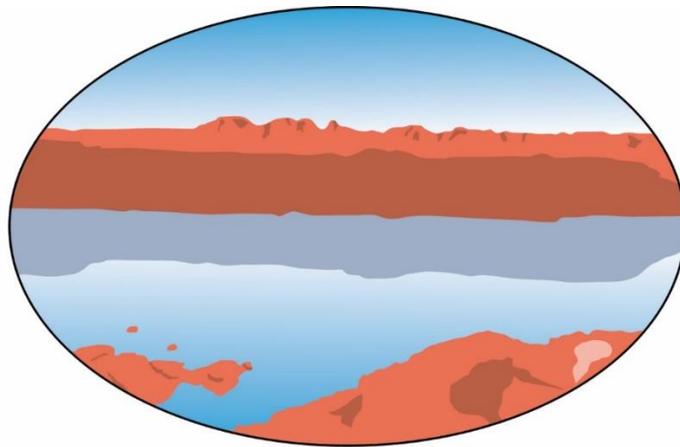


REQUEST FOR PROPOSALS

FOR THE PREPARATION OF AN AMENDMENT

TO THE

**ARIZONA STRIP FIELD OFFICE RECORD OF DECISION,
APPROVED RESOURCE MANAGEMENT PLAN (2008) IN
COCONINO AND MOHAVE COUNTIES, ARIZONA**



WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT

Issued February 23, 2018 -- Updated

BACKGROUND

Washington County Water Conservancy District (District) is a political subdivision of the State of Utah organized and existing under the Water Conservancy District Act to develop, manage, enhance, conserve and stabilize water resources within the county. The District is primarily a wholesaler of water to various municipalities and also serves water on a retail basis. The District will be a recipient of water pursuant to the Lake Powell Pipeline Development Act, Utah Code Annotated, Section 73-28-101 *et seq.* The Bureau

of Land Management (BLM) is involved in the federal permitting process for the Lake Powell Pipeline. Approval of the pipeline project would require the preparation of an amendment of the Arizona Strip Field Office Record of Decision, Approved Resource Management Plan (RMP) (2008) in Coconino and Mohave Counties, Arizona.

REQUEST FOR PROPOSALS

The District is seeking Proposals to perform the work set forth on the Scope of Work (SOW) attached as Exhibit A and incorporated by reference. Personnel of the BLM will evaluate the proposals and select the successful Offeror. All work will be performed under the direct supervision and control of the BLM, pursuant to a Memorandum of Understanding (MOU) between the District, Utah Division of Water Resources and the BLM, attached as Exhibit B and incorporated by reference. The successful Offeror must abide by the terms and provisions of the MOU insofar as they apply to this RFP. The Offeror awarded the contract shall provide all the labor, project management, materials and other services and deliverables as specified in the SOW. **Proposals must be received by the District no later than March 23, 2018, 4:00 pm.**

AGREEMENT

The District's Agreement, attached and incorporated as Exhibit C, must be signed and submitted with the Offeror's Proposal.

ACKNOWLEDGMENT

By submitting a proposal, the Offeror acknowledges that he/she has read and understands the documents provided, has become familiar with the conditions which might directly or indirectly affect the schedule and budget, has identified any questions or concerns about the SOW, has ensured that all questions are fully clarified, and has provided a notice of any conditions or omissions that might alter the expectations of performance as set forth in this document, the SOW, the MOU and the Agreement.

The Offeror certifies and confirms its ability to perform the Project, within the specified time, based on detailed review of the information provided and any other information acquired by the Offeror and represents that this document, the SOW, the MOU and the Agreement are sufficient to determine the cost of the Work, to enter into the Agreement and to perform the work outlined in this document, the SOW and the Agreement.

ISSUED BY

Washington County Water Conservancy District
533 E. Waterworks Drive
St. George, Utah 84770

CONTACT INFORMATION:

Sandy Jewkes
(435) 673-3617 (office)
sandyjewkes@wcwcd.utah.gov
www.wcwcd.org

SUBMISSION DUE DATE, TIME, LOCATION AND MANNER

The Proposal and Agreement, each executed by someone with authority to bind the Offeror, must be received by the District no later than March 23, 2018, 4:00 pm. The Proposal and Agreement must be submitted in portable document format (PDF) via email to sandyjewkes@wcwcd.utah.gov. The Cost Proposal must be attached in a separate PDF from the Service Proposal. The email must clearly identify: 1) Name of Offeror, 2) Contact Information of Offeror, and 3) that it contains a PROPOSAL FOR THE PREPARATION OF AN RMP AMENDMENT. The District assumes no responsibility for delays, whether caused by internet or system failure or any other event.

PROPOSAL REQUIRED CONTENT

This Request for Proposals is designed to provide Offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty to expand upon the specifications to show relevant capability. Additional information to clarify responses may be requested before selecting the firm.

Service Proposal for Scope of Work

The Service Proposal shall include the following information for each Offeror (including subcontracting entities) and any other information the Offeror deems relevant or essential to demonstrate its:

1. Qualifications:

- a. Identify the firm/firms involved as the proposed project team and the relationships between them.
- b. Identify the project manager and the key personnel from each firm who are expected to work on project teams. Include resumes for these personnel.
- c. List previous projects overseen by the project manager that demonstrate his/her expertise and experience in similar projects, with satisfactory completion or progression of work, within the range of complexity or comparable scope to this project.
- d. Summarize previous projects that show the expertise and experience of the firm/firms and the project team's proposed personnel in similar projects and satisfactory completion or progression of work within the range of complexity or comparable scope to this project.

2. Suitability for the particular project:

- a. Successful demonstration of proposed project manager and key personnel working on RMPs and RMPAs with BLM in Utah, Arizona, or other southwestern states.
- b. Knowledge of and experience working with ACECs and other special management areas.
- c. Knowledge of and experience working with resources in the Arizona Strip or similar area.
- d. Knowledge of and experience working with rights-of-way on federal lands.
- e. Knowledge of and experience working with federal land use planning under the Federal Land Policy and Management Act (FLPMA), National Environmental Policy Act (NEPA), and other applicable laws, regulations, and agency policy on BLM-administered lands.
- f. Personnel with expertise (including subcontractors) in the following areas:
 - i. Wetlands/riparian zones,
 - ii. Hydrology,
 - iii. Wildlife and fisheries,
 - iv. Biology,

- v. Botany/vegetation resources,
- vi. Archeology/cultural resources,
- vii. Economics,
- viii. Recreation,
- ix. Soils,
- x. Land use planning,
- xi. Special Management Areas

3. Knowledge and experience of Offeror regarding:

- a. Preparation of land use plans and plan amendments, in compliance with FLPMA and other federal requirements.
- b. Completion of NEPA analyses for projects of varying levels of complexity for BLM and any other federal authorizing agencies.
- c. Capability of conducting environmental review activities that satisfy the requirements of NEPA, including environmental impact statements and related activities necessary to complete those reviews in connection with amendments to RMPs.
- d. Capability of producing a scientifically sound and legally defensible product that meets applicable requirements of and is acceptable to the federal agency with authority over the matter, as set forth in law, regulation and established policy, in a cost-effective and timely manner.
- e. Good working knowledge, capability of providing professional services, and experience preparing various analyses, reports, and other deliverables in connection with projects that would require compliance with applicable statutory requirements as well as any corresponding federal and state regulations. Specifically identify experience with the following:
 - i. Preparation of Federal Register Notices (including Notices of Intent and Notices of Availability),
 - ii. Compilation and review of existing data and information relevant to the proposed action,
 - iii. Development of preparation plans for land use planning projects,
 - iv. Development of coordination plans where more than one federal agency, office, cooperating agency or other party is involved,
 - v. Coordination among various parties and conducting meetings, including preparation and distribution of meeting agendas and minutes,
 - vi. Development of elements of the scope of work for a proposed action,
 - vii. Scoping, including preparation of letters and notices, presentation materials, meeting facilitation, preparation of scoping reports, and review and analysis of comments received,
 - viii. Management of public participation,
 - ix. Collection of new data,
 - x. Characterization of environmental conditions and potential impacts, analysis of significance of potential impacts, analysis of alternatives and mitigation measures
 - xi. Articulation of issues,
 - xii. Land use plan amendments,

xiii. Preparation, printing and distribution of plans, scoping packages, various reports, notices, and final and draft EIS documents and notices, as required.

