NEVADA TEST AND TRAINING RANGE (NTTR) Land Withdrawal Application Packages/ Case File and Legislative EIS

LAND USE STUDY OF THE NEVADA TEST AND TRAINING RANGE



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Prepared by

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Acronyms AAA	Anti-Aircraft Artillery	
AFB	Air Force Base	
AFI	Air Force Instruction	
AGL	Above Ground Level	
ARTCC	Air Route Traffic Control Center	
B.P.	Before Present	
BA	Biological Assessment	
BLM	Bureau of Land Management	
CEQ	Council on Environmental Quality	
CFR	Code of Federal Regulations	
DD	Determination Documents	
DNWR	Desert National Wildlife Refuge	
DOD	Department of Defense	
DOE	Department of Energy	
DOI	Department of Interior	
EA	Environmental Assessment	
EC	Electronic Combat	
ECE	Electronic Combat East	
ECS	Electronic Combat South	
ECW	Electronic Combat West	
EIAP	Environmental Impact Analysis Process	
EIS	Environmental Impact Statement	
EM	Environmental Management	
EO	Executive Order	
ERP	Environmental Restoration Program	

FAA	Federal Aviation Administration			
FAC	Forward Air Controller			
FEIS	Final Environmental Impact Statement			
FLPMA	Federal Land Policy and Management Act of 1976			
HMA	Herd Management Area			
IA	Interagency Agreement			
IAP	Initial Accumulation Point			
ICRMP	Integrated Cultural Resources Management Plan			
IMP	Interim Management Policy			
INRMP	Integrated Natural Resources Management Plan			
IRP	Installation Restoration Program			
IRSSS	Improved Remote Strafe Scoring System			
ISAFAF	Indian Springs Air Force Auxiliary Field			
LATN	Low Altitude Tactical Navigation			
LEIS	Legislative Environmental Impact Statement			
LES-M	Laser Evaluation System-Mobile			
LOA	Letters of Agreement			
LUS	Land Use Study			
МСО	Major Combat Operations			
MLWA	Military Lands Withdrawal Act			
MOA	Memorandum of Agreement			
MOU	Memorandum of Understanding			
NAFR	Nellis Air Force Range			
NDAA 2000	National Defense Authorization Act for Fiscal Year 2000			
NDEP	Nevada Division of Environmental Protection			
NDOT	Nevada Department of Transportation			

NDOW	Nevada Department of Wildlife
NDWR	Nevada Division of Water Resources
NEPA	National Environmental Policy Act of 1969
NFA	No Further Action
NNSA	National Nuclear Security Administration
NNSS	Nevada National Security Site
NPS	The National Park Service
NRC	Nellis Range Complex
NTTR	Nevada Test and Training Range
NV	Nevada
NWHR	Nevada Wild Horse Range
OG	Operations Group
OHV	Off-Highway Vehicles
OT&E	Operational Testing and Evaluation
РВО	Programmatic Biological Opinion
P.L.	Public Law
PLO	Public Land Order
POL	Petroleum, Oils, and Lubricants
RAS	Rangeland Administration System
RCO	Range Control Officer
RMP	Resource Management Plan
SHPO	State Historic Preservation Office(r)
SI	Site Investigations
SUA	Special Use Airspace
TECR	Tonopah Electronic Combat Range
TIADS	Tactical Integrated Air Defense Systems

TOSS	Television Ordnance Scoring Systems		
TPECR	Tolicha Peak Electronic Combat Range		
TTR	Tonopah Test Range		
USAF	U.S. Air Force		
USEPA	U.S. Environmental Protection Agency		
USFS	U.S. Forest Service		
USFWS	U.S. Fish and Wildlife Service		
WSA	Wilderness Study Areas		

1.0 INTRODUCTION

This Land Use Study (LUS) is a component of the Bureau of Land Management's (BLM) Case File for land withdrawal as required by 43 Code of Federal Regulations (CFR) 2310.3-2(b)(l). The study is required by the Air Force to meet the public land withdrawal renewal requirements of the *Federal Land Policy Management Act* (FLPMA) and *National Defense Authorization Act for Fiscal Year 2000* (NDAA 2000), Public Law (P.L.) 106-65 October 5, 1999. Title XXX of NDAA 2000 outlines military withdrawals and is called the *Military Lands Withdrawal Act* (MLWA) of 1999. The proposed withdrawal extension and expansion of public land for the Nevada Test and Training Range (NTTR) will include 2,919,890 acres within the state of Nevada (Figure 1-1). This application will include approximately two million acres of BLM land and another 900,000 acres of U.S. Fish and Wildlife Service (USFWS) land.

In addition, the U.S. Air Force (USAF) is considering a series of alternative expansion areas to the NTTR land withdrawal (Figure 1-2). Alternative 3A would add approximately 18,000 acres to the southwest portion of the North Range, north of the town of Beatty, Nevada. Alternative 3B would add approximately 57,000 acres along the southwest edge of the South Range; this includes 1,125 acres that were not included in PL 106-65, despite being analyzed. Alternative 3C would add approximately 227,000 acres along the eastern edge of the South Range, and would withdraw this land from the Desert National Wildlife Refuge (DNWR).

1.1 BACKGROUND

President Franklin D. Roosevelt withdrew lands for use as a bombing and gunnery range by Executive Order (EO) 8578 on October 29, 1940. On January 12, 1942, the president, through EO 9019, amended the original acreage of the gunnery range to approximately 3,101,140 acres. Due to advances in geodesy and surveying techniques, the area of the NTTR is currently recognized as 2,919,890 acres.

The land withdrawal for the existing NTTR was renewed on November 6, 1986, with the enactment of P.L. 99-606, the *Military Lands Withdrawal Act* of 1986. Withdrawals and reservations established by the MLWA of 1986 terminated 15 years after the date of enactment (November 6, 2001). The land withdrawn for the NTTR was renewed again in 1999, with the MLWA of 1999, as part of the *National Defense Authorization Act for Fiscal Year 2000*, also known as P.L. 106-65. The land withdrawals established through this law were set to terminate 20 years after November 6, 2001.

In order to continue or renew any portion of the withdrawal, a Draft Environmental Impact Statement (EIS), as required by FLPMA, that addresses the effects of the continued withdrawal must be published no later than three years prior to the expiration of the act (November 6, 2021). When completed, this EIS will constitute a Legislative EIS (LEIS) and will support the legislative proposal. In addition, the Secretary of the Air Force must provide a notice of continued need for the land past the termination date, and must file an application for an extension of the withdrawal in accordance with the regulations and procedures of the Department of Interior (DOI).

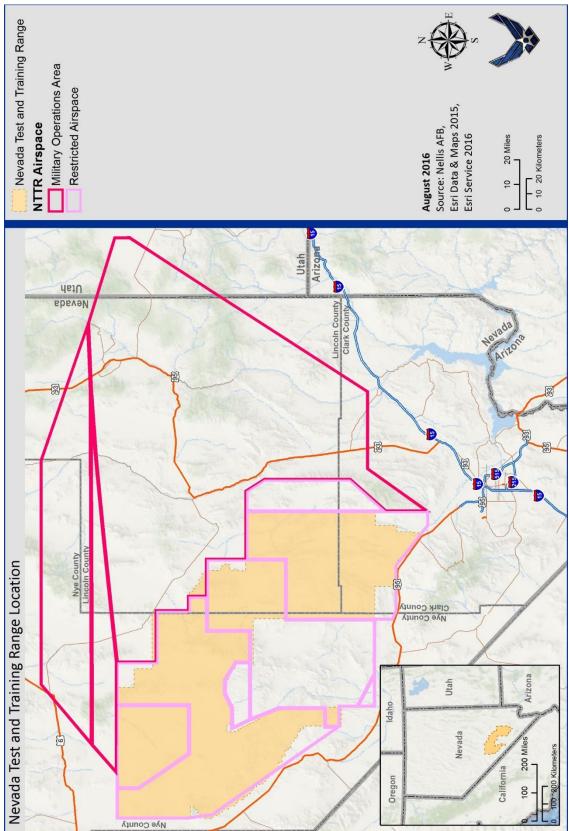


Figure 1-1: Nevada Test and Training Range

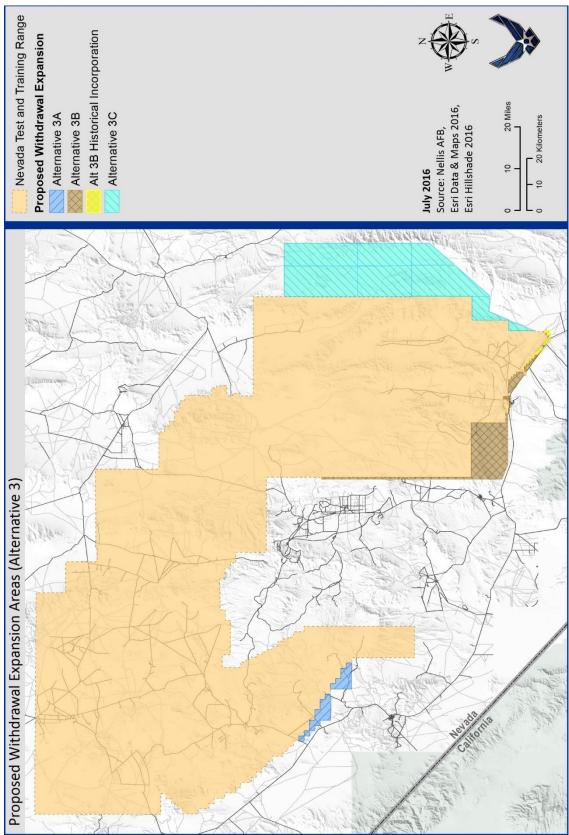


Figure 1-2: Proposed Withdrawal Expansion Areas for Alternative 3

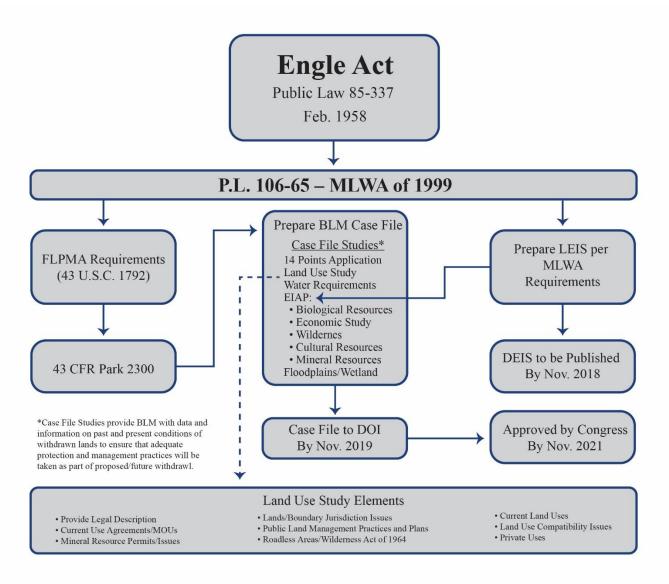
As the proponent for the withdrawal of the NTTR, the USAF will be the lead agency for the preparation of the LEIS under the provisions of the *National Environmental Policy Act* of 1969 (NEPA) and the Council on Environmental Quality (CEQ) regulations implementing NEPA. As the administrator of the public lands that compose the range, and because of its role in processing withdrawal applications, the BLM is a cooperating agency on the LEIS. The USFWS, Department of Energy (DOE), and Nevada Department of Wildlife (NDOW) are also serving as cooperating agencies in the preparation of the LEIS.¹

Figure 1-3 provides an illustration of the applicable laws, regulations and acts that frame the requirements of the land withdrawal process. As the diagram illustrates, the BLM prepares a case file that includes the 14-point application information (42 CFR, Part 2310.1-2 (c)), the LUS, Water Requirement Study, Environmental Impact Analysis Process (EIAP) Studies, and the Floodplain/Wetland Study. This case file for the NTTR is compiled by the BLM and will include the LEIS. The LEIS will comprehensively address the proposed action for the NTTR and all reasonable alternatives.

The LUS is one component of the land withdrawal extension and proposed expansion process. The LUS is required to meet the requirements of the *Engle Act*, which states that any application for a withdrawal shall specify whether "the proposed use will affect continuing full operation of the public land laws and federal regulations relating to conservation, utilization, and development of mineral resources, timber and other material resources, fish and wildlife resources, water resources, and scenic, wilderness, and recreation and other values \dots "² In addition, 43 CFR 2310.3-2(b)(1) requires a report that identifies current land users and describes how the users will be affected by the proposal. The report must also include an analysis of the compatibility of existing and proposed use of the lands and resources that would be affected by the proposed action.

¹ "Nevada Test and Training Range (NTTR) Military Land Withdrawal Legislative Environmental Impact Statement Project Website," *NTTR Military Land Withdrawal Legislative EIS*, accessed September 2, 2016, www.nttrleis.com. ² Engle Act, 43 U.S.C. 155-158, 1958.

Figure 1-3: Land Withdrawal Process



1.2 ASSUMPTIONS

Assumptions that guided the preparation of the LUS include the following:

- The USAF will continue as the primary land user of the NTTR.
- Land uses and activities on the range will continue as presently defined by the USAF.
- Information and findings of other pertinent reports and studies, as described in Section 4.1, will be used in the preparation of this report and will be presumed to be accurate and relevant.
- Cooperative agencies (DOE, USFWS, BLM, and NDOW) have provided additional insight and information that has been incorporated into this study.
- The LUS only evaluates and defines the areas within, and immediately adjacent to, the NTTR extension and proposed expansion areas.

1.3 PURPOSE

The purpose of the LUS is to meet the case file requirements of the applicable laws and regulations for extension of land withdrawal of the NTTR. Information in the LUS will be used to assist in the preparation of the NTTR withdrawal extension and expansion LEIS.

1.4 REPORT GOALS, OBJECTIVES, AND USE

The goals and objectives of this study are to

- provide a general description of current land uses at the NTTR and show the authorization for each land use as per the MLWA of 1999;
- provide a legal description of NTTR and show changes in withdrawn lands since the 1999 withdrawal;
- describe the memoranda of understanding (MOUs) and rights-of-way, because they determine land uses and agency or government jurisdiction;
- describe the land users and their primary jurisdictions within the NTTR;
- describe areas that qualify for special land status, such as possible wilderness designation areas, cultural resource/protection areas, biological habitat areas, etc.;
- describe land rights and/or uses that have been eliminated or bought out, or that need to be acquired by the USAF;
- provide this document as a resource for integration into the land use portion of the LEIS;
- describe land management practices within the NTTR; and
- map land uses as an overlay to the NTTR.

2.0 LAND WITHDRAWAL FRAMEWORK

2.1 HISTORICAL LEGAL FRAMEWORK

The current military use of the NTTR was established by Congressional authority pursuant to the MLWA of 1999 (P.L. 106-65). Congressional action is required pursuant to the *Engle Act* of 1958. "This act requires Congressional approval of all withdrawal, reservation or restriction of over 5,000 acres for any Department of Defense (DOD) project or facility."³ The NTTR withdrawal extension application includes approximately 2,919,890 acres of public land for military use.

The setting aside of lands for military use is referred to as being "withdrawn" from public use. "*Withdrawal* means withholding an area of Federal Land from settlement, sale, location or entry under some or all of the general land laws, for the purpose of limiting activities under those laws in order to maintain other public values in the area or reserving the area for a particular public purpose or program; or transferring an area of Federal land, other than property governed by the *Federal Property and Administrative Services Act* (40 U.S.C. 472), from one department, bureau or agency to another department, bureau or agency." The *Federal Land Policy and Management Act* of 1976 (FLPMA) provides the procedural structure for land withdrawals (43 U.S.C. 1714).⁴ For additional discussion of FLPMA, refer to Section 2.1.2.

Figure 1-3 in Section 1.0 provides an illustration of the legal framework for the land withdrawal process. The following subsections provide additional information on the requirements of the various acts and policies that affect the military land withdrawal.

2.1.1 *Engle Act* Requirements

The *Engle Act* of 1958 (Appendix E) established the requirement for Congressional approval for all withdrawal of land by the DOD in excess of 5,000 acres. Application for withdrawal, reservation, or restriction is required to specify the following:

- the name of the requesting agency and intended using agency
- the location of areas involved
- gross land and water acreage
- purpose of withdrawal
- use period
- contamination disclosure
- effects upon full operation of the public land laws and federal regulations
- use of water resources

³ Ibid.

⁴ United States Code, n.d., U.S.C. 43, Section 1714.

The LUS will assist the USAF and the DOI to meet the requirements of the *Engle Act* by establishing the location of the area and the gross land acreage. Other special studies and the LEIS address contamination, water resources, the effects of the withdrawal, and other information requirements.

2.1.2 *Federal Land Policy and Management Act* (43 CFR, Part 2300) Requirements

The FLPMA requires that a case file be prepared to accompany the land withdrawal application. The LUS is a component of the case file for the NTTR withdrawal renewal application. The FLPMA also gives the Secretary of the Interior general authority to make, modify, extend, or revoke withdrawals, but only in accordance with the provisions and limitations of Section 204 of the act. One limitation of the FLPMA is that the Secretary of the Interior does not have the authority to "make, modify or revoke any withdrawal created by an Act of Congress."⁵ However, pursuant to P.L. 106-65, the Secretary of the Interior is required to manage the lands during the withdrawal pursuant to FLPMA. This does not apply to areas under the National Wildlife Refuge System, i.e., the DNWR. Lands within the DNWR shall be managed pursuant to the *National Wildlife Refuge System Administration Act* of 1966.

The application is required to include the 14-point application information as contained in 43 CFR, Part 2310. 1-2 (c). A synopsis of the 14 points is listed below.

- 1. The name and address of the applicant.
- 2. A statement of the delegation or delegations of authority of the official acting on behalf of the department or agency submitting the application.
- 3. Consent of the head of the department or agency submitting the application.
- 4. The type of withdrawal action that is being requested.
- 5. A description of the lands involved in the application, including a legal description of the entire area.
- 6. Information concerning overlapping withdrawal, as applicable.
- 7. The public purpose or statutory program for which the lands would be withdrawn.
- 8. The extent of the withdrawal upon use of the land.
- 9. The type of temporary land use that may be permitted or allowed.
- 10. An analysis and explanation of why neither a right-of-way nor a cooperative agreement would not meet the needs of the withdrawal.
- 11. The duration of the withdrawal.
- 12. A statement as to whether any suitable alternative sites are available for the proposed use.
- 13. A statement as to whether water will or will not be needed to fulfill the purpose of the requested withdrawal action.
- 14. The place where records relating to the application can be examined by interested persons.

⁵ Ibid.

