

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ELY
AND THE U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**REGARDING DEVELOPMENT OF THE ENVIRONMENTAL IMPACT
STATEMENT/RESOURCE MANAGEMENT PLAN AMENDMENT FOR THE
GREENLINK NORTH PROJECT**

I. Introduction

This Memorandum of Understanding (MOU) is entered into between the City of Ely and the U.S. Department of the Interior, Bureau of Land Management (BLM) (Parties) for the purpose of coordinating and cooperating in conducting an environmental analysis and preparation of an Environmental Impact Statement/Resource Management Plan Amendment (EIS/RMPA) for the Greenlink North Project (GLNP).

The Cooperating Agency relationship established through this MOU shall be governed by all applicable statutes and polices including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (40 CFR 1500-1508), and the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 11).

40 CFR 1508.5.1 (e) (2020) defines a Cooperating Agency as "...any Federal agency (and a State, Tribal, or local agency with agreement of the lead agency) other than a lead agency that has jurisdiction by law or special expertise with respect to any environmental impact involved in a proposal (or a reasonable alternative) for legislation or other major Federal action that may significantly affect the quality of the human environment."

II. Purposes

This MOU establishes the City of Ely as a "Cooperating Agency" in the EIS/RMPA analysis and documentation process and establishes procedures through which the City of Ely and BLM will participate as a Cooperating Agency to conduct the analyses and develop the EIS/RMPA.

III. Background

Nevada Power Company and Sierra Pacific Power Company both doing business as NV Energy (hereinafter referred to as "NV Energy") submitted a Preliminary Plan of Development (PPOD) to the Bureau of Land Management (BLM), along with a right-of-way application for authorization to construct, operate and maintain a proposed system of new 525-kilovolt (kV), 345 kV, and 230 kV electric transmission facilities, hereafter referred to as the Greenlink North Transmission Project (Project). NV Energy has also filed a PPOD and right-of-way application with the U.S. Forest Service.

The Project will involve the following components:

- New 525 kV transmission lines:
 - #5202 Fort Churchill to Lander Line and #5201 Lander to Robinson Summit Line (234 miles);

- Existing Robinson Summit 500/345 kV Substation;
- Expansion new Lander 500/230 kV Substation;
- Optical amplifier sites; and
- Electric distribution service for proposed new substation and telecommunication facilities.

Based on the initial NV Energy proposed action as described in the PPOD, approximately 98% of the transmission line route alignments would cross federally managed lands, with the remaining 2% crossing private land. Of the 98% on federally managed lands, 90% is managed by the BLM, 4% by the U.S. Department of Defense (DoD), and 4% by the U.S. Forest Service.

Construction of the GLNP would help to achieve the State of Nevada Renewable Energy Portfolio, State of Nevada Greenhouse Gas Emission Standards, facilitate access to State of Nevada designated renewable energy zones, and increase northern Nevada transmission import capacity required to meet native electric demand and Federal Energy Regulatory Commission requests for service.

The configuration, number and location of the transmission line structures and associated project components will be evaluated throughout the project and subject to micro-siting.

The application is serialized as case file NVN-99862 for BLM-managed lands.

IV. Authorities

- A. The authorities for the BLM to enter into this agreement include, but are not limited to, the following:
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.
- B. Regulations implementing the above authorities:
1. Council on Environmental Quality regulations (40 CFR 1500-1508 [2020 as modified in 2022]).
 2. Department of Interior Regulations for the Implementation of the NEPA of 1969 (43 CFR 46; especially 46.220 and 46.225).
 3. Bureau of Land Management planning regulations (43 CFR 1601 et seq.).
- C. The BLM Nevada State Director is the authorized official for the BLM and will sign the right-of-way grant for BLM-administered lands.

Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

V. Roles and Responsibilities

- A. The BLM roles and responsibilities include:
1. In accordance with 40 CFR 1501.7, the BLM is the federal lead agency. The BLM Project Manager is Gregory L. Helseth, Nevada State Office. The BLM will keep all GLNP Cooperating Agency members apprised of current events in relation to the EIS/RMPA.
 2. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the EIS/RMPA and the Record of Decision. The BLM's responsibilities include determining the purpose of and need for the EIS/RMPA, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the

preferred alternative and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.