4. Quality of proposal:

- a. Demonstrate project team members' analytical skills necessary to determine relevant issues, including, but not limited to, potential project impacts, cumulative effects, and reasonably foreseeable activity scenarios, including project manager's skills managing large and complex projects.
- b. Demonstrate team members' ability to collect, synthesize, and objectively analyze and present data and findings of information to perform attached SOW.
- c. Demonstrate team members' ability to prepare a concise, well-organized, edited and readable report that contains valid information rather than unedited or "cut and paste" sections from other documents.
- d. Provide documentation of the Offeror's editorial policy with regard to writing plans, reports and related documents.
- e. Demonstrate team members' ability to coordinate, manage, and control projects and their costs, including the ability to coordinate among federal, state and local agencies as well as diverse private sector interests.
- f. Demonstrate availability of key project personnel as designated in the Proposal and the commitment and priority of the team to the project. Specify whether key project personnel will also be assigned to other projects within the firm.
- g. Demonstrate team members' appropriate level of training, experience, expertise, as well as the Offeror's ability to provide pertinent reports, GIS maps, and other required technical information.
- h. Demonstrate availability and ability of team members for meeting in person and communicating readily with lead agencies and entities.
- i. The quality, completeness, and appropriateness of Offeror's Proposal will factor into its score for the quality of the product.

5. Time, manner, and schedule of delivery:

- a. Demonstrate how the Offeror will meet or accomplish tasks faster than the schedule set forth in the SOW.
- b. List any work awarded in the past ten years, but not completed, and the reason for not completing the work.
- c. List the following for the three (3) most recent projects for which the Offeror has been the principal environmental consultant:
 - i. Project name and proponent,
 - ii. Date on which work was permitted to begin under agreement,
 - iii. Date on which work was expected to be complete under agreement,
 - iv. Date on which final deliverable was submitted,
 - v. Explanation of any delays.
- d. List any previous projects where Offeror has asked for or received change orders in scope or costs.
- e. Demonstrate past performance on similar projects involving the BLM, including a history of completing projects on schedule.

6. References:

Provide names of three (3) entities with whom the Offeror has previously contracted to prepare an RMP, RMP Amendment, or RMP revision in Utah, Arizona, or other southwestern state which the District may contact. Include names of individual contacts, telephone numbers and mailing address for each reference.

Cost Proposal for Scope of Work

The Cost Proposal shall include the following information:

1. Total, not-to-exceed cost for executing the SOW (Exhibit A).
2. Line item cost breakdown for each task identified in the SOW.
3. Time, materials and equipment cost breakdown as it will be charged to the District, including:
 - a. The hourly cost for each staff member who may be assigned to the project,
 - b. The cost of any materials needed to complete the project,
 - c. The hourly cost of any equipment needed to complete the project.

Note: Read the SOW carefully. Neither a line item cost nor the total, not-to-exceed cost may be exceeded except by change order agreed to and authorized in advance in writing by the District. In the event the District authorizes a change order, it shall be charged according to time, materials and equipment cost breakdown included in the Cost Proposal.

MINIMUM QUALIFICATIONS, EVALUATION CRITERIA, AND APPLICABLE SCORE THRESHOLDS

A Proposal that does not contain the required content set forth in this Request for Proposals will be considered nonresponsive. An Offeror whose proposal receives a score of zero for any of the evaluation criteria identified below in Table 1 will not be considered responsible.

METHOD OF AWARD

The District will award the contract to the responsible Offeror whose responsive proposal the evaluation committee composed of BLM personnel gives the highest score based on the evaluation criteria identified below in Table 1.

Table 1. Evaluation Criteria

No.	Evaluation Criteria	Score (0-unacceptable 10-superior)	Weight	Maximum Points
1.	Qualifications	10	1.0	10
2.	Knowledge and Experience	10	1.5	15
3.	Suitability for Particular Project	10	2.0	20
4.	Quality of Proposal	10	1.0	10
5.	Time, Manner, Schedule of Delivery	10	1.0	10
6.	References	10	0.5	5
7	Cost	See Below*		30

*The score for the cost criteria will be 30 points awarded to the Offeror who submits a responsive proposal with the lowest **total, not-to-exceed cost** submitted in the Cost Proposal for Scope of Work. The cost criteria score for other Offerors will be prorated in relation to the lowest cost (e.g., if a fee is 10% higher than the lowest fee, a score of 10% less than 30 will be awarded; if a fee is 20% higher than the lowest fee, a score of 20% less than 30 will be awarded, etc.).

BEST AND FINAL OFFERS

Best and final offers may be allowed, as provided in Utah Code Section 63G-6a-707.5, from responsible offerors who submit responsive proposals that meet minimum qualifications and evaluation criteria identified in this document.

ATTACHMENTS

- Exhibit A – Scope of Work
- Exhibit B – Memorandum of Understanding between United States Department of the Interior Bureau of Land Management; Washington county Water Conservancy District; and Utah Division of Water Resources for the Purpose of Preparing a Proposed Amendment to the Approved Arizona Strip Field Office Resource Management Plan and Record of Decision.
- Exhibit C – Agreement

NOTICE: REQUEST FOR PROPOSALS

The Washington County Water Conservancy District (WCWCD) is seeking proposals for preparation of an amendment to the Arizona Strip Field Office Record of Decision, Approved Resource Management Plan (2008) in Coconino and Mohave Counties, Arizona, under the direction of the Bureau of Land Management. Proposals must be received by the District no later than March 23, 2018, 4:00 pm. To obtain a copy of the request for proposals, contact Sandy Jewkes by phone at (435) 673-3617 (office) or email at sandyjewkes@wcwcd.utah.gov.

EXHIBIT A

SCOPE OF WORK (SOW)

COMPILATION OF TECHNICAL DATA FOR THE ANALYSIS FOR THE PROPOSED AMENDMENT OF THE ARIZONA STRIP FIELD OFFICE, RECORD OF DECISION, APPROVED RESOURCE MANAGEMENT PLAN (2008) IN COCONINO AND MOHAVE COUNTIES, ARIZONA

1.1 SCOPE OF WORK

1.2 Introduction

The Bureau of Land Management (BLM), in consultation with the Washington County Water Conservation District (WCWCD) and the Utah Division of Water Resources (UDWR), has prepared this Scope of Work (SOW) for a “Third-party Contract” between WCWCD and a third-party contractor (Contractor) to prepare technical information for a possible Resource Management Plan amendment (RMP amendment).

The BLM has determined that an amendment to the Arizona Strip Field Office (ASFO) Record of Decision and Approved RMP (2008) in Coconino and Mohave Counties, Arizona (Project) would be required to correct conflicts identified between the management prescriptions for the Kanab Creek Area of Critical Environmental Concern (ACEC) and the designated Regional Utility Corridor No. 113-116, as well as to accommodate a portion of the proposed Lake Powell Pipeline project (LPP project) that crosses the ACEC. The SOW described herein may be refined through coordination with the Federal Energy Regulatory Commission (FERC), cooperating agencies and other interested stakeholders. The technical data and analysis compiled will be incorporated into the FERC Environmental Impact Statement (EIS) for the LPP project, which will describe the proposed Project, alternatives to the proposal, the existing natural and human environments, an analysis of potential effects on these environments, potential measures to reduce adverse environmental effects, and will present a record of consultation and coordination with others during the EIS process.

1.3 Project Overview

The BLM has determined that the 2008 ASFO RMP needs to be amended to correct conflicts identified between the management prescriptions for the Kanab Creek ACEC and the designated Regional Utility Corridor No. 113-116. This utility corridor, which contains the Navajo-McCullough Transmission Line ROW area, was designated in the ASFO RMP as a Regional Utility Corridor specifically for the placement of future rights-of-way (ROWs). This utility corridor crosses a portion of the Kanab Creek ACEC, also designated in the 2008 ASFO RMP. The Utility Corridor was subsequently designated in the 2009 Department of Energy/Department of the Interior (DOI) West Wide Energy Corridor Programmatic EIS (PEIS) as an Energy ROW Corridor under the Energy Policy Act of 2005 for the future placement of energy ROWs. The management decisions for the ACEC in the RMP conflict with the ability to locate new ROWs within the utility corridor. The RMP encourages the use of designated ROW corridors “to the greatest extent possible” for new ROWs but, in contrast, also includes language that identifies ACECs as “avoidance areas” for new ROWs and does not allow ROWs in ACECs if there is a “reasonable alternative”. The RMP would need to be amended in order to accommodate any future utility and energy ROWs proposed in the utility corridor (including the proposed LPP). In addition, approximately one-half mile of the proposed LPP would be located outside of the utility corridor, but within the ACEC, also necessitating an RMP amendment.

Since the FERC will already be analyzing the effects of the LPP project on resource values in the ACEC and utility corridor in the LPP project EIS, the BLM will utilize the FERC EIS to satisfy the requirements of the Federal Land Policy and Management Act (FLPMA) and the National Environmental Policy Act (NEPA) to prepare an RMP amendment. In accordance with the Memorandum of Understanding (MOU) between FERC and the BLM for preparation of the EIS, the BLM is the agency responsible for preparing the information needed to be included in the EIS for the proposed RMP amendment. The BLM will provide the FERC and their EIS contractor, Louis Berger, Plan Amendment Content which will include all RMP amendment information, analysis and narrative needed for the proposed RMP amendment, to be included in the EIS. The FERC contractor, Louis Berger is responsible for preparing the EIS for the entire LPP project. The Plan Amendment Content will therefore be limited to analyzing the direct, indirect and cumulative effects of the amendment’s Proposed Action and alternatives on the management of the ACEC and utility corridor.