In addition, 43 CFR, Part 2310 3-2(b) requires case file information, studies, reports, and analyses be provided in association with the application. Information that is required in these studies, reports, and analyses includes the following:

- present land users and effect of proposed uses
- identification of temporary land uses that may be permitted or allowed during segregation periods
- economic analysis of continuation, alteration, or termination of existing uses
- water use issues
- Environmental Assessment (EA), EIS, or any other documents that are needed to meet the requirements of NEPA
- roadless areas or roadless islands that have wilderness characteristics
- use and management of public lands as relating to cultural, mineral, and biological resources
- floodplain and wetlands information
- a statement as to the extent to, and manner in, which the public participated in the process
- a statement of the consultation that has been or will be conducted with other federal, state, and local departments; agencies or governments; and private organizations

The LUS will assist the USAF and the DOI in meeting the requirements of the FLPMA by providing a legal description of withdrawn lands, identification of present land uses, identification of areas that meet the wilderness characteristics, a review of water use issues, and a summary of jurisdiction and use agreements between agencies. Analysis of the proposed action at the NTTR upon current land uses will be done as part of the NTTR withdrawal extension and expansion LEIS.

2.1.3 P.L. 106-65 Requirements

The MLWA of 1999, Sec. 3016, requires that no later than three years prior to the expiration of this act (expiration date is November 2021), the Secretary of the Air Force shall advise Congress and the Secretary of the Interior as to the need for continued military withdrawal. If the Secretary of the Air Force concludes that there will be a continuing military need, the Secretary shall file an application for extension and any proposed modification of the withdrawal and reservation of such needed lands in accordance with the regulations and procedures of the DOI. These regulations and procedures of application require a LUS to meet previously referenced requirements, regulations, and laws. In addition, the MLWA requires that the withdrawn lands be managed in accordance with applicable laws and regulations, such as the *Federal Land Policy and Management Act* of 1976. This land management includes the DNWR, which must be managed pursuant to the *National Wildlife Refuge System Administration Act* of 1966, and the DNWR MOU between the DOI/USFWS and the USAF.⁶ The MOU between the USAF and the

⁶ U.S. Department of the Air Force and Department of the Interior, "Memorandum of Understanding Between the U.S. Air Force, Air Combat Command and the Department of the Interior, U.S. Fish and Wildlife Service," *Air Combat Command and the Department of the Interior*, December 22, 1997.

DOI has been extended by section 3011 (b)(3)(E)(ii) of the MLWA of 1999 "for a period that coincides with the duration of the withdrawal of the lands constituting Nellis Air Force Range."⁷

The LUS documents the agreements and management practices that are in place on the NTTR. In addition, the LUS provides a copy of the MOUs between all agencies and departments using the NTTR. The inclusion of this information serves to meet the requirements of the FLPMA for Land Use Studies.

2.2 OTHER LAND USE REQUIREMENTS

Other land use requirements were determined from a review of planning documents, including the MLWA of 1999. These requirements include the following:

- identify current users with respect to current use and land compatibility
- all current use categories must be identified, such as mineral rights/mines, grazing rights, USFWS activities, hunting, military activities/uses, and DOE uses of the NTTR
- identify previous rights that existed prior to the land withdrawal, similar to those above
- do not include the Nevada National Security Site (NNSS) or other DOE lands in the USAF withdrawal process
- provide a summary of the MOUs between agencies⁸

2.3 LAND USE JURISDICTION

The BLM, Nevada State Office, under the DOI, is the administrator of all BLM-administered federal land in Nevada, including those of the NTTR.⁹ Furthermore, the BLM is responsible for processing the withdrawal case file, which includes both an extension application and an expansion application. The MLWA of 1999 withdrew public lands and turned primary jurisdiction of those lands over to the DOD, with secondary jurisdiction remaining with the Secretary of the Interior for wildlife conservation purposes. In the case of the NTTR, the withdrawn lands are currently under the jurisdiction of the USAF.¹⁰ Exceptions include the lands jointly used by the USAF and the DNWR, and specified DOE/NTTR joint-use areas as per agreements and MOUs.

The DNWR was established by President Franklin D. Roosevelt in 1936 by EO 7373, amended in 1966 by Public Land Order (PLO) 4079, and amended again by PLO 7070 in 1994. The DNWR was further amended by PLOs 107-282 and 108-424 in 2002 and 2004, respectively.¹¹ The refuge currently includes 1,614,554 acres, with 845,787 acres concurrently withdrawn by the

⁷ United States Senate, *Military Lands Withdrawal Act of 1999, P.L. 106-65,* 1999.

⁸ Ibid.

⁹ Ibid.

¹⁰ Ibid.

¹¹ U.S. Fish and Wildlife Service, *Desert National Wildlife Refuge Complex Final Comprehensive Conservation Plan and Environmental Impact Statement, Volume I*, August 2009, https://www.fws.gov/uploadedFiles/CCP%20Vol%201.pdf.

USAF.¹² Of this withdrawn area, the MLWA of 1999 (P.L. 106-65) transferred primary jurisdiction of 112,000 acres of bombing impact areas from the USFWS to the USAF, though the USFWS retains secondary jurisdiction over these lands.¹³ The use of this area for military purposes began when the Secretary of Interior and the Secretary of Defense identified portions of the area as suitable for military training. A presidential proclamation created the military training area on the DNWR near Indian Springs and in the Tonopah area.¹⁴ Military training activities have continued off-and-on to the present. The DNWR/NTTR joint-use area is currently being administered under a joint-use MOU dated 22 December 1997, as extended by section 3011 (b)(3)(E)(ii) of the MLWA of 1999.¹⁵

In addition to the joint-use area of the NTTR and the DNWR, there are other areas of joint use established by MOUs and Letters of Agreement (LOAs). The primary agency using the NTTR other than the USAF is the DOE. Jurisdiction, management, and use of these areas are spelled out in various MOUs and LOAs. Details on these agreements and MOUs are found in Section 3.5 and Section 4.0. Additional detail on the use of the DOE areas is contained in the Final NNSS-EIS.¹⁶

In summary, the NTTR is under the jurisdiction of the Secretary of Air Force, with resource management responsibility remaining with the Secretary of the Interior pursuant to the MLWA of 1999. Other agency use of the NTTR withdrawal area is established by MOUs, rights-of-way, and LOAs. In the DNWR joint-use area, the USFWS has specific land-management and use jurisdiction of the DNWR, as defined in the MLWA of 1999, and the MOU between the USAF and the USFWS. Specifically, the Secretary of the Interior has administrative jurisdiction over the DNWR joint-use area, except for the impact areas, on which the USAF retains primary jurisdiction. These requirements cannot be changed or removed by the USAF without specific Congressional authority.¹⁷

2.4 CURRENT LEGAL DESCRIPTION AND BOUNDARIES – RANGE

The current legal description of the NTTR is based upon the legal description provided in P.L. 106-65 (1999 MLWA, enacted October 5, 1999) and includes approximately 2,919,890 acres. Prior to 1999, the description was based on a combination of the legal description for the Nellis

¹² U.S. Fish and Wildlife Service, *Statistical Data Tables for Lands Under Control of the Fish and Wildlife Service (as of 9/30/2014),* September 30, 2014,

https://www.fws.gov/refuges/land/PDF/2014_Annual_Report_of_LandsDataTables.pdf.

¹³ United States Senate, *Military Lands Withdrawal Act of 1999*.

¹⁴ Office of the President, *Executive Order 9019, Revoking in Part and Modifying Executive Order 8578 of October 29, 1940, and Reserving Public Land for Use of the War Department as an Aerial Machine-Gun Range,* 1940.

¹⁵ U.S. Department of the Air Force and Department of the Interior, "Memorandum of Understanding Between the U.S. Air Force, Air Combat Command and the Department of the Interior, U.S. Fish and Wildlife Service."

¹⁶ U.S. Department of Energy, *Final Site-Wide Environmental Impact Statement for the Continued Operation of the Department of Energy/National Nuclear Security Administration Nevada National Security Site and Off-Site Locations in the State of Nevada (DOE/EIS-0426)*, February 2013, http://energy.gov/nepa/downloads/eis-0426-final-environmental-impact-statement.

¹⁷ United States Senate, *Military Lands Withdrawal Act of 1999*; U.S. Department of the Air Force and Department of the Interior, "Memorandum of Understanding Between the U.S. Air Force, Air Combat Command and the Department of the Interior, U.S. Fish and Wildlife Service."

Air Force Range (NAFR) (P.L. 99-606, enacted November 6, 1986), the Groom Mountain Addition (P.L. 100-338, enacted June 17, 1988), and the Safety and Security Buffer/Whiteside Withdrawal (PLO 7131, enacted April 7, 1995). The MLWA of 1999 revoked PLO 1662 and withdrew the northwestern corner of the NNSS for exclusive DOE use, reducing the size of the NTTR to its current boundary.

The legal description in Appendix C uses three types of coordinate systems. The first is the Township and Range system. This is the system used by the BLM in the Federal Register to define the NTTR withdrawn lands. The second is a Latitude and Longitude coordinate system. The third is the Universal Transverse Mercator coordinates of Eastings and Northings. The legal description of the NNSS boundaries uses these last two coordinate systems.

The legal descriptions that make up the current NNSS and other DOE use areas are also included in Appendix C for reference, because they are a part of the legal description for the NTTR. In addition, legal descriptions of other land use areas such as the Wild Horse Management Area and the DNWR joint-use area are included in Appendix C. These legal descriptions are based upon information provided in MOUs and other agreements concerning range management and use. Additional detailed descriptions can be found in the respective PLOs, MOUs, or as defined in the respective Federal Registers.

3.0 AIR FORCE LAND USE ACTIVITIES

3.1 NEVADA TEST AND TRAINING MISSION

The NTTR provides the warfighter with a flexible, realistic, and multidimensional battlespace to conduct testing tactics development, and advanced training in support of U.S. national interests. The NTTR also provides instrumentation and target maintenance support for Green Flag-West at the National Training Center and Leach Lake Tactics Range.

As a Major Range Test Facility Base activity, the NTTR supports the DOD advanced composite force training, tactics development, and electronic combat testing, as well as DOD and DOE testing, research, and development. The NTTR hosts numerous Red Flag and USAF Weapons School exercises each year, as well as various test and tactics development missions.

The NTTR coordinates operational and support matters with major commands, other Services, and the DOE and DOI, as well as other federal, state, and local government agencies. The NTTR acts as the single point of contact for range customers.¹⁸

All land use activities of NTTR support military training and testing requirements. Training and testing are the foundations upon which the USAF builds, maintains, and ultimately achieves the readiness of combat personnel and equipment. Weapons training and testing ranges are central to these efforts. The USAF plans, designs, constructs, operates, maintains, and improves ranges to provide the best possible battlespace environment for current and future training and testing. The battlespace environment at the NTTR provides for development of basic weapons delivery equipment, skills, and employment techniques or tactics, as well as the opportunity for aircrews and weapons systems to be employed in the realistic numbers and manner that they would in combat. The USAF must also ensure public safety and resource management practices that provide environmental protection and remediation of the land as well as conservation of cultural and natural resources. All NTTR land uses and activities are focused on accomplishing these mission objectives and requirements.

3.2 NEVADA TEST AND TRAINING RANGE LAND USE REQUIREMENTS

Military land uses required in association with training activities at the NTTR include ordnance impact and detonation; target placement; earthworks target development; ground defensive threat placement and operation; ground tactics training; drop zones; landing zones; and support infrastructure for personnel, logistics, construction, maintenance, communications, capabilities measurement, and debriefing systems. Some of these land uses, such as infrastructure, do not require special use airspace (SUA). However, some specific land uses, such as ordnance delivery, require restricted airspace to support these activities. Restricted airspace is required over all ordnance impact and detonation activity to keep nonparticipating aircraft out of harm's

¹⁸ U.S. Air Force, "Nevada Test and Training Range," *Nellis Air Force Base*, accessed August 2, 2016, http://www.nellis.af.mil/Units/NTTR.aspx.

way. Over all air-to-surface ranges, SUA (restricted area or warning area) of sufficient size is required. Four restricted airspaces support current mission required land uses at NTTR. They are R-4806, R-4807, R-4808, and R-4809 (Figure 3-1). The NTTR is a group of lands and airspaces that is subdivided within these restricted areas.

3.3 RANGE REQUIREMENTS

Range requirements are an integration of the land and airspace designed to meet specific mission requirements. The NTTR is subdivided into several numbered and named ranges for scheduling purposes, and to separate incompatible air and ground uses (Figure 3-2). Nearly all NTTR land uses are restricted by security and weapons safety constraints. Specific range uses define specific land use requirements, as discussed in Section 3.3.2.

A great range of training, testing, and management activities of numerous federal agencies including the DOD, DOE, and DOI occur in the NTTR. The military Services conduct air-to-ground and air-to-air combat training of all types, including for Major Combat Operations, Irregular Warfare, Electronic Combat (EC) threat training, 5th generation fighter, Rescue Wings, small arms, RPAs, and USAF Weapons School. The military Services also conduct test and evaluation of new systems and tactics, including testing conducted by other test locations such as Edwards Air Force Base (AFB), and support the USAF Thunderbirds demonstration team practice. In addition, the National Nuclear Security Administration (NNSA) and other DOE activities occur in both the exclusive and shared areas.

The range is equipped with numerous systems to aid in these training activities, including Television Ordnance Scoring Systems (TOSS) for air-to-ground ordnance delivery, Nellis Air Combat Training System pods for tracking aircraft in flight, Improved Remote Strafe Scoring System, and Laser Evaluation System-Mobile (LES-M) on the Dynamic Targeting System vehicles.¹⁹ The classification of the ranges at the NTTR and additional range capability information is provided in Table 3.1.

NTTR subdivisions are generally divided into three categories by primary land use as follows: 60-Series ranges, for test and training; 70-Series ranges, for primarily training; and EC ranges, primarily for training without weapons delivery (manned). Range use authorizations are defined by Air Force Instruction (AFI) 13-212, *Range Planning and Operations*.²⁰ Flight and weapons safety considerations for each subrange are incorporated. Control of range use, both on the ground and in the air, is needed for security, military training and testing operations, and military personnel and public safety.

 ¹⁹ U.S. Air Force, Air Force Instruction 13-212 Volume I, Nellis Air Force Base Adm A, August 1, 2012.
 ²⁰ Ibid.

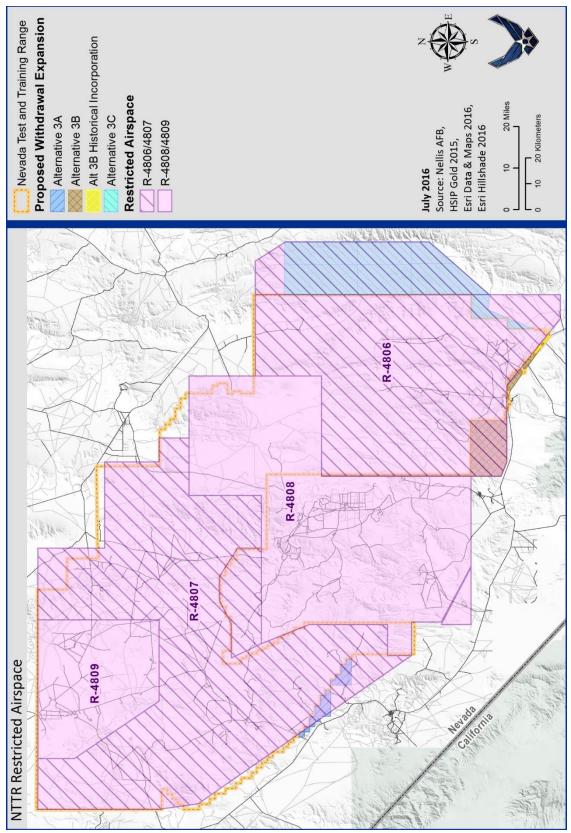


Figure 3-1: Restricted Airspace around the Nevada Test and Training Range

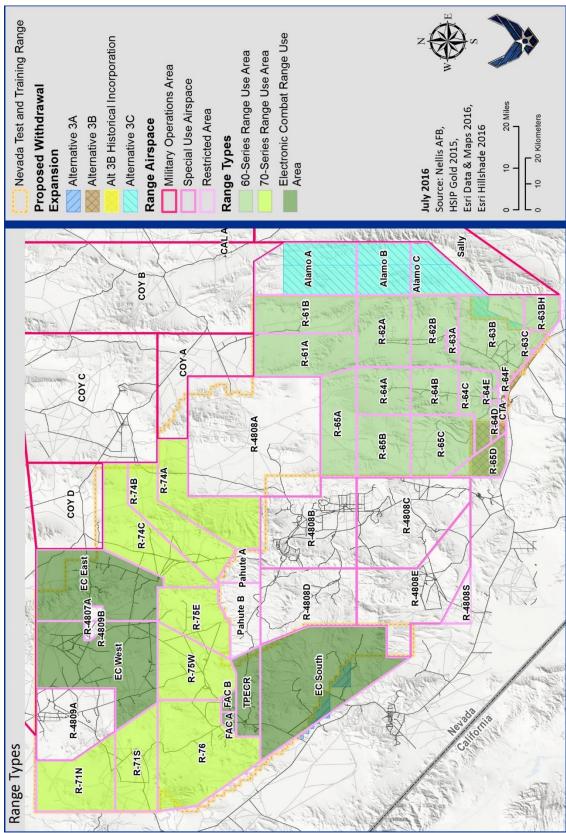


Figure 3-2: Range Types of the Nevada Test and Training Range

3.3.1 Range Use Authorizations

Range use authorizations are defined for each of the 60-Series, 70-Series, and EC ranges of the NTTR. Targets are developed and maintained on each range for use in training and testing activities. The majority of land use activities on these ranges involve target development, maintenance, and ordnance ground impact.

Significant natural and cultural resources exist on NTTR lands. Various natural and cultural resource management plans are used to manage these resources in accordance with local, state, and federal laws, and AFIs. In addition, restrictions to military operations are in place to limit negative impacts, and include the following examples:

- Deliver ordnance only on established targets.
- Do not deliver ordnance on natural or geological features such as caves, cliffs, or rock outcrops.

3.3.2 Range Use Description

Range use descriptions are categorized by primary mission requirements for each subrange. Targets are designed for a variety of aircraft missions and ordnance. Targets are commonly constructed of earthwork, surplus vehicles, wood, or concrete.²¹

The following section provides a description of the use for each subrange within the NTTR. The USAF formally classifies each of these ranges as follows:

- **Class A** Range is manned, has a ground-based scoring capability, and has a range control officer (RCO) on the ground that controls aircraft using the range.
- Class B Range is either manned or unmanned, has a ground-based scoring capability, but does not have a RCO on the ground controlling aircraft. The flight lead, individual pilot, Forward Air Controller (FAC), or other briefed person performs the RCO function.
- **Class C** Range is unmanned and has no scoring or aircraft control from the ground. The flight lead, individual pilot, FAC, or other briefed person performs the RCO function.
- **Class D** An instrumented air-to-air range, manned by a range training officer who maintains radio contact with aircraft on the range during air combat training, as required.

