

*Please return to:*

*Executive Assistant  
Kennewick Irrigation District  
2015 South Ely Street  
Kennewick, WA 99337*

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## **KENNEWICK IRRIGATION DISTRICT RESOLUTION 2023-48**

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**Approving Participating Agreement and Memorandum of Understanding with U.S.  
Department of Interior Bureau of Land Management, Spokane District**

**A RESOLUTION of the Board of Directors of Kennewick Irrigation District (KID), Benton County, Washington, for the purpose of approving an agreement with U.S. Department of Interior Bureau of Land Management, Spokane District, (hereinafter “BLM”),**

**Section 1. RECITALS AND FINDINGS.**

**1.1** The Board of Directors of KID (the Board) met in regular session on December 18th, 2023, with a quorum present.

**1.2** Relating to that property owned by KID in the Weber Canyon vicinity of Benton City, County of Benton, and State of Washington, tax parcel number: 1-3397-200-0003-000, (“hereinafter referred to as “Property” or “the Property”).

**1.3** BLM wishes to access the Property to implement a Burn Plan known as prescribed burning to create fuel-breaks. These fuel-breaks serve the safety of the community by creating “compartments” that control a fires’ access to fuel, keeping it to a smaller and more manageable size.

**1.4** BLM and KID mutually agree that it is their mutual best interest for BLM and KID to enter into the attached Participating Agreement entitled, “PARTICIPATING AGREEMENT between U.S. Department of Interior Bureau of Land Management, Spokane District and Kennewick Irrigation District.”

**1.5** The attached Participating Agreement describes the terms and conditions.

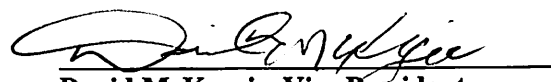
**1.6** The attached Memorandum of Understanding describes the evaluation process for fuel break.

**Section 2. IMPLEMENTATION.**

The KID Board of Directors hereby adopts and approves the attached Participating Agreement with BLM and the KID District Manager is hereby authorized and directed to take such action as appropriate and necessary to administer and enforce this Resolution.

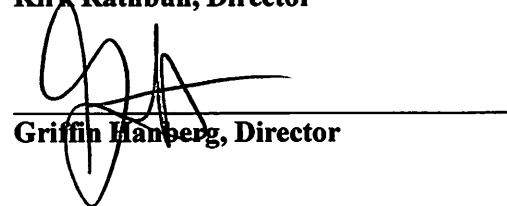
**RESOLUTION 2023-48 IS HEREBY ADOPTED** by the Board of Directors of Kennewick Irrigation District, Benton County, Washington, at a regular open public meeting with a quorum present thereof this 18<sup>th</sup> day of December 2023.

  
Gene Huffman, President

  
David McKenzie, Vice President

  
Kirk Rathbun, Director

  
Arland Ward, Director

  
Griffin Hanberg, Director

**PARTICIPATING AGREEMENT**  
**between**  
**U.S Department of Interior Bureau of Land Management, Spokane District**  
**and**  
**Kennewick Irrigation District**

This PARTICIPATING AGREEMENT is hereby entered into by and between the **Bureau of Land Management Spokane District**, referred to as the **BLM**, and the **Kennewick Irrigation District (KID)**, hereinafter referred to as **Cooperator**.

**A. PURPOSE:** The purpose of this Agreement is to document a cooperative effort between the parties to conduct resource surveying and prescribed burning in the Weber Unit in vicinity of Benton City, WA, on BLM land, and adjacent KID owned and managed land, in accordance with the agency approved burn plan.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:** The BLM utilizes prescribed fire as a management tool to reduce hazardous fuels and to promote wildlife habitat. KID is a property manager, adjacent to the BLM boundary, who is interested in allowing the BLM to prescribed burn adjacent to and including some KID managed property for reduction of hazardous fuels and enhancing wildlife forage.

Joint direct benefits of the prescribed fire include:

1. Lowering the risk of damaging wildfire by reducing fuel loading and restoring rangelands.
2. Restoring rangeland ecosystems and improving wildlife habitat.

**C. BLM SHALL:**

1. Develop the approved Burn Plan.
2. Incur all costs for implementing this project, including any control measures taken on the adjacent Cooperator's property.
3. Communicate fully with the Cooperator throughout the duration of the project from time of ignition until the fire is declared out.

**D. COOPERATOR SHALL:**

1. Allow access onto and across KID property to BLM employees, cooperators and hired contractors for the purpose of pre-burn reconnaissance and preparation and conducting the burning, holding, mop up and patrolling operations associated with this project.
2. Give full consent and permission for pre-burn resource surveying.
3. Give full consent and permission to burn vegetation on KID land.

4. Give full consent and permission for any holding and mop-up activities deemed necessary by the BLM.
5. Hereby waive all claims for loss or damage to vegetation and or all other land components (i.e., soils, wildlife, air, and water quality) within the planned prescribed fire perimeter.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES:

1. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of recipient/cooperator purchase of equipment (and supplies).

2. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The BLM is not obligated to fund any changes not properly approved in advance.

4. NONDISCRIMINATION. The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

“In accordance with Federal law and U.S. Department of Interior policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write Director, Office of Civil Rights, 1849 C Street, NW, MS-5221, MIB, Washington, DC 20240 or call (202) 208-5693 (voice) or (202) 208-5998 (TDD). DOI is an equal opportunity provider and employer.”

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, which “This institution is an equal opportunity provider.”

