

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**July 24, 2018**

**Modification 004 February 12, 2024**

**Project / Facility Name:** NV FLAP 400(1) Logandale Trails Access Road

**Project Route:** Logandale Trails Road

**State:** Nevada

**County:** Clark County

**Owner of Federal Lands to which the Project Provides Access:** Bureau of Land Management (BLM)

**Entity with Title or Maintenance Responsibility for Facility:** Clark County

**Type of Work:**

Preliminary Engineering: Environmental compliance, preliminary and final design, all necessary permits

Right of Way: Acquire all necessary right of way and easements needed for the project

Construction/Construction Contracting: Acquisition of construction contractor to perform work in accordance with the construction contract (plans, specifications, and estimate)

Construction Engineering: Administration of the construction contract

This Agreement does not obligate (commit to) the expenditure of Federal funds, nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** FHWA-Central Federal Lands Highway Division (CFLHD), Clark County Public Works (County), Bureau of Land Management – Southern Nevada District Office (BLM),

The Program Decision Committee approved this project on

July 21, 2018

Date

**AGREED:**

\_\_\_\_\_  
Jessica Colvin  
Chief Financial Officer  
Clark County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bruce L. Sillitoe  
Field Manager, Las Vegas Field Office  
Bureau of Land Management

\_\_\_\_\_  
Date

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Jonathan Brunjes  
Southern Region Manager, Nevada Division of State Parks

Date

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Judy Salomonson  
Chief of Business Operations  
FHWA-CFLHD

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Date

**A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition, and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Clark County agrees to provide a matching share equal 5.0% of the total cost of the project, as detailed more fully in Sections J and K below.

**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

**C. JURISDICTION AND MAINTENANCE COMMITMENT**

The County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

The County has coordinated project development with the BLM and State Parks. The BLM – Southern Nevada District Office and State Parks support of the project is documented in the Nevada Federal Lands Access Program Project Application for this project submitted by Clark County to FHWA-Central Federal Lands Highway Division. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the BLM and State Parks.

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**E. PROJECT BACKGROUND/SCOPE**

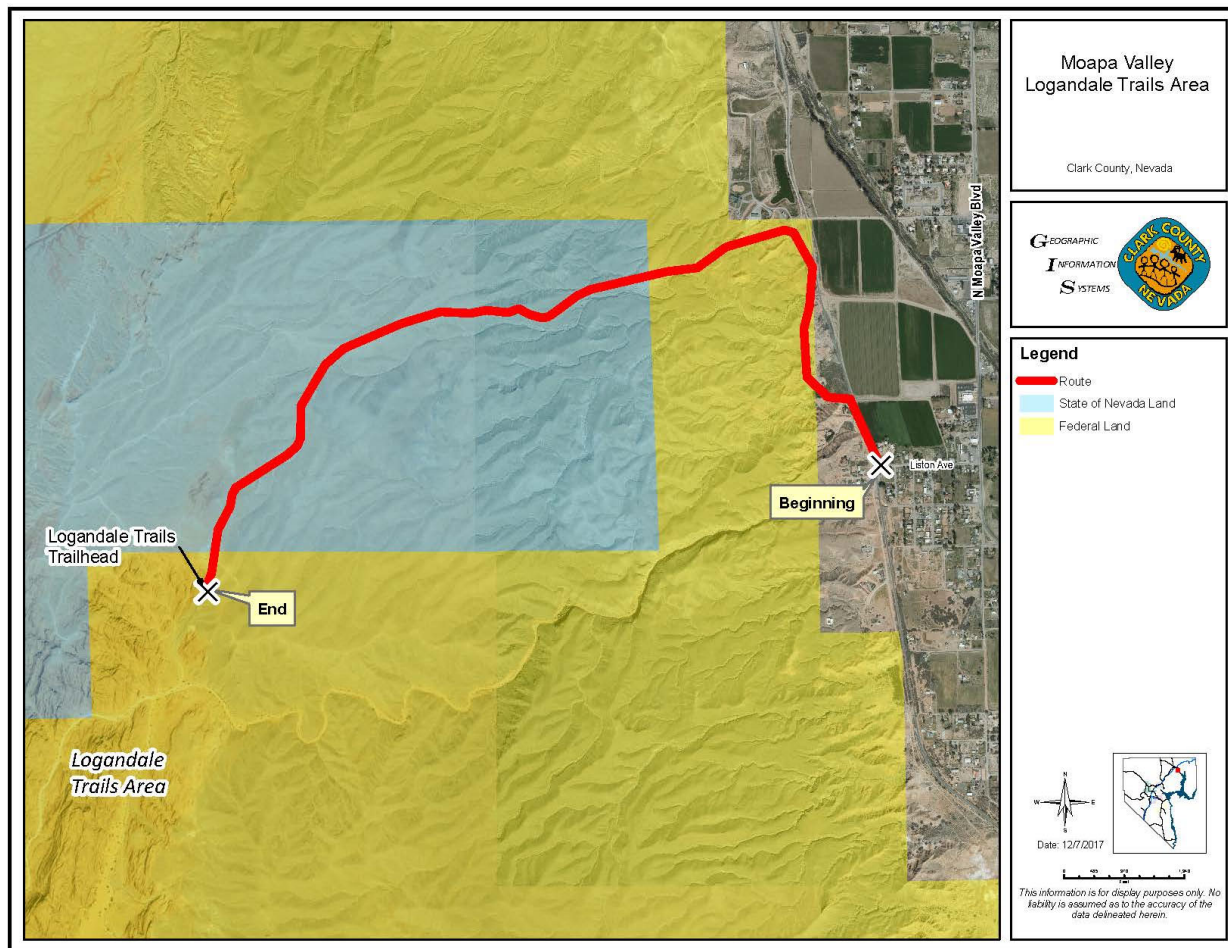
The purpose of the project is to improve roadway safety and reduce maintenance costs. The existing roadway is narrow and constructed of native material. This produces significant dust during windstorms and heavy visitor use. Drainage features along the roadway is minimal and requires frequent maintenance.

