

**AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN**

**CLARK COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF NEVADA,
ON BEHALF OF ITS DEPARTMENT OF AVIATION (CCDOA)**

AND

**THE LAS VEGAS FIELD OFFICE
BUREAU OF LAND MANAGEMENT, NEVADA
U.S. DEPARTMENT OF THE INTERIOR**

**REGARDING
THE SOUTHERN NEVADA SUPPLEMENTAL AIRPORT**

This Amended Memorandum of Understanding (hereinafter referred to as the “Amended MOU”) is made and entered into by and between Clark County, Nevada, on behalf of its Department of Aviation (hereinafter referred to as “CCDOA”), and the Las Vegas Field Office, Bureau of Land Management (hereinafter referred to as “BLM”), acting pursuant to all applicable Federal, State, or Local government laws, regulations or policies, including all amendments or supplements thereto.

- I. THE PARTIES.** The parties to this Amended MOU are the BLM and CCDOA (collectively, the “PARTIES”).
 - A. CCDOA.** CCDOA owns and operates a regional system of airports, which, collectively, accommodate the commercial service, general aviation, sport aviation, and air cargo demands within southern Nevada. In order to ensure that the regional system can accommodate the projected growth in commercial aviation service to the Las Vegas metropolitan area, CCDOA is planning to construct and operate the new Southern Nevada Supplemental Airport (hereinafter referred to as “SNSA”) in the Ivanpah Valley, between Jean and Primm, Nevada.
 - B. BLM.** The BLM was designated by the Department of Interior, acting under the authority of Section V of Public Law 106-362, to be a joint lead agency with the Federal Aviation Administration (“FAA”) for the environmental review of the SNSA required under the National Environmental Policy Act. In addition, through the Federal Lands Policy and Management Act, BLM has responsibility to consult with local governments to assure that BLM policies, plans, and programs are as consistent as practicable with the local governmental policies, plans, and programs. The BLM enters this MOU pursuant to its authority under Section 307(b) of the Federal Land Policy Management Act, 43 U.S.C. § 1737(b).

II. PURPOSE OF THE AMENDED MOU. The purpose of this Amended MOU is: (1) to enhance communication and consultation between CCDOA and BLM with respect to management of federal lands near the SNSA, hereinafter referred to as “Airport Related Lands,” (identified in **Exhibit 1**) in order to identify potential conflicts between land uses and construction and operation of the SNSA; (2) to ensure that CCDOA receives timely notification regarding (a) proposed land uses in the Airport-Related Lands and (b) proposed wind and solar energy projects in Clark County (collectively, “Projects Potentially Impacting SNSA”) before BLM takes any action on any applications for land use authorizations or rights-of-way, recreation permits, disposals or other proposed uses of the Airport-Related Lands or on such wind and solar energy projects in Clark County; (3) to ensure that CCDOA provides timely comments to BLM on any such proposed uses; and (4) to ensure compliance with the Southern Nevada Public Land Management Act of 1998 (Public Law 105-263), as amended; the Ivanpah Valley Airport Public Lands Transfer Act of 2000 (Public Law 106-362); Title V of the Clark County Conservation of Public Land and Natural Resources Act of 2002 (Public Law 107-282); and Section 3092(i) of the Carl Levin and Howard P. “Buck” McKeon National Defense Authorization Act for Fiscal Year 2015 (Public Law 113-291). The PARTIES will mutually benefit from the policies and procedures set forth in this Amended MOU.

This Amended MOU supersedes the original Memorandum of Understanding between the PARTIES dated March 1, 2011. This Amended MOU supplements, and does not supersede or nullify, the following agreements between Clark County, Nevada and BLM:

- A. The agreement dated March 18, 2003 between Clark County, Nevada and the BLM regarding operation of the Jean Airport and entitled: “AGREEMENT BETWEEN CLARK COUNTY, NEVADA AND THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT REGARDING THE JEAN AIRPORT.”
- B. The agreement executed on June 4, 2019 between the FAA, BLM and Clark County, Nevada regarding the framework in which the FAA and BLM will prepare an environmental impact statement for the SNSA, entitled: “MEMORANDUM OF UNDERSTANDING AMONG THE UNITED STATES FEDERAL AVIATION ADMINISTRATION, THE UNITED STATES DEPARTMENT OF THE INTERIOR – BUREAU OF LAND MANAGEMENT AND CLARK COUNTY, NEVADA.”

