 1508.16, the BLM is the designated Lead Agency for the development of the National Environmental Policy Act (NEPA) Environmental Impact Statement (EIS) for the Project. Utilizing information obtained through the NEPA process, the BLM will evaluate the ROW application, and it will issue a Record of Decision (ROD) on the application.

A portion of the Project will be located on lands that are under the jurisdiction of Kittitas County, Washington. Pursuant to 40 C.F.R. § 1508.5, this Memorandum of Understanding (MOU) establishes Kittitas County as a Cooperating Agency for the purpose of assisting the BLM in preparing the EIS. Kittitas County is hereafter referred to as the “Cooperator.” The BLM and the Cooperator are hereafter referred to singularly as a “Party” and collectively as the “Parties.”

II. Purpose

The purpose of this MOU is to provide a framework for cooperation and coordination between the Parties in order to ensure successful completion of a thorough EIS in a timely and efficient manner.

III. Legal Authorities

A. The BLM’s legal authority to enter into and engage in the activities described within this MOU include, but are not limited to-

1. The National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.); and

2. The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).

B. Regulations implementing the above authorities are-

1. The Council on Environmental Quality's NEPA regulations (40 CFR 1501 et seq. and in particular 40 C.F.R. §§ 1501.6 and 1508.5); and
2. Department of the Interior NEPA regulations found at 43 C.F.R. Part 46, and in particular 43 C.F.R. § 46.225(d).

C. The Cooperator's legal authority to enter into and engage in the activities described within this MOU include, but are not limited to-

1. The Interlocal Cooperation Act (Ch. 39.34 RCW); and
2. Corporate Powers (Ch. 36.01.010 RCW).

IV. Roles, Responsibilities, and Understandings

A. The BLM agrees that:

1. The BLM's responsibilities include, without limitation, determining the purpose of and need for the Project in the EIS, selecting Project alternatives for analysis, identifying effects of the identified alternatives, selecting the preferred alternative, analyzing cumulative impacts, and analyzing potential mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
2. To the fullest extent consistent with its responsibilities as Lead Agency, the BLM will consider the comments, recommendations, data, and analyses provided by the Cooperator in the EIS process. Particular consideration will be given to Cooperator-provided information pertaining to lands the Cooperator has jurisdiction over and matters that the Cooperator has special expertise in.
3. To the fullest extent practicable, the BLM will provide the Cooperator with copies of EIS-related documents that are relevant to the Cooperator's responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, the Supplemental Draft EIS (SDEIS), the Final EIS (FEIS), and the ROD. Notwithstanding any provision of this MOU, the Cooperator understands and agrees that the BLM may choose to withhold any pre-decisional documents or other sensitive information where the BLM determines that disclosure to the Cooperator may impact the BLM's ability to prevent disclosure of such information to third-parties, or where withholding information is otherwise required by law.
4. Meet with the Cooperator at the Cooperator's request.

B. The Cooperator agrees that:

1. The Cooperator has jurisdiction over certain non-federal Project lands within its borders, and the Cooperator will issue permit(s) or otherwise regulate the Project on these lands in accordance with applicable law, including its zoning and land use regulations. Additionally, the Cooperator may have special expertise in matters relating to the implementation of the Project, including socioeconomics, land use planning, and local laws and administrative processes.
2. The Cooperator will participate in the NEPA process at the earliest possible time.
3. Where the Cooperator has special expertise in a particular matter, the Cooperator will provide information, data, analysis, comments, and technical expertise to the BLM to assist in the SDEIS and FEIS drafting process. In particular, the Cooperator will -
 - a. Provide information relating to the Cooperator's Conditional Use Permitting process for inclusion as background information in the EIS.
 - b. To the extent desired by the Cooperator and in a manner that is consistent with this MOU, participate in the activities identified in Attachment A. These activities include, but are not limited to, providing guidance on public involvement strategies, identifying data needs, identifying potential effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EIS and supporting documents when requested by BLM.
 - c. Provide such other information or conduct such other work as the BLM may request from time-to-time, and which the Cooperator agrees to provide.
4. Meet with the BLM at the BLM's request.