The project includes minor grading, widening, placing aggregate base, and paving ~~3.25~~**2.95** miles of road. There are ~~3~~ **four** drainages where low water crossings will be constructed. Culverts will be added at a few minor drainages. The road shoulder will be reinforced with barrier under the shoulder andrevet mattresses where the stream encroaches on the road. Guardrail is planned in one location. ~~There is one railroad crossing on the proposed route near the project start. A second railroad crossing is 400 feet to the south and accesses several homes. There are two alternative designs for these railroad crossings. The first alternative includes minor geometric improvements made at the primary railroad crossing to improve sight distance. An approach would also be built for the secondary crossing. The second alternative combines the two crossings into one. This will reduce the number of railroad crossings and could provide a better roadway alignment. These alternatives will be evaluated during design.~~ The entire ~~3.25~~**2.95**-mile road will be paved at 26 feet wide with 11-foot lanes and 2-foot shoulders. Safety improvements and grading are proposed to address sight distance issues. Signing and striping will be added per MUTCD requirements. At the Logandale Trails parking lot, 700 feet of roadway will be converted to one-way loop with two turnaround locations at either end of the one-way roads. This one-way loop will provide better traffic flow and reduce the footprint of the roadway through this narrow corridor.

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**Highway Design and Safety**

**Typical Section and Alignment:** The existing roadway varies in width from 24' to 30', with an average width of 25'. CFL recommends a paved width of 26', consisting of 11-foot lanes and 2-foot shoulders. Minor grading to improve sight distance will be done. Roadside ditches, and Low Water Crossings will be added to improve drainage.

**Other:**

**Railroad:** Near the beginning of the project, there are 2 railroad crossings within four hundred feet of each other. There are two alternative designs for these railroad crossings. The first alternative includes minor geometric improvements on the primary alignment to the improve sight distance near the crossing. An approach would also be built for the secondary crossing. The second alternative combines the two crossings into one. This will reduce the number of railroad crossings and could provide a better roadway alignment. These alternatives will be evaluated during design. The current cost estimate includes the second alternative to combine the two crossings into one.

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Logandale Trails Parking Area: The Logandale Trails Parking Area is located near the end of the project. The project will convert the road into a one-way loop, with two turnaround locations for facility access. No improvements will be made to the adjacent parking lot with this project.

**Safety and Design Exceptions:** The proposed safety improvements for the project include the addition of one section of guardrail near the Logandale Trail parking lot. Sight distance will also be improved by adding roadside ditches, adding paved shoulders, and cutting into a few small hillsides. Once crash data is obtained, crash data will be analyzed, and key locations will be identified for improvement. Signing and striping will also be added per the MUTCD.

Design Exceptions for this project include design speed, shoulder width, and clear zone. The design speed will be the posted speed of 25 mph. The 2011 AASHTO Green Book indicates a minimum design speed of 40 mph. The proposed shoulder width is 2 ft, and the 2011 AASHTO Green Book indicates a 5' minimum shoulder width. The shoulder width will be improved from existing conditions and the risk is minimal. The proposed clear zone will vary from 3' to 7'. The 2011 AASHTO Roadside Design Guide indicates a minimum clear zone of 7' – 10'. Where warranted, barrier will be added to mitigate the lack of clear zone.