5. **LEGAL AUTHORITY.** The Cooperator has the legal authority to enter into this agreement to ensure proper planning, management, and implementation of the project.
6. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the BLM or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
7. **COMMENCEMENT/EXPIRATION DATE.** The instrument is executed as of the date of the last signature and is effective through December 31, 2033 at which time it will expire unless extended.
8. **TERMINATION.** Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

9. **PRINCIPAL CONTACT.** The principal contacts for this instrument are:

<b>BLM Project Contact</b>	<b>Cooperator Project Contact</b>
Paul Ratcliff, Fire Management Specialist (Prescribed Fire and Fuels)	Ben Woodard, P.E. Engineering/Operations Manager
Bureau of Land Management	Kennewick Irrigation District (KID)
1103 N Fancher Rd	2015 S Ely St
Spokane Valley, WA 99212	Kennewick, WA 99352
Phone: (509) 536-1200	Phone: (509) 586-6012
Cell: (509) 714-0517	Cell:
E-Mail: pratcliff@blm.gov	E-Mail: bwoodard@kid.org

10. **AVAILABILITY OF FUNDS.** Funds are currently available for performance of this agreement through September 30, 2033. The BLM's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds.
11. **ENDORSEMENT.** Any Cooperator contributions made under this agreement do not by direct reference or implication convey BLM endorsement of the Cooperator's products or activities.
12. **INKIND MATCH.** There are no requirements for in-kind match for this project.

13. Hold Harmless/Indemnification: The BLM for itself, its successors, and assigns shall hold harmless and indemnify KID, its board of directors, officers, agents, consultants, contractors, representatives, attorneys, insurers and employees from any all claims, judgments, damages, penalties, fines, costs, liabilities or losses arising from or related to their respective acts or omissions relating to work performed under this Agreement (“Claims”). This hold harmless and indemnification provision applies to claims of negligence and any other theory of liability related to or arising out of this Agreement or otherwise raised against KID that involve the Property that is the subject of this Agreement. Notwithstanding the foregoing paragraphs, BLM shall have no obligation to indemnify or hold harmless KID for Claims arising from the sole negligence or willful misconduct of KID, its agents, officials, and employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

\_\_\_\_\_  
Charles Freeman,  
District Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Beaucage,  
Field Office Manager

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
BORDER FIELD OFFICE  
AND THE  
KENNEWICK IRRIGATION DISTRICT**

**REGARDING DEVELOPMENT OF THE  
LOWER COLUMBIA BASIN FUEL BREAKS  
ENVIRONMENTAL ASSESSMENT**

**I. Introduction**

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's Border Field Office ("BLM") and the Kennewick Irrigation District ("Cooperator") for the purpose of preparing the Lower Columbia Basin Fuel Breaks Environmental Assessment (EA). The BLM is the lead federal agency for development of this EA. BLM acknowledges that the Kennewick Irrigation District has jurisdiction by law or special expertise applicable to the EA effort, as defined at 40 CFR 1508.1. This MOU describes responsibilities and procedures agreed to by the Kennewick Irrigation District as a Cooperating Agency and the BLM ("the Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.8), the Department of the Interior NEPA regulations (43 CFR Part 46), and the Department of the Interior Manual (516 DM 2 AND 516 DM 11).

**II. Purpose**

The purposes of this MOU are:

- A. To designate the Kennewick Irrigation District as a Cooperating Agency in the EA process.
- B. To provide a framework for cooperation and coordination between the BLM and the Kennewick Irrigation District that will ensure successful completion of the EA in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the EA and the Finding of No Significant Impact (FONSI).

- D. To recognize and provide guidance for the development of a mutually respectful and effective Cooperating Agency relationship between the Parties which reflects their unique working relationship as it relates to the tasks at hand.
- E. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

### **III. Background**

Large wildfires have become common in the Horse Heaven Hills. The most recent being the Hansen Road Fire that occurred in June of 2023, and burned just under 6300 acres on both private and Bureau of Land Management (BLM) lands. Fires greater than 300 acres are becoming more frequent in this area with seven occurring in the last 10 years. This is compared to only five occurring between 1992-2013. The McNary area has recently seen a sharp increase in number of fires with eight fires occurring in just the past two years. These fires have been contained to relatively smaller size, but there is abundant potential for large fire growth in this area of concern. This is evident from the Hat Rock Fire that occurred in 2023 just across the Columbia River in Oregon. This incident burned just shy of 17,000 acres.

The BLM-administered lands, U.S. Army Corps of Engineers, and private property proposed for this project are all located in Benton County. These lands are within two separate wildland-urban interface (WUI) areas. These WUI areas can be referred to as the Kiona-Benton City WUI and Plymouth, WA WUI. The two WUI areas are approximately 20 air miles away from each other, but both are along the Interstate 82 corridor. The WUI creates greater challenges and increased hazards to firefighters when suppressing emerging wildfires.

Department of Interior Secretarial Order No. 3372 (Reducing Wildfire Risks on Department of the Interior Land Through Active Management) directs the BLM to “protect people, communities, wildlife habitat, and watersheds by actively managing lands to reduce the risk of catastrophic wildfire...they shall incorporate the use of any land and vegetation management techniques that are appropriate for the landscape, produce the desired results of reducing fuel loads, and are supported by the best available science” (DOI 2019).

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL). The law provides historic, long-term investments in the infrastructure and economy of the United States, including more than \$5 billion directed to the U.S. Department of the Interior (DOI) and the U.S. Department of Agriculture (USDA) to reduce the risk of catastrophic wildfires. The BIL provides a transformative opportunity for DOI and USDA to modernize their wildland fire workforce and increase the pace and scale of fuels management and ecosystem restoration across Federal and Tribal Nation lands. Section 40803(j)(1) of the BIL directs DOI and USDA to establish a Five-Year Wildfire Monitoring, Maintenance, and Treatment Plan that:

- Reduces severe fire risk on 10 million acres of Federal land, Tribal forest lands, and rangeland that pose a high wildfire hazard.