Range	Class	TOSS Scoring	Threats	Other Information
61	С			
62	В	Yes		
63	A, B or C	Yes	Yes	Primary operational testing and evaluation (OT&E) range for the NTTR

Table 3.1: Range Classification and Capabilities

²¹ Ibid.

Range	Class	TOSS Scoring	Threats	Other Information
64	A, B or C			No ordnance on 64A
65	С	Yes		
71	B or C	Yes		
74	С			
75	B or C	Yes		
76	B or c	Yes		
Tolicha Peak Electronic Combat Range (TPECR)			Yes	Threat simulator range – no bombable targets
Tonopah Electronic Combat Range (TECR)			Yes	Threat simulator range – no bombable targets
EC East (ECE)			Yes	Threat simulator range – no bombable targets
EC South (ECS)			Yes	Threat simulator range – no bombable targets
EC West (ECW)			Yes	Threat simulator range – no bombable targets Joint-use area with DOE
Pahute				LOA with DOE – overflight only

Source: U.S. Air Force, *Air Force Instruction 13-212 Volume I, Nellis Air Force Base Adm A*, August 1, 2012. Note: Ranges 63B and 64C can be Class A.

3.3.2.1 <u>60-Series Ranges</u>

Most of the 60-Series ranges lie within the DNWR. The following restrictions apply to use of these areas:

- Aircraft must remain above 2,000 feet above ground level (AGL) unless mission accomplishment specifically requires lower altitude.
- Aircraft must conduct air-to-air gunnery operations above 10,000 feet mean sea level in the designated air-to-air range.
- Aircraft must confine air-to-ground ordnance delivery, including strafe, to the designated target areas.
- Other than normal maintenance of existing facilities and targets, the relocation or rehabilitation of any road, trail, or target on the DNWR lands requires approval of the USFWS refuge manager. Establishment of new roads is not within the refuge manager's authority.

Each of the 60-Series ranges is used for a variety of military uses. These uses and a general description of the range are listed below:

- Range 61 is an unmanned tactical range with one target and is used primarily by helicopters.
- Range 62 is an unmanned tactical range with live ordnance allowed on specific targets.

- Range 63 is an instrumented, manned bombing and gunnery range. Live and inert ordnance is authorized. Used for OT&E of new weapons systems, and on occasion, for training.
- Range 63A is a Security Forces training area, and is used primarily for small arms training.
- Range 64 is an unmanned tactical range on which explosive ordnance is used on specific targets.
- Range 65 is a manned, instrumented range on which inert/training ordnance only is used on specific targets. ²²

3.3.2.2 <u>70-Series Ranges</u>

Each of the 70-Series ranges is used for a variety of military uses. These uses and a general description of the range are listed below:

- Range 71 is an unmanned bombing range on which live and inert ordnance are authorized.
- Range 74 is used for bombing and gunnery, primarily for close air support, with both live and inert ordnance.
- Range 75 is used for bombing and gunnery practice with live, inert, and training ordnance.
- Range 76 is a bombing and gunnery range on which live, inert, and training ordnance are used.

3.3.2.3 EC Ranges

The EC ranges consist of TPECR, the three EC ranges of the Tonopah Test Range (TTR), the TECR, the ECE and ECW ranges, the ECS range, and Pahute Mesa. These ranges are used for electronic combat training. Neither inert/training nor explosive ordnance are used as part of the training requirements in the EC ranges.

The physical elements in these ranges include threat emitters, threat simulators, radar facilities, and TOSS systems. Threat equipment and systems are managed contracts. See Figure 3-3 for threat locations. The TECR and TPECR are manned threat simulator ranges, and have simulated electronic threats that include search and guidance radars, surface-to-air sites, and numerous anti-aircraft artillery (AAA) fire control radars to simulate a realistic array of signals. The threats are configured to realistically simulate enemy air defense arrays. The presence of acquisition radars adds to the realism of the environment, and provides data for command and control of the integrated air defense system. The TECR is split into two EC ranges: ECE and ECW.

The ECE range is a manned electronic warfare range, previously used as a radar bombing range. No ordnance except flares and chaff are authorized.

The ECW range is a joint-use range with the DOE. The range is a manned electronic threat simulator range. No ordnance delivery is authorized on this range.

The ECS range contains a limited number of electronic threat simulators that represent both missiles and AAA, and provides a separate area for tactics threats. The ECS range is not tied into

²² Ibid.

the integrated air defense system of the TECR and TPECR. No ordnance delivery is authorized on this range.

The Pahute Mesa Ranges Alpha and Bravo are manned ranges created through a LOA with the DOE. Pahute Mesa is a monitored, restricted-access land area that has been designated for nondefense-related research, development, and testing activities by the DOE. The DOE uses the ground space as an annex to the Nevada National Security Site (NNSS), and the USAF retains overflight privileges.

3.3.3 Ground Defensive Threats and Locations

One of the standard features of the USAF training range environment is threat equipment. Threat equipment simulates enemy air defenses (including surface-to-air missile systems, anti-aircraft artillery, and communications interference/collection) and affords the capabilities to practice and evaluate aircrew and aircraft countermeasures in a realistic environment. The threat equipment and associated recording systems are utilized to record threat mission data and provide real-time threat data to the Red Flag or USAF Weapons School threat assessment teams. Threat equipment and systems are managed contracts. See Figure 3-3 for threat locations.

Creech AFB is located near the town of Indian Springs, Nevada, approximately 45 miles northwest of Las Vegas, along U.S. Route 95. USAF facilities are found on both the north and south sides of the highway, with the majority of assets located to the north (e.g., runways; hangars; and maintenance, administrative, and operational facilities). The 432nd Wing operates remotely piloted aircraft in support of the commander's need and operates worldwide. Another one of Creech AFB's primary missions is to provide an emergency divert airfield for military aircraft training in the NTTR, and to support the flying operations at Nellis AFB, other Air Force units, Navy, Marine Corps, and allied air forces. Creech AFB is also the primary training site for the United States Air Force Thunderbirds, which fly F-16s from Nellis AFB.²³ The 99th Security Forces Group, Ground Combat Training Squadron, is also based at Creech AFB.

Located about 160 miles northwest of Las Vegas, the TTR is an expansive area of flat terrain that is ideal for rockets and low-altitude, high-speed aircraft operations. The range spans more than 335,000 acres, and has a cantonment area utilized by the USAF that encompasses approximately 1,530 acres. The DOE utilizes approximately 624 acres in the cantonment area. The TTR is located between two mountain ranges, and its remote location and restricted airspace provide an environment in which testing can be conducted with a high degree of safety and security.

The TTR is one of the premier testing ranges for national security missions. Sandia National Laboratories conducts operations at the TTR in support of the DOE/NNSA's weapons programs. Activities conducted at the site include stockpile reliability testing; arming, fusing, and firing systems testing; and the testing of nuclear weapon delivery systems. The TTR also provides a unique testing environment for use by other federal agencies.

One of the primary facilities at the TTR is a large airfield, composed of a 12,000-foot runway and numerous hangars. The TTR also offers a wide array of signal-tracking equipment, including

²³ U.S. Air Force, "Creech Air Force Base," Creech Air Force Base, accessed November 3, 2016, http://www.creech.af.mil/AboutUs/FactSheets/Display/tabid/7069/Article/669891/creech-air-force-base.aspx.

video, high-speed cameras, and radar-tracking devices to characterize ballistics, aerodynamics, and parachute performance for shells, bomb drops, missiles, and rockets.

In recent years, specific test activities at the TTR have included the following:

- trajectory studies
- air drops
- gun firings
- ground-launched rockets
- air-launched rockets
- explosives testing
- static rocket tests
- ground penetrator tests

3.4 ENVIRONMENTAL COMPLIANCE ACTIVITIES

NEPA and CEQ regulations require federal agencies to analyze potential environmental impacts of major federal actions, and to use those analyses in making decisions or recommendations on whether and how to proceed with those actions. AFI 32-7061, *The Environmental Impact Analysis Process*, contains policies, responsibilities, and procedures for the USAF EIAP. AFI 32-7061 is the guiding document on the EIAP. The AFI lists certain items that normally will require an EA or an EIS, as well as those items considered Categorical Exclusions.

The MLWA of 1999 requires the USAF to prepare a draft LEIS by November 2018. The LEIS is the detailed environmental statement required by law that will support the legislative proposal. This action involves publication of notices of intent, preparation of a LEIS, public review and hearings on the LEIS, providing responses to comments on the LEIS, and drafting and release of the final LEIS. In support of the LEIS, several studies are required to aid in the decision-making process. For the NTTR, these studies include a Biological and Cultural Resource Studies, Economic Study, Contamination Study (IRP), Water Resources Study, and Mineral Resource Study.

As part of the LUS, a Wilderness consideration evaluation is also being done (see Section 4.3). An Economic Study is planned before the completion of the EIS process. These studies, and others required for the BLM case file, will be incorporated into the EIS process. The completed studies are reviewed below.

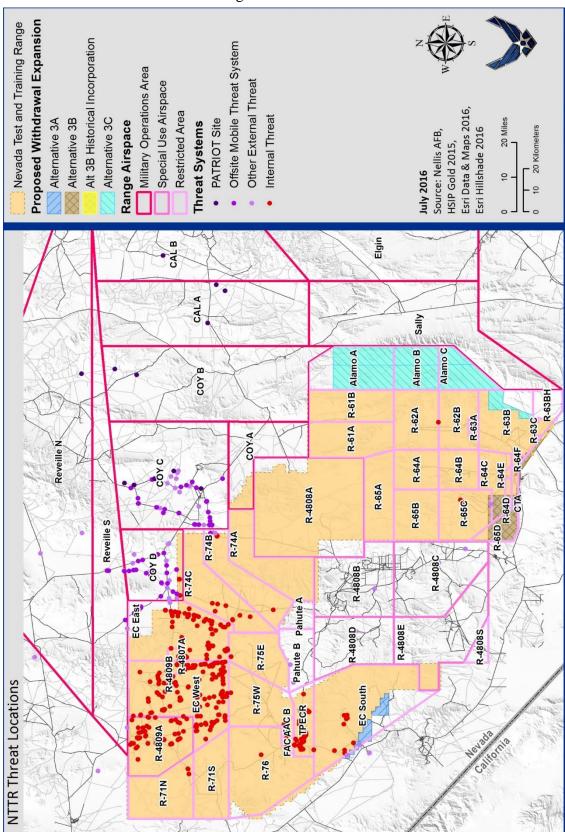


Figure 3-3: Threat Locations

3.4.1 Land Management

P.L. 106-65 dictates that management of the withdrawn lands remains the responsibility of the DOI. Management of these lands will be pursuant to the FLPMA, as amended in 2015, except for the DNWR lands, which will be managed according to the *National Wildlife Refuge System Administration Act* of 1966, as amended in 1997. Management of lands within the NTTR is guided by an Integrated Natural Resources Management Plan (INRMP), published in February 2010, as well as a Resource Management Plan (RMP) that was finalized in 2004.²⁴ Management of withdrawn land that comprises the shared use area of the DNWR is facilitated through an MOU between the USAF and USFWS. The latest version of this document is dated December 22, 1997.²⁵

To promote natural resource management and encourage a larger ecosystem approach for biodiversity management, a Five-Party Cooperative Agreement was signed between the state and several federal agencies. This agreement is signed by the primary land stewards in the region: USAF, DOE, USFWS, BLM, and the State of Nevada-Clearinghouse. The latest agreement was signed in December 1997.²⁶

In addition to the INRMP and BLM RMP, the USAF and DOD have several resource management directives for military lands. DOD Instruction (DODI) 4715.3, *Environmental Conservation Program*, implements policy, assigns responsibilities, and prescribes procedures for the integrated management of natural and cultural resources on property under DOD control. AFI 32-7065, *Cultural Resources Management*, and 32-7064, *Integrated Natural Resources Management*, respectively, take the DOD guidance and further define roles and responsibilities from the command level to the installation level. Two key elements of the AFIs are the requirements for an Integrated Cultural Resources Management Plan (ICRMP) and an INRMP.

All USAF installations, including Nellis AFB, are required to complete both an ICRMP and an INRMP for lands under their control. These plans take the DOD and USAF guidance and incorporate the policies and directives into installation-specific management plans. The ICRMP and INRMP list all of the local resources, define responsibilities, and spell out specific management goals and objectives for all of the resources. Nellis AFB has both a current ICRMP (2012) and INRMP (2010) completed for the NTTR.²⁷

Numerous laws, regulations, EOs, and executive memoranda have been enacted to establish federal responsibility to recognize and preserve Native American rights to self-government and responsibility. Because the diverse Native American traditional cultures and beliefs are intimately tied to the natural environment, especially traditional territories, much of the

²⁴ Nellis Air Force Base, *Nellis Air Force Base Final Integrated Natural Resources Management Plan*, February 2010; Bureau of Land Management, *Record of Decision for the Approved Nevada Test and Training Range Resource Management Plan and Final Environmental Impact Statement*, 2004.

²⁵ U.S. Department of the Air Force and Department of the Interior, "Memorandum of Understanding Between the U.S. Air Force, Air Combat Command and the Department of the Interior, U.S. Fish and Wildlife Service."

²⁶ "Five-Party Cooperative Agreement," United State Bureau of Land Management, December 1, 1997.

²⁷ Nellis Air Force Base, *Installation (Nellis, Creech, and NTTR)* Integrated Cultural Resources Management Plan, August 31, 2012; Nellis Air Force Base, *Nellis Air Force Base Final Integrated Natural Resources Management Plan.*

legislation applies to Native American rights concerning federal lands. EO 13007 emphasizes government-to-government relationships between the USAF and tribes.

In 1996, a Native American Program was initiated at Nellis AFB to facilitate compliance with laws pertaining to Native American rights concerning cultural resources located on Nellis AFB, Creech AFB, and NTTR lands. This program functions as a platform for government-to-government consultation between the United States and the individual tribes. Native American representatives from 17 regional tribes and the Las Vegas Indian Center (which is a Pan-Native American organization), were selected by tribal members to participate in the program. General meetings periodically are held to discuss major Nellis AFB issues of concern to Native American people. Review and writing projects have been completed by the representatives, and the Native American Program also sets guidelines for including Native Americans in archaeological survey projects and excavations on Nellis lands. In addition, five Native Americans were designated as members of a Document Review Committee in 1999 in order to provide comments on documents, to guide the process of target construction, and to otherwise increase the efficiency of State Historic Preservation Office (SHPO) consultation by identifying potential Native American concerns.²⁸

3.4.2 Natural and Cultural Resource Management Activity

Natural resources are managed in accordance with the NTTR INRMP, RMP, the Five-Party Cooperative Agreement, and other range management documents outlined above in Section 3.4.1. These agreements have been established to provide for the protection, development, and management of natural resources, including fish and wildlife, vegetation, watershed, and wild horses on the NTTR. All natural resources are managed under the provisions of these agreements.²⁹

Cultural resources are defined as any definite location of past human activity, occupation, or use, identifiable through inventory, historical documentation, or oral evidence. Cultural resources include archaeological, historic, or architectural sites, structures, places, objects, and artifacts. Federal agencies and military installations consider any cultural resource as archaeological if it is 50 years or older. These resources are considered nonrenewable, and the military is mandated to identify and protect prehistoric and historic properties, and traditional (primarily Native-American) areas of significance. The NTTR covers a diverse cultural landscape that reveals evidence of prehistoric uses as far back as 8,000 to 10,000 years B.P. (Before Present). The Nevada mining boom also included the establishment of small town sites in at least 10 locations on the NTTR from 1900 to the 1940s.

Recent cultural resources field work and research is concentrated on the Archaeological/ Ethnographic Inventory and Monitoring Program. This program evaluates the NTTR as a holistic entity, noting site sensitivity by areas, zones, or landscapes. Driven by the compliance requirements from Sections 106 and 110 of the *National Historic Preservation Act* of 1966, Sections 14(a) and (b) of the *Archaeological Resources Protection Act* of 1979, and DODI 4715,

²⁸ Nellis Air Force Base, *Installation (Nellis, Creech, and NTTR) Integrated Cultural Resources Management Plan.*

²⁹ Nellis Air Force Base, *Nellis Air Force Base Final Integrated Natural Resources Management Plan*; Bureau of Land Management, *Nellis Air Force Range Resource Plan and Record of Decision*, February 21, 1992; "Five-Party Cooperative Agreement."

Cultural Resource Management.16, the program reduces compliance activities, especially where sampling has demonstrated a limited potential for the presence of historic properties. Combining aerial photography or other applicable scientific tools with a review of existing data more efficiently locates cultural and traditional resources. The studies will increase the number of known cultural resources, and it allows resources to be distributed to the most resource complex and intense areas of the NTTR.^{30.}

Range	Surveyed		Number of Descurees
	Acres	Percent (%)	Number of Resources
R-61E, W	487	0.3	2
R-62N	-	-	-
R-62S	15,470	20.3	56
R-63, 63B	45,496	23.4	238
R-64A, B	13,983	01.5	81
R-65N, S	4,726	5.1	-
Creech AFB (Indian Springs Air Force Air Field	2,144	100.00	4
TECR	5,501	11.2	183
R-71N	4,376	4.1	50
R-71S	-	-	-
R-74A, B, C	163,086	18.0	198
R-75E	12,443	8.3	307
R-75W	-	-	-
R-76	13,760	7.2	250
ECE	8,467	4.7	222
ECS	4,363	1.6	94
ECW	10,182	4.9	71
FAC A, B	-	-	-
Pahute A, B	-	-	-

Table 3.2: Summary of Cultural Resource Survey

³⁰ Nellis Air Force Base, *Installation (Nellis, Creech, and NTTR) Integrated Cultural Resources Management Plan.*

Range	Surveyed		Number of Resources
	Acres	Percent (%)	Number of Resources
R-4807, 4808A, 4809A	-	-	-
Range-wide <5,000 Ft	6,200	0.2	420
TTR	7,973	2.4	406
Groom Mtn	-	-	-
TOTAL	318,657	2.611.0	2,580

Source: Nellis Air Force Base, Installation (Nellis, Creech, and NTTR) Integrated Cultural Resources Management Plan, August 31, 2012.