**Pavement**

The proposed ~~3.25~~ 2.95 mile section is currently a gravel surface of native material. At this time, CFL recommends a typical section of ~~3"~~ 3-inches of asphalt on ~~6"~~ 8-inches of aggregate base based upon field conditions and estimated traffic. ~~The section will be verified during the pavement investigation and design based upon subgrade testing.~~

**Right of Way**

~~Primary ROW action will be the Railroad crossings. There are 2 railroad crossings, with the road paralleling the tracks. If the current road is inside the Railroad ROW without an easement then property acquisition from the Railroad Agency will likely be necessary.~~ Other private acquisitions may be needed where the private property is directly adjacent to the roadway. Exact ROW limits will be determined during project development.

The County will need easements and maintenance agreements on BLM and State Parks land. No existing agreements are in place.

**Utilities**

No utility impacts are anticipated.

**Survey**

The project will require ground survey and Right of Way boundary survey where private property borders the roadway. Topography of 10-ft beyond the Right of Way is recommended.

**Geotechnical**

No Geotechnical Engineering is anticipated for this project.

**Hydrology/Hydraulics**

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The existing drainage on Logandale Trails Road is primarily unimproved low water crossings. There are ~~three~~ **four** defined low water crossings along the route. The existing ditches show signs of erosion most likely attributed to the steep road grade and highly erodible material.

The proposed project will formalize the low water crossings using the typical design detail with concrete surfacing, K-rail cutoff walls, and riprap for stabilization. The western-most crossing (approx. 2 miles from the start of the job) is at the confluence of two washes. The first wash runs north along the south side of the roadway for 0.2 miles before reaching the downstream side of the low water crossing. The second wash runs east, crossing the roadway at the low water crossing. The roadway embankment adjacent to the first wash will need to be armored to mitigate erosion. The proposed treatment for the roadway embankment is a K-rail and buriedrevet mattress combination at the edge of the pavement. The K-rail serves as a cutoff wall at the edge of pavement and therevet mattress provides erosion protection of the embankment.

For the steep sections of the road, curb and gutter is proposed to mitigate erosion along the roadway. Stabilized rundowns from the curb and gutter will be necessary as well.

**Environment and Permits**

The project qualifies under a CE per FHWA regulations; the BLM may also have a NEPA action and can also issue a CE. Supporting technical studies include cultural resources, special-status species, and waters of the U.S. A unique study for this project is a more intensive desert tortoise survey. Anticipated environmental permits include Sections 401/402/404 of the Clean Water Act and a State working in waterways permit. Standard CFL construction practices should be adequate to address most potential impacts, and additional mitigation measures may be required for the desert tortoise. Coordination with the BLM and Nevada State Parks/Lands/State Historic Preservation Office will be required.

**Construction**

It is anticipated the work can be completed in one construction season, ~~which is typically March through November.~~ Single lane closures will be utilized throughout construction. The roadway cannot be fully closed during construction and no alternate routes are available. CFL may be able to close the roadway for 1-to-3-hour windows, with proper public notice. The contractor will need to allow passage of ATV Tour group shuttles, emergency vehicles, and private property owners. Construction is anticipated to last approximately ~~6~~ **12** months.

**F. PROJECT BUDGET**

<b>Item</b>	<b>Estimated Cost</b>	<b>Comments</b>
Scoping	\$43,000	<del>Actual Costs</del>
Preliminary Engineering (PE) and Environmental Compliance	\$477,000	
ROW Acquisition & Utility Relocation	\$120,000	Paid by Applicant (In-Kind Match)

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Construction Contract (CN)	\$4,500,000	Escalated to FY20
Construction Engineering (CE)	\$540,000	
Contingency	\$440,000	Approx. 10% of CN
<b>Total</b>	<b>\$6,120,000</b>	

<b>Item</b>	<b>Estimated Cost</b>	<b>Comments</b>
Scoping	\$43,000	Actual Costs
Preliminary Engineering (PE) and Environmental Compliance	\$907,000	
Construction Contract (CN)	\$10,500,000	Escalated to FY24
Construction Engineering (CE)	\$1,300,000	
Contingency	\$525,000	5% of CN
<b>Total</b>	<b>\$13,275,000</b>	

