

COST REIMBURSEMENT AGREEMENT:

APPLICANT: Clark County Department of Aviation_NVNV106346869

LEAD BLM OFFICE: Las Vegas Field Office, Nevada

- I. **AUTHORITY:** Section 304(b) and 307(b) of the Federal Land Policy and Management Act (FLPMA) [43 U.S.C. 1734(b) and 173(b).

- II. **PURPOSE:** This Agreement between the above referenced Applicant and Bureau of Land Management (BLM), establishes procedures to reimburse BLM for costs incurred for the preparation of an Environmental Impact Statement (EIS) and Record of Decision (ROD) for the proposed Southern Nevada Supplemental Airport (SNSA) in accordance with the Ivanpah Valley Airport Public Lands Transfer Act of 2000 (Public Law 106-362), Title V of Clark County Conservation of Public Land and Natural Resources Act of 2002 (Public Law 107-282), and the National Defense Authorization Act for Fiscal year 2015 (Public Law 113-291, sec. 3092(i)). If a final ROD has been issued which permits the development of an airport pursuant to the previously cited Public Laws, this agreement shall be utilized to reimburse BLM for costs incurred for the administrative processes required for the conveyance of lands to the Applicant.

- III. **PROVISIONS OF AGREEMENT**
 - A. In accordance with Section 304(b) and 307(b) of FLPMA, 43 CFR Subpart 2700 regulations, and the Memorandum of Understanding among the U.S. Federal Aviation Administration, the U.S. Department of the Interior- Bureau of Land Management, and Clark County Department of Aviation, dated June 4, 2019, the Applicant agrees to reimburse the BLM for the costs incurred by BLM for the preparation of an EIS and ROD, and if a final ROD has been issued, the administrative costs for the conveyance of lands to the Applicant. Further, in accordance with 43 CFR 2804.14(f), Applicant waives consideration of reasonable costs, as would be determined under 43 CFR 2804.20 and 2804.21 and agrees to pay all actual costs incurred by the BLM related to this Request.

 - B. This Agreement is subject to the Reimbursable Cost Provisions and the Descriptions of Direct and Indirect Costs contained in Attachment #1, the Work Plan contained in Attachment #2, and the Financial Plan contained in Attachment #3. This cost estimate may be amended should actual costs exceed estimated costs.

 - C. Applicant will be advised as to the nature and extent of all major studies needed to complete any requirements under the National Environmental Policy Act. The BLM may prepare a separate Memorandum of Understanding (MOU) to which this Agreement may be attached and incorporated therein for any project requiring preparation of an EIS.

- IV. **EFFECTIVE DATE:** This Agreement shall be effective as of the latter date of its execution by both parties. Unless terminated earlier upon 30-days written notice to the other party, it shall continue until the BLM authorized officer has determined that the purposes for which this Agreement has been established have been met.

V. **SIGNATURES**
For Bureau of Land Management

For Clark County Department of Aviation

Signature

Signature

Bruce Sillitoe

Typed Name

Rosemary A. Vassiliadis

Typed Name

Field Manager, Lands Division

Typed Title

Director of Aviation

Typed Title

Date

Date

REIMBURSABLE COST PROVISIONS

- A. BLM agrees to process the Request to the extent funding under the Agreement permits. Processing will include, but not be limited to, the following: coordination, administration and approval of any necessary environmental analyses including the preparation of an EIS; consultation with appropriate Federal, State, Tribal, and local officials; preparation of the administrative record and resolving any protests, appeals and litigation that might result from the proposal, preparation of all decisions and authorizations resulting from those decisions, and other necessary processing actions consistent with a final decision.
- B. BLM agrees to timely notify the Applicant, in writing, of any changes to the indirect rate. Refer to the Definition of Direct and Indirect Costs below.
- C. Applicant agrees to fund and utilize third party assistance contractors to expedite processing the request. Third party assistance contractors may include, but are not limited to, contractors for preparation of National Environmental Policy Act (NEPA) documents, cultural resource inventories, biological inventories and surveys, engineering and design surveys, clerical staff support, NEPA adequacy reviews, resource specialist reviews, persons to aid in assembling the case file record, and compliance inspectors.
- D. BLM shall monthly review case processing and costs incurred. When BLM determines there are insufficient funds remaining for the next period of planned work, it shall inform the Applicant of the work proposed to be done and request a further deposit. Deposits must be received prior to BLM incurring costs.
- E. Quarterly statements of BLM expenditures will be furnished to Applicant within 30 days of the close of the quarter (March 31, June 30, September 30, and December 31).
- F. Applicant shall have the right to conduct, at its own expense, reasonable audits of the books, records, and documents of BLM relating to the items on any particular accounting statement provided by BLM. Applicant shall have 90 days after receipt of the quarterly statement to raise objections to or dispute any particular entry of cost item.
- G. BLM shall provide full justification of any disputed entry or cost item within 30 days of receipt of the objection or will delete the entry or cost item. If Applicant still objects to the entry or cost item, an appeal to the State Director may be made within 30 days of receipt of BLM justification. The State Director's decision is the final administrative decision.
- H. Reimbursable funds, once obligated by BLM, are not refundable and will not be made refundable by termination of the Project or withdrawal of the request.
- I. The Applicant must reimburse BLM for all costs BLM incurred in processing the request. If the Applicant withdraws the request, Applicant will reimburse BLM for processing costs incurred by BLM in closing its review of the request and which cannot reasonably be avoided after BLM receives written notice of withdrawal of the request.
- J. Nothing herein shall be deemed to require BLM to maintain books, records, or documents other than those usually maintained by them, provided that such books, records, and documents reasonably segregate and identify the costs for which reimbursement is required and comply with generally accepted accounting practices for such documentation.