Historical sites found within the NTTR can be placed within four categories: mining, agricultural or ranching, temporary camps, and small settlements associated with water sources. Of the 420 resources found range-wide, 400 are considered prehistoric, 14 historic, and 16 are considered prehistoric/historic. Most of the historical sites are associated with mining activities that occurred in the 14 historic mining districts. From 1997 to 2004, NAFB CRM began a program which helped to characterize the cultural nature of the NTTR. These reports, which are outlined within the NAFB ICRMP, increased involvement by Native American tribes, and emphasized scientific research.³¹ We have summarized their findings in Table 3.2, above. Details of the archaeological findings within the NTTR can be further reviewed in the following reports: *The Results of Cultural Resources Investigations at Cactus Flat Dry Lake Margins*;³² *Great Basin Land-Use Patterns: A View from the Kawich Range*;³³ *A Stratified Archaeological Sample of Low Elevation Areas on Nellis Air Force Range, Nevada*;³⁴ and *An Ethnoarchaeological Survey of West Pahute Mesa, Nevada Test and Training Range*.³⁵

3.4.3 Environmental Restoration Program

The DOD developed the Environmental Restoration Program (ERP) to identify and investigate potentially hazardous material disposal sites on DOD property. The objectives of the ERP are to evaluate whether migration of any hazardous contaminants into the surrounding environment has occurred and, if so, to control or eliminate the hazards to human health and the environment that might result from the contaminants.

³¹ Ibid.

³² Western Cultural Resources Management, *The Results of Cultural Resources Investigations at Cactus Flat Dry Lake Margins, Nellis Air Force Range,* Prepared for Nellis Air Force Range, 2000.

³³ URS Corporation, *Great Basin Land-Use Patterns: A View from the Kawich Range*, Prepared for Nellis Air Force Range, 2003.

³⁴ Western Cultural Resources Management, *A Stratified Archeological Sample of Low Elevation Areas on Nellis Air For Range, Nevada*, Prepared for Nellis Air Force Range, 2000.

³⁵ The Louis Berger Group, Inc, *An Ethnoarchaeological Survey of West Pahute Mesa, Nevada Test and Training Range*, Prepared for Nellis Air Force Range, 2002.

The following section briefly describes the significant ERP-related activities conducted on the NTTR to date. Site Investigations (SI) were conducted for 16 sites on the North and South Ranges, 17 sites at TTR, three sites at TPECR, and seven sites at Creech AFB.

Ninety-eight Installation Restoration Program (IRP) sites have been identified on the NTTR (North and South Bombing Ranges, TTR, TPECR, and Creech AFB) since the ERP began in 1982. All but one of these sites have had No Further Action (NFA) Determination Documents (DD) signed. SIs were performed on 43 sites. These 43 sites included 17 at TTR, 7 at Creech AFB, and 19 on the North and South Bombing Ranges and TPECR. Eleven of the 19 sites were added as part of an agreement between the USAF and the Nevada Division of Environmental Protection (NDEP). Two sites, FT-05 at Creech AFB and ST-31 at Range 65N, required remedial action (limited hydrocarbon-contaminated soil removal at FT-05 and the removal of two USTs and a septic tank at ST-31) as determined by the NDEP. This action was completed in 1993. One site, LF-01 at Creech AFB, is currently undergoing long-term monitoring. As of 2008, DDs have been prepared, accepted, and signed by the NDEP for all of the IRP sites. Detailed information can be found in the collection of ERP-related documents found in the IRP Sites NFA Determinations report from 2007.³⁶ Additional information on the Environmental Restoration Program can be found in the Draft Contamination Analysis Report that is being prepared in association with this land use withdrawal application.³⁷ See Figure 3-4 for locations of existing IRP sites in the NTTR.

3.4.4 Hazardous Materials/Waste Management Activities

Hazardous Waste – Activities associated with the NTTR generate small amounts of solid and hazardous waste and are subject to regulatory requirements of the *Resource Conservation and Recovery Act*. Hazardous waste (other than explosives) are managed in accordance with the procedures specified in *Nellis AFB Hazardous Waste Management Plan*, dated 1 February 2010.³⁸

Most of the activities that generate hazardous waste are associated with Creech AFB and the NTTR, which includes Tolicha Peak and Tonopah Test Range (TTR). Hazardous waste items generated at Creech AFB include batteries (lead-acid, nickel-cadmium, and lithium), fluorescent tubes, anti-freeze, waste paint, aerosol cans, and contaminated rags from solvents and cleaners. Only waste paint, solvents, thinners, and solvent rags are at Point Bravo/Silver Flag Alpha. They occasionally will have contaminated soils from fuels, oils, and hydraulic oil leaks. These contaminated soils are collected and brought to the base, and disposed of in accordance with the *Nellis AFB Hazardous Waste Management Plan*.³⁹

Hazardous waste items generated at the TTR include JP-8 oil pads, fluorescent light bulbs, aerosol cans, JP-8 residue, batteries, waste paints/solvents/thinners, antifreeze, gas filters, and expired shelf-life materials. All hazardous wastes generated at the TTR are regulated under the U.S. Environmental Protection Agency (USEPA) Notification of Hazardous Waste Activity Permit.

³⁶ U.S. Army Corps of Engineers, *IRP Sites NFA Determinations: Nevada Test and Training Range, Creech Air Force Base, Tonopah Test Range*, July 2007.

³⁷ U.S. Air Force, *Draft Contamination Analysis of the Nevada Test and Training Range (NTTR)*, January 2017.

 ³⁸ Nellis Air Force Base, *Nellis Air Force Base Plan 12, Hazardous Waste Management Plan*, February 1, 2010, 12.
 ³⁹ Ibid.

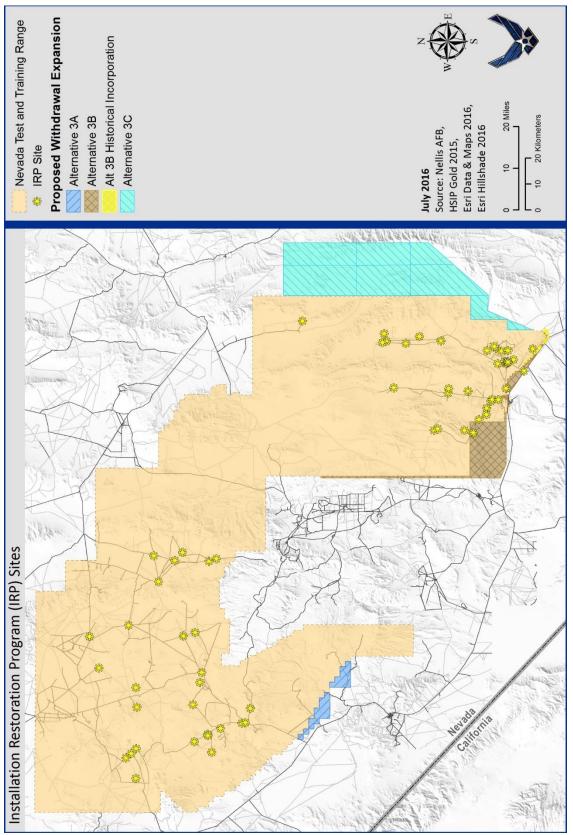


Figure 3-4: Installation Restoration Program Sites in the Nevada Test and Training Range

All hazardous wastes are collected and stored at one of two types of accumulation points; the first is a location called an Initial Accumulation Point (IAP). This has limited quantity and duration for the storage of waste products. The second is a 90-day Central Accumulation Point (CAP), which is regulated under 40 CFR Part 262 (Standards Applicable to Generators of Hazardous Wastes). This location does not have a quantity limit, but does have a 90-day accumulation limit.⁴⁰

All 90-day accumulation items are taken either to Nellis AFB/Defense Reutilization and Marketing Service (DRMS) facilities, and then on to licensed Treatment, Storage, and Disposal facilities or taken directly to such facilities. All paper work is done under contract agreements and checked by the Hazwaste Program Manager (99 CES/CEANQ) of Nellis AFB. The accumulation sites are periodically inspected for compliance with all environmental regulations by Asset Management Flight (99 CES/CEA) personnel. DRMS contractors are responsible to collect, package, and label all hazardous waste generated in performing the duties of their contract and meeting USEPA requirements.⁴¹

Contractors also provide emergency and contingency plans and procedures. They provide trained personnel with equipment to respond to spills involving petroleum, oils, and lubricants (POL), hazardous wastes, and hazardous materials within four hours of detection or notification. Quarterly exercises for trained personnel are provided. Nellis AFB also has mutual aid agreements for spill response assistance with Las Vegas, North Las Vegas, Boulder City, Henderson, and Clark County.⁴² Additional information on the hazardous waste management program can be found in the Draft Contamination Analysis Report that is being prepared in association with this land use withdrawal application.⁴³

Solid Waste – Solid waste generated at the NTTR is managed in accordance with the Solid Waste Management Regulations detailed in Title 40 of the CFR Parts 240, 241, 243, 257, 258, and 261.2, Nevada Solid Waste Regulations, AFI 32-7042, *Solid and Hazardous Waste Compliance*, and Air Combat Command Solid Waste Program Management Guidance, Dated 5 October 1994. The NTTR has developed two overarching Integrated Solid Waste Management Plans (ISWM); one for the North Range and another for the South Range, O&M Compound, and Tolicha Peak.

The Base Civil Engineer is responsible for the collection and disposal of all municipal solid waste. The EM Directorate is responsible for the tracking and reporting of recycled materials. NTTR has one Class II permitted municipal solid waste landfill and two Class III construction waste landfills located at TTR. The Class II landfill was approved as the primary solid waste landfill for the Tonopah Airfield Auxiliary Annex by NDEP on January 23, 1991. A capacity expansion was approved in 2001 (for more details please refer to Contamination Analysis Report).

Construction waste is disposed of at the Class III landfills located at Cedar Pass and TTR – Area 10/Peot Lake. These were approved in November 2016. The TTR Class III landfill is used as the

⁴⁰ Ibid.

⁴¹ Ibid.

⁴² Ibid.

⁴³ U.S. Air Force, "Draft Contamination Analysis of the Nevada Test and Training Range (NTTR)."

principal means for disposing of all construction, demolition, and inert industrial solid waste generated on the northern half of the NTTR. Dumpsters are positioned throughout the various work centers near shops, offices, and warehouses. Dumpsters are emptied into garbage trucks owned by the USAF and operated by the NTTR Base Maintenance Contractor.

The municipal solid waste and construction debris from the South Range is transported and disposed at offsite landfills.

Historical use of the NTTR has created many landfills and debris locations that are no longer used. Many of these sites have been documented in the IRP reports. The locations of these sites are cataloged and mapped for future reference and monitoring. Figure 3-5 depicts these historical landfill and debris locations.

3.4.5 Groundwater Management Activities

The operations, maintenance, repair, and inspection of potable water supplies, distribution systems, and water wells are provided by contract. The NTTR's water supply and distribution system comprises separate systems in six areas: NTTR Industrial Area, NTTR Man Camp, Point Bravo, Silver Flag Alpha, TPECR, and TECR. These systems are maintained in compliance with applicable federal, state, and local regulations.⁴⁴

The water supply for the NTTR comes from various sources, having an overall availability of ~9,028,800 gallons per day. Of that supply, groundwater wells provide a total of 615,360 gallons per day. As of a 2009 Natural Infrastructure Assessment, the average demand for water from the groundwater wells was approximately 105,000 gallons per day (17.1 percent), with a peak usage of about 200,000 gallons of water per day (32.5 percent).⁴⁵

Additional information on the water resources within the NTTR can be found in the Water Requirements Study of the NTTR.

⁴⁴ U.S. Air Force, *Nevada Test and Training Range Natural Infrastructure Assessment*, 2009.

⁴⁵ Ibid.; U.S. Air Force, *Nevada Test and Training Range Natural Infrastructure Assessment - Base Information Excel*, 2009.

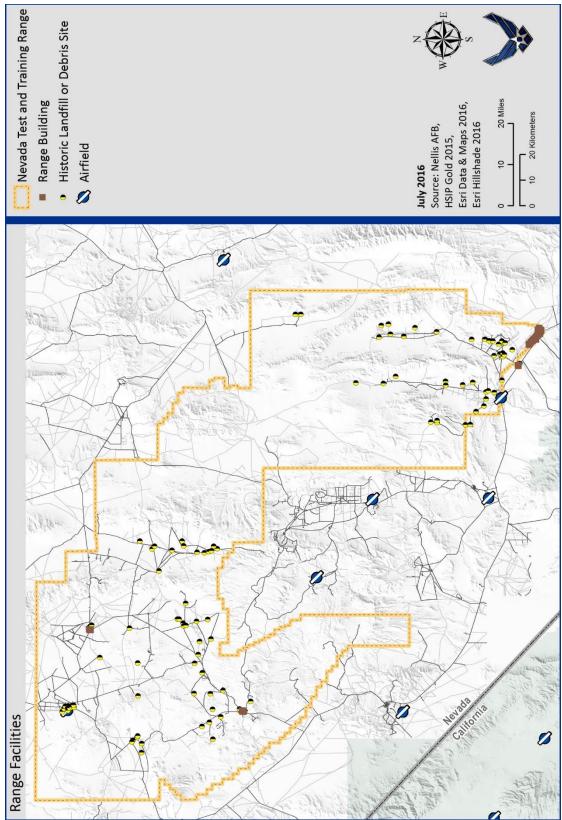


Figure 3-5: Historic Landfills, Debris Sites, and Other Range Facilities in the Nevada Test and Training Range

3.4.6 Wildlife and Wild Horse Watering Wells

A number of springs on the NTTR have been appropriated in connection with water rights assigned by the Nevada Division of Water Resources (NDWR) for stock, wildlife, domestic, or irrigation purposes, or by the BLM for purposes of providing water for the wild horse population within the 1.3-million-acre Nevada Wild Horse Range (NWHR). In addition, the USFWS has installed precipitation collection systems (guzzlers) for the purposes of watering the desert bighorn sheep and other wildlife located on the DNWR. There are 21 of these installations within the DNWR, each with a storage capacity between 1,000 and 6,600 gallons.⁴⁶

There are also 135 identified and confirmed water features located within the NTTR and proposed expansion areas, including 46 perennial springs, 20 intermittent springs, seven perennial seeps and 36 intermittent seeps.⁴⁷

An additional nine surface water sources also are located within the NTTR, as identified in the *National Wetland Inventory*, May 2016.⁴⁸ These sources have not been appropriated by the NDWR and are not being utilized, except by wild horses and wildlife. Water sources within the NWHR and other wildlife watering wells are located on Figure 3-6.

Maintenance of these water holes, and guzzlers is through the joint efforts of the USAF, USFWS, and the BLM. Wells within the DNWR are managed by the USFWS. Other springs within the DNWR are used by wildlife and wild horses, but are not maintained.

3.4.7 Desert Tortoise

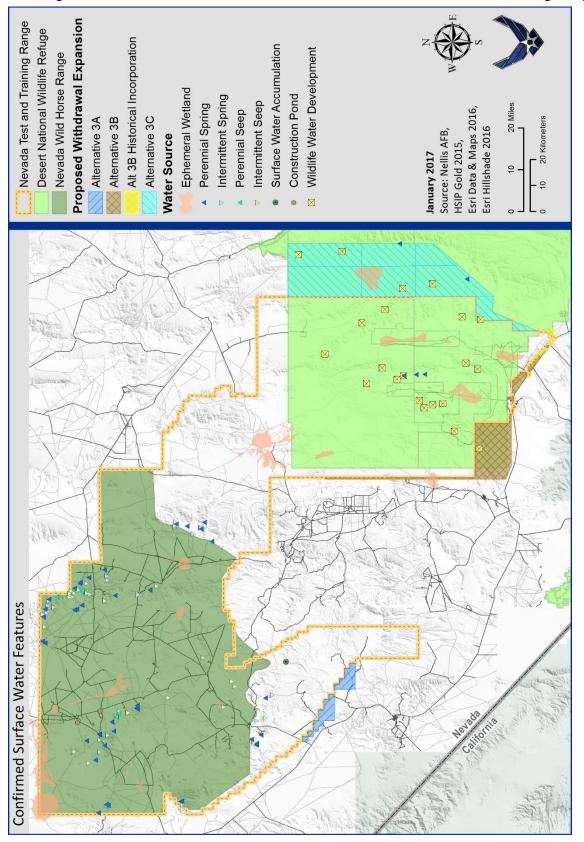
The USFWS completed a Biological Assessment regarding the potential impacts of activities conducted at the NTTR upon the federally threatened desert tortoise (*Gopherus agassizii*) in May 1992. This analysis concluded that desert tortoises were distributed widely throughout the South Range, and that, because it was difficult to determine the precise impacts of training upon the desert tortoise, "it must be assumed that direct, indirect, and cumulative impacts to be [sic] significant and negative." A series of mitigation measures were established to lessen the potential impact of these activities.⁴⁹

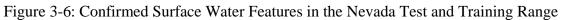
⁴⁶ U.S. Air Force, "Seeps and Springs of the NTTR and Proposed Expansion Areas: The Nevada Test and Training Range, Nellis Air Force Base, Draft Report," 2016.

⁴⁷ Ibid.

⁴⁸ U.S. Fish and Wildlife Service, "National Wetlands Inventory," U.S. Fish and Wildlife Service, May 2016, https://www.fws.gov/wetlands/.

⁴⁹ Revegetation Innovations, *Fighter Weapons Center Range Complex Biological Assessment for the Desert Tortoise (Gopherus Agassizii),* Prepared for the United States Air Force Fighter Weapons Center/Environmental Management, Nellis Air Force Base, Nevada, 1992.





More recently, a Programmatic Biological Opinion (PBO) was issued in 2003 for, "Activities on the South Range of Nellis Air Force Base, Nevada Test and Training Range, and the Nevada Training Initiative, Clark and Lincoln Counties, Nevada." In this PBO, the USFWS concluded the following: "After reviewing the current status of the desert tortoise, the environmental baseline for the action area, the effects of the proposed action, and the cumulative effects, it is the USFWS' PBO that implementation activities on the South Range as described in the January 2003 Biological Assessment (BA), is not likely to jeopardize the continued existence of the threatened Mojave population of the desert tortoise." This decision was based in part upon the following factors:

- the South Range does not contain any areas that have been designated for recovery of the desert tortoise
- few desert tortoises are likely to be killed or injured by the actions described in the BA
- no new actions will proceed under the PBO until the USAF submits required information to the USFWS for each action that may adversely affect the desert tortoise, and until the USFWS has responded to this notification

A series of minimization measures were also proposed by the USFWS in this PBO.⁵⁰ These measures have been included in the 2010 INRMP, and comprise a portion of the 27 recommended minimization measures that are contained in the 2014 Desert Tortoise Management Guideline document.⁵¹ The PBO issued in 2003 was then amended in 2004 to allow the USAF to carry out desert tortoise monitoring and clearing around target ranges on the NTTR in lieu of constructing and maintaining tortoise barriers. These barriers proved difficult to maintain due to target range impacts.⁵² The current PBO in place is valid through March 1, 2019.⁵³ A revised BA is currently being prepared that will be used for the next Biological Opinion.