C. Parties jointly agree that:

1. The BLM retains final responsibility for determining the content of all BLM NEPA and other documents relating to the ROW application. These documents include, without limitation, the SDEIS, FEIS, and the ROD on the applicant's ROW application.
2. They will participate in this MOU in good faith, and to make a good faith effort to resolve any disagreements.

3. They will comply with the planning schedule provided as Attachment B (as it may be modified by the BLM from time-to-time after consultation with the Cooperator), which includes EIS milestones dates and timeframes for Cooperator' reviews and submissions.
4. Subject to the availability of appropriations, each Party will fund its own expenses associated with this MOU.
5. Pursuant to 2 U.S.C. § 1534(b) (a) all meetings will be held exclusively between Federal officials and elected officers of State, local, and tribal governments (or their designated employees with authority to act on their behalf) acting in their official capacities; and (b) such meetings must be solely for the purposes of exchanging views, information, or advice in furtherance of purposes of this MOU.
6. The provisions of this MOU are intended to assist the Parties in complying with applicable law and to assist in achieving the respective policy objectives of the Parties. The rights, duties and obligations contained in this MOU operate only between the Parties to this MOU, and solely intended to the benefit of the Parties to this MOU. This MOU is not intended to benefit any third-party. This MOU is not intended to be legally binding and cannot be enforced in any administrative or judicial forum by either Party or any third-party.
7. The BLM has approved a third-party environmental contractor, POWER Engineers, Inc., (POWER), which serves under the direction of the BLM. POWER's duties include, but are not limited to, facilitating public involvement, data collection, environmental analysis, and EIS preparation. The Cooperator may provide information and comments directly to POWER and collaborate with POWER's technical staff and subcontractors on matters within the jurisdiction or special expertise of the Cooperator. The Cooperator acknowledges that POWER is not authorized to undertake work at the Cooperator's request without the BLM's prior written approval.

V. Other Provisions

A. Authorities Not Altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of either Party regarding any matter within its jurisdiction. Nothing in this MOU shall require either Party to perform beyond its legal authority or in a manner that is inconsistent with its policies. This MOU and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as (i) in any way impairing the authority of the BLM to supervise, regulate, and administer property under applicable laws, regulations, or management plans or policies as they may be modified from time-to-time, or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.

B. Financial Obligations. Pursuant to 31 U.S.C. § 1341, nothing contained in this MOU shall be construed to obligate BLM, the Department of the Interior, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress, and the administrative allocation of appropriations for a specific purpose. Likewise, nothing in this MOU shall require Cooperator to assume any obligation or expend any sum in excess of available appropriations.

C. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any matter related to this MOU.

D. Conflict of Interest. The Parties agree not to retain or otherwise utilize any individual or organization in furtherance of the purposes of this MOU if they have a financial interest in the outcome of the Vantage to Pomona Heights 230 kV Transmission Line Project.

E. Documenting Inconsistency. To assist the Cooperator in better integrating the EIS into state and local planning processes, substantial inconsistencies, if any, between a proposed action and applicable state or local land use plans and related matters, that are brought to the attention of the BLM by the Cooperator, will be discussed in the EIS.

F. Management of Information:

1. The Cooperator understands and acknowledges that all supporting materials and draft documents generated in association with this MOU may become part of the BLM's Administrative Record for the Project. Additionally, such materials and documents may be subject to public disclosure pursuant to the requirements of the Freedom of Information Act (FOIA) (5 U.S.C. § 552) and other federal statutes.