3. The BLM will provide a administrative draft EIS/RMPA to the City of Ely for review prior to the release of the EIS/RMPA for public review.
 4. The BLM will utilize City of Ely input and proposals to the maximum extent possible, consistent with legal requirements and its responsibility as lead agency.
 5. The BLM will ensure that input from the City of Ely is appropriately considered and incorporated into the EIS/RMPA.
 6. Any decisions resulting from the EIS/RMPA, on BLM-administered lands and federal mineral estate under BLM jurisdiction, will be made by BLM.
- B. The City of Ely responsibilities:
1. The City of Ely will participate in the environmental analyses and documentation process by providing information regarding environmental issues in which or where the City of Ely has jurisdiction by law or special expertise.
 2. Within the areas of its jurisdiction or special expertise, the City of Ely may participate in activities. Including but are not limits to: providing guidance on public involvement strategies; identifying data needs; suggesting management actions to resolve planning issues; providing input to the draft documents; collaborating to evaluate the effects of alternatives; suggesting mitigation measures; and providing comments on drafts of the EIS/RMPA and supporting documents.
 3. Any decisions resulting from the EIS/RMPA, on federal lands where the City of Ely has jurisdiction, will be made by the City of Ely.
- C. The joint roles and responsibilities of the Parties include:
1. The City of Ely and the BLM will cooperate in apprising each other, as far in advance as possible, of any related actions or problems that might affect the environmental analyses and documentation process or that might affect either party.
 2. The Parties will cooperate in the development and review of any operating guidelines or agreements between the City of Ely or BLM and other entities involved which might affect the environmental analyses.
 3. The BLM and the City of Ely agree to meet on issues concerning the EIS/RMPA at the request of either party.
 4. The Parties will maintain the confidentiality of the documents during the period prior to public release by the BLM of any project related work products, but not limited to drafts, proprietary information, sensitive resource data and locations, and other EIS/RMPA related documents.

VI. Representatives

- A. The City of Ely representative and the BLM Project Manager will serve as the MOU Core Team. The purpose of the MOU Core Team will be to timely coordinate communication among the Parties to the MOU, and to and from their constituents, throughout the assessment period.
- B. The primary points of contact for carrying out the provisions of this MOU are:

City of Ely

Name:

Title:

Address:
Contact Information

BLM

Gregory L. Helseth
Project Manager
BLM Nevada Office
1340 Financial Blvd
Reno, NV 89502
775-861-6477
ghelseth@blm.gov

VII. Funding

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.

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 BLM record management policies.

The City of Ely acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The BLM acknowledges that City of Ely handling of these materials may be impacted by the Inspection of Public Records Act (IPRA) (NMSA 1978, § 14-2-1 (A)). In addition, in the event that the City of Ely receives an IPRA, they must inform the BLM and/or refer the request to the BLM as the lead agency of the EIS/RMPA. The Parties agree that the BLM at its discretion may withhold from the cooperator those documents that would otherwise be available for the public release under the IPRA.

The City of Ely will keep confidential and protect from public disclosure any and all documents related to or generated by this agreement. The BLM will determine their suitability for public review or release under the provisions of the Freedom of Information Act (FOIA), Privacy Act, and in accordance with Department of Interior or BLM regulations.

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. Term, Amendments, and Termination

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 3 years from the execution date unless terminated, extended, or cancelled prior to the expiration date.

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.

XI. Termination

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.

XII. Signatures

All signatories have the appropriate delegation of authority to sign this MOU.

The Parties hereto have executed this MOU on the dates shown below.

The effective date of this MOU is the latest signature date affixed to this page.

City of Ely, by and through:

Name
[Title]

Date

U. S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, by and through:

Jon K. Raby
Nevada State Director

Date

DRAFT