The desert tortoise is only found on the South Range of the NTTR (see Figure 3-7). An assessment conducted in 2002 to support the 2003 PBO indicated that populations of desert tortoise present on the NTTR had low densities in the Range 62B area of the South Range, and minimal sign of desert tortoises was found in the 64B range area, despite the presence of suitable habitat. Comprehensive transect surveys were conducted for the desert tortoise on the South Range from 2010 to 2013, the first comprehensive surveys since 1992. Information collected during these surveys will be used to further refine the desert tortoise potential habitat map initially developed in 2009. As of 2013, 59 percent of the desert tortoise habitat in the South Range of the NTTR had been surveyed; this included 61 miles of transects over 41 square miles.

⁵⁰ U.S. Fish and Wildlife Service, "Programmatic Biological Opinion (PBO) for Activities on the South Range of Nellis Air Force Base, Nevada Test and Training Range (NTTR), and the Nevada Training Initiative, Clark and Lincoln Counties, Nevada," File No. 1-5-02-F-522 § (2003).

⁵¹ Nellis Air Force Base, "Desert Tortoise Management Guideline Final Report," September 2014; Nellis Air Force Base, "Nellis Air Force Base Final Integrated Natural Resources Management Plan."

⁵² U.S. Fish and Wildlife Service, Amendment to the Programmatic Biological Opinion for Activities on the South Range of Nellis Air Force Base, Nevada Test and Training Range (NTTR), and the Nevada Training Initiative, Clark and Lincoln Counties, Nevada, File No. 1-5-02-F-522.AMD1, 2004.

⁵³ U.S. Fish and Wildlife Service, Programmatic Biological Opinion (PBO) for Activities on the South Range of Nellis Air Force Base, Nevada Test and Training Range (NTTR), and the Nevada Training Initiative, Clark and Lincoln Counties, Nevada.

Roughly 32 percent of the townships that were surveyed had some type of desert tortoise sign present.⁵⁴

One of the key tools that the USAF uses to avoid impacts on the desert tortoise is a potential habitat map, developed in consultation with the USFWS. Beginning in 2005, the Nellis Natural Resources Program conducted several helicopter surveys to map desert tortoise habitat on the South Range of the NTTR. This map was finalized in 2009 and approved by the USFWS on August 27, 2009. Any military activities that will potentially affect desert tortoise habitat require monitoring for desert tortoise during the activity and coordination with the USFWS. All other areas outside of identified potential habitat do not require coordination or monitoring.⁵⁵ A renewed effort to map and classify vegetation communities on the South Range of the NTTR began in 2010, and was still in progress as of 2016. Information from this mapping effort will be used to develop a new, more refined desert tortoise potential habitat map. After review by the USFWS, this habitat map will be used to determine consultation needs for future activities.⁵⁶

Minimization and mitigation measures recommended in the 2003 PBO have been adopted in the 2010 INRMP, and have also been included in a more extensive suite of recommendations contained in the 2014 Desert Tortoise Management Guideline document. Some of the key impact minimization guidelines include: reviewing the natural resource database to determine if desert tortoise have ever been located in the project area; examining the potential desert tortoise habitat map to see if the project area contains potential habitat; conducting tortoise clearance surveys; avoiding tortoise burrows; using best management practices to minimize habitat impacts; establishing and enforcing a 25-mile-per-hour speed limit; and, rehabilitating disturbances and/or paying a remuneration fee on a per-acre-impacted basis. Mitigation for incidental take of the desert tortoise on the NTTR is generally covered through payment of remuneration fees, which fund the Clark County desert tortoise preservation area.⁵⁷ For a full list of minimization and mitigation measures, please refer to the 2010 INRMP and the 2014 Desert Tortoise Management Guideline documents.

⁵⁴ Nellis Air Force Base, "2013 Desert Tortoise Habitat and Survey Project Final Report," September 2014.

⁵⁵ Nellis Air Force Base, "Desert Tortoise Management Guideline Final Report."

⁵⁶ Nellis Air Force Base, "2013 Desert Tortoise Habitat and Survey Project Final Report."

⁵⁷ Nellis Air Force Base, "Nellis Air Force Base Final Integrated Natural Resources Management Plan"; Nellis Air Force Base, "Desert Tortoise Management Guideline Final Report."

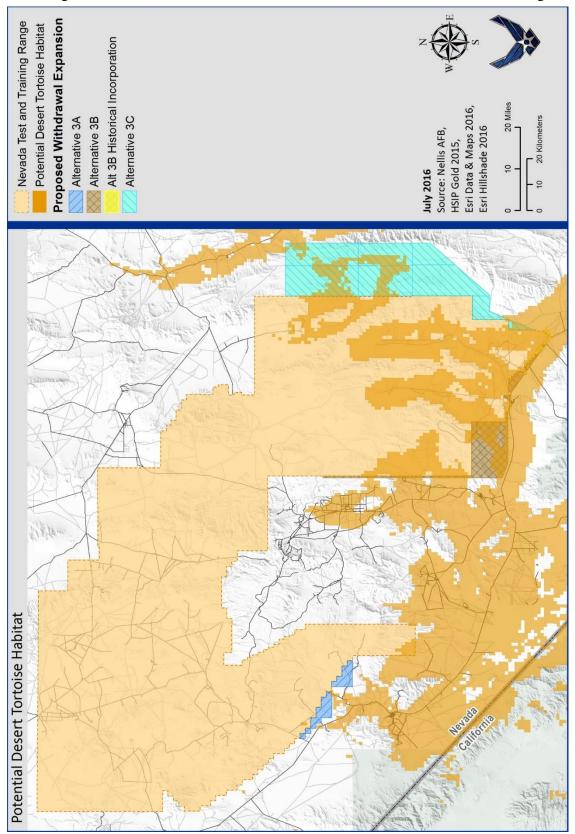


Figure 3-7: Potential Desert Tortoise Habitat in the Nevada Test and Training Range

3.5 MEMORANDA OF UNDERSTANDING

3.5.1 Memoranda of Understanding and Agreements with the Bureau of Land Management

Ten agreements or MOUs between the USAF and BLM cover the use and management of the NTTR. These include the Five-Party Cooperative Agreement, Wild Horse Management, Handling Procedures for Lame or Injured Horses or Burros, Coordination of Air Operations, Record of Decision and NTTR Resource Plan, Draft Range Management, the Fire Management Agreement, Wildland Fire Management Activities, the Yucca Mountain Site Characterization MOU, and Responsibilities During an Aircraft Mishap or Dropped Object Memorandum of Agreement (MOA). In addition, the Historic Properties Management Plan guides the BLM's activities on any project or action it may carry out on the NTTR. Each of these agreements and MOUs is copied in Appendix B and further reviewed in Sections 4.0 and 5.0.

3.5.2 Memoranda of Understanding and Agreements with the Department of Energy

Thirteen MOUs or agreements exist between the USAF and DOE on the NTTR. These agreements and MOUs include the Five-Party MOU, Fire Management Agreement, Umbrella MOU, Pahute Mesa MOU, Cost Sharing Agreement for Area 10 at TTR, Stonewall Flats Area, TTR Addenda to Umbrella MOU, Support Agreement for Tactical Integrated Air Defense Systems (TIADS) at TTR, the Yucca Mountain Site Characterization Right-of-Way, Maintaining Radar Feeds, Restoration Responsibilities, Pre-Filing of Water Rights on NTTR, and the Federal Facility Agreement and Consent Order. Each of these agreements and MOUs is copied in Appendix B and further reviewed in Sections 4.0 and 5.

3.5.3 Memoranda of Understanding and Agreements with the United States Fish and Wildlife Service

Three MOUs or agreements exist between the USAF and USFWS on the NTTR. These agreements and MOUs include the Five-Party MOU, Desert National Wildlife Range MOU, and Pre-Filing of Water Rights on NTTR. Each of these agreements and MOUs is copied in Appendix B and further reviewed in Sections 4.0and 5.0.

3.5.4 Memoranda of Understanding and Agreements with State of Nevada

Five MOUs or agreements exist between the USAF and the State of Nevada on the NTTR. These agreements and MOUs include the Five-Party MOU (USAF and State of Nevada), Stonewall Mountain Bighorn Sheep Management (USAF and Nevada Department of Wildlife [NDOW]), Nevada State Clearinghouse (DOD and State of Nevada), and Operation of Communication on Mount Irish (USAF and Nevada Department of Transportation [NDOT]), and Pre-Filing of Water Rights on NTTR. Each of these agreements and MOUs is copied in Appendix B and further reviewed in Sections 4.0and 5.0.

3.5.5 Memoranda of Understanding and Agreements with Other Agencies and Governments

Several MOUs or agreements exist between the USAF and/or other agencies with respect to the NTTR. These include the Draft Toiyabe National Forest Agreement between the USAF and U.S. Forest Service (USFS); Air Refueling Operations between the USAF, Salt Lake City Air Route Traffic Control Center (ARTCC), and Los Angeles ARTCC; and the Wilderness Agreement between the Federal Aviation Administration (FAA) and BLM on the NTTR. Each of these agreements and MOUs is copied in Appendix B and further reviewed in Sections 4.0 and 5.0.

4.0 CONCURRENT LAND USES

4.1 CONCURRENT LAND USES WITHIN THE NEVADA TEST AND TRAINING RANGE

4.1.1 Mining

Mining activity in the NTTR area began in the mid-1860s, with most of the gold and silver deposits being located during the early 1900s. Although mining decreased substantially after these initial discoveries, it continued sporadically until 1942 when these military lands were closed to mining.⁵⁸ See Figure 4-1 for the location of the mining districts within the NTTR area.

Little or no mineral exploration or related activities have taken place within the NTTR since its creation in the 1940s. The creation of the NTTR withdrew the lands from operation and suspended all new mining activity. The 1965 purchase of the remaining mining rights eliminated remaining mining claims. At the time of the Groom Mountain Addition to the 1986 Withdrawal, 25 unpatented mining claims, six patented mining claims, and all, or a portion of, two oil and gas leases were located within the NTTR.⁵⁹ Since that time, all of the patented and unpatented mining claims and all of the oil and gas leases have either expired or were purchased via eminent domain in 2015.⁶⁰ For a listing of existing mining claims within proposed withdrawal expansion areas and patented lands and mineral patents within NTTR, see Table 5.1 in Section 5.7.1.

Known minerals that historically have been found within the NTTR include gold, silver, copper, lead, zinc, mercury, tungsten, and turquoise. In addition, commercial-grade sand, gravel, and limestone have been found within the range. Adjacent to the range, significant quantities of gypsum and limestone are produced.⁶¹

As required in P.L. 106-65 Sec 3021 (a)(1), the Secretary of the Interior shall determine, with the concurrence of the Secretary of the Air Force, the opening of lands to operation under the Mining Law of 1872, the *Mineral Lands Leasing Act* of 1920, the *Mineral Leasing Act for Acquired Lands* of 1947, the *Geothermal Steam Act* of 1970, or any more of such acts. This determination should be made at least every five years following the enactment of the land withdrawal.⁶² In accordance with this requirement, the BLM has had a moratorium on the issuance of mineral patents since 1994.⁶³ In the summer of 2014, the USAF submitted a letter with its determination on this matter to the BLM. In part, this notice states "that the lands under

⁵⁸ Science Applications International Corporation, "Economic Impact Report for Renewal of the Nellis Air Force Range Withdrawal," Prepared for Department of the Air Force, June 1999.

⁵⁹ Nellis Air Force Base, "Land Use Study of the Nellis Air Force Range," 1998.

⁶⁰ United States of America v. 400 acres of Land, More or Less, Situate in Lincoln County, State of Nevada; and Jessie J. Cox, et al., No. 2:15-cv-1743 (September 10, 2015).

⁶¹ Science Applications International Corporation, "Economic Impact Report for Renewal of the Nellis Air Force Range Withdrawal."

⁶² United States Senate, *Military Lands Withdrawal Act of 1999*.

⁶³ Personal Communication with Jonathan Haliscak, December 2016.

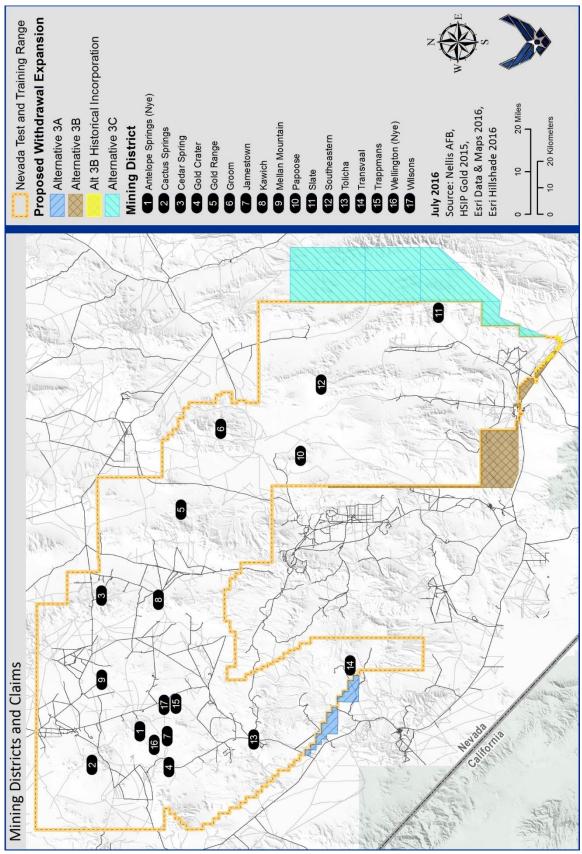


Figure 4-1: Mining Districts within the Nevada Test and Training Range

the Nevada Test and Training Range are closed to public access. They are specifically withdrawn from all forms of appropriation under the mining laws and the geothermal laws. The Air Force has no lands suitable for these activities and will continue to enforce current public access policy.³⁶⁴

This determination continues the suspension on all mining exploration and prevents any new patents from being issued within the boundaries of the NTTR. Additional information is available in the *Mineral and Energy Resource Assessment of the Nellis Air Force Range*, 2016. Lands withdrawn within the DNWR have an additional control on public access, established in a MOU between Nellis AFB and the USFWS. In addition, lands within the DNWR have been withdrawn from location and entry under the United States mining laws (30 U.S.C. Ch. 2) through August 3, 2024 by PLO 7828 (2014), which extends PLO 7070 (1994) by 20 years. Although these lands have been withdrawn from location and entry, they are not withdrawn from leasing under mineral leasing laws.⁶⁵

4.1.1.1 <u>Area 1 – Alternative 3A</u>

There is one active mining claim in this proposed withdrawal area. It is listed in Table 5.1. Mining claims can be searched and mapped by using divisions of the Public Land Survey System. The smallest of these divisions is the quadrant. This claim is composed of four quadrants. Figure 4-2 shows quadrants within the proposed withdrawal area where an active claim exists. This claim is for lode mining, as opposed to placer mining.⁶⁶

There are no other active mineral leases, or oil and gas leases, in this proposed withdrawal area.

4.1.1.2 Area 2 – Alternative 3B

Though potential exists for metallic mineral deposits in the expansion area, the potential is low and no commercially exploitable resources have been identified. The potential for geothermal systems is low as well, and any found would have a high probability of being unsuitable for energy generation.⁶⁷

There are no active mining claims, mineral leases, or other oil and gas leases in this proposed withdrawal area.

4.1.1.3 Area 3 – Alternative 3C

Though potential exists for metallic mineral deposits in the expansion area, the potential is low and no commercially exploitable resources have been identified. The potential for geothermal

⁶⁴ Colonel Richard H. Boutwell (USAF), letter to Ms. Amy Leuders (BLM), "5 Year Review Determination Regarding Public Access to Withdrawn NTTR Lands," August 25, 2014.

⁶⁵ Bureau of Land Management, "Public Land Order No. 7828; Extension of Public Land Order No. 7070; Nevada," *Federal Register*, Vol. 79, No. 162, August 21, 2014, https://www.gpo.gov/fdsys/pkg/FR-2014-08-21/pdf/2014-19846.pdf.

⁶⁶ "Reports Menu for LR2000 Public Reports," *Bureau of Land Management*, accessed May 24, 2016, https://rptapp.blm.gov/menu.cfm?appCd=2.

⁶⁷ John Muntean et al., "An Updated Mineral and Energy Resource Assessment of the Desert National Wildlife Range, Clark and Lincoln Counties, Nevada," Open-File Report 14-3 (Nevada Bureau of Mines and Geology, 2014).

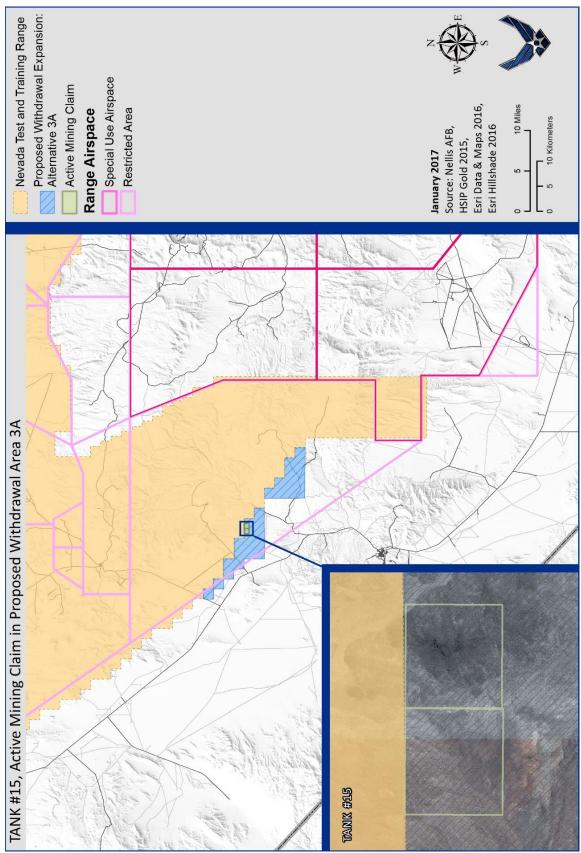


Figure 4-2: Active Leases within the Proposed Withdrawal Area

systems is low as well, and any found would have a high probability of being unsuitable for energy generation. 68

There are no active mining claims, mineral leases, or other oil and gas leases in this proposed withdrawal area.