- Develops a process for prioritizing treatments in areas and communities at the highest risk of catastrophic wildfire in direct partnership with state and local entities and affected stakeholders.
- Leverages public-private partnerships; prioritizes projects that have been evaluated under the National Environmental Policy Act (NEPA) and are ready for implementation; streamlines subsequent projects based on existing statutory or regulatory authorities; and develops interagency teams to increase coordination and efficiency under NEPA (DOI 2022).

### **Preliminary Purpose and Need for Action**

The purpose for the project in the Lower Columbia Basin is to reduce the likelihood of fire spreading from or onto BLM lands, create opportunities to lessen resource damage through hazardous fuels management, reduce the threat of fire impacting adjacent private and other government lands, and to increase safety for fire suppression personnel and the public. The need for the action is that the frequency of wildland fire is increasing in the project area and the probability of catastrophic fire is becoming more likely.

### **Preliminary Proposed Action**

The BLM would conduct hazardous fuels reduction utilizing prescribed fire treatments on approximately 1434 acres of BLM-administered land, private property, and other government agency owned lands. This action would slow or stop the spread of wildfires from entering or exiting BLM lands. This would improve public and firefighter safety by reducing the size of wildfires, protect local infrastructure, and reduce resource damage associated with suppression efforts. Of the 1434 proposed acres, 1218 would be BLM-administered lands, 114 Corp of Engineers, 91 private, and 11 acres owned by the Kennewick Irrigation District. The individual burn units range from 70 to 354 acres. If participating agreements cannot be established with all parties, the treatment area would be reduced. These units will utilize existing features as much as possible to limit the amount of new handline that must be constructed. These existing features include roads, trails, water features, vegetation changes that allow for the use of wet-line, and previous control lines from past fires. This strategy reduces the amount added site disturbance and limits, as much as possible, the addition of visual lines on the landscape. At a maximum, 34,842 feet (roughly 6.6 miles) of new handline would need to be constructed. In comparison, this number is only one third of all utilized control lines for this action. However, existing features may require some level of improvements to be effective as control lines during prescribed fire implementation. These improvements may include an adequate reduction of adjacent fuels to the line within the burn unit, clearing of loose or fallen debris within the control line, or the removal of flammable material in the line to establish bare mineral soil. Prescribed fire implementation on these units would occur anytime between the months of October through March. Implementation may occur whenever fuel and environmental conditions are favorable to meet burn plan objectives. During these months, the vegetation present would be dormant. During dormancy, live fuel moistures are very low, and plants have stored nutrients built up for the coming growing season. This would be an opportune time for prescribed fire to consume the above ground portions of the vegetation, but not kill the plant and allow for regrow of perennial native species.

After prescribed fire operations are completed, all units will be visually monitored annually, and proposed Assessment, Inventory, and Monitoring Strategy (AIM) sites will be assessed on a three-year basis to survey fuel characteristics and site conditions. The proposed fuel breaks will be evaluated to be reburned when the grass is approaching a height of between 1 and 2 feet or close to exceeding the Tons Per Acre of the Grass Fuel Model 2 (GR2), as described in Standard Fire Behavior Fuel Models: A Comprehensive Set for Use with Rothermel's Surface Fire Spread Model. This would reduce these areas from a fuel model GR2 to a GR1. With this fuel loading reduction and moderate wind speed of 10 mph, the rate of spread is reduced from 150 chains/hour to 20 chains/hour. Concurrently the flame lengths would reduce from 8 feet to approximately 2 feet (Scott and Burgan 2005). These fuel models were selected because grass is the primary carrier of fire in these areas. Monitoring will be established for select burn units to track both fuel and ecosystem conditions to help determine the appropriate fire return interval.

Prescribed fire operations will be implemented between October and March to reduce overall fuel loading (tons/acre), reduce fuel heights, and breakup continuous fuel beds found in grass fuel types:

- Prescribed Fire – Prescribed fire will be used to consume the small diameter fuels (< .25-inch diameter) that is present in these sites. Burn plans will be developed in accordance with guidance in the PMS-484 Interagency Prescribed Fire Planning and Implementation Procedures Guide (NWCG 2017). A short duration fire with low intensity would be the objective of the burn in order consume surface fuels but not damage the root structures of the established vegetation. This would be achieved by utilizing firing patterns that generate backing and flanking fire. This is opposed to head firing that generates greater intensities in comparison. The burns will be carried out by qualified personnel under the direct supervision of a Prescribed Fire Burn Boss. The appropriate level of burn boss will be determined using the PMS 424 Prescribed Fire Complexity Rating System Guide.
- Fireline Construction - At a maximum, 34,842 feet (roughly 6.6 miles) of new handline would need to be constructed. 22,905 ft (approximately 4.3 miles) in Horse Heaven Hills and 11,937 ft (approximately 2.3 miles) in McNary. New handline will be constructed with hand tools on the perimeter of the prescribed fire areas. Hand tools will remove vegetation to bare mineral soil at a maximum of a 36-inch-wide fire line. The berm will be pulled to the outside portion of the unit. A 33-foot-wide fuel modification or cutting with hand tools may be implemented around the perimeter of the burn in areas of critical holding concerns. These same techniques would be utilized, as needed, to improve existing features that will serve as containment lines. This increases the effectiveness of the fire line, roads, and natural features that will be used as containment lines for the implementation of prescribed fire. Containment lines will be cleaned to an adequate level before any prescribed fire operations are carried out. Signage would be posted and maintained where control lines meet public access points (i.e., roads and trails intersections). This signage would state that these lines are prescribed fire control lines and not recreational trails. If public use becomes an issue with these signs in place, portions of control lines may need to be returned to a natural state when not in use.

