

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MOAB FIELD OFFICE
AND
SEVEN COUNTY INFRASTRUCTURE COALITION
AND
TETRA TECH, INC.
FOR
PREPARATION OF AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE EASTERN UTAH REGIONAL CONNECTION**

I. PURPOSE

On March 6, 2019, the Seven County Infrastructure Coalition (Coalition or Applicant) submitted to the BLM Moab Field Office a right-of-way (ROW) application for the Eastern Utah Regional Connection (Project). The Project includes construction of approximately 35 miles of paved, year-round, roadway to link the existing Seep Ridge Road in southern Uintah County, Utah, to Interstate 70 (I-70) at the existing Cisco/Danish Flat interchange (Exit 214) in Grand County, Utah.

A significant portion of the Project would require right-of-way across land administered by the BLM Moab Field Office and Vernal Field Office in Utah. To support the decision-making process, the BLM Moab Field Office is overseeing the preparation of an Environmental Impact Statement (EIS) in accordance with the National Environmental Policy Act (NEPA) for the Project.

To facilitate timely completion of the EIS and other Project-related administrative work, the BLM and the Applicant have agreed that the EIS will be prepared by Tetra Tech, Inc., a third-party contractor (Contractor), under the direct supervision and control of the BLM, with technical input and participation by the Applicant as appropriate and at the discretion of the BLM. The purpose of this Memorandum of Understanding (MOU) is to establish an agreement between BLM, the Applicant, and the Contractor, regarding the procedures for the preparation of the EIS through completion of the Record of Decision (ROD) and compilation of the Administrative Record.

II. LEGAL AUTHORITIES

The BLM enters into this MOU pursuant to the following authorities:

- A. NEPA, as amended (42 United States Code § 4321 et seq.);
- B. Council on Environmental Quality (CEQ) NEPA implementing regulations (40 Code of Federal Regulations §§ 1500-1508); and
- C. other applicable laws.

III. RESPONSIBILITIES

A. BLM Responsibilities

- 1. BLM shall assume complete control over the scope and content of the EIS. As such, the BLM has primary responsibility for preparation of all or portions of the EIS during the NEPA process.
- 2. In coordination with the Applicant and the Contractor, BLM will establish a project schedule with key milestones and will provide personnel and other resources to complete tasks in accordance with the schedule. BLM will arrange meetings and conference calls,

- as necessary, between BLM, Applicant, Contractor, and any cooperating agencies.
3. As appropriate, the BLM will be responsible for the identifying and inviting cooperating agencies to participate in development of the EIS. All consultation and coordination with cooperating agencies will be the responsibility of the BLM. The Contractor may assist under the discretion of the BLM.
 4. BLM will facilitate the completion of the EIS within the time frames specified in the project schedule and in compliance with departmental and agency streamlining requirements. In addition, BLM will establish an interdisciplinary team to oversee the EIS.
 5. BLM will determine the adequacy of the EIS and will ultimately decide on the inclusion or deletion of all EIS material including data, analysis, and conclusions. BLM will determine any necessary modification of the EIS as a result of public, cooperating agency, or Applicant submitted comments. BLM will accept the EIS from the Contractor after proper review, verification, and approval of its contents.
 6. BLM will make final effects determinations and undertake consultations required by Section 7 of the Endangered Species Act (ESA) of 1973, as amended, and Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. BLM is responsible for and will initiate and conduct consultation with Native American Tribes affected by the Project. BLM will involve the Applicant in these consultations as appropriate.
 7. BLM will oversee all public involvement efforts related to the EIS. In addition to posting the Project on the BLM's ePlanning website, the BLM will determine the need for formal scoping and review periods, news releases, mailings, etc.
 8. BLM will assist in preparation of and lead meetings between the BLM, Applicant, and Contractor, and any meetings that may involve the public. BLM will ensure that any materials prepared for the public meetings by the Contractor meet BLM requirements. BLM will prepare and issue any notices. BLM will also collect, process, and analyze scoping comments with assistance of the Contractor.
 9. If applicable, following completion of the scoping and/or public comment period(s), the BLM will gather and consolidate comments, resolve internal conflicting comments, and will collaborate with the Contractor (and Applicant, as appropriate) with a summary of comments in accordance with the project schedule.
 10. BLM will designate a primary point of contact to coordinate all matters concerning the Project. Any modifications to the point of contact will be provided in writing to the other parties.
 11. BLM will assume responsibility for the design and organization of Administrative Record.
 12. BLM will be responsible for responding to all the public information requests pursuant to the rules and exceptions of the Freedom of Information Act (FOIA), or other applicable laws.
 13. As deemed appropriate for the Project, the BLM will direct the Contractor in preparing:
 - a public involvement plan;
 - an information mailer/newsletter or news releases for the EIS and ROD; and
 - a mailing list for circulation of scoping notices and the EIS.
 14. BLM has discretion to invite the Applicant to attend meetings with federal, state, regional and local agencies, Native American Tribes and other groups to address issues within the scope of the EIS, as appropriate under law. BLM will recommend project modifications to the Applicant to mitigate impacts on the environment. Upon concurrence from the Applicant, modifications may be made to the Proposed Action to reduce or eliminate adverse effects. If any means, measures, or practices recommended by the BLM are not incorporated into the Proposed Action, the BLM may elect to analyze in detail an alternative that includes identified design features for environmental protection.
 15. The BLM will provide the Applicant with a list of standard terms and conditions that are

applicable to the federal action under consideration that will be incorporated into the Applicant's Plan of Development (POD).