K. The designated points of contact with whom each party to this Agreement will communicate concerning any aspect of this Agreement are as follows:

BLM

Clark County Department of Aviation

Name:	Eric Benavides	John M. Wagner
Address:	Las Vegas Field Office 4701 N. Torrey Pines Dr. Las Vegas, NV 89115	Harry Reid International Airport 5757 Wayne Newton Blvd. Las Vegas, NV 89119
Phone No.:	702-515-5144	(702) 261-5732
Fax No.:	702-515-5001	(702) 261-5885
Email:	ebenavides@blm.gov	johnw@lasairport.com

Either party may designate a different point of contact by notifying the other party in writing of such change.

Definition of Direct and Indirect Costs

Direct costs are those costs which can be specifically identified with the request, and which are incurred for the benefit of said applicant in that the costs would not have been incurred but for the request and are appropriate in order for BLM to process the Request. Examples of direct costs include, but are not limited to, personnel costs in the form of wages paid to BLM personnel working on the Request, with allowances provided for fringe benefits and leave surcharge rate and any overtime associated with processing the Request; travel expenses; purchased services, if necessary, such as printing, automated data processing services and photographic reproduction; and any miscellaneous supplies and equipment of a specialized nature, the use of which is directly applicable to processing the request.

Indirect costs are those which cannot be specifically identified with the request. These indirect costs have been calculated at a rate of FY 2024 20.58 percent of direct costs. The indirect costs are subject to change annually. This percentage figure has been developed in accordance with Department of the Interior procedures and represents those administrative and program costs, excluding management overhead, which can be attributed to processing the Request. Indirect costs include a portion of the costs for capitalized and non-capitalized equipment; space rental; telephone services; postage; personnel transfer costs; budget and program development; administrative and clerical support; training; safety management; public information, inquiries and reports; cartography and basic series mapping; aviation management; telecommunications; maintenance of equipment and tools; and systems design and implementation.

Excluded from indirect costs are costs for managerial work; evaluations of field office activities; program coordination; technical program direction; environmental education; interagency planning; studies and research; preparation of environmental documents relating to general program planning; law enforcement and firefighting.

Work Plan

Schedule of Major Milestones

This work plan identifies major milestone tasks with timelines. A detailed project schedule will be developed at a later date. When additional information is requested, processing of your request will be paused.

<u>TASK</u>	<u>RESPONSIBLE PARTY</u>	<u>TIMELINE</u>
Establish reimbursable account	BLM/CCDOA	45 days
EIS/ROD	BLM/CCDOA/FAA	TBD
Develop Cooperative Management Agreement for the Ivanpah Airport Environs Overlay District	BLM/CCDOA	365 days
Preliminary Environmental Site Assessment (ESA)	BLM/CCDOA	90 days
Phase I ESA if needed	BLM/CCDOA	180 days
BLM Nevada State Office issues conveyance documents	BLM	30 days