- **Monitoring and Resource Damage Prevention** – After firing operations are complete, units will be patrolled and/or mopped up to an adequate level determined by the burn boss to avoid fire escaping containment lines. Monitoring will be conducted using Assessment, Inventory, and Monitoring (AIM) plots that will be established within select burn units as well as randomly selected control plots located nearby. A combination of the AIM plot data and fuel loading calculations will be used to determine the fire return interval for each unit. AIM plots will monitor soil and surface characteristics. A fuels specific section will be added and a small, hand-dug, soil pit would be required for each individual plot.
- If monitoring shows an increase in weeds or non-native species, a herbicide treatment plan will be implemented to treat the proposed area. Any herbicide treatments will be limited to the fall and winter seasons to reduce damage to native plant species. Herbicide treatments will be preemergent treatments only. All herbicide treatments will follow the 2018 Spokane District Programmatic Noxious Weed & Invasive Plant Management Environmental Assessment (EA). The chemicals used will either be Imazapic or Indaziflam. Imazapic would be applied at rates between 2-12 fl oz per acre. Indaziflam would be applied at rates between 3.5-7 fl oz per acre. Specific application rates would be determined by the product label to treat the targeted species at the time of application. Cost and availability of products may affect what product is applied at the time of treatment. Method of application would either be aerial or backpack sprayer to reduce the level of site disturbance. Signage will be post before and after herbicide treatments for public safety.
- Along with herbicide treatments, seeding may be needed to increase the presence of native species, help to reduce the invasion of weeds and non-native species, and maintain soil stability. Individual units would be evaluated for seeding when they approach 40% pre-burn stocking levels of native bunch grasses. Seeding would occur when site conditions are optimal for natural soil incorporation. This could be any time in the late summer, fall, or winter months. This is an ideal time so the seeds can take advantage of fall and winter moisture, it is late enough in the year that the seed is unlikely to germinate, and the seeds will have the opportunity to incorporate into the soil as precipitation falls and the soils freeze and thaws through the winter and spring months (Tipton 2016). To reduce site disturbance, seeding would either be aerial or hand-held broadcast spreaders. Seeding will rely on natural processes for soil incorporation. No tilling, harrowing, churning, or seed drilling will occur to minimize site disturbance. The Shrub-Steppe and Grassland Restoration Manual for the Columbia Basin can be referred to for determining best practices and seed selection for the proposed site (Tveten 2011). Seeds would be broadcast at a rate of 20-25 pounds per acres, and the following seed mixes would be used: (Figure 1)

Seed Mix					
Horse Heaven Hills			McNary		
Common Name	Scientific Name	Percent	Common Name	Scientific Name	Percent
bluebunch wheatgrass	<i>Pseudoroegneria spicata</i>	55	Indian ricegrass	<i>Achnatherum hymenoides</i>	30
Sandberg bluegrass	<i>Poa secunda</i>	15	needle and thread	<i>Hesperostipa comata</i>	30
bottlebrush squirreltail	<i>Elymus elymoides</i>	15	sand dropseed	<i>Sporobolus cryptandrus</i>	15
Thurber's Needlegrass	<i>Achnatherum thurberianum</i>	5	bluebunch wheatgrass	<i>Pseudoroegneria spicata</i>	15
arrowleaf balsamroot	<i>Balsamorhiza sagittata</i>	5	Sandberg bluegrass	<i>Poa secunda</i>	5
Lewis flax	<i>Linum lewisii</i>	5	fernleaf biscuitroot	<i>Lomatium dissectum</i>	5

Figure 1: Composition of proposed seed mix for reclamation.

During implementation and upon completion and maintenance of the proposed fuel breaks, BLM would continue to communicate and coordinate with federal, state, and Benton County fire districts about the location and status of the fuel breaks. The status and condition of other fuel breaks (private land, etc.) would be reviewed. This would allow for BLM's partners to have an in-depth understanding of the location and functionality of the fuel breaks once they are created in order to allow for faster, safer, and more effective wildfire responses.

### **Preliminary Alternatives**

#### ***No Action***

Under this alternative, the BLM would take no action to reduce hazardous fuels or implement prescribed fire in the project area at this time. The BLM would continue to emphasize fire suppression and unplanned ignitions would be extinguished as soon as possible as identified in the 1987 Spokane District RMP and the 2023 Fire Management Plan.

#### ***Herbicide Treatment/Green Strip***

These treatments and strategies have been highlighted in the Bureau of Land Management's Programmatic Environmental Impact Statement (PEIS) for Fuel Breaks in the Great Basin (BLM 2020). The general approach for a green strip is to remove the present vegetation via mechanical, chemical, or prescribed fire treatments to a desirable level for planting. This may require multiple treatments, but once the site is ready for planting, it is planted with perennial plant species that retain moisture later into the growing season. These strips may require follow-up treatments as well to maintain desired characteristics. Brown strips utilize mowing to reduce fuel height, which in turn, results in lower flame lengths. However, these treatments are generally implemented along linear features such as roads or fence lines. There is opportunity to implement these type of fuel breaks in some areas of the proposed project, but they are limited due to the topography, as well as the proximity to structures and agriculture adjacent to the area. The topography makes the use of machinery to mechanically treat or spray impractical. Additionally due to topography, there would be no feasible way to incorporate the new seed into the soil and would result in the seed not germinating in all areas. Also, the soil disturbance from harrowing or chaining the seed into the soil would break up the beneficial biological crust present. This crust protects against the invasion of nonnative plant species such as cheatgrass (*Bromus tectorum*) (Pyke 2015). Without adequate ground cover, increased erosion would likely occur, in turn leading to increased resource damage. Aerial chemical treatments could be used, but due to required buffers of up to 1/4 of a mile from houses and waterways; these treatments

would not be able to achieve an effective area of coverage. A further drawback to green strips is that although these perennial plant species would hold moisture longer into the growing season, they would not hold moisture all year long. With many of the fires occurring within the project area in the late summer or fall, these green strips would still be dry and not act as an effective fuel break. Due to the required level of maintenance and cost requirements to adequately facilitate the implementation of these fuel breaks; along with the limited opportunities for implementation due to topography make this a less effective fuel break option for this project area. Overall, this option does not meet the purpose and need.