16. The BLM has discretion to provide the Applicant with sections of the EIS and other reports for review and technical input. In all cases, the BLM will review any input and information provided by Applicant and determine final EIS content.
17. The BLM will be responsible for preparation of the purpose and need for action, identifying issues to be carried forward for analysis, and developing a reasonable range of alternatives.
18. The BLM also will be responsible for preparation of a ROD.
19. Costs to the Applicant will not exceed the budget outlined in the executed cost recovery agreement without prior written authorization by the Applicant.

B. Applicant Responsibilities

1. The Applicant will provide a complete description of the Project, including scope, purpose and need, and any preliminary alternatives identified by the Applicant for BLM review. The Applicant will provide the supporting expertise, staffing, technical capabilities, and environmental information required by BLM for EIS preparation.
2. The Applicant will participate in meetings, site-visits and conference calls as requested by the BLM; respond to requests for Project information; and provide review comments within the project schedule. If the Applicant fails to meet the schedule, BLM will adjust the schedule commensurate with the resulting delay.
3. The Applicant will assist the Contractor in preparation of a POD. The Applicant will submit for BLM review a draft POD that describes in detail the construction, operation, maintenance, rehabilitation and termination procedures for the Project, including all ancillary facilities.
4. The Applicant will be financially responsible for preparation, printing, and distribution of the EIS and other related documents. The Applicant will be financially responsible for the collection, compilation, and display of all resource data necessary to support the EIS. This includes obtaining inventory data from affected agencies, gathering necessary field data to BLM requirements, and compilation of the Administrative Record.
5. The Applicant will be financially responsible for providing the Contractor who will prepare and edit the EIS. The BLM may provide certain sections of the EIS to the Applicant for review. The Applicant will be responsible for charges associated with the Project as a matter of BLM cost recovery.
6. The Applicant will be allowed to comment on their goals and objectives for the Proposed Action and the technical and economic feasibility of alternatives to the Proposed Action; however, the BLM will not provide the Applicant with opportunity to review or comment on the environmental effects analysis, results, or conclusions included within the EIS independent of a public comment period. Requests for information for the Applicant will be routed through the BLM.
7. Unless otherwise agreed upon, the Applicant will be financially responsible for the development, coordination and completion of all Contractor conducted cultural and historic clearances and biological surveys associated with the Project as directed by the BLM. All associated field data, electronic information, and reports will be provided to and become property of the BLM. The final decision for all determinations, procedures, recommendations, methods, clearances and surveys will be made by the BLM in consultation with other agencies that have jurisdiction by law. The BLM will provide shape files or other information to assist the Applicant in avoidance of historic properties or special status species during final engineering and design.
8. All costs incurred by the Contractor or any subcontractors in connection with the preparation and implementation of the EIS will be the sole responsibility of the Applicant.

The indemnification by the Applicant of the Contractor does not extend to suits filed by third parties against the agencies involving the legality or adequacy of any federal agency's compliance with NEPA or other federal laws to the extent of the agencies' liability for those issues.

9. The Applicant understands that withdrawal of the ROW application by the Applicant will end the NEPA process. In this case, the Applicant would be responsible for costs incurred by BLM in terminating the NEPA process.
10. The Applicant will establish a primary point of contact for coordination with the BLM and the Contractor on all matters relating to the Project. Any modifications to the point of contact will be provided in writing to the other parties.
11. The Applicant will participate in identification of means, measures, or practices that would reduce or eliminate adverse effects as requested by the BLM.
12. The Applicant will identify and comply with all federal, state, and local laws and regulations and will obtain all required permits that apply to the Project.
13. The Applicant will ensure that the Contractor and any subcontractors have no direct financial interest in the design, construction, or operation of the Project, except for remuneration specifically for preparing the EIS and any design necessary for the EIS analysis. The Applicant will be responsible for all contract-related costs incurred in connection with the employment of the Contractor and all subcontractors.