Financial Plan for Request NVNV106346869

NVNV106346869_Southern Nevada Supplemental Airport EIS			
Processing Fee			
Las Vegas Field Office	Hourly Cost	Hours	Project Costs
Field Manager	\$ 111.10	80	\$ 8,888.00
Asst. Field Manager	\$ 94.01	80	\$ 7,520.80
Wildlife Biologist/Supv	\$ 79.06	40	\$ 3,162.40
Archaeologist	\$ 79.06	40	\$ 3,162.40
HazMat/Air Quality	\$ 79.06	40	\$ 3,162.40
Hydrologist/Soils	\$ 79.06	20	\$ 1,581.20
Engineer	\$ 79.06	0	\$ -
Fire Planner	\$ 79.06	16	\$ 1,264.96
GIS Specialist	\$ 65.96	10	\$ 659.60
Minerals/Paleontology	\$ 79.06	40	\$ 3,162.40
Recreation/Visual	\$ 94.01	20	\$ 1,880.20
Wildlife	\$ 65.96	40	\$ 2,638.40
Botany	\$ 65.96	40	\$ 2,638.40
Fuels/Weeds	\$ 65.96	40	\$ 2,638.40
Cultural/Tribal	\$ 79.06	80	\$ 6,324.80
NEPA Coordinator	\$ 79.06	120	\$ 9,487.20
External Affairs Lead	\$ 79.06	16	\$ 1,264.96
Supervisory Realty Specialist	\$ 79.06	0	\$ -
Project Manager/Realty Specialist	\$ 79.06	120	\$ 9,487.20
Natural Resource Specialist	\$ 79.06	20	\$ 1,581.20
Land Law Examiner	\$ 54.52	20	\$ 1,090.40
Support Services	\$ 65.96	40	\$ 2,638.40
Head Quarters Review & Processing	\$ 111.10	140	\$ 15,554.00
State Office Review & Processing	\$ 111.10	40	\$ 4,444.00
Interstate/Intrastate Project Cost(s):			
Contracted Services:			\$ -
Cadastral Services:			\$ -

Fish & Wildlife Service - Section 7 Consultation			
Lead Biologist	\$ 94.01		\$ -
Biologist	\$ 65.96		\$ -

Vehicle O & M Cost				
Round Trip in Miles	Cost per Mile	Cost per Round Trip	# of Trips	Vehicle Cost
166	\$ 0.21	\$ 34.86	5	\$ 174.30

Estimated Processing Cost Total \$ 94,231.72

Vehicle O & M Cost \$ 174.30

Indirect Rate Cost (20.58%) \$ 19,428.76

Estimated Processing Fee Total per Year \$ 113,834.78

Estimated Work Years 3

Estimated Processing Fee Total \$ 341,504.34

Total Hours per Year 1102

Financial Plan for Request NVNV106346869

I. Calculated Cost Estimates.

Estimated cost designated for tasks may change as the request is processed or right-of-way grant monitored (e.g. some tasks not mentioned here may be required). Costs may increase over the life of the project due to market fluctuations and annual salary determinations. This estimate is not broken down to BLM fiscal quarter estimate.

Office: Las Vegas Field Office

Tasks - include but are not limited to adjudication, project management, attend project and public meetings (including pre-work meetings), coordinate the NEPA process with cooperating Federal agencies, field examinations, review documents, monitor project expenses, travel, review Plan of Development and its inclusions, such as Hazardous Substances Contingency Plan, Storm Water Pollution Control Plan, Weed Management Plan and the Compliance Plan, review cultural and threatened and endangered species reports, and construction and reclamation compliance inspections.

Calculation

Labor Costs	\$ <u>94,231.72</u>
Operating Costs (Travel)	\$ <u>174.30</u>
Total Labor and Operating Costs	\$ <u>94,406.02</u>
Indirect Cost Rate FY2024 – 20.58%	\$ <u>19,428.76</u>
Full Reasonable Cost Per Year	<u>\$113,834.78</u>
Estimated Work Years	<u>3</u>
GRAND TOTAL	\$ 341,504.34 rounded to <u>\$ 341,600.00</u>

II. Deposited and Additional Funds.

As shown above in the Grand Total cost reimbursement estimate for processing the request with the initial is \$341,600.00 for all BLM offices and includes the FY2024 indirect cost rate at 20.58%.

As addressed in Attachment #1 Cost Reimbursement Provisions under D: When BLM determines there are insufficient funds remaining for the next period of planned work, it shall inform the Applicant of the work proposed to be done and request a further deposit. If/once the deposited (\$341,600.00) funds are expended, the BLM will send the Applicant a request for additional funds to be deposited based upon the estimated Grand Total in advance of the request processing work incurred. If funds are required in excess of the Grand Total requested for processing, BLM will prepare a CRA amendment with calculated additional cost reimbursement funds estimated.