The WCWCD will contract with a qualified environmental consulting firm selected by the BLM (Contractor) to prepare the RMP amendment Plan Amendment Content and assist the BLM and Galileo Project (Galileo) in other tasks related to the RMP amendment/NEPA process. The BLM will manage the Contractor. The Contractor will act as an independent “third-party” contractor, with payment for services provided by the WCWCD while serving, and taking direction from, the BLM.

It is understood that administrative support for the Project will be provided by the existing third-party contractor, Galileo, including: preparation of the Notice of Intent (NOI); development of the project mailing list; drafting scoping notices/letters, mailing letters and publishing notices in newspapers; maintaining the Project Administrative Record; setting up public meetings; facilitating public meetings; recording and preparing minutes of conference calls and meetings; providing Project briefing materials for internal and external BLM use; preparing transmittal correspondence for the Governor’s Consistency review; providing RMP amendment language for Notices of Availability (NOAs) on FERC’s draft and final EISs; and working with the BLM to draft the Record of Decision for the RMP amendment.

1.4 “Third Party” Contract Purpose and Authority

Pursuant to NEPA, Section 102(2) (c) and 42 USC 4321 et seq., the BLM will be directing the Contractor in the preparation of the RMP amendment for integration into the FERC EIS. This SOW provides a detailed description of the technical support services that the Contractor will perform for the BLM relative to NEPA compliance and planning activities for the proposed Project. The contents of this document will be incorporated into the Third-party Contract between the WCWCD and the Contractor.

The Council on Environmental Quality (CEQ) regulations for implementation of NEPA (40 Code of Federal Regulations (CFR) Section 1506.5[c]), authorize the preparation of an EIS by contractors paid by the Project Proponent. Under Section 1506.5(c), the BLM must select the Third-Party consulting firm, even though the Project Proponent pays for the cost of preparation. The consulting firm is responsible to the BLM for preparing the Plan Amendment Content for the FERC EIS.

1.5 Preliminary Schedule

The BLM intends to publish an NOI to incorporate analysis into an EIS that the FERC is leading, which will address the impacts of the proposed RMP amendment. The NOI will initiate public scoping for the RMP amendment process.

Scoping for this proposed RMP amendment will include two public meetings and a 30-day response period for interested agencies and parties to submit written concerns and issues they believe should be addressed.

The following timeline will be adhered to by the Contractor unless otherwise approved by the WCWCD in consultation with the BLM:

<i>Timeline for Arizona Strip Field Office RMP Amendment</i>		
Task Number	Task Description	Duration / Timeline (from contract initiation)
Phase I – Project Initiation and Scoping		
I.1	Contractor meets with BLM ID Team and Galileo	1 week / 1 week
I.2	Contractor starts developing Analysis of Management Situation (AMS)	Concurrent with scoping
I.3	Public Scoping (to include public meetings, agency meetings, and socioeconomic workshop)	30 days / 1¼ months
I.4	Contractor finishes preparing the Draft AMS, and prepares the Draft Scoping Report and Draft Socioeconomic Report	2 weeks / 1¾ months
I.5	BLM review of Draft AMS, Scoping Report and Socioeconomic Report	2 weeks / 2¼ months
I.6	Contractor finalizes AMS, Scoping Report and Socioeconomic Report	1 week / 2½ months

Phase II – Develop Draft RMP Amendment and DEIS Content		
II.1	BLM develops preliminary alternatives	Concurrent with Contractor finalizing scoping report (Task I.6) / 2½ months
II.2	BLM finalizes alternatives (to include State Director briefing)	1 week / 2¾ months
II.3	Contractor submits draft RMP amendment content of DEIS Chapter 1 to BLM	Concurrent with Tasks II.1 & II.2 / 2¾ months
II.4	Contractor submits draft RMP amendment content of DEIS Chapters 2 and 3 to BLM	1 week / 3 months
	BLM reviews draft DEIS Chapter 1 content and provides comments to Contractor	
II.5	BLM provides review comments on draft RMP amendment content of DEIS Chapters 2 and 3 to Contractor	2 weeks / 3½ months
	Contractor revises draft Chapter 1 per BLM comments and submits to BLM	
II.6	Contractor submits revised RMP amendment content of Chapters 2 and 3 to BLM	1 week / 3¾ months
II.7	Contractor submits draft RMP amendment content of DEIS Chapters 4 and 5 to BLM	1 week / 4 months
II.8	BLM provides review comments of Chapters 4 and 5 of draft RMP amendment DEIS content to Contractor; brief State Director	2 weeks / 4½ months
II.9	Contractor submits revised draft RMP amendment DEIS content to BLM	1 week / 4¾ months
II.10	Cooperating agency review of draft RMP amendment DEIS content (concurrent with BLM final review of Contractor revised content)	2 weeks / 5¼ months
II.11	BLM reviews Cooperating Agency comments with Contractor and determines any changes to be made to content	1 week / 5½ months
II.12	Contractor submits revised draft RMP Amendment content for DEIS to BLM	1 week / 5¾ months
II.13	BLM submits draft RMP Amendment content for DEIS to FERC	1 week / 6 months
Phase III – DEIS Public Comment Review (on proposed RMP amendment)		
Task Number	Task Description	Duration / Timeline (from end of DEIS public comment period)
III.1	Contractor compiles public comments on proposed RMP amendment. Working with BLM, Contractor prepares draft responses to public comments and submits to BLM	2 weeks / 2 weeks
III.2	BLM provides review of comment responses and determines what EIS revisions are needed (for incorporation into FERC's FEIS); BLM provides direction on EIS revisions to Contractor. State Director is briefed by AZ Strip BLM	2 weeks / 4 weeks
III.3	Contractor submits EIS revisions and revised public comment responses to BLM	1 week / 5 weeks
III.4	BLM conducts final review of comment responses and EIS revisions and submits to FERC for inclusion in FEIS	1 week / 6 weeks

2.0 Scope of Services

This RMP amendment shall:

- Comply, both procedurally and analytically, with the requirements of the DOI, BLM and CEQ regulations.
- Contain analyses, documentation, and inter-agency reviews mandated by relevant requirements.
- Employ an interdisciplinary (IDT) approach to the preparation of the RMP amendment.
- Be legally sufficient to withstand any protests and litigation.
- Comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d)

2.2 Contractor Responsibilities

2.3 Project Start-Up, Work Plan, and Project Management

The Contractor shall participate in an orientation meeting with Agency project managers. To gain familiarity with the Project and the affected environment, the Contractor shall also participate in a field trip to review the proposed Project alternatives.

FERC is preparing the LPP EIS according to its Integrated Licensing Process and the MOU between the BLM and FERC commits the BLM to adherence to the regulatory deadlines specified by FERC's ILP and indicates that, should BLM require more time to provide information needed to be incorporated into the EIS, it will discuss this with FERC, including the rationale for more time. The ILP post-filing process schedule indicates that the draft EIS will be issued within 240 days of when FERC issues the Ready for Environmental Analysis (REA) notice. Thus, it is important that the third-party contractor assisting BLM on the RMP amendment give the priority to conducting the work in a timely fashion and adhere to the schedule described in Section 1.5 above. The BLM will share the RMP amendment project schedule with FERC and discuss possible ways of accommodating the BLM's RMP amendment work schedule in light of FERC's regulatory deadlines. Any developments that may impact schedule compliance will be communicated by the Contractor to the BLM and WCWCD immediately.

The Contractor shall submit biweekly progress reports to the BLM. The progress reports must contain an accounting of all work performed and all meetings attended, as well as a list of priorities for the next month. At a minimum, the summary of tasks should identify task, its status, the percent of completion, and the expected completion date. Cost modifications are covered separately in the Third-party Contract with WCWCD. If the BLM identifies out-of-scope tasks, the Contractor will coordinate immediately with the WCWCD.

2.4 Public Communications, Scoping, and Economic Development Workshop

The Contractor will assist in the implementation of the Public Involvement Plan, developed by the BLM and Galileo.

In coordination with the BLM and the Project Proponent, Galileo will develop and maintain a mailing list of all persons and organizations that express interest in this RMP amendment process and proposed BLM action. This mailing list will be maintained through the final step of this process, the Record of Decision (ROD).

In coordination with the BLM, the Contractor will develop a database for capturing and tracking public comments on the RMP amendment that are received via handwritten letters, facsimile, internet, and e-mail during the scoping period and Draft EIS public comment period. The Contractor will ensure that the database will have the functionality necessary to track how the comments were submitted, who submitted them, and what category the comments may cover. The Contractor will prepare one report summarizing comments received during the scoping period, and one report summarizing comments received on the Draft EIS, regarding the proposed RMP amendment. Galileo will update the mailing list based on comments received.