2. Consistent with 43 C.F.R. § 46.225(d) which is binding on the BLM, the Cooperator shall treat all draft and final documents, deliberations, and other information provided to it by any federal agency or office, POWER, or any federal government contractor in furtherance of the purposes of this MOU, whether in writing, orally, or by any other means, as confidential and proprietary information, and the Cooperator agrees not to release or disclose such information to any third-party without the written permission of the BLM prior to its intentional public release by the BLM.

3. The BLM understands and acknowledges that Kittitas County may choose to either disclose or seek to protect from disclosure any information that was exclusively generated by Kittitas County, in accordance with law applicable to Kittitas County. The BLM acknowledges that the Cooperator's handling of these materials may implicate the requirements of certain state statutes or local ordinances governing release of information. The Parties agree that the BLM, at its discretion, may withhold from the Cooperator those documents that may be available for public release under such statutes or ordinances.

4. Non-Exclusive MOU. This MOU in no way restricts the BLM from participating in similar activities relating to the Project with other public or private agencies, organizations, and individuals.

VI. Agency Representatives

Each Party has designated a primary and alternate representative in Attachment C hereto, to ensure coordination between the Cooperator and the BLM during the NEPA process. Each Party may change its representative at will by providing written notice to the other Party. Unless otherwise agreed to by the Parties, each Party will provide all written correspondence to both the primary and alternate representative of the other Party at the email address identified in Attachment C.

VII. Administration of the MOU

A. Approval. This MOU will become effective upon its signature by the authorized officials of both the BLM and Cooperator.

B. Amendment. This MOU may be amended through written agreement of the Parties.

C. Termination. Either Party may terminate this MOU at any time and for any reason by providing written notice to the other Party. If not terminated earlier, this MOU will end when the ROD for the Vantage to Pomona Heights 230 kV Transmission Line Project is approved by the BLM.

VIII. Signatures

The Parties hereto have executed this MOU on the date of the last signature shown below.

For the Cooperator:

Robert 'Doc' Hansen, Planning Official
Kittitas County
Community Development Services
411 North Ruby Street, Suite 2
Ellensburg, WA 98926

Date

For the BLM:

Daniel C. Picard, District Manager
Bureau of Land Management
Spokane District Office
1103 N. Fancher Road
Spokane Valley, WA 99212

Date

Attachment A

Cooperating Agency Participation in the
Vantage to Pomona Heights 230 kV Transmission Line Project

	EIS Stage	Potential Activities of Cooperating Agency (Cooperator) within their acknowledged areas of expertise
1	Collect inventory data	Identify data needs; provide data and technical analyses within the Cooperator's expertise.
2	Formulate alternatives	Collaborate with the BLM Spokane District Office Manager in developing alternatives. Suggest land allocations or management actions to resolve issues.
3	Estimate effects of alternatives	Provide effects analysis within the Cooperator's expertise; identify direct, indirect, and cumulative effects within the Cooperator's expertise; suggest mitigation measures for adverse effects.
4	Select the preferred alternative; issue Draft EIS	Collaborate with the BLM Spokane District Office Manager in evaluating alternatives and in developing criteria for selecting the preferred alternative. Provide input on the DEIS and the SDEIS prior to the public comment period. The Cooperator may also provide written, public comments on the DEIS and the SDEIS during the public comment period if desired.
5	Respond to comments	As appropriate, review comments within the Cooperator's expertise and provide assistance in preparing BLM's responses.