C. Contractor Responsibilities

1. The Contractor will sign a disclosure statement certifying that they have no financial or economic interest in the planning, design, or operation of the Project.
2. The Contractor will not provide copies of the EIS or associated data to the Applicant or other interested parties unless authorized by the BLM.
3. The Contractor will meet timeframes and schedules as directed by the BLM.
4. The Contractor will comply with BLM requests related to content or relevance of material (including all data, analyses, and conclusions) in the EIS.
5. The Contractor will provide written responses to any comments on draft documents submitted in writing by the BLM.
6. The Contractor will withhold preparation of the EIS until the BLM has conducted internal scoping and identified issues that should be carried forward for detailed analysis. Analysis included within the EIS will be limited to those issues identified by the BLM during the scoping process and identified during agency scoping and documented on the interdisciplinary team checklist.
7. The Contractor will maintain confidentiality and will limit Applicant involvement and communications during EIS preparation to those specified in this MOU and in any subsequent communications plan that may be developed. Unless otherwise noted, the Contractor will have no direct communication with the Applicant except specifically authorized by the BLM. The Contractor will work with the BLM to prepare requests for information, which will be routed through the BLM to the Applicant.
8. The Contractor will help organize, coordinate, and participate in interdisciplinary team meetings, public meetings, and project conference calls. The Contractor will also prepare draft agendas for and summaries of meetings and conference calls; prepare draft letters and other requested documents; incorporate all BLM comments/changes in the EIS; and other items as directed by the BLM.
9. The Contractor will compile the Administrative Record as specified by the BLM. The record is to reflect the BLM decision making process and is to conform to the applicable laws and regulations. The Contractor will provide the BLM with a complete Administrative Record at the time a determination of significant effects is rendered on the Project or earlier if request.

10. The Contractor will not release any information contained within the Administrative Record without the BLM's review and approval.
11. The Contractor will follow the format and content requirements of the BLM NEPA Handbook (H-1790-1) and departmental and agency streamlining requirements. If the EIS does not follow these directives, it will be sent back to the Contractor as unacceptable for review.
12. The Contractor will prepare all documents using a writing standard provided by the BLM or a style guide that ensures consistency in usage, terminology, and formatting across the document. Documents that are not standardized will be sent back to the Contractor as unacceptable for review. If it is determined by the BLM that a document does not meet environmental technical writing standards, the document can be sent back to the Contractor without further justification.
13. The Contractor will not submit documents that include Contractor logos.
14. The Contractor will establish a primary point of contact for coordination with the BLM and the Applicant on all matters relating to the Project. Any modifications to the point of contact will be provided in writing to the other parties.
15. Costs to the Applicant will not exceed the scope of work and budget outlined in the executed professional services agreement and MOU without prior written authorization by the Applicant.

IV. ADMINISTRATIVE AND LEGAL PROVISIONS

A. TERM

This MOU shall become effective upon signature of all three parties and shall expire following completion of the Project unless terminated prior to expiration by any parties to the agreement.

B. MODIFICATION AND AMENDMENT

This MOU may be modified, amended, or supplemented in writing by mutual agreement of all three parties. Modification shall be made by issuance of a fully executed amendment prior to any changes being performed.

C. NON-FUND-OBLIGATING DOCUMENT

This instrument is neither a fiscal nor a funds-obligation document. Any endeavor involving reimbursement or contribution of funds between the parties will be handled in accordance with applicable laws, regulations, and procedures including those for federal government procurement and printing. Such endeavors will be outlined in a separate cost recovery agreement that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for non-competitive award to the cooperator of any contract or other agreement.

D. TERMINATION

1. This MOU may be terminated prior to expiration with the written consent of all three parties. Each party may initiate termination upon thirty (30) days written notice to the other parties. During the intervening 30 days, the parties agree to actively attempt to resolve any outstanding disputes or disagreements.
2. In the event this MOU is terminated, but the Project is not withdrawn, the BLM will evaluate its capabilities to complete and schedule preparation of the appropriate level of NEPA documentation consistent with personnel and budgetary limitations.
3. In the event this MOU is terminated, and the Applicant withdraws its proposal for the Project, the BLM shall be under no obligation to continue preparation of an EIS for the Project or to take any other action related to compliance with NEPA and all other applicable Federal laws

and regulations.

4. In the event of termination, BLM shall have delivery of all non-proprietary and non-confidential documentation developed by or in possession of the Contractor in paper or electronic format. In addition, the Applicant shall require the Contractor to submit to BLM in paper or electronic format the environmental work and analyses (i.e. field data, reports, GIS data etc.) done by the Contractor prior to termination of the MOU.

EFFECTIVE DATE

This MOU and any attachments hereto shall become effective upon signature of all three parties.

SIGNATURES OF AGREEMENT


Bureau of Land Management



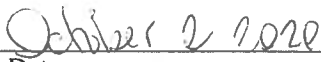
Signature

Nicollee Gaddis-Wyatt

Printed Name

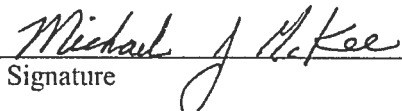


Printed Title




Date


**Seven County Infrastructure Coalition
Applicant**



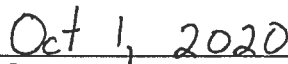
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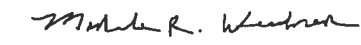


Printed Title



Date

**Tetra Tech, Inc.
Third-Party Contractor**



Signature

Michele R. Weidner

Printed Name

Project Manager

Printed Title

10/1/2020

Date