4.1.2 Agriculture and Grazing

Historic agricultural use of the region is associated with cattle ranching activities, primarily in the North Range area. The scarce supply of water resources and limited amounts of quality forage for livestock have curtailed extensive use of the South Range for grazing. Grazing activities generally have been located near existing water resources.⁶⁹

From the creation of the NTTR until 1959, co-use of the land was granted to cattlemen. However, between 1959 and 1965, under the authority of the Air Force Real Estate Directive 592.2, dated September 21, 1954, a total of \$708,000 was expended in the extinguishment of all grazing and mineral rights within the range.⁷⁰ The MLWA of 1986 excluded any new grazing within the NTTR.⁷¹ However, with the addition of the Safety and Security Buffer area, two grazing allotments were affected by the withdrawal: the Naquinta Springs allotment (54,425 acres) is entirely within the NTTR, and 37,175 acres of the Bald Mountain allotment (approximately 14 percent) are contained within the NTTR. The Naquinta Springs allotment has since been closed. The Bald Mountain allotment is currently active with a renewal date of December 2021.⁷² Permits are generally issued for a period of 10 years. When a permit expires, it undergoes a review for conformance with environmental documentation requirements before it can be renewed. Part of this process includes soliciting comments, interest, concerns, and resource information through public scoping processes. BLM field managers consider both public comments and internal scoping in order to prioritize and rank permit/lease extensions.⁷³ The location of grazing allotments can be seen in Figure 4-3.

The Bald Mountain allotment is accessible for the continued grazing of domestic livestock (cattle) from March 1 to February 28 on only the withdrawn portion of the Bald Mountain Allotment.⁷⁴ The Bald Mountain limited grazing allotment on the Groom Range is the only agricultural outleasing opportunity that exists on the NTTR.⁷⁵

⁶⁸ Ibid.

⁶⁹ Nellis Air Force Base, *Nellis Air Force Base Final Integrated Natural Resources Management Plan*.

⁷⁰ Nellis Air Force Base, "Land Use Study of the Nellis Air Force Range."

⁷¹ U.S. House of Representatives, *Military Lands Withdrawal Act of 1986*, *P.L. 99-106*, 1986.

⁷² "Rangeland Administration System (RAS)," *Bureau of Land Management*, accessed May 13, 2016, http://www.blm.gov/ras/.

⁷³ "Grazing and Rangeland Management," *Bureau of Land Management*, March 20, 2015, http://www.blm.gov/co/st/en/BLM Programs/grazing.html.

⁷⁴ Bureau of Land Management, *Record of Decision for the Approved Nevada Test and Training Range Resource Management Plan and Final Environmental Impact Statement*.

⁷⁵ Nellis Air Force Base, *Nellis Air Force Base Final Integrated Natural Resources Management Plan*.

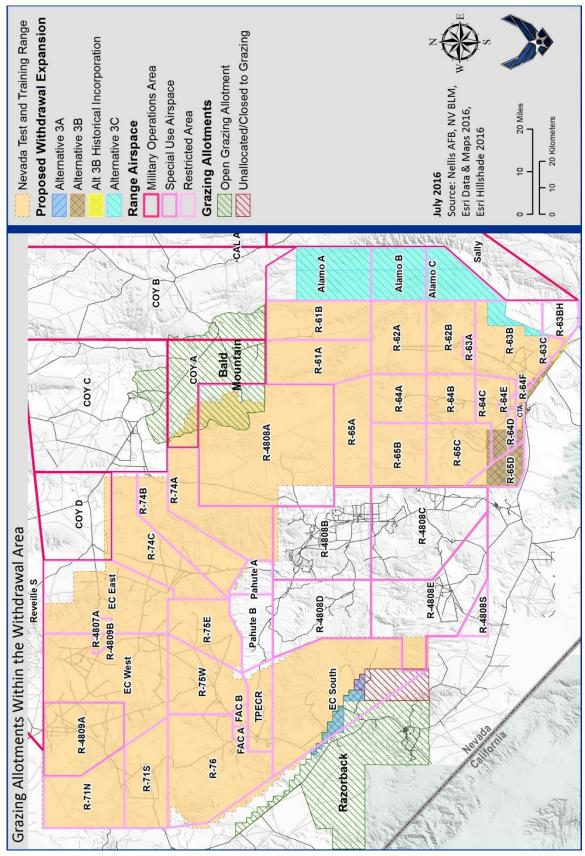


Figure 4-3: Grazing Allotments within the Withdrawal Area

To protect the limited vegetation that is available to wildlife from being impacted by overgrazing, the Five-Party Cooperative Agreement was implemented between the USAF, BLM, USFWS, DOE, and the State of Nevada. This agreement is designed to create a forum where stewardship issues are discussed concerning the biological and cultural resources, wildlife, and horses on the range.⁷⁶ To keep domestic livestock off the range, the BLM, in cooperation with the USAF, has installed fencing along much of the perimeter of the range boundaries.

Other fencing has been installed on the range to protect sensitive wetlands and springs from overgrazing by wild horses. When, and if, grazing resumes on the range, management will again be in accordance with the 2008 Ely District Record of Decision and Approved Resource Management Plan.⁷⁷

4.1.2.1 <u>Area 1 – Alternative 3A</u>

Two BLM grazing allotments are located within this proposed withdrawal area, one of which is unallocated or closed to grazing, and one of which is active. The unallocated grazing unit is 49,356 acres in size, and 3,244 acres would be affected by the proposed withdrawal area (approximately 6.6 percent). The active grazing allotment, Razorback, is 266,329 acres in size, and only 14,650 acres would be affected by the proposed withdrawal (approximately 5.5 percent).⁷⁸

4.1.2.2 Area 2 – Alternative 3B

There are no active grazing allotments in this proposed withdrawal area.

4.1.2.3 <u>Area 3 – Alternative 3C</u>

There are no active grazing allotments in this proposed withdrawal area.

4.1.3 Recreation and Hunting

Access restrictions on the NTTR preclude all unrestricted recreational opportunities in the area, including hunting. This restriction is established through Nevada Administrative Code 504.340, which prohibits all hunting and trapping within the NTTR, except that hunting bighorn sheep is authorized in certain portions of the DNWR and NTTR.⁷⁹ A controlled hunt for bighorn sheep is conducted each year between December 17 and January 1 in these portions of the DNWR. The shared-use area of the DNWR is contained within hunting units 280, 281, and 282, as defined by the NDOW. In 2016, Unit 280 had a quota of three sheep, Unit 281 had a quota of six sheep, and Unit 282 had a quota of five sheep. Bighorn sheep hunting is permitted within the Stonewall Mountain area of NTRR and is included as a part of Unit 252. In 2016, Unit 252 had a quota of eight sheep. Anyone wishing to hunt on the NTTR must pass a background check and attend a

⁷⁸ "Rangeland Administration System (RAS)"; U.S. Air Force, "Proposed Withdrawal Expansion," Shapefile, (2016); Bureau of Land Management, "Range Allotment," Shapefile, (2014),

⁷⁶ "Five-Party Cooperative Agreement."

⁷⁷ Bureau of Land Management, *Ely District Approved Resource Management Plan*, August 2008, https://www.blm.gov/style/medialib/blm/nv/field_offices/ely_field_office/ely_resource_management/rmprodco mplete.Par.58949.File.dat/ELY%20Approved%20RMP%20and%20Record%20Of%20Decision%2009152008.pdf.

http://www.geocommunicator.gov/GeoComm/services.htm#Download.

⁷⁹ "Nevada Administrative Code" (n.d.), 504.340.

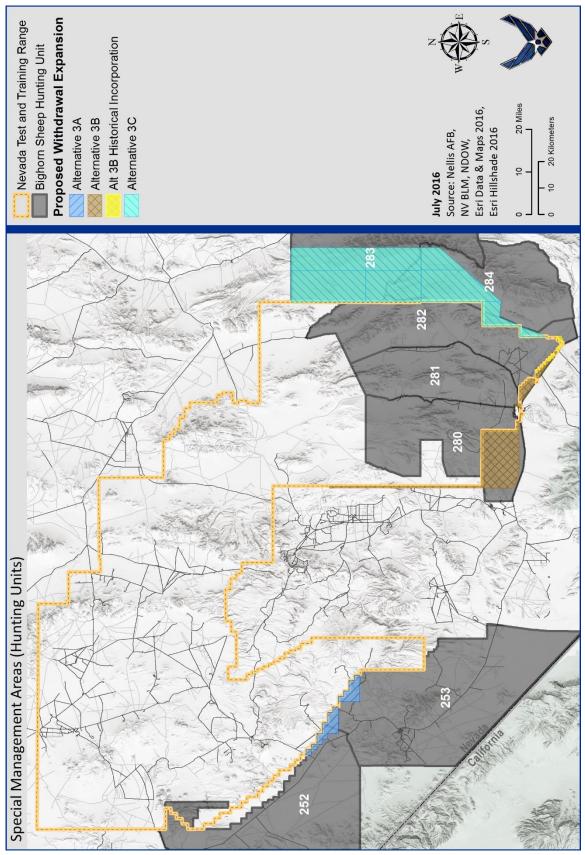


Figure 4-4: Hunting Units Intersecting the Nevada Test and Training Range

mandatory safety briefing. In addition, party size is limited to a maximum of five people within the NTTR portion of Unit 252 at any given time.⁸⁰ See Figure 4-4 for hunting unit locations.⁸¹

These hunting units are open only to those holding a permit. Part of the process to gain hunting access to these areas involves briefings concerning restrictions and access within the NTTR boundaries. All hunters and members of their parties are subject to a criminal history background check. No other big game, small game, or bird hunting is allowed within the NTTR.⁸²

No other recreational activities are allowed within the boundaries of the NTTR.

4.1.3.1 Area 1 – Alternative 3A

This proposed withdrawal area is composed of approximately 18,000 acres and includes approximately 17,900 acres located within NDOW hunting units, including 5,700 acres in Unit 252 and 12,200 acres in Unit 253.⁸³ These units allow for the hunting of mule deer and desert bighorn sheep.

The area encompassed by Alternative 3A is composed of public lands managed by BLM's Tonopah Field Office, Battle Mountain District. The BLM is a government agency charged with managing the National System of Public Lands for the American public. Recreation on public lands is generally only limited by state and federal laws, as well as Public Use Restrictions (PUR) put into place when an activity may be hazardous to a protected area or a nearby population. Common restrictions are target shooting and off-highway vehicle (OHV) usage.

Recreational activities on public lands can include but are not limited to hunting, hiking, camping, bird-watching, target shooting, and OHV activities. As of November 2016, there are no restrictions on target shooting, with the exception of the standard guidelines (no glass targets, 1,000 feet from roads and houses, etc.).⁸⁴ Public lands not closed to OHV usage are commonly limited to existing roads, trails and dry washes, with the exception of dry lakes which are open to all OHV activities.⁸⁵

A popular OHV race, Best in the Desert Vegas to Reno, has taken place annually for the past 20 years. In 2009, the route was moved from the west side of US-95 to the east side of the highway in order to avoid potential impacts to wildlife, sensitive species, and local residents. The race

⁸⁰ "Bighorn Sheep," Nevada Department of Wildlife, n.d., http://www.eregulations.com/nevada/hunting/biggame/bighorn-sheep/. ⁸¹ Ibid.

⁸² Ibid.

⁸³ Nevada Department of Wildlife, "NDOW Game Management (Hunt) Units," Shapefile, (August 15, 2014), http://gis.ndow.nv.gov/ndowdata/.

⁸⁴ "Target Shooting and Hunting," Bureau of Land Management Nevada, June 16, 2016,

http://www.blm.gov/nv/st/en/fo/lvfo/blm programs/lvfo recreation/target shooting and.print.html. ⁸⁵ South Nevada Agency Partnership, "OHV Guide to Public Lands within Clark County" (Clark County, Nevada,

October 2010), http://www.clarkcountynv.gov/airquality/dcp/Documents/mitigation/bcce/OHV-designated-areamap.pdf.

route now passes through proposed withdrawal Area 1 – Alternative 3A.⁸⁶ Other organizations, such as Beatty VFW Post 12108 have staged OHV events in the same area.⁸⁷

In recent years, another organization called STORM-OV (Saving Toads thru Off Road Racing, Ranching and Mining in Oasis Valley) has been working with the BLM to build a network of mountain biking trails on BLM land within this proposed withdrawal area.⁸⁸

4.1.3.2 Area 2 – Alternative 3B

The proposed withdrawal area includes approximately 54,400 acres located within NDOW hunting units. This includes 47,200 acres in Unit 280, 200 acres in Unit 281, and 7,000 acres in Unit 282.⁸⁹ These units only allow for the hunting of desert bighorn sheep.

The area encompassed by Alternative 3B is split between DNWR land and BLM land controlled by the Southern Nevada District. The BLM portion is public land within the National System of Public Lands. Recreation on public lands is generally only limited by state and federal laws, as well as PURs put into place when an activity may be hazardous to a protected area or a nearby population. Common restrictions are target shooting and OHV usage.

Recreational activities on public lands can include, but are not limited to, hunting, hiking, camping, wildlife viewing/photography, target shooting, and OHV activities. As of November 2016, there are no restrictions on target shooting, with the exception of the standard guidelines (no glass targets, 1000 feet from roads and houses, etc.). Public lands not closed to OHV usage are commonly limited to existing roads, trails, and dry washes, with the exception of dry lakes, which are open to all OHV activities. There is no off-road vehicle use allowed within the historical incorporation area of Area 2, per the BLM Southern Nevada District.⁹⁰

Although it is currently not withdrawn, the proposed withdrawal area that overlaps the DNWR is shown as a restricted area by the USFWS. In unrestricted areas, car campers are allowed to set up campsites anywhere that falls within 50 feet of a road. Backcountry camping is allowed throughout the unrestricted portion of the refuge, but must be at least a quarter-mile away from water developments or springs.⁹¹ The DNWR is closed to OHV activities.

 ⁸⁶ Personal Communication with Tom Seley, December 2016; Vern Hee, "Vegas to Reno Race Permits Approved by BLM," *Pahrump Valley Times*, August 17, 2016, http://pvtimes.com/sports/vegas-reno-race-permits-approved-blm.
 ⁸⁷ "2016 3rd Annual Bullfrog Historic Poker Run," *VFW Beatty Post #12108*, October 15, 2016,

https://www.beattyvfw.com/event/2016-3rd-annual-bullfrog-historic-poker-run/.

⁸⁸ "Building a Mountain Bike Destination - Beatty, Nevada Needs Your Help," *Southern Nevada Mountain Biking Association*, March 2015, http://www.snmba.net/2015/03/building-a-mountain-bike-destination-beatty-nevada-needs-your-help/.

⁸⁹ Nevada Department of Wildlife, "NDOW Game Management (Hunt) Units."

⁹⁰ Bureau of Land Management, "Las Vegas Valley BLM OHV Closure," Map, (2007),

http://www.blm.gov/style/medialib/blm/nv/field_offices/las_vegas_field_office/closure_maps/lv_valley_ohv_clos ure.Par.68444.File.dat/Closure_OHV_11_2007.pdf.

⁹¹ U.S. Fish and Wildlife Service, "Rules and Regulations: Camping," *Desert National Wildlife Refuge*, August 10, 2013, https://www.fws.gov/refuge/Desert/visit/camping.html.

4.1.3.3 Area 3 – Alternative 3C

This proposed withdrawal area is located entirely within the DNWR and also falls entirely within NDOW-designated bighorn sheep hunting units. This includes approximately 11,400 acres in Unit 282, 132,400 acres in Unit 283, and 83,100 acres in Unit 284.⁹² These units only allow for the hunting of desert bighorn sheep.

The area encompassed by Alternative 3C is entirely within the DNWR. Recreational activities allowed within the DNWR include camping, hunting, hiking, and wildlife viewing/photography. The DNWR is closed to OHV activities.

Within the proposed withdrawal area that overlaps the DNWR, there are several roads, trailheads, parking areas, and the Dead Horse Trail. In unrestricted areas, car campers are allowed to set up campsites anywhere that falls within 50 feet of a road. Backcountry camping is allowed throughout the unrestricted portion of the refuge, but must be at least a quarter mile away from water developments or springs.

4.1.4 Wildlife Water Resource Management

Watering holes are maintained within the range to supplement natural water sources used by wildlife and wild horses. There are a total of six maintained water holes within the NTTR used for wild horse and wildlife. However, many natural and historic water holes exist on the NTTR.⁹³ In addition, the USFWS has installed precipitation collection systems (guzzlers). There are 21 of these systems within the area of the DNWR that overlaps with the NTTR, each with a storage capacity of approximately 1,000 gallons. These water catchments are used by wild horses and wildlife located on the southeastern portion of the NTTR. See Figure 3-6 in Section 3.4.6 for guzzler, seeps, springs, and other water resource locations.⁹⁴

Wildlife habitat management on the NTTR is guided in large part by the *Nellis Air Force Base Final Integrated Natural Resources Management Plan* and the State of Nevada.⁹⁵ In addition, the Wild Horse Management MOU and Management Plan provide direction and procedures for the care and management of the wild horse population and habitat (See section 4.1.5). The protection of listed species and candidate species will be considered in all BLM actions and planning activities.

4.1.4.1 Area 1 – Alternative 3A

Alternative 3A does not contain any water resources, but does overlap with the Bullfrog Herd Management Area (HMA) to the south (see Figure 4-5).⁹⁶

⁹² Nevada Department of Wildlife, "NDOW Game Management (Hunt) Units."

⁹³ Natural Resources Team, 99 CES/CEIEA, "2013 Final Report - Wetlands, Seeps and Springs Surveys Nevada Test and Training Range," September 2014.

⁹⁴ U.S. Air Force, "Seeps and Springs of the NTTR and Proposed Expansion Areas: The Nevada Test and Training Range, Nellis Air Force Base, Draft Report."

⁹⁵ Nellis Air Force Base, *Nellis Air Force Base Final Integrated Natural Resources Management Plan*.

⁹⁶ U.S. Air Force, "Seeps and Springs of the NTTR and Proposed Expansion Areas: The Nevada Test and Training Range, Nellis Air Force Base, Draft Report."

4.1.4.2 Area 2 – Alternative 3B

Alternative 3B would extend the boundary of the NTTR further south, covering the southwest corner of the DNWR. This area includes an additional guzzler, but no other additional water features (Figure 3-6).⁹⁷

4.1.4.3 Area 3 – Alternative 3C

Alternative 3C would extend the boundary of the NTTR farther east into the DNWR, and includes five additional guzzlers or water catchments. The area also contains two perennial springs and a reservoir (Figure 3-6).⁹⁸

4.1.5 Wild Horse and Burro Management

The NWHR HMA Plan provides a summary of the NWHR and the management of the range. The NWHR was established in 1962 by a Cooperative Agreement with the Commander, Nellis AFB, and the State Director of the Nevada BLM. This was the first wild horse area established in the United States, in response to pressure from thousands of wild horse advocates across the nation. Although the primary purpose of the NTTR is for weapons development and training, the existence of wild horses on the NWHR is a secondary use of the lands.