Attachment B

Schedule

Vantage to Pomona Heights 230 kV Transmission Line Project Supplemental DEIS and Final EIS NEPA Schedule As Modified December 2013			
Activity/Milestone	Duration (business days)	Date	
Sage-Grouse Analysis	78 days	12/2/13	10/9/14
Sage-Grouse Subgroup reviews and provides comments to BLM on the Draft Scope of Work for the Sage-Grouse Analysis	3 days	12/9/13	12/11/13
BLM reviews and approves Final Scope of Work for the Sage-Grouse Analysis	3 days	12/12/13	12/16/13
Power sends notification of Final Scope of Work for the Sage-Grouse Analysis to Pacific Power	1 day	12/17/13	12/17/13
Power conducts sage-grouse impact analysis and develops mitigation options	25 days	12/18/13	1/21/14
Sage-Grouse Subgroup reviews, comments and approves sage-grouse analysis mitigation to be carried forward into the Sage-Grouse Analysis and Mitigation Report	15 days	1/22/14	2/11/14
Power prepares a Draft Sage-Grouse Analysis and Mitigation Report	15 days	1/29/14	2/18/14
Sage-Grouse Subgroup reviews and provides comments to BLM on the Draft Sage-Grouse Analysis and Mitigation Report	5 days	2/19/14	2/25/14
Sage-Grouse Subgroup in-person meeting to review Draft Sage-Grouse Analysis and Mitigation Report comments	1 day	2/26/14	2/26/14
Power responds to comments and revises report for BLM review and approval	5 days	2/27/14	3/5/14
BLM reviews and approves Sage-Grouse Analysis and Mitigation Report	5 days	3/6/14	3/12/14
Power incorporates Sage-Grouse Analysis and Mitigation Report information into SDEIS Chapters 3 and 4	5 days	3/13/14	3/19/14
<p><i>In order to adhere to the above deadlines, the following assumptions were made:</i></p> <ul style="list-style-type: none"> <i>Assumes the Sage-Grouse Subgroup and BLM have concurrence on the NNR Alternative segments and the Manastash Ridge Subroute segments no later than November 29, 2013.</i> <i>Assumes that any requests to Pacific Power will be responded to within the requested timeframe.</i> <i>Assumes that comments on the Report and mitigation development will be provided within the requested timeframe.</i> <p><i>Assumes that, if mitigation development becomes complex, dates shown in this schedule will be adjusted.</i></p>			

SDEIS Chapter 1 Purpose and Need and Chapter 2 Proposed Action and Alternatives	40 days	1/25/13	1/17/14
BLM & Cooperators comments on Chapter 1 Purpose and Need (submitted in early September)	10 days	11/25/13	12/6/13
Power finalizes Chapter 1	5 days	12/9/13	12/13/13
Power updates Chapter 2 Proposed Action and Alternatives and submits to BLM and Cooperating Agencies (Cooperators) for review	10 days	11/25/13	12/6/13
BLM and Cooperators review Chapter 2	25 days	12/9/13	1/10/14
Power responds to comments and revises Chapter 2	5 days	1/13/14	1/17/14
<p><i>In order to adhere to the above deadlines, the following assumptions were made:</i></p> <ul style="list-style-type: none"> Assumes the Sage-Grouse Subgroup and BLM have concurrence on the NNR Alternative segments and the Manastash Ridge Subroute segments no later than November 29, 2013. <p><i>Assumes that any requests to Pacific Power will be responded to within the requested timeframe.</i></p>			
SDEIS Chapter 3 Affected Environment	46 days	1/29/13	1/31/14
Power prepares Draft Chapter 3 Affected Environment sections	26 days	11/29/13	1/3/14
BLM and Cooperators review Chapter 3	15 days	1/6/14	1/24/14
Power responds to comments and revises Chapter 3 & final approval of edits	5 days	1/27/14	1/31/14
SDEIS Chapter 4 Environmental Consequences	65 days	2/3/14	5/2/14
Power prepares Draft Chapter 4 and Cumulative Impact section	30 days	2/3/14	3/14/14
BLM and Cooperators review Chapter 4 and Cumulative Impact section	20 days	3/17/14	4/11/14
Power responds to comments and revises Chapter 4 and Cumulative Impact section; final approval of edits	15 days	4/14/14	5/2/14
<p><i>In order to adhere to the above deadlines, the following assumptions were made:</i></p> <p><i>Assumes that this SDEIS will not address any comments raised in the DEIS, unless it directly relates to the analysis for the NNR Alternative segments and the Manastash Ridge Subroute segments.</i></p>			
Prepare Preliminary SDEIS and SDEIS	121 days	5/5/14	10/20/14
Power finalizes Chapters 1-8, including appendices	15 days	5/5/14	5/23/14
Power prepares Preliminary SDEIS, including a complete technical edit	10 days	5/26/14	6/6/14
BLM, Cooperators and Solicitors Office reviews Preliminary SDEIS and provide consolidated comments to Power; BLM briefs State Director; BLM transmits Preliminary SDEIS to BLM Washington Office for Approval; BLM briefs Washington Office Director	20 days	6/9/14	7/4/14
Power revises Preliminary SDEIS and prepares print-ready SDEIS	15 days	7/7/14	7/25/14
BLM provides final approval of Print Ready SDEIS	5 days	7/28/14	8/1/14