The Contractor will prepare materials including but not limited to posters, maps/information to be presented in the BLM public meetings on the DEIS and FEIS for BLM review and revise meeting materials once per BLM comments.

The Contractor will attend and assist the BLM in conducting two Public Scoping Meetings to receive comments following the publication of the NOI during the 30-day comment period. Public meetings will be in a modified open house or workshop format, consisting of a brief presentation followed by the opportunity for the public to discuss issues with Project staff one-on-one. The Contractor shall provide three representatives at each meeting.

The Contractor will attend and assist the BLM in conducting one Agency Scoping Meeting that will occur in the same timeframe as the public scoping meetings. This meeting will include a brief presentation and a discussion of effects to local resources and jurisdictions. The Contractor shall provide one representative at the meeting.

The Contractor will attend and assist the BLM in conducting one Public and Agency Socioeconomic Workshop that will occur in conjunction with one of the public scoping meetings. This workshop will include a brief presentation and discussion of the existing socioeconomic conditions in the area followed by the opportunity for the public to discuss issues with the Project staff.

The Contractor will assist the BLM in analyzing RMP amendment public scoping comments, determining any changes needed to the Proposed Action and Action Alternatives, and identifying RMP amendment issues to be addressed in FERC's LPP EIS.

The Contractor will submit to the BLM Project Managers a Scoping Report that summarizes the process used and the results of scoping. This report is subject to the BLM Project Manager's review and approval and will include the following:

- Details of scoping efforts, including times and locations of all public and agency scoping meetings.
- Samples of public outreach documents and listings of venues for news releases.
- Analysis and summary of public scoping comments.
- Identification of key issues and any suggested RMP amendment alternatives.
- An appendix that includes all comments submitted during the public scoping period.
- Compliance with Section 508 of the Rehabilitation Act (29 U.S.C. 794d).

The Contractor will submit to the BLM Project Managers a Socioeconomics Workshop Report that summarizes the process used and the results of the workshop. The report is subject to the BLM Project Managers' review and approval and will contain the following:

- Details of workshop efforts, including time and location of the workshop.
- Samples of public outreach documents and listings of venues for news releases.
- Analysis and summary of public comments.
- Identification of key issues.
- An appendix that includes all comments submitted during the public scoping period.
- Compliance with Section 508 of the Rehabilitation Act (29 U.S.C. 794d).

2.5 Plan Amendment Content Preparation and Analysis

The Contractor will draft an analysis of the management situation for BLM review and revise once per BLM review comments.

The Contractor will draft the Plan Amendment Content regarding the necessary language and analysis to be included in the preliminary draft EIS to address the RMP amendment, for BLM review and revise once per BLM review comments. (Note: As part of its overall responsibility to prepare the EIS for the LPP project, the FERC contractor, Louis Berger will analyze the potential direct, indirect and cumulative effects of the LPP project on specific resource values, such as cultural resources, in the Kanab Creek ACEC. The RMP amendment analysis will be limited to evaluating the potential direct, indirect and cumulative effects of the RMP amendment Proposed Action and alternatives on the management of the ACEC and utility corridor.)

The Contractor will finalize the Plan Amendment Content to be submitted by the BLM to FERC/Louis Berger for inclusion in the LPP project DEIS.

2.6 Public Comment Period for the Draft RMP amendment

The Contractor will assist the BLM in analyzing and addressing public comments on the RMP amendment portions of the FERC DEIS.

The Contractor will assist the BLM in conducting two Public Comment Meetings to receive comments following the publication of the Notice of Availability (NOA) on FERC's DEIS. Public meetings will be in a modified open house or workshop format, consisting of a brief presentation followed by the opportunity for the public to discuss issues with Project staff one-on-one. The Contractor shall provide three representatives at each meeting.

Contacto will assist the BLM in conducting one Agency Comment Meeting that will occur in the same timeframe as the public comment meetings. This meeting will include a brief presentation and a discussion of effects to local resources and jurisdictions. The Contractor shall provide one representative at the meeting.

The Contractor will collect and analyze substantive public comments on the RMP amendment portions of the FERC DEIS and will include them in a Public Comment Summary. The Contractor will coordinate with the BLM to address comments on the Draft RMP amendment and will document in the Proposed RMP amendment how comments were addressed. The Contractor in turn will work with FERC and Louis Berger to incorporate these changes into the FEIS.

2.7 Response to Public Comment

The Contractor will coordinate with FERC's contractor, Louis Berger, to ensure that all comments on the Draft RMP amendment received from Federal, State, and local agencies, Tribes and the general public are identified and recorded. The Contractor will prepare draft responses to comments on the RMP amendment for BLM review and will, per BLM direction, revise the RMP amendment language and prepare the Proposed RMP amendment for inclusion in the FEIS for BLM review and revise per BLM review comments. The LPP project FEIS will document whether or not comments on the proposed RMP amendment were responded to, why the comments were or were not responded to, and the nature of the response. The Contractor will provide the BLM with a table of issues and concerns identified in the public meetings along with draft responses to address the public concerns. Factual corrections will be made in the FERC EIS in response to comments that identify inaccuracies or discrepancies in factual information, data, or analysis. Comments that express a professional disagreement with the conclusions of the analysis or assert that the analysis is inadequate may or may not lead to changes in the RMP amendment or associated EIS analysis. Interpretations of analyses should be based on professional expertise. For comments concerning the RMP amendment in the Draft EIS that identify impacts, alternatives, or mitigation measures that were not addressed in the Draft EIS, the BLM will determine if they warrant further consideration. The Contractor will address comments that BLM determines directly or indirectly question determinations regarding the significance or severity of impacts.

The BLM Arizona State Director, who is responsible for authorizing the action, will approve the releases of the draft, proposed, and approved RMP amendment to the public.

3.0 Additional Information

Coordination with BLM Project Managers:

The Contractor shall regularly coordinate and communicate with the BLM Project Managers, at least weekly, regarding the planning process and timelines, meeting agendas, issue resolution, and document review progress and protocol. The WCWCD and/or UDWR would be involved in these meetings as needed.

Coordination with Agency Specialists:

The Contractor shall coordinate with the BLM Project Managers and the IDT to ensure close coordination with the following:

- Agency Resource Specialists to confirm adequacy of data and analysis protocol and compliance with resource-specific directives.
- Other entities (such as the State, Counties, and Tribes), regarding issues, plans, or questions relative to the Project.

Project Meetings

The Contractor will be required to attend up to five face-to-face meetings. These meetings may include field visits to the Project area, meetings with Agency resource specialists, and meetings with Tribal representatives.

The Contractor is required to attend biweekly conference calls. In addition, the Contractor will be required to participate in frequent teleconference calls with BLM Project Managers, BLM resource specialists, Tribes, other contractors, cooperating Agencies, other federal or state Agencies throughout the duration of the Project.

Problem Solving

The Contractor shall have a small team of resource specialists dedicated to working with the BLM to address Project issues, to confirm analysis protocol, and to quickly resolve data gaps or conflicts. This or another small team of resource specialists shall be dedicated to working with the BLM to provide alternative solutions to issues or

problems identified by the BLM during the RMP amendment process. The BLM must approve the release of any communication records, work products, or RMP amendment work to the WCWCD, the UDWR or the public.

Consultation Documents

The Contractor will prepare documents separate from the EIS that will be used to assist in consulting with federal or state Agencies and organizations on RMP amendment issues such as the Advisory Council on Historic Preservation, State Historic Preservation Office, Bureau of Indian Affairs and other federal, state and local Agencies regarding compliance with laws, regulations, and other requirements. The support may also include participation on teleconference calls and limited assistance with Tribes concerning land use, treaty, or cultural issues specific to the RMP amendment.

Maps

The Contractor shall be responsible for producing maps for the RMP amendment to be used in the FERC EIS, and for Agency meetings and public outreach. Unless covered in separate work orders, IDT members will provide the Contractor with guidance and baseline data for this effort. Data should be developed and saved in ArcInfo shape file or geodatabase format with associated meta-data files. These files will be made available to the Agency staff upon request. All maps should be in a pdf format to conform to the BLM and FERC EIS protocol.

- Project area and vicinity maps.
- Maps of the alternatives (including No Action Alternative).
- Maps depicting cumulative actions (past, present and reasonably foreseeable future actions).
- Additional maps as requested by the BLM.
- Maps needed for public involvement activities.

Documents

Working documents produced by the Contractor shall be submitted to the BLM Project Managers in Microsoft® Word format and be consistently free of grammatical and spelling errors. The Contractor will place review documents on the appropriate Project ftp site. Galileo will set up and maintain the ftp site/s necessary for the Project.

The RMP amendment must be written in a manner that is readily understood by the public. Avoid using jargon, acronyms, or complicated technical language to the greatest extent possible. Where a technical term is needed, include a brief, simple translation of the term, so the reader does not have to refer to the glossary. The Contractor will coordinate with FERC's contractor, Louis Berger, to ensure the style and format of the Plan Amendment Content is compatible with the FERC EIS.