In 1971, Congress passed the *Wild Free-Roaming Horses and Burros Act* of 1971 (P.L. 92-195), as amended, and promulgated 43 CFR 4700. In 1977, a five-party agreement was developed for protecting, developing, and managing natural resources, including the wild horses. In addition, the 2008 *Nevada Wild Horse Range Herd Management Area Plan* and the 1974 Wild Horse Management Area MOU provide management guidance for the wild horse population on the NTTR.⁹⁹ See the *Wild Horse Management Area MOU* in Appendix B; the *Nevada Wild Horse Range Herd Management Area MOU* in the BLM's *Nevada Test and Training Range Resource Management Plan* and *Final Environmental Impact Statement*.¹⁰⁰

4.1.5.1 Area 1 – Alternative 3A

Alternative 3A overlaps the Bullfrog HMA, managed by the BLM. The area of overlap equals 2,877 acres (Figure 4-5).

4.1.5.2 Area 2 – Alternative 3B

Alternative 3B overlaps with the Wheeler Pass HMA, which is managed by the BLM; the area of overlap equals 114.2 acres (Figure 4-6). Note that the HMA dataset has an undefined and potentially low level of precision that could create the impression of an overlap of this size, where one may not exist.

⁹⁷ U.S. Air Force, "Seeps and Springs of the NTTR and Proposed Expansion Areas: The Nevada Test and Training Range, Nellis Air Force Base, Draft Report."

⁹⁸ U.S. Air Force, "Seeps and Springs of the NTTR and Proposed Expansion Areas: The Nevada Test and Training Range, Nellis Air Force Base, Draft Report."

⁹⁹ Bureau of Land Management, Las Vegas Field Office, *Nevada Wild Horse Range Herd Management Area Plan*, 2008.

¹⁰⁰ Bureau of Land Management, *Record of Decision for the Approved Nevada Test and Training Range Resource Management Plan and Final Environmental Impact Statement.*

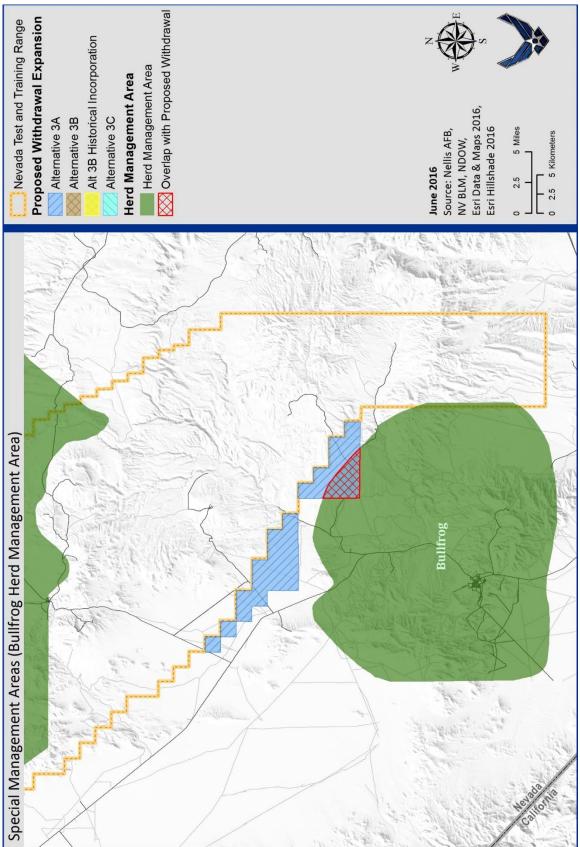


Figure 4-5: Bullfrog Herd Management Area Overlap

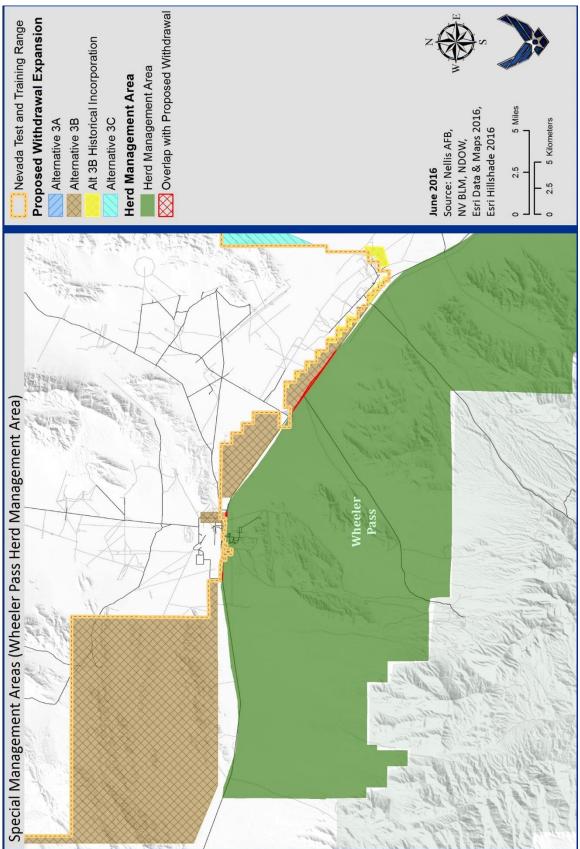


Figure 4-6: Wheeler Pass Herd Management Area Overlap

4.1.5.3 Area 3 – Alternative 3C

There are no active horse management areas within this withdrawal area

4.2 ADJACENT LAND USES

4.2.1 Desert National Wildlife Refuge

The DNWR was established by President Franklin D. Roosevelt in 1936 by EO 7373, amended in 1966 by PLO 4079, and amended again by PLO 7070 in 1994. The DNWR was further amended by PLOs 107-282 and 108-424 in 2002 and 2004, respectively.¹⁰¹ The southernmost boundary of the DNWR is shared with the boundary of Tule Springs Fossil Beds National Monument (The National Park Service) and the municipal boundaries of the cities of North Las Vegas and Las Vegas, Nevada. The refuge currently includes 1,614,554 acres, with 845,787 acres concurrently withdrawn by the USAF.¹⁰² Of this withdrawn area, the MLWA of 1999 (P.L. 106-65) transferred primary jurisdiction of 112,000 acres of bombing impact areas from the USFWS to the USAF, though the USFWS retains secondary jurisdiction over these lands. Per the 1999 MLWA, lands withdrawn from the DNWR are closed to the public for safety and security reasons.¹⁰³ The DNWR/NTTR shared use area is currently being administered under a joint-use MOU dated 22 December 1997.¹⁰⁴ This area can be seen in Figure 4-7.

All grazing rights within the DNWR have been eliminated through purchase or termination of permits. Recreational activities available on the DNWR include hunting, hiking, bird-watching, backpacking, and horseback riding. Bighorn sheep hunting is allowed within the shared use area, within Hunting Units 280, 281, and 282.¹⁰⁵ Access to the shared use area for the purpose of bighorn sheep hunting is governed by the DNWR MOU, the MLWA of 1999, and NDOW regulations.¹⁰⁶

Other important natural resources within the shared use area include migratory birds and the desert tortoise. The USFWS retains primary responsibilities for the protection of these resources, and the USAF has agreed to adhere to use restrictions intended to safeguard important species habitat.¹⁰⁷

¹⁰¹ U.S. Fish and Wildlife Service, *Desert National Wildlife Refuge Complex Final Comprehensive Conservation Plan and Environmental Impact Statement, Volume I.*

¹⁰² U.S. Fish and Wildlife Service, *Statistical Data Tables for Lands Under Control of the Fish and Wildlife Service (as of 9/30/2014)*.

¹⁰³ United States Senate, *Military Lands Withdrawal Act of 1999*.

¹⁰⁴ U.S. Department of the Air Force and Department of the Interior, "Memorandum of Understanding Between the U.S. Air Force, Air Combat Command and the Department of the Interior, U.S. Fish and Wildlife Service."

¹⁰⁵ U.S. Fish and Wildlife Service, "Desert National Wildlife Refuge Complex Final Comprehensive Conservation Plan and Environmental Impact Statement, Summary," August 2009,

https://www.fws.gov/uploadedFiles/CCP%20Summary.pdf; Nevada Administrative Code.

¹⁰⁶ U.S. Department of the Air Force and Department of the Interior, "Memorandum of Understanding Between the U.S. Air Force, Air Combat Command and the Department of the Interior, U.S. Fish and Wildlife Service"; United States Senate, Military Lands Withdrawal Act of 1999; "Bighorn Sheep."

¹⁰⁷ U.S. Department of the Air Force and Department of the Interior, "Memorandum of Understanding Between the U.S. Air Force, Air Combat Command and the Department of the Interior, U.S. Fish and Wildlife Service."

There is currently wilderness designation pending within the DNWR. Of the 845,787 acres of the DNWR that have been withdrawn by the USAF, approximately 590,000 acres have been proposed for wilderness designation. Until a decision is reached on the designation status of these lands, they are being managed as *de facto* wilderness. This designation affects both the kinds of management actions that the USFWS can take as well as the types of training that the USAF is allowed to perform within proposed wilderness areas.¹⁰⁸

4.2.2 Bureau of Land Management Lands

The BLM, under the DOI, is responsible for the management of the National System of Public Lands within the United States, including public lands in Nevada. In addition to BLM land, other federally owned lands adjacent to the NTTR fall within the jurisdiction of the DOE, the USFWS, and the National Park Service. With the exception of a few private land uses, such as the communities of Indian Springs and Tonopah, all adjacent lands are owned by one of these four agencies. Land managers and ownership are shown on Figure 4-7.

Management and permitted uses on the USFWS lands within the DNWR are discussed in the preceding paragraph. The lands withdrawn for use by DOE are closed to public access. Use of the surrounding BLM lands include recreational activities such as hunting, hiking, bird-watching, rockhounding, and off-road vehicle use. Other designations of surrounding BLM lands include grazing areas, herd management areas, and wilderness areas. These designations are discussed in Sections 0, 4.1.5, and 4.3, respectively.

4.2.3 Other Land Users

Aside from the Las Vegas metropolitan area, few other private land uses exist adjacent to the NTTR. The towns of Beatty and Tonopah and the unincorporated communities of Amargosa Valley, Goldfield, and Indian Springs are some of the communities located nearest to the NTTR.

Patented mining activities are also located at scattered locations outside of the NTTR boundaries. See Section 4.1.1, Figure 4-1, Figure 4-2, and Table 5.1 for more information on mining interests surrounding the NTTR.

¹⁰⁸ Beth E. Lachman et al., *The Nevada Test and Training Range (NTTR) and Proposed Wilderness Areas: Issues Affecting the NTTR's Land Withdrawal Renewal* (RAND, 2016), http://www.rand.org/pubs/research_reports/RR1105.html.

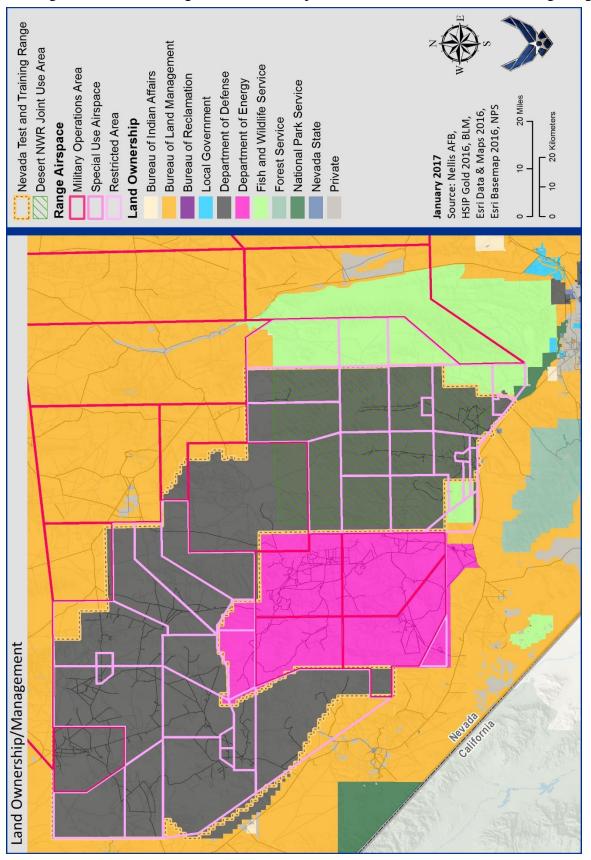


Figure 4-7: Land Managers and Ownership around the Nevada Test and Training Range

4.3 WILDERNESS AND WILDERNESS STUDY AREAS

"Wilderness" is defined by the *Wilderness Act* of 1964 (Public Law 88-57)¹⁰⁹ as

"... those areas where man and his works dominate the landscape, is hereby recognized as an area where the earth and its community of life are untrammeled by man, where man himself is a visitor who does not remain. An area of wilderness is further defined to mean in this Act an area of undeveloped Federal land retaining its primeval character and influence, without permanent improvements or human habitation, which is protected and managed so as to preserve its natural conditions and which (1) generally appears to have been affected primarily by the forces of nature, with the imprint of man substantially unnoticeable; (2) has outstanding opportunities for solitude or a primitive and unconfined type of recreation; (3) has at least five thousand acres of land or is of sufficient size as to make practicable its preservation and use in an unimpaired condition; and (4) may also contain ecological, geological, or other features of scientific, educational, scenic, or historic value."

The objective of *The Wilderness Act* was "to assure that an increasing population accompanied by expanding settlement and growing mechanization, does not occupy and modify all areas within the United States." The act established a National Wilderness Preservation System to be "administered for the use and enjoyment of the American people in such a manner as will leave them unimpaired for future use and enjoyment as wilderness . . . to provide for the protection of these areas and the preservation of their wilderness character."

The Wilderness Act mandated that four services—the BLM, United States Forest Service (USFS), the National Park Service (NPS), and the USFWS—review their lands for potential wilderness areas. Wilderness designation is intended to preserve areas in a primitive state that have little evidence of human activity. *The Wilderness Act* identified criteria for evaluating those areas and gave direction on how designated wilderness should be managed. The 2009 NTTR Comprehensive Range Plan (CRP) notes that approximately 882,000 acres of designated or proposed wilderness are under NTTR MOA airspace.¹¹⁰ Laws governing wilderness areas allow for low-level overflights, flight testing and evaluation, and for the designation of special use airspace. There are, however, potential operational limitations that result from the proposed wilderness status.

4.3.1 Wilderness and Wilderness Study Areas under NTTR Airspace

This subsection identifies wilderness and Wilderness Study Areas (WSAs) and their attributes. Figure 4-8 depicts the location of these areas under the Nellis Range Complex (NRC) airspace.

¹⁰⁹ U.S. Congress, *The Wilderness Act*, 1964,

https://wilderness.nps.gov/RM41/2_Authority/1964_WildernessAct16_USC_1131_1136.pdf.

¹¹⁰ Nellis Air Force Base, *Nevada Test and Training Range Comprehensive Range Plan, Nellis Air Force Base, Nev.:* 98th Range Wing, June 26, 2009.

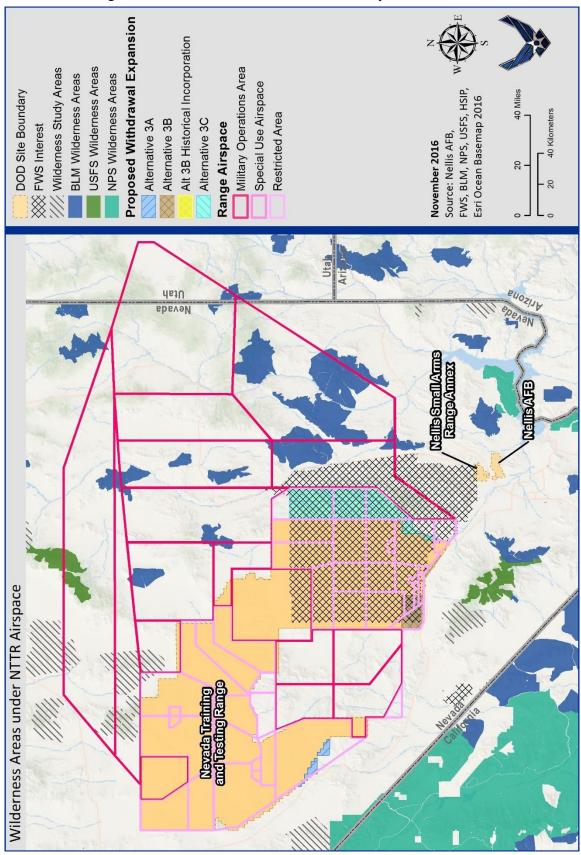


Figure 4-8: Wilderness and Wilderness Study Areas under the NTTR

4.3.1.1 Bureau of Land Management

Across the western states and Alaska, the BLM manages 517 WSAs that span approximately 12.6 million acres. The FLPMA of 1976 directed the BLM to inventory and study its roadless areas for wilderness characteristics.¹¹¹ To be designated by the BLM as a WSA, the area had to include the following features:

- Size roadless areas of at least 5,000 acres of public lands or of a manageable size
- Naturalness generally appears to have been affected primarily by the forces of nature
- **Opportunities** provides outstanding opportunities for solitude or primitive and unconfined types of recreation

In addition, WSAs often have special qualities or values. These qualities may include ecological, geological, educational, historical, scientific, and/or scenic values.

Between 1980 and 1991, each WSA was analyzed and studied through EISs (Table 4.1) prepared to evaluate the wilderness values, mineral and energy resources, recreational use, mineral and energy resource potential, livestock development maintenance and construction, vegetative manipulation projects, woodland product harvesting, and wildlife concerns. In addition, each wilderness study area was evaluated with regard to its representative contribution to the National Wilderness Preservation System, its proximity to population centers, its manageability in terms of its capability of being effectively managed as wilderness, and its social and economic impact.

The BLM submitted recommendations for wilderness designation to the Secretary of the Interior for eventual congressional action. Until such a time, the BLM's overarching management policy is to continue resource uses on lands designated as WSAs in a manner that maintains the area's suitability for preservation as wilderness as outlined in BLM Manual 6330, *Management of Wilderness Study Areas*. The policy will protect the wilderness characteristics of WSAs in the same or better condition than they were on October 21, 1976, until Congress makes a determination on whether or not these lands should be designated as wilderness; there is no time limitation on Congress, and Congress has sole authority to designate wilderness areas. As well, only Congress can release lands under wilderness review for uses other than wilderness.