**G. ROLES AND RESPONSIBILITIES**

<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
FHWA-CFLHD	<ul style="list-style-type: none"> <li>• Develop and sign this Memorandum of Agreement</li> <li>• Manage project development schedule and preliminary engineering costs</li> <li>• Lead agency for all environmental compliance</li> <li>• Prepare and approve environmental documents and make project decisions based on the NEPA documents</li> <li>• <del>Prepare right of way plans, legal descriptions, and other documents required for Clark County Letter of consent/Highway Easement Deed (HED) and any private parcels to be acquired</del></li> </ul>	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>• Preliminary engineering towards the development of a PS&amp;E construction contract package</li> <li>• Obtain permits required for Federally constructed projects</li> <li>• Advertise and award the contract (Bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications)</li> <li>• Construction engineering/administration of the construction contract</li> <li>• Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Provide Project Engineer on site for construction administration</li> <li>• Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&amp;E</li> <li>• Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state, county, and city maintenance work</li> <li>• Verify adherence to environmental documents</li> <li>• Set up and lead final inspection upon completion of construction</li> </ul>	
Clark County	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement</li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data</li> <li>• Review and provide comments within two weeks of the environmental documents, plans, estimate, and specifications at each phase of design and provide project development support</li> <li>• Coordinate with FHWA-CFLHD on NEPA related issues</li> </ul>	



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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> <li>• Acquire any required state permits prior to advertisement of the project</li> <li>• Provide ROW and utility information and coordination</li> <li>• <b>Prepare right-of-way plans, legal descriptions, and other documents required for Clark County easements through Nevada State Parks, BLM lands, and any private parcels to be acquired</b></li> <li>• <b>Acquire all ROW and TCEs necessary for the project.</b></li> <li>• <del>Sign Letter of Consent/Highway Easement Deed prior to construction</del></li> <li>• Complete value findings or appraisals for Fair Market Values</li> <li>• Prepare offers to landowners</li> <li>• Conduct ROW negotiations as necessary to acquire adequate rights from private</li> <li>• Complete all ROW activities prior to advertisement of the project</li> <li>• Sign CFLHD Right of Way Certification certifying that all rights on private property, necessary to construct, operate, and maintain the road have been obtained.</li> <li>• Obtain all rights necessary to construct, operate, and maintain the facility</li> <li>• Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications</li> <li>• Coordinate utility relocations if necessary per scope described above</li> <li>• Sign CFLHD Utility Certification</li> <li>• Develop a public information plan in coordination with CFLHD, State Parks, and <del>the</del> <b>FLMA-BLM</b></li> </ul>	

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	<ul style="list-style-type: none"> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for FHWA’s construction staff during construction</li> <li>• Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&amp;E</li> <li>• Attend a final inspection and approve and provide final acceptance upon completion of construction</li> <li>• Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted</li> <li>• Provide long term maintenance and operation of the project upon completion</li> </ul>	
BLM	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement</li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to existing agreements or technical data</li> <li>• Review and provide comments within two weeks of the environmental documents, plans and specifications at each phase of design and provide project development support</li> <li>• In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> <li>• <del>Provide to CFLHD a Letter of Consent to transfer of an easement for the highway right of way of the route prior to advertisement of the project for construction.</del></li> <li>• Issue Title 5 easement to Clark County for project limits within BLM land for roadway construction and maintenance.</li> <li>• Provide overall direction regarding FLMA policy and administration for the project and concur with the final plans and specifications</li> </ul>	

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	<ul style="list-style-type: none"> <li>• Provide a fire plan for incorporation into the Special Contract Requirements. If no BLM fire plan exists, then provide input into the one developed for the project</li> <li>• Provide a seed mix for the final seeding mix into the Special Contract Requirements</li> <li>• Provide support to CFLHD (respond to question regarding environmental issues), as requested, for the development of environmental documents</li> <li>• Develop a public information program in coordination with CFLHD and the maintaining agency</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for the FHWA’s Construction staff</li> <li>• Continue to update and implement the public information program</li> <li>• Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&amp;E</li> <li>• Attend final inspection upon completion of construction</li> </ul>	
NV State Parks	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement</li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to existing agreements or technical data</li> <li>• Review and provide comments within two weeks of the environmental documents, plans and specifications at each phase of design and provide project development support</li> <li>• In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> </ul>	