Vastec prepares SDEIS to 508 compliance	15 days	8/4/14	8/22/14
Power prepares and submits Federal Register Notice of Availability, Briefing Paper, and Communication Plan for inclusion in the FR Notice package to BLM	5 days	6/2/14	6/6/14
BLM transmits Federal Register Notice to BLM Washington Office for Approval; BLM briefs Washington Office Director	50 days	6/9/14	8/15/14
Power prepares print and CD copies of SDEIS	5 days	8/25/14	8/29/14
Power and BLM prepare and send Availability Letters to mailing list	5 days	8/26/14	9/1/14
BLM files SDEIS with EPA (electronic filing); BLM issues a press release, conducts calls to key contacts, including congressional and federal, state and local government officials as needed	1 day	8/28/14	8/28/14
BLM posts SDEIS to BLM website	5 days	8/25/14	8/29/14
Notice of Availability Published in Federal Register	1 day	9/5/14	9/5/14
Power and BLM prepare a SDEIS Public Meeting Plan. Plan will include number and location of meetings, who will organize meetings, who will prepare and approve exhibits and presentations, and who will participate	5 days	8/11/14	8/15/14
Formal Public Meeting is conducted	5 days	9/29/14	10/3/14
Public Comment 45-day period	32 days	9/8/14	10/21/14
Prepare Final EIS	149 days	0/22/14	5/18/15
Power conducts content analysis of Public and Agency comments	14 days	0/22/14	11/10/14
Power prepares response to comments on DEIS and SDEIS and submits draft comment response to BLM and cooperating agencies for review	15 days	11/11/14	12/1/14
BLM and cooperating agencies review response to comments and provide comments to BLM and Power	15 days	12/2/14	12/22/14
BLM and Power finalize response to comment summary *Includes Holiday period	15 days	2/23/14	1/12/15
Power prepares Preliminary FEIS and BLM identifies Preferred Alternative	10 days	1/13/15	1/26/15
<p><i>In order to adhere to this potential deadline, the following assumptions were made:</i></p> <ul style="list-style-type: none"> <i>Assumes no substantial change in the project or project design occurs between the SDEIS and FEIS and that no substantial re-analysis is required.</i> <i>Assumes that no additional alternatives are identified.</i> <p><i>Assumes that the volume of comments received on the SDEIS is not significant.</i></p>			
BLM, Cooperators and Solicitors Office reviews FEIS and provide consolidated comments to Power; BLM briefs State Director; Cooperating agencies concurrence with the Preferred Alternative	20 days	1/27/15	2/23/15
Power revises Preliminary FEIS and prepares FEIS	5 days	2/24/15	3/2/15
BLM provides final approval of FEIS	5 days	3/3/15	3/9/15

