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 Memorandum of Understanding (hereinafter referred to as the “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 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 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.

II. PURPOSE OF THE MOU. The purpose of this 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,” 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 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, disposals or other proposed uses of the Airport-Related Lands or on wind 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); and Title V of the Clark County Conservation of Public Land and Natural Resources Act of 2002 (Public Law 107-282). The PARTIES will mutually benefit from the policies and procedures set forth in this MOU.

This MOU supplements, and does not supersede or nullify, the following agreements between Clark County, Nevada and BLM:


C. The agreement executed in May 2005 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 will:

1. Designate a staff member from within CCDOA to be the contact for BLM-related issues for Projects Potentially Impacting SNSA (hereinafter referred to as the “CCDOA Staff Contact”). The CCDOA Staff 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 Staff Contact shall be:

Mark Silverstein  
Principal Planner  
McCarran International Airport  
P.O. Box 11005  
Las Vegas, NV 89111  
(702) 261-5709  
marksi@mccarran.com

2. Provide BLM with a map (attached hereto as Exhibit 1) 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,” as described in right-of-way application N-87969);
- The sites for the 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 area of Roach Lake lying outside the SNSA site where flood waters may accumulate in a 100 year storm event (the “Roach Lake drainage easement,” as described in right-of-way application N-87969); and
- The airspace protection surfaces, as defined by Federal Aviation Administration (“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.

Exhibit 1 depicts CCDOA’s current understanding of the Airport-Related Lands that CCDOA and the Federal Aviation Administration (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 within thirty days of receipt of notification of any applications for land use authorizations, rights-of-way, disposal or other uses in Nevada within the areas listed in the Exhibit 1 legend.

4. Provide comments to BLM within thirty days of receipt of notification of applications for wind energy projects within Clark County.

5. If requested, 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 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 Federal Aviation Administration 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 (as appropriate) in the event that CCDOA has serious concern about potential conflicts between an application for a Project Potentially Impacting SNSA and the construction and operation of the SNSA.

B. BLM will:

1. Designate a staff member from within the Las Vegas Field Office to be the contact for issues for the SNSA and Projects Potentially Impacting SNSA (hereinafter referred to as the “BLM Staff Contact”). The BLM Staff Contact will:
   a) Serve as a liaison between the BLM and CCDOA;
b) Have the authority to represent BLM in all communications with CCDOA regarding potential conflicts between applications for Projects Potentially Impacting SNSA and the construction and/or operation of the SNSA; and

c) Be responsible for ensuring BLM compliance with the terms of this MOU.

The Las Vegas Field Office Field Manager designates the following BLM Staff Contact:

Philip Rhinehart  
Realty Specialist  
Las Vegas Field Office  
Bureau of Land Management  
4701 N. Torrey Pines Dr.  
Las Vegas, NV 89130  
702-515-5182  
phrhineh@blm.gov

2. Alert all relevant BLM staff in the Las Vegas Field Office of the potential conflicts between the SNSA and any proposed uses in Nevada of the areas listed in the Exhibit 1 legend and ensure that the map provided at Exhibit 1 of this MOU is made available to all relevant BLM staff in the Las Vegas Field Office who review land use applications.

Provide notice to CCDOA and to persons filing applications for land use authorizations or rights-of-way, disposals, or other proposed uses in Nevada within any of the areas listed in the Exhibit 1 legend (as described in Section III.A.2.(a) as follows:

a) Within 60 days after execution of this MOU:
   (1) Provide Exhibit 1 to any persons who have previously filed applications for use of the areas identified on Exhibit 1 and;
   (2) Provide the serial number of each such application to the CCDOA Staff Contact.

b) Within 30 days after acceptance of any future applications in Nevada for use of the areas identified on Exhibit 1:
   (1) Provide the serial number of the application to the CCDOA Staff Contact;
   (2) Provide the applicant with the contact information for the CCDOA Staff Contact.
4. Notice for Proposed Wind Energy Projects. Provide notice to CCDOA and to persons filing any application for a proposed wind energy project within Clark County as follows:

a) Within 60 days after execution of this MOU:
   (1) Provide a copy of Exhibit 1 hereto and the contact information for the CCDOA Staff Contact to any persons who have previously filed an application for a proposed wind energy project within Clark County;
   (2) Provide the serial number of each such application to the CCDOA Staff Contact.

b) Within 30 days after acceptance of any proposal to construct a wind energy project within Clark County:
   (1) Provide the applicant with Exhibit 1 hereto and the contact information for the CCDOA Staff Contact.
   (2) Provide the serial number of the application to the CCDOA Staff Contact;

5. Upon request from the CCDOA Staff Contact pursuant to Section III.A.6 of this 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 MOU shall become effective as soon as signed by the PARTIES hereto and shall continue in force unless formally terminated by either party after thirty (30) days written notice to the other party or until termination as described in Section IV.C below.

B. Modification. This 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. Termination. This MOU shall extend for a period of ten (10) years from the date of execution, after which the MOU will expire unless it is reauthorized by both PARTIES.

D. No Rights for Non-Parties. No rights or privileges are created or intended to be created by this MOU in anyone not a signatory of this MOU.

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 Field Manager of the Las Vegas Field Office, Bureau of Land Management, Nevada, on this ___ day of ___, 2011.

CLARK COUNTY DEPARTMENT OF AVIATION:

By:  
RANDALL H. WALKER
Director of Aviation

APPROVED AS TO FORM:

DAVID ROGER
District Attorney

By:  
E. LEE THOMSON
Chief Deputy District Attorney

BLM:

By:  
MARY JO RUGWELL
District Manager
Southern Nevada District Office
Bureau of Land Management