

**SEPA CO-LEAD AGENCY MEMORANDUM OF AGREEMENT
FOR THE KENNEWICK IRRIGATION DISTRICT CENTRAL STORAGE
RESERVOIR PROJECT - SEPA Review**

Kennewick Irrigation District (“KID”) and the Washington Department of Ecology (“Ecology”) desire to share lead agency responsibilities under the State Environmental Policy Act, chapter 43.21C RCW (“SEPA”), to conduct environmental review for the decisions necessary for water use associated with the KID Central Storage Reservoir Project. This memorandum of agreement (“MOA”) delineates the duties of the Parties; how decisions will be made; how conflicts may be resolved; how the MOA may be dissolved, and other terms.

NOW THEREFORE, KID and Ecology (the “Parties”) do hereby enter into the following agreements regarding SEPA lead agency authority for the KID Central Storage Reservoir Project:

I. DUTIES

A. General. The Parties shall share the responsibilities of SEPA lead agency for the KID Central Storage Reservoir Project as follows:

1. Ecology is designated as the nominal lead agency, which shall be responsible for complying with the duties of lead agency under WAC Chapter 197-11.
2. The KID is designated as co-lead agency.
3. The Parties, either jointly or independently, may determine that consultant(s) are needed to assist in completing the required SEPA analysis and documentation for this proposal.
4. Comments on all SEPA document(s) shall be received or recorded by KID, and KID shall forward copies to Ecology of all oral transcripts and written and electronic comments received.
5. In all other respects, the Parties shall act as partners in meeting the responsibilities of lead agency under SEPA, with equal standing in all decisions to be made.

B. Preparing Analyses. KID will provide the following types of information regarding the proposal, its environmental impacts, and potential mitigation: a completed environmental checklist and exhibits, electronic copies of environmental studies through KID website, and related materials in support of the proposal request.

C. Scope, Content and Costs

1. Mitigation identified and/or assessed in the SEPA document(s) shall be determined by the Parties. If an environmental impact statement (“EIS”) is prepared for the proposal, the Parties shall jointly design the scope of the EIS and the alternatives to be considered in the EIS so that both agencies are satisfied that a range of reasonable alternatives is represented. The Parties agree that prior to initiation of an EIS,

scoping is appropriate. Following scoping, the Parties may agree to revise the threshold determination if appropriate.

2. At a minimum, a representative of each agency shall review the environmental analysis and documentation prior to issuance of all necessary SEPA documents. A responsible official from each agency shall sign the SEPA documents prior to issuance. The signature of the responsible officials shall represent approval of the document, including the adequacy of the environmental analysis it contains.
3. KID will bear the costs of all non-Ecology staff and non-Ecology consultants for the preparation of the draft EIS and subject matter reports. The Parties shall be responsible for the cost of their own review and comment on any SEPA documents regarding the KID Central Storage Reservoir Project.

II. DECISION MAKING AND DISPUTE RESOLUTION

- A. The Parties, as co-lead agencies, agree to try to make decisions by consensus throughout the SEPA process in regards to scope, content and timing of all SEPA documents. The Parties recognize that the final SEPA document must contain sufficient environmental analysis for decision-making by all agencies with jurisdiction. Therefore, areas of environmental concern, potential mitigation, and reasonable alternatives suggested by KID and Ecology shall be included in the document if agreement cannot be reached between the Parties that the area, mitigation or alternative need not be assessed.
- B. If the Parties cannot agree on an issue that would prevent their approval of the SEPA document or otherwise prevent them from sharing lead agency duties, the Parties may withdraw from this MOA following notification to the other in writing of the issue under dispute, including a suggested resolution. The Party receiving such a letter shall have the option to agree to the suggested resolution, offer an alternate resolution, or agree to dissolve the MOA.
- C. If at any time the MOA is dissolved, Ecology will acquire full responsibility as lead agency for the proposal and shall continue with completion of the SEPA process.
- D. The Parties will each participate in any third-party appeal challenging the environmental review contemplated by this MOA. In any such appeal, the Parties will cooperate and share responsibilities and decision-making authority equally, consistent with the principles outlined above.

III. OTHER TERMS

- A. Term.. The effective date of this MOA is upon date of the last signature below by either KID or Ecology. This MOA shall continue until terminated in writing by both or one of the parties, or 90 days following issuance of the Final EIS and expiration of the appeal period or resolution of an appeal, if filed.
- B. Communications. The following persons shall be the contact persons for all communications regarding this MOA.

**Kennewick Irrigation
District Responsible
Official**

Name: Seth Defoe, Land
and Water Resources
Manager

2015 S Ely Street
Kennewick, WA 99337

Phone: 509-586-6012
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**Department of Ecology
Responsible Official**

Name: G. Thomas Tebb,
Director, Office of
Columbia River

1250 West Alder Street
Union Gap, WA 98903

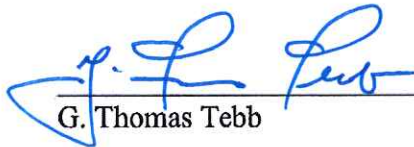
Phone: (509) 574-3989
Fax: (509) 575-2809
E-mail address:
tom.tebb@ecy.wa.gov

C. Changes. The parties may, from time to time, require changes in the scope of services performed under this MOA. The parties shall mutually agree to the changes by written amendment to this MOA.

This MOA is executed by the persons signing below, who warrant they have the authority to execute this MOA.

DEPARTMENT OF ECOLOGY

KENNEWICK IRRIGATION DISTRICT


G. Thomas Tebb
Date 7/12/2021


Charles Freeman
Date 07/12/21