III. PARTIES’ OBLIGATIONS.

A. CCDOA Responsibilities

CCDOA agrees that it will:

1. Designate a representative to be the contact for BLM-related issues for Projects Potentially Impacting SNSA (hereinafter referred to as the "CCDOA Contact"). The CCDOA Contact will serve as a liaison between the BLM and CCDOA and will have the authority to represent CCDOA in all communications with BLM regarding potential conflicts between use of BLM lands and the construction and/or operation of the SNSA. The CCDOA Contact shall be:

John Wagner, Ph.D.
Airport Program Administrator - SNSA
Harry Reid International Airport
P.O. Box 11005
Las Vegas, NV 89111
(702) 261-5732
johnw@lasairport.com

CCDOA Contact shall provide copies of any correspondence or communications under or related to this MOU to:

Merv Boyd
Boyd Consulting
4612 Plano Dr.
Las Vegas NV 89130
boydconsults@yahoo.com
702-281-0837

2. Provide BLM with a map (attached hereto as **Exhibit 1**) and supporting GIS data depicting the 6,000-acre SNSA site (as defined in Public Law 106-362) and the following Airport-Related Lands:
 - The 17,000-acre Airport Overlay District, as described in Public Law 107-282;
 - The Transportation and Utility Corridor, as described in Public Law 107-282 and established by BLM;
 - The sites for proposed flood control facilities (the "Modified Retention Facilities,") and the area of Roach Lake lying outside the SNSA site and the 17,000-acre Airport Overlay District where flood waters may accumulate in a 100-year storm event (the "Roach Lake drainage easement," both as described in right-of-way application N-87969) and Section 3092(i), Carl Levin and Howard P. "Buck" McKeon National Defense Authorization Act for Fiscal Year 2015 (P.L. 113-291);
 - The sites for the currently-proposed elevated electric conveyor systems (the "conveyor belts," as described in right-of-way application N-88081);

- The site for the proposed drainage channel (the “drainage channel,” as described in right-of-way application N-88518);
- The airspace protection surfaces, as defined by FAA regulations codified at 14 C.F.R. Part 77 and FAA Standards for Terminal Instrument Procedures (collectively, the “FAA TERPS and Part 77 Surfaces”); and
- Potential Radar and Navigational Aid locations.

The areas listed in **the Exhibit 1** legend and identified as such in the map depict CCDOA’s current understanding of the Airport-Related Lands that CCDOA and the FAA deem necessary for the SNSA. CCDOA shall inform BLM promptly of any additions or deletions to the Airport-Related Lands and supply an updated **Exhibit 1** when appropriate.

3. Provide comments to BLM as to how a use proposed by a land use applicant (the person or entity who submits the applications included in the BLM monthly report) affects the integrity of, or the ability to construct or operate, current and/or future airport related facilities within thirty (30) days of receipt of the BLM monthly application report for land use authorizations, rights-of-way, recreation permits, disposal or any other uses in Nevada, including any action proposed by any federal, state or local agency, within the areas listed in the **Exhibit 1** legend.
4. Provide comments to BLM as to how a use proposed by a land use applicant affects the integrity of, or the ability to construct or operate, current and/or future airport related facilities within thirty (30) days of receipt of notification of applications for solar or wind energy projects within Clark County. CCDOA will coordinate with the Clark County Department of Environment and Sustainability to provide BLM a consolidated response.
5. Provide BLM with relevant public documents regarding the construction and forecasted operation of the SNSA as they may affect BLM land or Airport-Related Lands in order to assist BLM in any management decisions that may affect the SNSA or Airport-Related Lands.
6. Upon receipt of notice from BLM pursuant to paragraphs III.B.3 and III.B.4 of this Amended MOU regarding applications for Projects Potentially Impacting SNSA, CCDOA will inform the applicants, as appropriate, of the applicants’ responsibilities under Title 14 Code of Federal Regulations (14 CFR) Part 77, Objects Affecting Navigable Airspace to notify the FAA of any proposed land use that may constitute

an “obstruction” or “hazard” to the navigable airspace. CCDOA shall provide copies of any such notifications to BLM.

7. Request a meeting among BLM staff, CCDOA staff and the land use applicant (the person or entity who submits the applications included in the BLM monthly report), as appropriate, in the event that CCDOA has serious concerns about potential conflicts between an application for a project potentially impacting SNSA and the construction and operation of the SNSA.

B. BLM Responsibilities

BLM agrees that it will:

1. Designate a representative to be the contact for the Las Vegas Field Office for Projects Potentially Impacting SNSA (hereinafter referred to as the “BLM Contact”). The BLM Contact will serve as a liaison between the BLM and CCDOA and will have the authority to represent BLM in all communications with CCDOA regarding potential conflicts between use of BLM lands and the construction and/or operation of the SNSA. The BLM Contact shall be:

Eric Benavides
Las Vegas Field Office
Bureau of Land Management
4701 N. Torrey Pines Dr.
Las Vegas, NV 89130
ebenavides@blm.gov
702-515-5144