The Contractor is not responsible for the following:

- *Support for and Development of Scoping Meeting and Socioeconomic Workshop Materials:* This is the responsibility of Galileo. The Contractor may be asked to provide or assist in the development of supporting materials such as posters and handouts for the Proposed RMP amendment/DEIS and Approved RMP amendment /FEIS Public Comment Meetings.
- *Development and maintenance of the Administrative Record:* This is the responsibility of Galileo, but the Contractor will be responsible for submitting relevant documents for entry into the record.
- *Development of internal draft agency documents, Federal Register Notices, and Decision Documents:* This is the responsibility of Galileo, but the Contractor may be asked to provide supporting information.
- *Identifying a Preferred Alternative:* The BLM Project Managers are responsible for identifying a tentative preferred alternative that is based on the information and analysis in the EIS. The BLM will coordinate with the Contractor on this.
- *Consultation:* The BLM is required to consult with American Indian Tribes, State Historic Preservation Officers and, if needed, U.S. Fish and Wildlife Service (USFWS), and providing the appropriate compliance documentation. The Contractor will assist the BLM with preparing the supporting documents.
- *Other Project Requirements:* The BLM Project Managers and Responsible Officials are responsible for ensuring that their other respective requirements are met prior to signing the Decision Documents (if necessary and appropriate). This may include the Project clearance report from the State Historic Preservation Officer and if needed, a Biological Opinion or concurrence on the Biological Evaluation/Assessment from the USFWS.
- *Decision:* The BLM Responsible Official is responsible for describing and documenting the Agency

decisions and rationale in the Decision Document.

4.0 Project Deliverables

- Draft and final Analysis of the Management Situation
- Draft and final Scoping Report
- Draft and final Socioeconomic Public Meeting Report
- DEIS Public Comment Summary (comments on the Draft RMP amendment)
- Draft and final Plan Amendment Content for the DEIS
- Responses to Agency and Public Comments on the Draft RMP amendment
- Draft and final Proposed RMP amendment language

Deliverables shall be addressed to the BLM Project Managers for this project.

EXHIBIT B

MEMORANDUM OF UNDERSTANDING
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT;
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT;
And
UTAH DIVISION of WATER RESOURCES
For the Purpose of
PREPARING A PROPOSED AMENDMENT TO THE APPROVED ARIZONA STRIP
FIELD OFFICE RESOURCE MANAGEMENT PLAN AND RECORD OF DECISION

I. INTRODUCTION AND PURPOSE

- A. The purpose of this Memorandum of Understanding (MOU) is to clarify the responsibilities and procedures of the Utah Division of Water Resources (UDWR), Bureau of Land Management (BLM), and Washington County Water Conservancy District (WCWCD) related to the preparation of a proposed amendment to the Arizona Strip Field Office Resource Management Plan (RMP). The proposed RMP amendment will be analyzed in an environmental impact statement (EIS) for which the Federal Energy Regulatory Commission (FERC) is lead agency and the BLM is a cooperating agency.
- B. FERC's EIS will analyze various major federal actions related to the proposed Lake Powell Pipeline project, including the proposed RMP amendment, which would allow possible development of the pipeline project in the Kanab Creek Area of Critical Environmental Concern (ACEC).
- C. The FERC EIS and associated studies and other requirements will be prepared in accordance with laws, regulations, and policies applicable to the proposed amendment to the Arizona Strip Field Office RMP.
- D. This MOU describes how WCWCD will procure, BLM will supervise, and UDWR will cooperate with a third-party consultant (RMP Amendment Contractor) to prepare the proposed RMP amendment.
- E. The BLM, WCWCD, and UDWR are jointly hereinafter referred to as the "Parties."
- F. Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

II. COMPLIANCE WITH PLANNING REGULATIONS AND POLICY

- A. The RMP amendment will be prepared in compliance with the Federal Land Policy and Management Act of 1976 (FLPMA), Sections 201 and 202, and all applicable regulations and policy, including but not limited to, 43 C.F.R. Part 1600 and *BLM Handbook H-1601-1 – Land Use Planning Handbook (2005)*.
- B. The RMP amendment will examine a portion of the proposed Lake Powell Pipeline that would cross the Kanab Creek ACEC, in the Arizona Strip Field Office. The approved RMP designated a utility corridor across a portion of the ACEC. The RMP's utility corridor decision encourages new utility rights-of-way to be located within the utility corridor to the greatest extent possible. However, the RMP's ACEC decision establishes the ACEC as an avoidance area for new rights-of-way. The RMP amendment also will examine approximately one-half mile of the proposed Lake Powell Pipeline route that would be located outside of the utility corridor, but within the ACEC in an area designated as Visual Resource Management (VRM) Class II, meaning changes to the visual landscape should be low.
- C. The proposed amendment to the RMP is to resolve the conflict between the utility corridor and the ACEC decisions, and determine whether to allow development (such as the proposed Lake Powell Pipeline) outside the utility corridor, and if so change the VRM designation for that portion of the ACEC.
- D. The BLM will work with interested parties to identify the RMP amendment decisions that are best suited to local, regional, and national needs and concerns.

III. AUTHORITIES

The statutory authorities for the BLM to enter into this MOU include, but are not limited to:

- A. National Environmental Policy Act of 1969, as amended (Public Law 91-190, 42 U.S.C. §§ 4321, *et seq.*).
- B. Federal Land Policy and Management Act of 1976 (Public Law 94-579, including 43 U.S.C. §§ 1701, 1711, and 1712).

IV. RESPONSIBILITIES

- A. BLM responsibilities include, but are not limited to:
 - 1. The BLM will select, supervise, and otherwise oversee the RMP Amendment Contractor (WCWCD will procure, retain, and compensate the RMP Amendment Contractor).

2. The BLM will administer the preparation of the proposed RMP amendment for incorporation into the FERC EIS, in compliance with the requirements of FLPMA, NEPA and the Council on Environmental Quality (CEQ) regulations, and other applicable Federal laws and regulations. These requirements include, but are not limited to, documenting contents, administrative record preparation and maintenance, public input to and review of the EIS, and other decision documentation.
3. The BLM will publish the Notice of Intent (NOI) to prepare an RMP amendment in the Federal Register.
4. The BLM will identify a point of contact at the Arizona Strip Field Office for matters relating to the preparation of the RMP amendment (see Exhibit C).
5. The established third-party contractor for providing project management assistance to the BLM, Galileo Project LLC (Galileo) located in Tempe, Arizona, will also be used for the RMP amendment, under the supervision and direction of the BLM.
6. The BLM will have final approval for the hiring of the RMP Amendment Contractor and any subcontractors required for the preparation of the RMP amendment.
7. The BLM will oversee the RMP Amendment Contractor's development of a Preparation Plan describing the known key issues to be addressed, resources required, and applicable schedule. After BLM's approval, this Preparation Plan will guide the RMP Amendment Contractor in preparing the RMP amendment. The Preparation Plan may be modified as necessary in the judgment of the BLM and will be supplied to UDWR, WCWCD and others, as requested.
8. The BLM will coordinate any necessary exchange of information between UDWR, WCWCD and the RMP Amendment Contractor for preparation of the RMP amendment.
9. The BLM will consult with and keep UDWR and WCWCD informed of the RMP amendment's progress and of additional needs, including those involving changes to the contracts with the RMP Amendment Contractor(s) and State Contractors (defined at B.3. below).
10. The BLM will establish an interdisciplinary team to oversee the RMP amendment process.
11. The BLM will provide the personnel and other resources necessary to complete its responsibilities in a timely and professional manner.

12. The BLM will hold and lead necessary scoping meetings as well as other public meetings to comply with NEPA and planning regulations and policy. The BLM will invite the involved contractors, WCWCD, UDWR, other federal and state agencies, local governments, Tribes, and members of the public to participate in these public meetings.
13. The BLM will hold and lead one or more economic strategy workshop(s), as required by Appendix D of the BLM's Land Use Planning Handbook. The BLM also will invite the involved contractors, WCWCD, UDWR, other federal and state agencies, local governments, Tribes, and members of the public to participate in these economic strategy workshop(s).
14. The BLM will approve the release of all information, written or otherwise, from the RMP Amendment Contractor.
15. The BLM has developed a "Public Participation Plan," attached hereto as Exhibit B that includes scoping, other public meetings as needed, mailing list and mailings of brochures, fact sheets and other materials, news releases, announcements, and draft notices for all phases of the RMP amendment.
16. The BLM will use previously prepared baseline environmental information included in the Integrated Licensing Process (ILP) application filed with FERC. The RMP Amendment Contractor will prepare any supplemental information needed under the supervision and direction of the BLM.
17. The BLM will make the final determination on whether material will be included in or deleted from the RMP amendment process in all instances involving questions as to the content of such material (including all data, analyses, and conclusions).
18. The BLM will timely supply UDWR and WCWCD with copies of written communications with the RMP Amendment Contractor that discuss changes in the scope of the RMP amendment work that the RMP Amendment Contractor is responsible for completing.
19. The BLM, with assistance from the RMP Amendment Contractor, will be responsible for the public review of the RMP amendment analysis, public meetings, analysis of public comments, and coordination of inclusion of the RMP amendment analysis in FERC's draft and final EISs, within established time frames, with WCWCD's and UDWR's input as required.
20. The BLM will determine any modification of the RMP amendment analysis necessary as a result of public comments.