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	<ul style="list-style-type: none"> <li>• <b>Provide ROW to Clark County for the Roadway and its maintenance within State Parks.</b></li> <li>• Provide overall direction regarding State Parks policy and administration for the project and concur with the final plans and specifications</li> <li>• Provide a fire plan for incorporation into the Special Contract Requirements. If no state fire plan exists, then provide input into the one developed for the project</li> <li>• Provide a seed mix for the final seeding mix into the Special Contract Requirements</li> <li>• Provide support to CFLHD (respond to question regarding environmental issues), as requested, for the development of environmental documents</li> <li>• Develop a public information program in coordination with CFLHD and the maintaining agency</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for the FHWA’s Construction staff</li> <li>• Continue to update and implement the public information program</li> <li>• Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&amp;E</li> <li>• Attend final inspection upon completion of construction</li> </ul>	

**H. ROLES AND RESPONSIBILITIES—SCHEDULE**

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
FHWA-CFLHD	Environmental Compliance	Summer 2020	Development and completion of NEPA Document

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Responsible Lead	Product/Service/Role	Schedule Finish	Comments
FHWA-CFLHD	Final Design	<del>Winter 2020/2021</del> Fall 2023	Development of PS&E
FHWA-CFLHD	Advertise, Award and NTP	<del>Winter 2020/2021</del> Summer 2024	
FHWA-CFLHD	Administer Construction Contract	<del>Fall 2021</del> Summer 2025	Construction Engineering

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	Manual on Uniform Traffic Control Devices, A Policy on Geometric Design of Highways and Streets, AASHTO Roadside Design Guide	
Functional Classification	Rural Local Road	
Surface Type	Paved	
Design Volume	1100 ADT	Average ADT projected to 2032

**J. FUNDING**

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$5,814,000	95.0%	
Clark County	\$306,000	5.0%	Reimbursable Agreement and Property Acquisition
<b>Total</b>	<b>\$6,120,000</b>		

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$12,611,250	95.0%	

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Clark County	\$663,750	5.0%	Reimbursable Agreement/Cash Match
<b>Total</b>	<b>\$13,275,000</b>		

**K. MATCHING SHARE REQUIREMENTS**

Clark County will provide 5.0% of the total Federal Lands Access Program eligible project costs required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed ~~\$306,000.00~~ **\$663,750** that is provided in the separate funding agreement, titled Federal Highway Administration Federal Lands Highway AGREEMENT 6982AF-18-K-500015, Modification **004**.

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section J.

**L. PROJECT TEAM MEMBERS—POINTS OF CONTACT**

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

<b>Name/Title</b>	<b>Organization</b>	<b>Phone Number/Email</b>
Timothy Piparo, Senior Civil Engineer	Clark County	(702) 455-6339 <a href="mailto:piparo@ClarkCountyNV.gov">piparo@ClarkCountyNV.gov</a>
Stephen Leslie, Assistant Field Manager	BLM - Southern Nevada District Office	(702) 515-5174 <a href="mailto:sleslie@blm.gov">sleslie@blm.gov</a>
Jim Hammons, Park Supervisor	Park Supervisor	(702) 397-2088 <a href="mailto:hammons@mvdsl.com">hammons@mvdsl.com</a>
<del>Doug Smith</del> <b>Emilio Burgos</b> , Project Manager	FHWA-CFLHD	(720) 963- <del>3435</del> - <b>3639</b> <a href="mailto:doug.w.smith@dot.gov">doug.w.smith@dot.gov</a> <a href="mailto:Emilio.burgos@dot.gov">Emilio.burgos@dot.gov</a>

**M. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

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It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

**N. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<b>FHWA</b>	<b>Clark County</b>	<b>BLM</b>	<b>NV State Parks</b>	<b>Time</b>
<del>Doug Smith</del> Emilio Burgos, Project Manager	Timothy Piparo Senior Civil Engineer	Steve Leslie Assistant Field Manager	Jim Hammons, Park Supervisor	30 days
<del>Rob Eldred-Wendy Longley,</del> Project Management Branch Chief	Denis Cederburg Director of Public Works	Bruce L. Sillitoe Field Manager	Jonathan Brunjes Southern Region Manager	60 days
Curtis Scott, Chief of Engineering	Jessica Colvin Chief Financial Officer	Bruce L. Sillitoe Field Manager	Bob Mergell Deputy Administrator	90 days

**O. TERMINATION**

This Agreement may be terminated by mutual written consent of all parties. This Agreement may also be terminated if either the NEPA process or funding availability requires a change, and the parties are not able to agree to the change. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended in full prior to termination, Clark County will provide 5.0% of the total Federal Lands Access Program eligible projects costs required for the project not to exceed \$663,750 that were incurred in excess of the Federal Access Funds.