2. Alert the BLM staff member identified as the project lead in the Las Vegas Field Office of the comments provided by CCDOA and/or potential conflicts between the SNSA and any proposed uses in the areas listed in the **Exhibit 1** legend and ensure that the map provided at **Exhibit 1** of this Amended MOU is made available to all relevant BLM staff in the Las Vegas Field Office who review land use applications.
3. Notice for All Proposed Land Uses (Except Solar and Wind Energy Projects). Provide notice to CCDOA of applications for land use authorizations or rights-of-way, recreation permits, disposals, or any other proposed uses, including any action proposed by any federal, state or local agency, within any of the areas listed in the **Exhibit 1** legend (as described in Section III.A.2.(a) as follows:
 - a) BLM shall provide CCDOA a single monthly report showing all new and pending accepted applications received within any of

the areas listed in the **Exhibit 1** legend. Once BLM initiates processing of those applications, or if there is a comment deadline, public meeting, or other event or deadline, BLM shall provide CCDOA notice. The notice will include any available information, such as but not limited to, serial numbers, GIS layers, a project description, project or activity dates, BLM point of contact (once assigned) and the applicant contact information for each application. If any additional information is needed CCDOA would request the information.

4. Notice for Proposed Solar and Wind Energy Projects. Provide electronic notice (i.e. email) to CCDOA for a proposed solar or wind energy project within Clark County upon receipt of a complete application to program standards, or persons expressing interest in solar or wind energy project development in Clark County that have filed a complete application to program standards.
 - a) BLM Las Vegas Field Office will direct applicants to contact the CCDOA. CCDOA will coordinate and provide comments and concerns from Clark County to both the applicant and the BLM. Within thirty (30) days after receipt complete application to program standards of any proposal to construct a solar or wind energy project within Clark County.
5. Upon request from the CCDOA Contact pursuant to Section III.A.1 of this Amended MOU, convene a meeting to attempt to resolve potential conflicts between an application for a Project Potentially Impacting SNSA and the construction and operation of the SNSA.

IV. GENERAL PROVISIONS.

- A. Effective Date.** This Amended MOU shall become effective as soon as signed by the PARTIES hereto and shall continue in force unless formally terminated or until expiration as described in Section IV.C below.
- B. Modification.** This Amended MOU represents the entire agreement and may be modified by the PARTIES only by written agreement by both PARTIES. However, the PARTIES may unilaterally modify their respective designated contacts through written notice.
- C. Unilateral Termination.** Either party may terminate this Amended MOU upon thirty (30) days written notice to the other party of their intention to do so. If this Amended MOU is not terminated, it shall extend for a period of ten (10) years from the date of execution, after which the Amended MOU will expire unless it is reauthorized by both PARTIES.

- D. Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU must not be construed so as to create such status. The rights, duties and obligations contained in this MOU will operate only between the Parties to this MOU and will benefit only the Parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.
- E. Entire Agreement.** This previous Memorandum of Understanding between the PARTIES, dated March 1, 2011, is superseded and withdrawn effective on the date of execution of this Amended MOU.
- F. Sovereign Immunity.** CCDOA and BLM do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Severability.** If any portion of this MOU is determined to be illegal or unenforceable, the remainder of the MOU will continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.
- H. Non-Fund Obligating and Non-Binding Document.** Nothing in this agreement may be construed to obligate the Department or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the Department or the United States to spend funds on any particular project or purpose, even if funds are available.

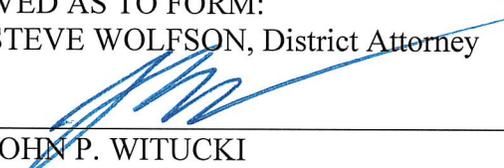
IN WITNESS THEREOF, the PARTIES have caused this document to be executed between the Director of Aviation, Department of Aviation, County of Clark, Nevada; and the District Manager of the Southern Nevada District Office, Bureau of Land Management, Nevada, on this ____ day of _____, 2020.

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CLARK COUNTY DEPARTMENT OF AVIATION:

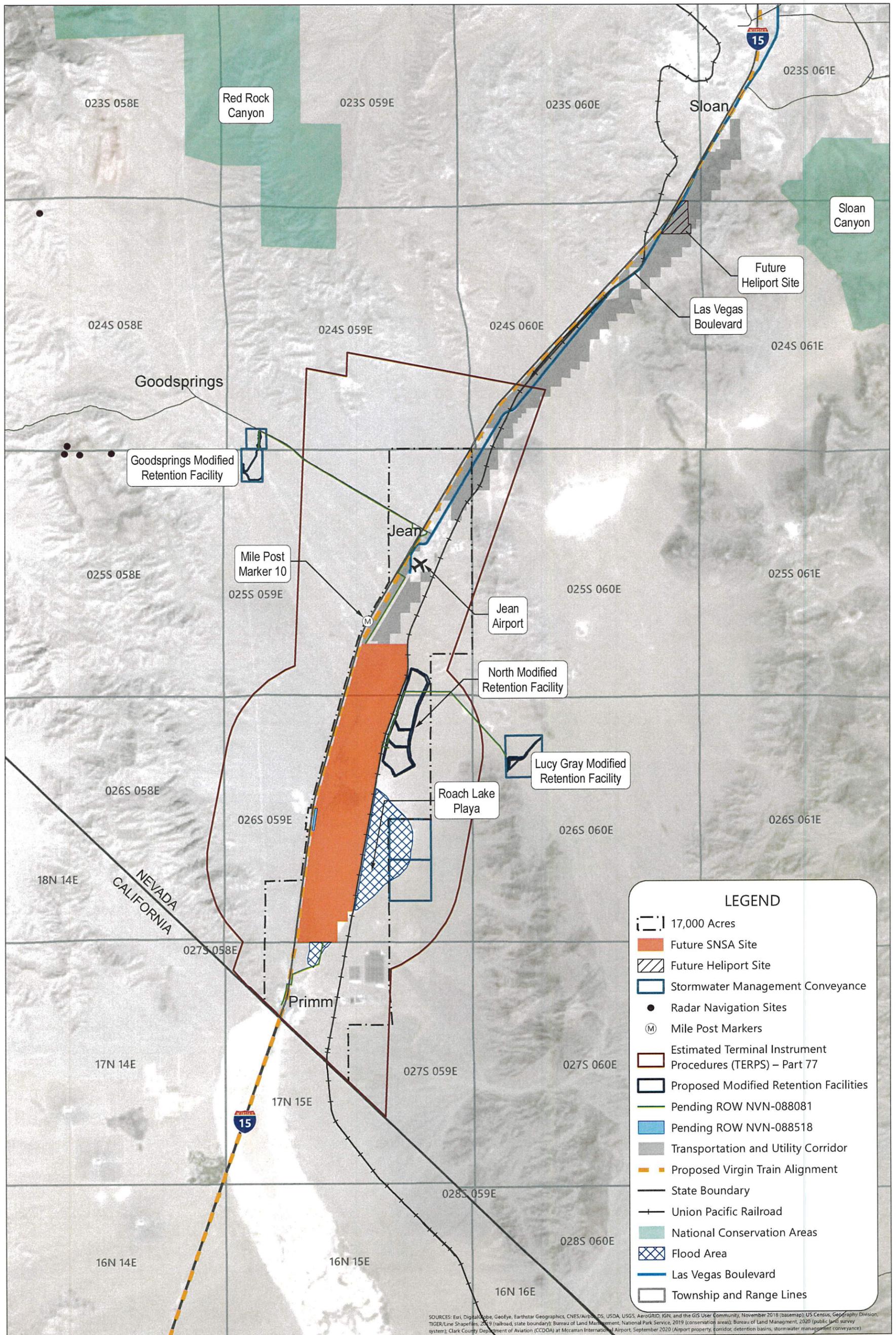
By: _____
ROSEMARY A. VASSILIADIS
Director of Aviation

APPROVED AS TO FORM:
STEVE WOLFSON, District Attorney

By: _____

JOHN P. WITUCKI
Senior Attorney

BLM:

By: _____
ANGELITA S. BULLETTTS
District Manager
Southern Nevada District
Bureau of Land Management



LEGEND

- 17,000 Acres
- Future SNSA Site
- Future Heliport Site
- Stormwater Management Conveyance
- Radar Navigation Sites
- Mile Post Markers
- Estimated Terminal Instrument Procedures (TERPS) – Part 77
- Proposed Modified Retention Facilities
- Pending ROW NVN-088081
- Pending ROW NVN-088518
- Transportation and Utility Corridor
- Proposed Virgin Train Alignment
- State Boundary
- Union Pacific Railroad
- National Conservation Areas
- Flood Area
- Las Vegas Boulevard
- Township and Range Lines

SOURCES: Eri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus, PS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, November 2018 (basemap); US Census, Geography Division, TIGER/Line Shapefiles, 2019 (railroad, state boundary); Bureau of Land Management, National Park Service, 2019 (conservation areas); Bureau of Land Management, 2020 (public lands survey system); Clark County Department of Aviation (CCDA) at McCarran International Airport, September 2020 (Airport property, corridor, detention basins, stormwater management conveyance)

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DATE: _____

DATE: _____

ROSEMARY A. VASSILIADIS,
DIRECTOR OF AVIATION,
CLARK COUNTY DEPARTMENT OF AVIATION

ANGELITA S. BULLETTIS,
DISTRICT MANAGER,
SOUTHERN NEVADA DISTRICT, BUREAU OF LAND MANAGEMENT