21. The BLM will determine the adequacy of all NEPA documentation, consultations, technical studies, mitigation, stipulations and whether or not to amend the RMP, and if so, how.
22. In accordance with 40 C.F.R. § 1506.2(a) and (c), to reduce duplication to the fullest extent possible, the BLM will invite other federal, state, and local agencies having jurisdiction by law or special expertise to provide input and cooperate with the Parties to this MOU during the preparation of the RMP amendment.

B. WCWCD and UDWR responsibilities include, but are not limited to:

1. Facilitate timely completion of required environmental documents. WCWCD will procure and retain the RMP Amendment Contractor (with BLM's approval) using WCWCD's procurement process and at WCWCD's expense.
2. WCWCD and UDWR will establish a single point of contact within their respective organizations for all matters relating to the preparation of the RMP amendment and the FERC EIS, which in part will analyze the impacts of the proposed RMP amendment (see Exhibit C).
3. UDWR will maintain UDWR's existing contract with Stantec Consulting (Stantec) and ensure that Stantec maintains Stantec's subcontracts with Galileo, Commonwealth Heritage Group (CHG), Alpha Engineering ("Alpha), Western Cultural Resource Management (WCRM) and Sigler Communications (Sigler) at UDWR's expense. Stantec, Galileo, CHG, Alpha, WCRM and Sigler are referred to herein as the "State Contractors". Any other contractors, other than the RMP Amendment Contractor and its subcontractor(s) if any, needed for the completion of the RMP amendment and associated FERC EIS, will be retained unless otherwise agreed, by UDWR, subject to the procurement laws and rules applicable to UDWR. (The products of both the State Contractors and RMP Amendment Contractor and subcontractors will be subject to review and approval by the BLM.)
4. UDWR will be solely responsible for all costs incurred by the BLM in processing the RMP amendment pursuant to the Cost Recovery Agreement between UDWR and BLM, which include, but are not limited to: the preparation, reproduction, and mailing of correspondence, technical reports, and any associated documents; stenographic, clerical, graphics, GIS mapping, and layout services; printing to established standards; and for analysis, internal review, draft and final copies of documents prepared by the RMP Amendment Contractor, including the copies of all documents necessary for public distribution, and for the cost of distributing as directed by the BLM.

5. UDWR and WCWCD will provide to the RMP Amendment Contractor or other entities, as specified by the BLM, relevant technical or environmental information UDWR or WCWCD may have, which is needed (at the BLM's discretion) for the RMP amendment process.
6. UDWR and WCWCD will assist the BLM in fulfilling responsibilities for compliance with the requirements of FLPMA, NEPA, CEQ regulations, and other applicable Federal laws, regulations, and agency policies.
7. All information and data submitted by UDWR and/or WCWCD to the BLM, to UDWR and/or WCWCD by the BLM, and all RMP Amendment Contractor work product, is part of the administrative record for this project.
8. UDWR and WCWCD will provide to the BLM, by copying or forwarding, any project related email correspondence with the RMP Amendment Contractor and/or other agencies, and summarize via email to the BLM any substantive phone calls and meetings with the RMP Amendment Contractor and/or other agencies not attended by the BLM, for inclusion in the administrative record. Contract-related maintenance discussions needed between WCWCD and the RMP Amendment Contractor do not apply.
9. UDWR, through the State Contractors, will ensure that data collected by UDWR and its consultants (as part of the ILP application process) for all resource values necessary for the preparation of FERC's EIS, including but not limited to cultural resources, socioeconomics, threatened and endangered species, flood plains, visual resources, and wetlands/riparian zones, will be provided to the BLM to use in its RMP amendment process.
10. UDWR and WCWCD will obtain BLM approval prior to responding to any information requests from the RMP Amendment Contractor.
11. WCWCD will develop and execute a contract with the RMP Amendment Contractor, incorporating the roles and responsibilities (Scope of Work) provided by the BLM.
12. Prior to entering into an agreement with the RMP Amendment Contractor and its subcontractor(s), WCWCD will ensure that the RMP Amendment Contractor signs the "Conflict of Interest Disclosure Statement," attached hereto as Exhibit A. The executed Conflict of Interest Disclosure Statement will be provided to the BLM for the official file.
13. WCWCD will ensure that the RMP Amendment Contractor and its subcontractor(s), if any, have no direct or indirect financial interest in the

planning, design, construction or operation of the project with regard to the preparation of the RMP amendment and associated FERC EIS.

14. To the extent not inapplicable to WCWCD and/or UDWR because WCWCD and/or UDWR are governmental entities, WCWCD shall direct the RMP Amendment Contractor to provide to the BLM, within 15 days from the signing of the RMP amendment contract between WCWCD and the RMP Amendment Contractor, a Statement of Financial Interest. The Statement of Financial Interest shall outline ownership of stock, bonds, or other legal interest, if any in WCWCD and/or UDWR held by the RMP Amendment Contractor, its officers and employees who will be assigned to work on the RMP amendment, and any subcontractors or employees thereof assigned to the RMP amendment and associated FERC EIS.
15. WCWCD will be responsible for all costs incurred in connection with the employment of the RMP Amendment Contractor and any of the RMP Amendment Contractor's subcontractors. UDWR will be responsible for all costs incurred in connection with the employment of the State Contractors. WCWCD will hold harmless and indemnify the BLM and UDWR and their officers, agents, and employees against any and all judgments or settlements arising from claims, demands, or causes of action in connection with the employment of the RMP Amendment Contractor and its subcontractors that may arise from the termination of performance of the RMP Amendment Contractor's contract or its subcontract(s) or other services or purchases of materials used for the development and preparation of the RMP amendment. This indemnification by WCWCD does not extend to suits by third-parties (other than the RMP Amendment Contractor and its subcontractors) against the BLM involving the BLM's compliance with FLPMA or NEPA. UDWR will hold harmless and indemnify the BLM and WCWCD and their officers, agents, and employees against any and all judgments or settlements arising from claims, demands, or causes of action in connection with the employment of the State Contractors by UDWR that may arise from the termination of performance of the State Contractors' contracts or other services or purchases of materials used for the development and preparation of the RMP amendment. This indemnification by UDWR does not extend to suits by third-parties (other than the State Contractors employed by UDWR) against the BLM and other agencies, involving the BLM's compliance with FLPMA or NEPA. UDWR also will hold harmless and indemnify the BLM against losses, damages and/or expenses incurred by BLM as a result of the failure of WCWCD to fulfill WCWCD's indemnification obligations to the BLM as set forth in this Section.
16. In the event BLM needs to defend the RMP amendment decision(s), WCWCD through its RMP Amendment Contractor and UDWR through its State Contractors, as applicable depending on the source of the work, must document

the sampling, testing, field observations, literature searches, analysis, recommendations, and other work that provide source material for the FERC EIS (in which the RMP amendment will be analyzed), and any supplements thereto.

17. In executing this MOU, UDWR and WCWCD are not waiving administrative or judicial rights they may have.

C. Joint responsibilities include, but are not limited to:

The Parties shall establish key milestones for completion of the RMP amendment process, after consultation with FERC, which outline the integration of the RMP amendment into the FERC EIS process. WCWCD shall respond, via the RMP Amendment Contractor, to data requests and provide review comments within a reasonable time set by the BLM. The BLM shall complete the RMP amendment for inclusion into the FERC EIS in the time frames specified in the applicable schedule, subject to extensions due to new issues identified during the scoping process, availability of data, changes in the FERC EIS schedule, changes in the scope of the project, or other conditions beyond the control of the Parties.

V. ADMINISTRATIVE AND LEGAL PROVISIONS

A. Applicable Law:

The Parties agree to comply with all applicable laws governing activities under this MOU.

B. Term of MOU:

This MOU becomes effective upon the last date signed and executed by the duly authorized representatives of the Parties of this MOU and will terminate either:

1. Upon completion of the RMP amendment process; or
2. In accordance with the provisions of Section V.E. below.

C. Amendments:

Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by all Parties, and will be effective upon the last date signed.

D. Expiration:

This MOU will remain in effect until five (5) years from its effective date, at which time it shall expire, unless formally canceled or renewed before that date.