### ***Targeted Grazing***

Targeted grazing is an entertaining idea for this proposed project because the area is already covered by designated grazing allotments. These allotments are 00540 and 00544 in the Horse Heaven Hills area, and 00585 in McNary. This proposed treatment is also evaluated in the above mentioned PEIS. To implement this treatment, the permittee/contractor would either need to be able to utilize GPS collars or establish new conventional fences to contain the livestock used for grazing. The GPS collars work by establishing a geo-fence or “invisible fence” from a mobile base station that is transmitted to the individual neck collars of the livestock. When the animal approaches the geo-fence, the collar will beep, vibrate, and then electronically shock the animal if it crosses the line. This method is still relatively new and expensive to lease the collars and base station. Along these lines, the addition of more conventional fence lines may have negative impacts on wildlife in these areas depending on the method of construction and specific location of these fences. Fence lines can limit the natural mobility of certain species resulting in increased mortality, reduction in species diversity, and reduction in available habitat (Hovick 2014). Along with the possible difficulties of containing the grazing livestock, the topography may reduce the effectiveness of the grazing and lead to increased resource damage due to steepness of the slopes in the proposed site. The percent slope ranges from 5 to 50 percent, with the average being around 30 percent. The flatter areas being in the bottoms and tops of most units and steeper areas throughout the middle. The steepness of the slopes along with the distance from water reduces the grazing utilization in the area on the slopes. Livestock naturally congregate on flatter slopes and closer to water. They will travel and graze on slopes, but at a lesser rate in comparison to these areas. Livestock general contour back and forth to gain elevation as opposed to walking directly up hill. Livestock will graze off of these contour trails, but generally shorter distances compared to flatter ground (Patton 1971). The necessary temporary water source required to sustain the livestock would most likely be put along the top or bottom of the targeted areas. The location would depend on available road access to facilitate the restocking of the water source. The distance from water along with the topography would likely generate numerous contour trails that may produce greater erosion levels, more visual lines on the landscape, and increased opportunities for user generated trails to be created for unsolicited recreation. This is due to the overall concept of targeted grazing. When utilizing targeted grazing, the livestock are purposely contained to a smaller area to force them to graze the vegetation. This is different from free grazing where the livestock can graze throughout the entire allotment. A further downfall to this fuel treatment is having a reliable source of livestock for continued maintenance. The Border Field Office has received very little applications for grazing over the past 10 years. This makes it a difficult resource to rely on for sustainable use for hazardous fuel treatments. Overall, this does not meet the purpose and need.

## ***Fuel Breaks Along Linear Features***

When designing this project, this was the initial starting point. Linear features, such as roads, water ways, and utilities corridors, are a commonly assessed feature to be utilized to stop the progression of a fire. This is because these features are devoid of vegetation in, the case of roads and water ways, or are maintained on a more regular basis compared to natural vegetation in the case of utilities corridors. This maintenance could include brush removal for access, herbicide treatments for weeds, and there is often some sort of access road for service maintenance in these areas. Linear features can also be improved upon to increase their probability of holding as containment lines. These improvements could include, mowing of adjacent fuels to reduce fuel loading and fuel heights, herbicide treatments to reduce the abundance of invasive species and weeds, or “black lining” them. Black lining would involve burning the vegetation up to 50 feet from the shoulder of the roadbed to buffer the road. With this alternative, the BLM would conduct aerial herbicide treatments of 100 feet on either side of any designated linear feature, as long as it is on BLM administrated lands and meets the criteria of a Categorical Exclusion (CX) (See attached map in Attachment 1). The downside to linear features can be their location or how they align with the topography around them. There may be a great linear feature that can serve as a holding feature present on the landscape, and it may need little to no improvements, but if it is miles away from the fire’s origin and is not a viable tactical option for fire suppression. In other cases, there are none present, the McNary area of this project has no linear features that meet these criteria. Also, along these lines, man-made linear features like roads or utilities corridors are constructed to serve a purpose and not generally designed as a fuel break. Many of the roads in this project area are in unsuitable locations to serve as desirable fuel breaks. Many are mid-slope roads or are in parallel with the predominate west or southwest winds of the area. The parallel roads help to limit lateral fire spread and can serve as a good anchor point to construct fireline from, but do not provide much in the way of stopping forward fire progression. Mid-slope roads can be used in certain conditions and areas, but this is very situationally dependent. Mid-slope roads, such as the McBee Grade, are problematic because there can be unburnt fuel above the road that is susceptible to flame and heat impingement or spotting from the fire below the road. This can make these features very unsafe for firefighting resources, especially in the “light, flashy” fuels of the project area that can progress rapidly when moving upslope or when these fires become wind driven. Due to the combination of many of these factors and the limited number of suitable linear features in this project area, this does not meet the purpose and need.

## **Preliminary Issues**

The BLM has identified the following issues for analysis related to the proposal:

- Would fuel breaks on the relatively small pieces of BLM-administered land and adjacent lands be effective?
- Would disturbance from vegetation treatments increase noxious weeds or invasive plants?
- How would public safety be provided for gathering edible and cultural use plants (e.g., biscuit root, desert parsley) where herbicides are used?
- Would these treatments be detrimental to available grazing opportunities?
- Would these treatments generate negative effects to wildlife and their habitat?
- What would be the visual effects on this VRM2 site?