Vastec prepares FEIS to 508 compliance	20 days	3/10/15	4/6/15
Power and BLM prepare Federal Register Notice of Availability, Briefing Paper, and Communication Plan for inclusion in the FR Notice package	5 days	2/29/14	1/2/15
BLM transmits Federal Register Notice to BLM Washington Office for Approval; BLM briefs Washington Office Director	60 days	1/5/15	3/27/15
Power prepares print and CD copies of FEIS	5 days	4/7/15	4/13/15
Power and BLM prepare and send Availability Letters to mailing list	5 days	2/11/15	2/17/15
BLM files FEIS with EPA (electronic filing); BLM issues a press release, conducts calls to key contacts, including congressional and federal, state and local government officials as needed.	1 day	4/9/15	4/9/15
BLM posts FEIS to BLM website	5 days	4/6/15	4/10/15
Federal Register Notice of Availability Published	1 day	4/17/15	4/17/15
FEIS 30-day Availability Period	21 days	4/20/15	5/18/15
Record of Decision and Grant of Right-of-Way	48 days	5/19/15	7/23/15
Cooperating Agencies provide letters of concurrence; BLM briefs State Director	10 days	5/19/15	6/1/15
Power and BLM prepare ROD and Notice of Appeal Opportunity letters to mailing list	20 days	5/19/15	6/15/15
Appeal period – 30 days	22 days	6/16/15	7/15/15
BLM, YTC, BOR, & FHWA issue Grant of Right-of-Way	6 days	7/16/15	7/23/15
Cultural Resources	472 days	1/6/14	10/27/15
Section 106 Programmatic Agreement	45 days	1/6/14	3/7/14
SHPO & Tribal Consultation	24 days	1/27/15	2/27/15
Complete Cultural Resources Field Survey of Preferred Alternative	24 days	1/27/15	2/27/15
Complete Draft Cultural Resources Inventory Report	25 days	3/30/15	5/1/15
Review/Revise Cultural Resources Inventory Report	25 days	5/4/15	6/5/15
SHPO & Tribal Consultation on Findings	25 days	6/8/15	7/10/15
Cultural Resources Technical Report	33 days	6/3/15	7/17/15
Update FEIS with Survey Results	17 days	6/25/15	7/17/15
Historic Properties Treatment Plan (HPTP)	60 days	7/13/15	10/2/15
SHPO & Tribal Consultation on HPTP	17 days	10/5/15	10/27/15

Cultural Resources Monitoring & Training Program (CRMP)	18 days	7/13/15	8/5/15
SHPO & Tribal Consultation on CRMP	23 days	8/6/15	9/7/15
Inventory Following Design Changes	5 days	7/16/15	7/22/15
Biological Assessment	110 days	1/5/15	6/5/15
Informal Consultation	20 days	1/5/15	1/30/15
Power prepares a Draft Biological Assessment	20 days	1/27/15	2/23/15
BLM/YTC Review of Draft BA	15 days	2/24/15	3/16/15
Power revises and prepares Final BA	10 days	3/17/15	3/30/15
Consultation or Conference with USFWS and NOAA Fisheries, as necessary	90 days	1/27/15	6/1/15
USFWS issues a Concurrence Letter	5 days	6/2/15	6/8/15

Attachment C
Agency Representatives

Bureau of Land Management (BLM)

Primary Representative:

Roberta (Robin) Estes
Project Manager
BLM, Oregon State Office
3050 NE Third Street
Prineville, OR 97754
Office Phone: (541) 416-6728
Email Address: restes@blm.gov

Alternate Representative:

Linda Coates-Markle
Wenatchee Field Office Manager
BLM, Wenatchee Field Office
915 North Walla Walla
Wenatchee, WA 98801
Office Phone: (509) 665- 2101
Email Address: lcmarkle@blm.gov

Kittitas County

Primary Representative:

Lindsey Ozbolt, Staff Planner
411 North Ruby Street, Suite 2
Ellensburg, WA 98926
Office Phone: (509) 962-7637
Email Address: lindsey.ozbolt@co.kittitas.wa.us

Alternate Representative:

Robert 'Doc' Hansen, Planning Official
Kittitas County
Community Development Services
411 North Ruby Street, Suite 2
Ellensburg, WA 98926
Office Phone: (509) 962-7046
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