E. Termination:

1. This MOU may be terminated:

- a. Upon the mutual agreement of the Parties.
- b. Upon thirty (30) days written notice by the BLM to WCWCD and UDWR that the BLM has determined that the existing RMP Amendment Contractor should be replaced, including a written explanation of this decision, and a request that WCWCD replace, at WCWCD expense, the RMP Amendment Contractor with another third-party contractor of BLM's choice, WCWCD shall notify BLM and UDWR of WCWCD's determination whether or not to procure a replacement RMP Amendment Contractor. If WCWCD notifies BLM of WCWCD's determination not to procure a replacement RMP Amendment Contractor or if WCWCD and/or UDWR fail to respond within 30 days from BLM's request, this MOU shall be terminated.

The Parties agree to use reasonable efforts to resolve any issues which have led the BLM to request replacement of the RMP Amendment Contractor. Further, any of the Parties may request negotiations be extended to a second thirty (30) day period prior to termination.

2. Upon termination, WCWCD and UDWR shall submit to the BLM information and records, if any, held by WCWCD and UDWR that are used for the RMP amendment that have not yet been submitted to BLM up to the point of MOU termination.
3. In the event of termination of the MOU, the RMP amendment process will terminate.
4. The RMP amendment process may be reinitiated by the BLM, subject to work force and budget limitations.

VI. RECORDS AND RECORDS ACCESS

- A. Any records or documents generated as a result of this MOU become an official BLM record maintained in accordance with applicable BLM Records Management policies and part of the administrative record for this project. Any request for release of records associated with the implementation of this MOU to anyone outside the Parties

must be determined based on applicable laws, including the Freedom of Information Act (FOIA) and the Privacy Act.

- B. When information provided is clearly marked as confidential or proprietary by UDWR, the BLM, WCWCD and/or the RMP Amendment Contractor, the BLM shall treat such data and information as confidential and proprietary to the maximum extent permitted by law. In accordance with requirements of the FOIA, the BLM shall consult with UDWR, WCWCD and/or the RMP Amendment Contractor, as the case may be, prior to the release of any confidential information to a third-party requester.
- C. All records or information submitted by any Party to another, including those not clearly marked as confidential or proprietary information, shall be reviewed prior to release to any third-party requesters in accordance with the requirements of the FOIA.
- D. All requests for disclosure of any BLM records associated with the RMP amendment and/or this MOU to anyone other than a Party to this MOU must be processed through the BLM under applicable laws. Any third-party requests for such information shall be submitted in writing to the BLM for processing under the FOIA. UDWR and WCWCD and the RMP Amendment Contractor shall provide the BLM with any support necessary to comply with the requirements of the FOIA.

VII. TRIBAL CONSULTATIONS

The BLM shall engage in government-to-government consultation with affected Indian tribe(s) during all phases of this process, in accordance with applicable Federal statutes, regulations, and other authorities, including NEPA, FLPMA, the National Historic Preservation Act, the American Indian Religious Freedom Act, and Executive Order 13007 on Indian Sacred Sites. This MOU in no way affects the responsibility of BLM and the authority of affected Indian tribe(s) to engage in these government-to-government consultations. To the extent the BLM receives any Indian trust data as a function of the requirement to conduct government-to-government consultations with affected Indian tribe(s), the BLM will accord such data all necessary protection and security pursuant to applicable statutes, regulations, and policies.

VIII. CONTACTS

The Parties shall each designate a primary point of contact for carrying out the provisions of this MOU, as specified in Exhibit C, attached hereto. The Parties may change their point of contact at any time by providing written notice to the other Parties.

IX. SIGNATURES

- A. All signatories must have the appropriate delegation of authority to sign this MOU.
- B. The Parties have executed this MOU on the dates shown below.

For:
The Bureau of Land Management



Raymond Suazo
BLM Arizona State Director

Date: 1/26/2018

For:
Utah Department of Water Resources



Eric Millis
Director, UDWR

Date: 1/23/18

For:
Washington County Water Conservancy
District



Ronald W. Thompson
General Manager

Date: 1/23/18

Exhibit A: Conflict of Interest Disclosure Statement
Exhibit B: Public Participation Plan
Exhibit C: Points of Contact

Exhibit A

CONFLICT OF INTEREST
DISCLOSURE STATEMENT

In compliance with the Memorandum of Understanding Agreement No. MOU-AZ-2018-01 (MOU), and the planning regulations in 43 CFR § 1600, the RMP Amendment Contractor shall execute this document upon entering into the Contractor Retention Agreement with the Washington County Water Conservancy District (WCWCD).

_____ (RMP Amendment Contractor or its subcontractors) has been retained by WCWCD to perform analyses, and prepare documents, under the Federal Land Policy and Management Act of 1976, as amended, in the preparation of a Resource Management Plan (RMP) amendment for the Arizona Strip Field Office RMP, for incorporation into an environmental impact statement (EIS) for which the Federal Energy Regulatory Commission (FERC) is lead agency and the United States Department of the Interior, Bureau of Land Management (BLM) is a cooperating agency.

As a representative of _____, I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that may either directly or indirectly (through a client, contractual, financial, organizational, or their relationship) relate to the work to be performed and/or to the outcome of the Project; and bear on whether I, or my organization, have a conflict of interest with respect to: (1) being able to render impartial, technically sound, and objective assistance and advice; or (2) being given an unfair competitive advantage. Other than the normal flow of benefits from the performance of the Contractor Retention Agreement, neither I, nor my organization, have any enforceable promise or guarantee from or with WCWCD to provide any future work on the Project, nor does any relationship exist with any person or entity with a financial interest in the outcome of the Project, nor does any person or entity with a financial interest in the outcome of the Project exercise any control over the work to be performed by me, or my organization, as the RMP Amendment Contractor or its subcontractors for the Project. Under penalty of perjury, I hereby certify that the statements contained herein are true and correct:

Signature

Date

Title

Organization

Exhibit B

Public Participation Plan

Agency and Public Scoping

The Notice of Intent ("NOI") will be prepared and published in the *Federal Register*. The RMP Amendment Contractor, under the direction of the Bureau of Land Management Arizona Strip Field Office (BLM), will distribute project and scoping information to appropriate local, state, and Federal agencies, elected officials, public land users and user groups, affected landowners, and news outlets including newspapers and radio and television stations. The scoping information will describe the Project, identify the Project's relationship to FLPMA, the Arizona Strip Field Office RMP and other environmental documents, describe proposed compliance with NEPA (*i.e.*, incorporation into the environmental impact statement (EIS) for the proposed Lake Powell Pipeline project for which the Federal Energy Regulatory Commission (FERC) is lead agency and the BLM is a cooperating agency), disclose land and resource management issues and concerns, and solicit comments from the public. The NOI will announce the time and place of public scoping meetings to provide the general public, affected interests, and stakeholders with an opportunity to review the Project and provide input to the BLM regarding concerns, issues to be addressed, etc. In addition, the NOI will announce a socioeconomic workshop that will occur in conjunction with one of the public scoping meetings.

Identification of Issues and Development of Alternatives

Based on the key issues identified following public comment as well as Indian tribal and agency input, a range of reasonable alternatives to the proposed action will be generated. Input from BLM specialists, cooperating and other governmental agencies, Indian tribes, the public, and the Utah Division of Water Resources (UDWR) will be used for alternative development, as appropriate.

Environmental Analysis

Development of the Environmental Consequences sections of the EIS will be overseen by the RMP Amendment Contractor, under the direction of BLM, and may include input from BLM specialists or an interdisciplinary team or both, cooperating and other government agencies, Indian tribes, and the public. Prior to FERC's publication of a Notice of Availability ("NOA") on the Draft EIS (DEIS), the RMP Amendment Contractor will develop a document distribution list and provide the list to FERC. Concurrent with the publication of the NOA in the *Federal Register*, or other methods of informing the public, stakeholders, other Federal agencies, state and local governments, Indian tribes, the media and other interested parties as described in a communication plan, will be contacted and provided an opportunity to review and comment on the DEIS. Public meetings will be held to explain RMP amendment alternatives and the environmental impacts analysis in order to provide opportunities for the public to gather additional or clarifying information prior to making their comments.

Prior to FERC's publication of an NOA on the Final EIS, the RMP Amendment Contractor will provide FERC with any updates to the RMP amendment document distribution list. The public, stakeholders, agencies, state and local governments, and Indian tribes will be provided a copy of the proposed RMP amendment, and any person who participated in the planning process may protest the proposed RMP amendment. In addition, the Governor will be provided an opportunity, as outlined in 43 CFR 1610.3-2(e), to identify inconsistencies of the proposed RMP amendment with state or local plans, policies, or programs.

Media

The news media will be provided with news releases at each step of the RMP amendment process, if applicable (*i.e.*, public scoping, FERC issuance of the Draft and Final EISs, and the BLM's issuance of a Record of Decision). In addition, the news media will be advised of any public meetings. All news releases will be coordinated through the BLM Arizona Strip District Public Affairs Specialist.