#### **IV. Authorities for the MOU**

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
  - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
  - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
  - 3. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
  
- B. The authorities of the Kennewick Irrigation District to enter into this MOU include, but are not limited to:
  - 1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)

Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

#### **V. Roles and Responsibilities**

- A. BLM Responsibilities:
  - 1. As lead agency, the BLM retains final responsibility for the content of all NEPA documents, which include the Draft EA, the Final EA, and the Finding of No Significant Impact (FONSI). The BLM's responsibilities include determining the purpose of and need for the EA, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures (if necessary). In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements; and will meaningfully involve the Cooperator throughout the entire NEPA process, including but not limited to: development of the alternatives, identification of effects, selection of the preferred alternative, and determination of appropriate mitigation measures (if necessary), review of public comments, and development of a FONSI
  - 2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EA process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law or special expertise.
  - 3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperator with copies of documents underlying the

EA relevant to the Cooperator's responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EA.

**B. Cooperating Agency Responsibilities:**

1. The Kennewick Irrigation District is recognized to have jurisdiction by law or special expertise in the following areas:
  - a. Jurisdiction by law in a portion of the proposed project area.
2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the EA, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will provide information with the plans, policies, and positions relevant to the NEPA process.
3. Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Exhibit B. These activities include but are not limited to providing guidance on public involvement strategies, identifying data needs, formulating alternatives, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EA and supporting documents.

**C. Responsibilities of the Parties:**

1. The Parties agree to participate in this process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the EA, the Parties agree to utilize the facilitation and conciliation procedures described below (Section X.C). Participation as a Cooperating Agency does not negate the Cooperator's right to comment, protect, or appeal the analysis or a decision nor does it diminish or restrict the Cooperator's ability to coordinate with the BLM under the authority of FLMPA (43 U.S.C. 1712(c)(9)).
2. The Parties agree to make their best effort to comply with the schedule provided as Exhibit C, which includes dates for EA milestones and timeframes for Cooperator's reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the EA process, except that the BLM may contract with a Cooperator for technical studies within its jurisdiction or special expertise, as provided for in Section XII.D.



4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

## **VI. Representatives**

Each Party will designate representatives, as specified in Exhibit A, to ensure coordination between the Cooperators and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party.

## **VII. Funding**

- A. This MOU shall not obligate any partner to expend funds or involve the agencies in any contract or other obligations for the payment of money.
- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.

## **VIII. Records**

Any records or documents generated as a result of this MOU shall become part of the official BLM record maintained in accordance with applicable BLM Records Management policies. Any request for release of records associated with the implementation of this MOU to anyone outside the Parties must be determined by BLM based on applicable laws, including the Freedom of Information Act and the Privacy Act. The Cooperator agrees not to release these materials to individuals or entities other than the Parties to this MOU and their contractors.

## **IX. Compliance with Applicable Laws and Regulations; Severability Clause**

This MOU is subject to all applicable Federal laws, regulations and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of the BLM under such applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

## **X. Administration of the MOU Term, Amendments, and Termination**

- A. Term of MOU:

1. This MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOU.
  2. This MOU shall remain in effect for five (5) years (or upon issuance of the ROD) for the Lower Columbia Basin Fuel Breaks EA from the execution date unless terminated, extended, or cancelled in writing prior to the expiration date.
- B. Amendments:
1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of all Parties.
  2. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.
- C. Termination:
1. This MOU may be unilaterally terminated at any time by any one of its participants, following at least 30 days written notice to the other participants.

## **XI. Other Provisions**

- A. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the EA. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- B. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the EA (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's views in the Draft EA and the Final EA. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.
- C. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that BLM retains final responsibility for the decisions identified in the EA and FONSI.
1. Facilitation. If the Parties deem necessary, they may agree to retain an independent facilitator to foster clear and efficient communication. The facilitator's responsibilities and procedures for retaining, directing, and compensating the facilitator, would be determined in coordination with the Parties in the event facilitation is deemed necessary or beneficial.

2. **Joint fact-finding.** Where the Parties disagree on matters of scientific information, data collection, or analysis, procedures will be developed and employed to prepare a neutral assessment of the contested scientific issues.
- D. **Coordination with the BLM's contractor.** In the event BLM retains a contractor for activities that may include: public involvement, data collection, environmental analysis, and EA preparation; Cooperator may coordinate with the contractor through processes to be defined at that point. This coordination may include: communicating with the contractor only through BLM's representative; provide information and comments directly to the contractor; or collaborate with contractor's technical staff and subcontractors on matters within the Cooperator's jurisdiction or special expertise. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the applicable contract, and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of this contract.
- E. **Coordination with Cooperating Agency's Contractor.** In the event that the Cooperator retains a contractor the Cooperator will provide the BLM a Contractor Coordination Letter describing the nature of the relationship between the Cooperator and its contractor and the authority given to the contractor, and clearly stating that: 1) contractor will represent the Cooperator; 2) the Cooperator has verified that its contractor has no conflict of interest, financial, or otherwise, in the outcome of the project; and 3) the Cooperator has contractually required its contractor to comply with a non-disclosure clause consistent with the Cooperator's obligations under Section XI.A. above. The Cooperator will be responsible for all costs incurred by the contractor. The contractor serves to help fulfill cooperating agency responsibilities outlined in Section V.B, above, and will be allowed to attend meetings between the Parties to this MOU. When two or more Cooperators utilize the same contractors, each Cooperator must have a separate contract in place, and each must submit a Contractor Coordination Letter to the BLM.

**XII. Signatures**

1. All signatories have the appropriate delegation of authority to sign this MOU.
2. The Parties hereto have executed this MOU on the dates shown below.

\_\_\_\_\_  
Charles Freeman  
District Manager  
Kennewick Irrigation District

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tom Beaucage,  
Field Office Manager  
Border Field Office  
Bureau of Land Management

Dated: \_\_\_\_\_

**Attachments:**

- Exhibit A Principal Contacts for this MOU
- Exhibit B Cooperating Agency Participation in the Lower Columbia Basin Fuel Breaks EA
- Exhibit C Schedule of the Lower Columbia Basin Fuel Breaks EA

## **Exhibit A**

The principal contacts for this MOU are:

Michael Traver-Greene  
Planning and Environmental Coordinator  
Bureau of Land Management  
Coeur d'Alene District Office  
3232 W. Nursery Rd.  
Coeur d'Alene, ID 83815  
208-769-5030

Ben Woodard, P.E.  
Engineering/Operations Manager  
Kennewick Irrigation District  
2015 S. Ely Street  
Kennewick, WA 99337  
509-586-6012

## Exhibit B

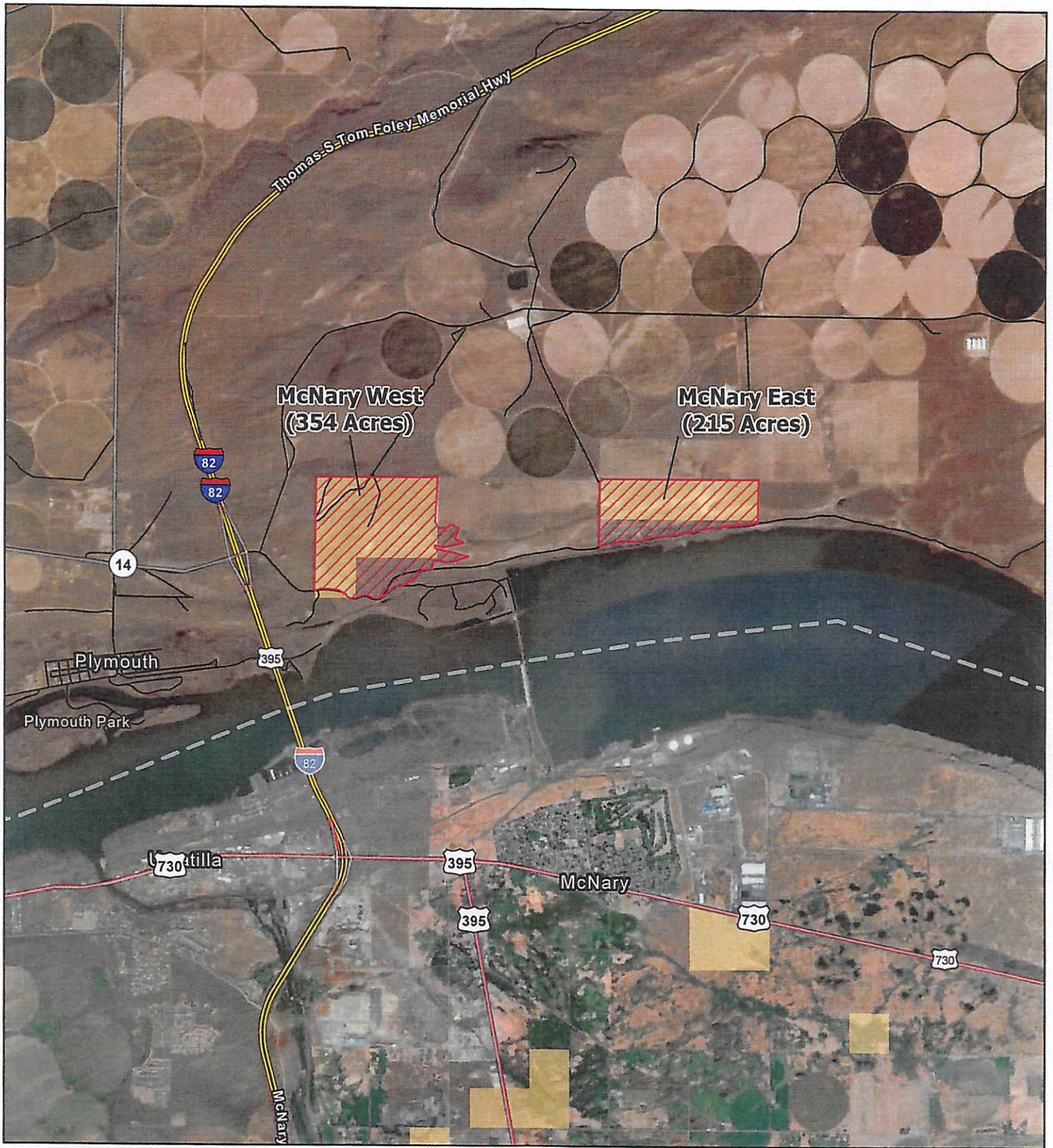
### Cooperating Agency Participation in the Lower Columbia Basin Fuel Breaks EA

	<b>EA Stage</b>	<b>Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise</b>
1	Conduct scoping and identify issues	Provide input on coordination requirements based on CA plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Develop planning criteria	Provide advice on proposed planning criteria.
3	Collect inventory data	Identify data needs; provide data and technical analyses within the CA's expertise.
4	Analyze management situation	Provide input on the Draft Analysis of the Management Situation (AMS) and aid in interpreting the AMS to constituents.
5	Formulate alternatives	Collaborate with the BLM in developing alternatives. Suggest land allocations or management actions to resolve issues. <b>Decision to select alternatives for analysis is reserved to the BLM.</b>
6	Estimate effects of alternatives	Provide effects analysis within the CA's expertise; identify direct, indirect, and cumulative effects within the CA's expertise; suggest mitigation measures for adverse effects.
7	Select the preferred alternative; issue Draft EA	Collaborate with the BLM in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft EA. The CAs may provide written, public comments on draft if desired. <b>Decision to select a preferred alternative and to issue a draft is reserved to the BLM.</b>
8	Respond to comments	As appropriate, review comments within the CA's expertise and provide assistance in preparing BLM's responses.
8a	Issue Final EA	<b>Action reserved to BLM.</b>
9	Sign FONSI	<b>Action reserved to the BLM.</b>