Exhibit C

POINTS OF CONTACT

The primary points of contact for carrying out provisions of MOU No. MOU-AZ-2018-01 are:

Utah Division of Water Resources Point of Contact:

Joel Williams
1594 West North Temple Ste. 310
Salt Lake City, UT 84114-6201
Telephone: 719-661-6042
Facsimile: 801-538-7279
Electronic Mail: joelwilliams@utah.gov

Bureau of Land Management Points of Contact:

Project Manager (for Lake Powell Pipeline project):

Joe Incardine
8945 Rockwell Drive
Sandy, UT 84093
Cellular: 801-560-7135
Electronic Mail: jincardi@blm.gov

BLM Arizona Strip Field Manager:

Lorraine Christian
345 E. Riverside Drive.
St. George, UT 84790
Telephone: 435-688-3200
Facsimile: 435-688-3258
Electronic Mail: lmchrist@blm.gov

BLM Arizona Strip Field Office Point of Contact (for RMP amendment):

Amber Hughes
345 E. Riverside Drive.
St. George, UT 84790
Telephone: 435-688-3328
Facsimile: 435-688-3358
Electronic Mail: asharrin@blm.gov

Washington County Water Conservancy District:

Barbara Hjelle
533 E. Waterworks Drive
St. George, UT 84770
Telephone: 719-661-6042
Facsimile: 435-673-4971
Electronic Mail: bhjelle@utah.gov

EXHIBIT C

AGREEMENT
(2018-RMPA)

This Agreement is made and entered into this ____ day of _____, 2018, by and between the Washington County Water Conservancy District (the “District”), and _____ (“Contractor”).

RECITALS

WHEREAS, the District desires to engage a consultant in connection with the described consulting services on the Scope of Work and Request for Proposals issued on February ____, 2018; and

WHEREAS, the Contractor has submitted a proposal and has been selected to perform consulting services to the District as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. **Scope of Work.** The Contractor will perform the services described on the Scope of Work, Request for Proposals and Proposal, attached hereto and incorporated herein as Exhibit A, under the direct supervision and control of the Bureau of Land Management (BLM).
2. **Payment.** The District shall pay the Contractor in accordance with the Cost Proposal, attached hereto and incorporated herein as Exhibit B. The Contractor shall submit a monthly invoice describing the work performed and expenses incurred during the preceding month, referenced to the Cost Proposal. The Contractor will only invoice actual accrued costs. The District will remit payment to the Contractor within thirty (30) days of invoice receipt, subject to the following:
 - a. **Retainage.** From the total amount ascertainable as payable, the District may retain an amount equal to ten percent (10%) until final completion of the work. However, after eighty percent (80%) of the work has been completed, the District may make any remaining payments in full if the District determines that the work is progressing satisfactorily. Also, when the work is substantially complete, the District may release any or all of the amounts retained.

b. **Limits of payment.** Under no circumstances shall the District make a payment to the Contractor that exceeds the amounts specified on Exhibit B for any specified line item or cumulatively, including but not limited to changes in time, materials and equipment costs, without a previously approved change order to the Scope of Work and Cost Proposal. If at any time the Contractor has reason to believe that an increase in this limitation will be necessary to properly perform the services, the Contractor shall give prior notice to that effect to the District and the BLM. Such notice shall include a proposed change order, including new Cost Proposal and Scope of Work, giving appropriate supporting data so that the District may, in consultation with the BLM, increase such limitation by written change order to this Contract.

c. **Withholding payment.** The District may, at its option, withhold final payment under the Contract until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

d. **Penalties.** When work is not completed by the deadlines set forth in Exhibit A, the District may reduce the payment due under this Agreement by Three Hundred Dollars (\$300.00) for every day between the completion date and the date of actual completion. In addition, if work is not completed within thirty (30) days of the specified completion date, the associated payment may be reduced by twenty-five percent (25%). If the deadlines set forth below must be changed for good cause shown, the Contractor shall submit a change order to be approved in advance of the applicable Due Date specified in Exhibit A. Schedule delays caused by third parties over whom Contractor has no control will constitute good cause pursuant to this Agreement.

3. **Commencement and Completion.** The work covered by this Agreement shall be completed in accordance with the schedule set forth in the Scope of Work, commencing on the date Contractor receives a notice to proceed, which may be delivered electronically via email, provided, however, that an extension of thirty (30) days may be requested for good cause shown.

GENERAL TERMS

4. **Form of Deliverables.** All deliverables shall be submitted to BLM in both hard copy (* copies of the final deliverable documents) and electronic formats, including portable document

format (.pdf) copies and Microsoft Office formatted copies (.doc, .xls, etc.) and, where applicable to the nature of the deliverable, ArcGIS shapefiles.

5. **Authorization.** Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.

6. **Utah Law to govern.** This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning and intention of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah.

7. **Binding on successors in interest.** This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives.

8. **Recitals.** The Recitals contained in this Agreement are incorporated into the Agreement.

9. **Integration.** All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

10. **Time is of the essence.** Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

11. **Number and gender.** The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.

12. **Paragraph headings.** The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.

13. **Partial validity.** If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

- a. The remainder of this agreement shall be considered valid and operative, and,
- b. Effect shall be given to the intent manifested by the portion held invalid or

inoperative.

14. **Waiver.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.

15. **Ambiguities.** This agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this agreement.

16. **No Third Party Beneficiaries.** This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, and no third party shall have any cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

18. **Elected Officials Not to Benefit.** No member of or delegate to Congress shall be entitled to any share or part of this Agreement or to any benefit that may arise from it.

19. **Independent Contractor.** Both parties hereto agree that the Contractor shall be deemed an independent contractor in the performance of this Contract, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Contract and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Contractor shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Contractor by the District. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Contractor.

20. **Standard of Care.** The standard of care applicable to the Contractor's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time and location said services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

21. **Subcontracts.** Contractor shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. Presently approved subcontractors associated with this project include:

SUBCONTRACTOR	FUNCTION

When authority to subcontract is granted, the Contractor agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general terms set forth herein, and which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used. Contractor shall submit the name of each subcontractor which Contractor intends to hire to the District for approval at least twenty (20) days prior to hiring.

22. **Assignment.** No rights or obligations of Contractor under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject to immediate cancellation by the District upon the Contractor's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

23. **Ownership of Information.** Title to all reports, information, data, computer data elements, and software prepared by the Contractor in performance of this Contract shall vest in

the BLM unless otherwise expressly provided for in this Contract. The Contractor may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the BLM, which shall not be unreasonably withheld. Subject to applicable State and Federal laws, regulations, and contract requirements, the BLM shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information.

24. **Confidentiality of Records.** The Contractor shall establish, maintain, and practice procedures and controls that are in compliance with Federal and State laws, and that are acceptable to the BLM for the purpose of assuring that no information contained in the Contractor's records or obtained from the District or others in carrying out its functions under this Contract, shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Contract during or subsequent to the term of this Contract. Persons requesting information from the Contractor shall be referred to the BLM for access to any and all records associated with the performance of this contract. If the performance of duties under this Contract requires the Contractor to disclose information other than as is set forth in this section, Contractor shall apply to the BLM for written permission to make such disclosure.

25. **Record Keeping, Audits, and Inspections.** The Contractor and any subcontractors shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds. The Contractors shall make available for audit and inspection all such records relating to Contract services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, or for a period of five years from the date of termination of this Contract, whichever is longer, and for such period as is required by any other paragraph of this Contract. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by the District, shall be retained by the Contractor until disposition has been made of such disputes, litigation, claims, or exceptions.

26. **Laws and Regulations.** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

27. **Venue, Jurisdiction and Process.** The parties agree that any arbitration proceeding arising out of this Contract or for the interpretation, performance or breach of this Contract, shall be instituted in the State of Utah, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of that state or otherwise in such proceeding.

28. **Equal Opportunity Clause.** The Contractor agrees to abide by provisions of state and federal law, including executive orders, which prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities. Also the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

29. **Indemnity Clause.** To the extent allowed by law, the Contractor agrees to indemnify, save harmless, and release the District and the BLM and all their officers, agents, volunteers, and employees from and against any and all loss, damages, injury liability, suits, and proceedings

arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the sole negligence of the District or the BLM.

30. **Termination.** Unless expressly stated otherwise herein, this contract may be terminated by either party, in advance of the specified termination date, upon thirty (30) days written notice being given to the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

31. **Survival of Termination.** The terms relating to Indemnification, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Contract.

32. **Sales Tax Exemption.** The District's sales and use tax exemption number is E35729. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of the District's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this or another government entity, unless otherwise expressly stated in the contract.

33. **MOU.** The terms, conditions and provisions of the Memorandum of Understanding (MOU) between the District, Utah Division of Water Resources and the BLM, attached as Exhibit C, insofar as they apply to any performance by the Contractor, are incorporated herein by reference.

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

By: _____
Ronald W. Thompson, General Manager

Contractor

By: _____

Its: _____