**Exhibit C**

**Schedule of Lower Columbia Basin Fuel Breaks EA**

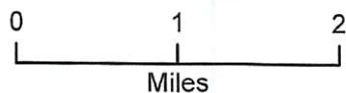
	<b>Environmental Assessment</b>	<b>Approximate Timeframe</b>
1	Conduct scoping and identify issues	September 29, 2023-October 13, 2023
2	Collect inventory data	September 29, 2023-October 31,2023
3	Analyze effects of alternatives	October 15,2023-November 3,2023
4	Internal/Cooperating Agency Review of Administrative Draft EA	November 6, 2023-November 20, 2023
5	Issue Draft EA	November 21, 2023
6	30-day Public Comment Period	November 21, 2023-December 22, 2023
7	Respond to comments	December 26, 2023- December 28, 2023
8	Final EA/FONSI	January 5, 2024
9	Decision Record	January 8, 2024



**Legend**

 Lower Basin Fuel Breaks  
(~569 Acres Total)

**Lower Basin Fuel Breaks -  
McNary**



1:75,000

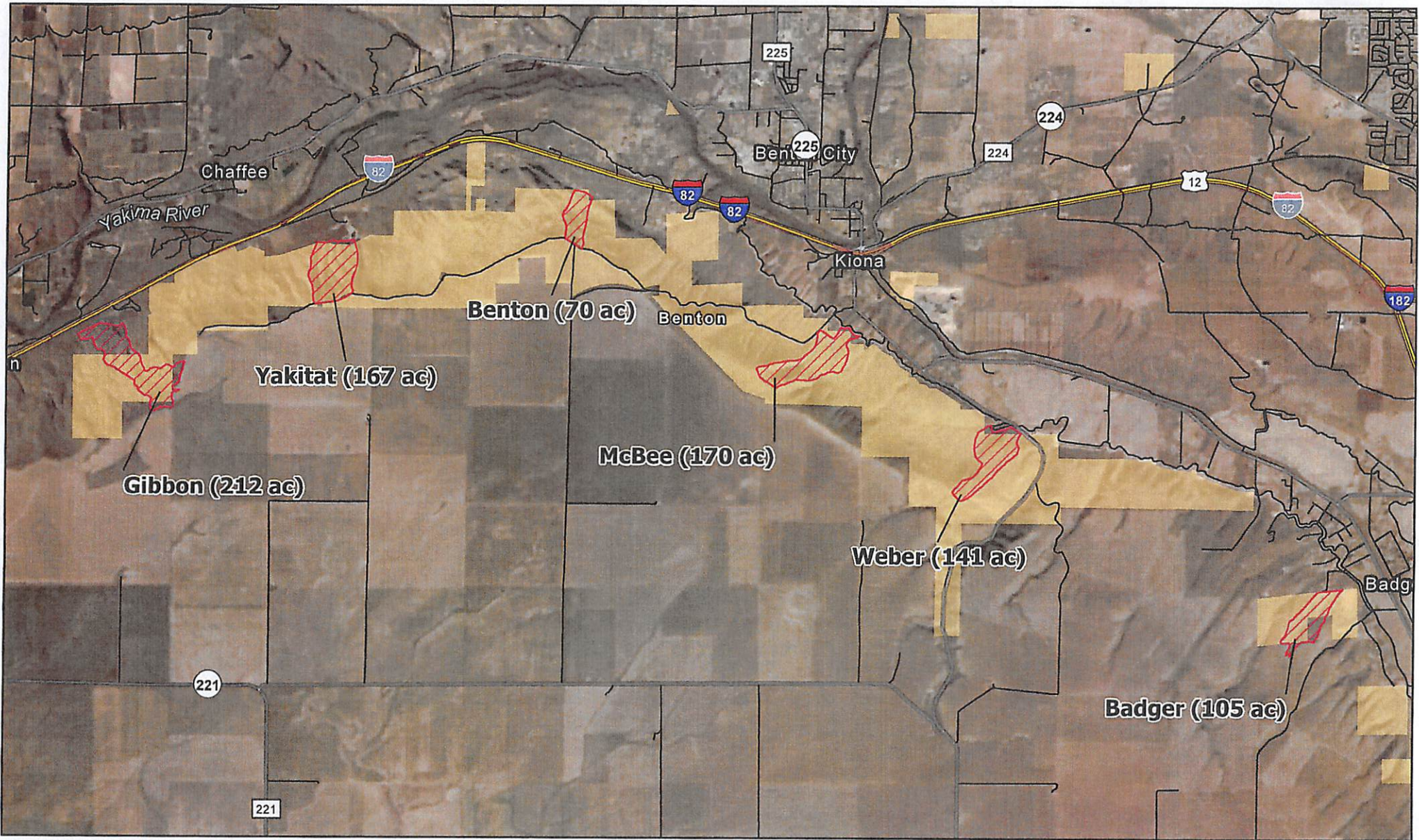


9/27/2023




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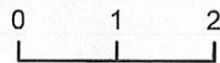




**Legend**

 Lower Basin Fuel Breaks (~865 Acres Total)

**Lower Basin Fuel Breaks -  
Horse Heaven Hills**



Miles

1:125,000

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9/27/2023