There are a total of 108 WSAs and designated Wilderness Areas located in the state of Nevada (45 Wilderness Areas and 63 WSAs). Though none occur within the NTTR, three WSAs—Kawich, South Reveille, and Palisade Mesa—occur under NTTR airspace and total approximately 207,294 acres. In addition, 12 Wilderness Areas, totaling approximately 606,971 acres, are found under NTTR airspace (Figure 4-8 and Table 4.1).

¹¹¹ Bureau of Land Management and Office of the Solicitor, *The Federal Land Policy and Management Act, as Amended*, 1976, https://www.blm.gov/or/regulations/files/FLPMA.pdf.

Name	Acres	Brief Description	
Wilderness Areas			
Arrow Canyon	27,502	Arrow Canyon Range; wide valley cut by numerous washes; Arrow Canyon	
South Pahroc Range	25,671	Extremely rugged; deeply cut canyons; high ridges; large rounded boulders; heavily forested expanses	
Meadow Valley Range	123,508	Long ridgeline of the Meadow Valley Mountains; large bajada sloping easterly toward Meadow Valley Wash; Bunker Hills	
Delamar Mountains	111,066	Deep, twisting canyons; hills; peaks; washes; draws.	
Clover Mountains	85,668	Ancient volcanic center; rock outcrops in natural hues of pink, yellow, red, orange, and brown; twisting canyons; perennial waters	
Mormon Mountains	157,716	Mountain ranges and canyons that offer colorful geology, majestic wildlife, and amazing cultural sites	
Tunnel Spring	5,341	Steep mountainous canyons, long ridges, and rough drainages	
Worthington Mountains	30,594	Worthington Mountain Range; heavily dissected canyons, cliffs, knifelike limestone surfaces, natural arches, ancient forests, and limestone caves	
Weepah Springs	51,305	Isolated peaks, wandering canyons, walls of fossil bearing rocks, natural arches, and volcanic hoodoos; largest stand of ponderosa pine in eastern Nevada; 4,000-year-old rock art	
Big Rocks	12,930	Steep-sided mountains, high walled canyons, and areas covered with large jumbles of boulders	
Mount Irish	28,274	Forested with pinyon pine and juniper; canyons and limestone cliffs	
Parsnip Peak	43,512	Perennial springs, wildlife, and forested mountains; tall mounds of white volcanic rock	
Wilderness Study Area	IS		
Kawich	54,320	Mountainous country with a high central plateau and several peaks; two small one-half acre lakes	
South Reveille	106,200	Multi-ridged strip of steep-sided mountains, flat-topped summits, sheer cliffs, and large canyons	
Palisade Mesa	99,550	Fortress-like walls, volcanic craters, cinder cones, and lava flows	

Table 4.1: Wilderness Areas and Wilderness Study Areas Located under NTTR Airspace

Acreage: College of Forestry and Conservation's Wilderness Institute at The University of Montana, Arthur Carhart National Wilderness Training Center, and Aldo Leopold Wilderness Research Institute, "Wilderness.net," Wilderness.net, accessed January 23, 2017,

https://www.blm.gov/nv/st/en/fo/ely_field_office/blm_programs/wilderness/wilderness_area_information.html; Bureau of Land Management, "Arrow Canyon Wilderness," Arrow Canyon Wilderness, 2013,

https://www.blm.gov/nv/st/en/fo/lvfo/blm_programs/blm_special_areas/wilderness/wilderness_info_page/arrow_canyon_wilderness.html.

http://www.wilderness.net/; Bureau of Land Management, "Wilderness Study Areas (WSA)," Wilderness Study Areas (WSA), accessed January 23, 2017, https://www.blm.gov/nv/st/en/prog/blm_special_areas/wsas0.html.

Descriptions: Bureau of Land Management, "Ely District Wilderness Areas," Ely District Wilderness Areas, 2009,

4.3.1.1.1 <u>Area 1 – Alternative 3A</u>

No BLM-managed WSAs or Wilderness Areas occur in the Proposed Expansion Areas.

4.3.1.1.2 <u>Area 2 – Alternative 3B</u>

No BLM-managed WSAs or Wilderness Areas occur in the Proposed Expansion Areas.

4.3.1.1.3 <u>Area 3 – Alternative 3C</u>

No BLM-managed WSAs or Wilderness Areas occur in the Proposed Expansion Areas.

4.3.1.2 United States Forest Service

There are no USFS-designated Wilderness Areas on the NTTR. One USFS Wilderness Area is south of the NRC. The approximately 43,000-acre Mount Charleston Wilderness is located in the recently established Spring Mountain National Recreation Area in the Toiyabe National Forest. The two USFS Wilderness Areas under, or partially under, the NRC airspace are the Quinn Canyon and Grant Range Wilderness Areas (Figure 4-8). These are located in the Humboldt National Forest and are approximately 27,000 acres and 50,000 acres, respectively.

4.3.1.2.1 <u>Area 1 – Alternative 3A</u>

No USFS-managed Wilderness Areas occur in the Proposed Expansion Areas.

4.3.1.2.2 <u>Area 2 – Alternative 3B</u>

No USFS-managed Wilderness Areas occur in the Proposed Expansion Areas.

4.3.1.2.3 <u>Area 3 – Alternative 3C</u>

No USFS-managed Wilderness Areas occur in the Proposed Expansion Areas.

4.3.1.3 National Parks Service

No NPS-Managed Wilderness Areas are located within the NTTR or under NTTR airspace. The closest wilderness managed by the NPS is the Death Valley Wilderness, located to the west of the NTTR along the California/Nevada border (Figure 4-8).

4.3.1.3.1 <u>Area 1 – Alternative 3A</u>

No NPS-managed Wilderness Areas occur in the Proposed Expansion Areas.

4.3.1.3.2 *Area 2 – Alternative 3B*

No NPS-managed Wilderness Areas occur in the Proposed Expansion Areas.

4.3.1.3.3 <u>Area 3 – Alternative 3C</u>

No NPS-managed Wilderness Areas occur in the Proposed Expansion Areas.

4.3.1.4 United States Fish and Wildlife Service

Approximately 842,254 acres of the southeastern part of the NTTR overlaps the DNWR.¹¹² In the early 1970s, as required by the Wilderness Act, the USFWS evaluated DNWR lands for wilderness potential. In 1974, the DOI submitted a proposal to designate approximately 1.4 million acres of the DNWR, including a large portion, approximately 590,000 acres, located in the NTTR, as wilderness.¹¹³

Congress has not yet acted on this proposal; thus, a significant part of the overlapping land has been designated as "proposed wilderness," so as not to impair its wilderness qualities. This designation results in the land's being protected as *de facto* wilderness, even though Congress has not acted on the wilderness proposal. In addition, this designation restricts how the USAF can use the land and the airspace above it in its training, testing, and other operations, and limits what kinds of activities the USAF can undertake in managing the land.¹¹⁴ The USFWS stated in the 2009 DNWR Complex Comprehensive Conservation Plan (CCP), the management framework for the DNWR Complex, that it "plans to prepare a revised proposal" for the proposed wilderness areas as part of the implementation of the CCP. The USFWS has yet to develop this revised proposal.¹¹⁵

A 1997 memorandum of understanding (MOU) between the USFWS and the USAF regarding impact areas within the NTTR part of the DNWR allows the USAF to use approximately 112,000 acres in the DNWR for air-to-ground targeting,¹¹⁶ and Public Law 106-65 transferred primary jurisdiction of these impact areas to the USAF in 2000, with the Secretary of the Interior maintaining secondary jurisdiction for wildlife conservation purposes.¹¹⁷ The remaining acreage of the DNWR that overlaps with the NTTR is co-managed by the USAF and USFWS.

National wildlife refuges are managed for wildlife conservation and wildlife-dependent recreation. Per direction in the National Wildlife Refuge Improvement Act of 1997, the USFWS must manage the DNWR through implementation of a publicly reviewed CCP. The CCP provides a framework for management decisions on a national wildlife refuge for 10 to 15 years, ensuring "that management programs on the refuges are consistent with the mandates of the NWRS [National Wildlife Refuge System] and the purposes for which each refuge was established" and "that the management of the refuges fully considers resource priorities and management strategies identified in other federal, state, and local plans." The 2009 DNWR Complex CCP governs both the NTTR portions of the DNWR as well as the areas solely managed by the USFWS. The USAF did provide input during development of the current CCP.¹¹⁸

¹¹² Beth E. Lachman et al., *The Nevada Test and Training Range (NTTR) and Proposed Wilderness Areas: Issues* Affecting the NTTR's Land Withdrawal Renewal. ¹¹³ Ibid.

¹¹⁴ Ibid.

¹¹⁵ Nellis Air Force Base, Nevada Test and Training Range Comprehensive Range Plan, Nellis Air Force Base, Nev.: 98th Range Wing.

¹¹⁶ U.S. Department of the Air Force and Department of the Interior, "Memorandum of Understanding Between the U.S. Air Force, Air Combat Command and the Department of the Interior, U.S. Fish and Wildlife Service."

¹¹⁷ U.S. Congress, National Defense Authorization Act for Fiscal Year 2000, 1999,

https://www.gpo.gov/fdsvs/pkg/PLAW-106publ65/pdf/PLAW-106publ65.pdf.

¹¹⁸ Nellis Air Force Base, Nevada Test and Training Range Comprehensive Range Plan, Nellis Air Force Base, Nev.: 98th Ranae Wina.

4.3.1.4.1 <u>Area 1 – Alternative 3A</u>

No USFWS-managed lands occur in the Proposed Expansion Areas.

4.3.1.4.2 <u>Area 2 – Alternative 3B</u>

This proposed expansion area overlaps with approximately 52,551 acres of the DNWR and would be subject to the same limitations as experienced on other USFWS and USAF comanaged lands that occur on the NTTR.

4.3.1.4.3 <u>Area 3 – Alternative 3C</u>

This proposed expansion area overlaps with 364,433 acres of the DNWR and would be subject to the same limitations as experienced on other USFWS and USAF co-managed lands that occur on the NTTR.

4.3.2 Roadless Areas in the NTTR and Proposed Expansion Areas

BLM Manual 6310, *Conducting Wilderness Characteristics Inventory on BLM Lands*, defines roadless areas as "the absence of roads that have been improved and maintained by mechanical means to insure relatively regular and continuous use. A way maintained solely by the passage of vehicles does not constitute a road." A full evaluation of the roadless areas on the NTTR and within the proposed expansion areas has recently been conducted and found that a total of 1,921,750 acres within the NTTR meets BLM's roadless criteria (See Figure 4-9).¹¹⁹ However, if these areas are withdrawn by the USAF from the BLM or USFWS, these roadless areas would not be eligible for designation as wilderness. These lands would not meet the third criterion for suitability as wilderness as set by the *Wilderness Act* of 1964 and the BLM manual, because both require that the general public have open access to the land to use for solitude or primitive and unconfined types of recreation; neither of these uses would be allowed, because the land would be secured as an Air Force range.

4.3.2.1 Area 1 – Alternative 3A

A large portion of the proposed expansion area would meet the roadless area criteria for wilderness. However, lack of open public access would prevent these areas from being designated as wilderness.

4.3.2.2 Area 2 – Alternative 3B

A large portion of the proposed expansion area would meet the roadless area criteria for wilderness. However, lack of open public access would prevent these areas from being designated as wilderness.

4.3.2.3 <u>Area 3 – Alternative 3C</u>

A large portion of the proposed expansion area would meet the roadless area criteria for wilderness. However, lack of open public access would prevent these areas from being designated as wilderness.

¹¹⁹ U.S. Air Force, *Roadless Areas on the Nevada Test and Training Range and Proposed Expansion Alternatives: Draft Report,* December 2016.

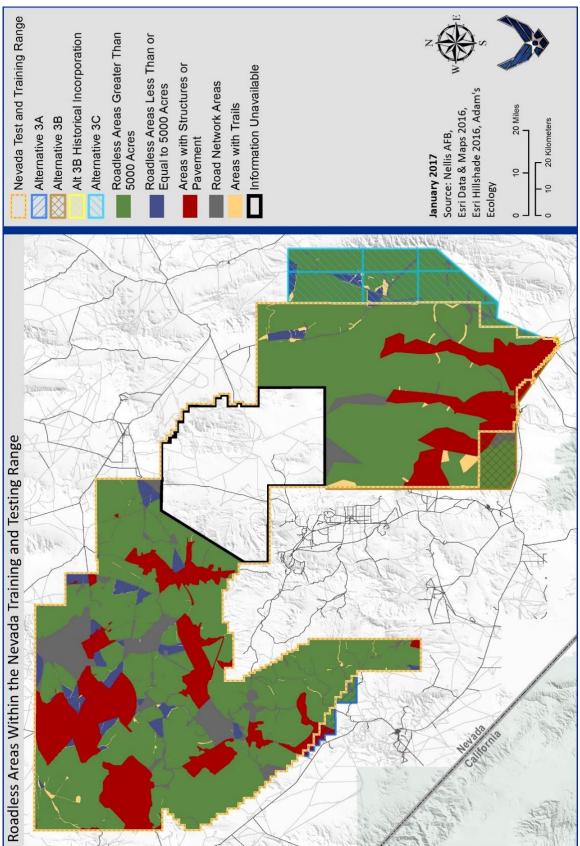


Figure 4-9: Roadless Areas within the NTTR

4.4 MINERAL AND ENERGY RESOURCE ASSESSMENT

4.4.1 Mineral Assessment

Several previous Energy and Mineral Resource Assessments have been completed on the NTTR and the Desert National Wildlife Refuge (DNWR). In 1993, an assessment included the East DNWR; in 1998, an assessment included the North and South Ranges of the NTTR and portions of the DNWR;¹²⁰ the 2014 Assessment updated the 1993 Assessment of the East DNWR;¹²¹ and in 2017, the USAF updated the 1998 report and included the three proposed areas for NTTR expansion.¹²² These assessments consisted of reviews of available data on geologic setting, metallic and industrial minerals, gemstones, uranium, geothermal resources, and oil and gas resources of the NTTR. As part of this assessment, geochemical characterization samples were collected and analyzed to determine background chemical characteristics of unaltered rocks. Mines and prospects were examined and sampled, as were stream sediments. To date, no economically viable precious metal or base metal deposits have been identified. A complete review can be found in the Mineral and Energy Resource Assessment of the NTTR.¹²³

4.4.2 Oil and Gas Potential

Petroleum exploration in Nevada has been sporadic over the past century, and the state produces only small amounts of crude oil.¹²⁴ Nevada's geology is complex, and no large oil fields have been identified.¹²⁵ The Qualitative petroleum potential map of Nevada indicates that oil and gas potential is low in the NTTR.¹²⁶ The 2017 Mineral and Energy Assessment Areas also determined that the potential for oil and gas resources in the NTTR is low, with the exception of the Tikaboo Valley and Pahranagat Range areas, where the potential for oil and gas resources is moderate.¹²⁷

4.4.3 Solar

Nevada contains excellent sites for developing a wide array of renewable energy resources, with solar and geothermal energy resources among the best in the nation.¹²⁸ Solar power and USAF testing and training can affect each other. Specifically, glare from solar mirrors has the potential to temporarily blind pilots. In addition, heat retained by solar towers produces an infrared glow

¹²⁰ Nevada Bureau of Mines & Geology, *Mineral and Energy Resource Assessment of the Nellis Air Force Range*, 1998.

¹²¹ John Muntean et al., "An Updated Mineral and Energy Resource Assessment of the Desert National Wildlife Range, Clark and Lincoln Counties, Nevada."

¹²² U.S. Air Force, Draft Energy and Mineral Resource Assessment Update: Nevada Test and Training Range Clark, Nye, and Lincoln Counties, Nevada, January 2017.

¹²³ Ibid.

¹²⁴ U.S. Energy Information Administration, "Nevada Field Production of Crude Oil," *Nevada Field Production of Crude Oil*, May 31, 2016, http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=MCRFPNV1&f=M.

¹²⁵ University of Nevada, Reno and Nevada Bureau of Mines & Geology, "Oil & Gas Historical Summary," *Oil & Gas Historical Summary*, 1988, http://www.nbmg.unr.edu/Oil&Gas/HistoricalSummary.html.

¹²⁶ Larry J. Garside and Ronald H. Hess, *Qualitative Petroleum Potential Map of Nevada*, 2007.

¹²⁷ U.S. Air Force, Draft Energy and Mineral Resource Assessment Update: Nevada Test and Training Range Clark, Nye, and Lincoln Counties, Nevada.

¹²⁸ American Council on Renewable Energy, *Renewable Energy in the 50 States: Western Region, Renewable Energy in Nevada*, September 2014, http://www.acore.org/files/pdfs/states/Nevada.pdf.

that can disrupt infrared targeting systems.¹²⁹ The height of solar towers limits the altitudes at which the USAF can fly, because pilots are required to maintain a minimum altitude above ground structures, and the location of a solar power tower can affect the ability for testing of new radar systems or other testing such that the impact cannot be mitigated.¹³⁰ Southwest Nevada has a comparative advantage in producing solar energy; Nevada is one of four states that have the greatest number of "premium" solar sites in the country,¹³¹ with the highest potential for solar energy occurring in the southern region of the state.¹³²

The USAF has embraced the utilization of solar power. Currently, a 14-megawatt, 140-acre photovoltaic power station located within Nellis AFB has generated more than 25 percent of the power used at the installation since its activation in December 2007.¹³³ In addition, an extension was completed in February 2016 and will generate an additional 15 megawatts of power.¹³⁴ The electricity from both solar arrays is expected to provide 42 percent of the energy needed to power the installation.¹³⁵

4.4.4 Geothermal

Despite Nevada's state-wide ability to develop geothermal energy, the NTTR has relatively low potential for high temperature geothermal resources compared to the remainder of the Great Basin. The 1998 Mineral and Energy Assessment determined the potential for moderate- and high-temperature geothermal systems within the boundaries of the NTTR to be low.¹³⁶ Revaluation in 2017 suggests that no change to the geothermal resource potential of the NTTR is warranted.¹³⁷

¹²⁹ Keith Rogers, "Green Power Turning Air Force Blue," *Las Vegas Review-Journal*, August 24, 2010, http://www.reviewjournal.com/business/energy/green-power-turning-air-force-blue.

¹³⁰ Melissa Baker, Hannah Vargason, and Jonathan Yost, *Renewable Energy and the Nevada Test and Training Range* (The College of William and Mary, December 15, 2010).

¹³¹ Mark S. Mehos and Brandon Owens, "An Analysis of Siting Opportunities for Concentrating Solar Power Plants in the Southwestern United States" (World Renewable Energy Conference VIII, Denver, CO, 2004).

¹³² Department of Energy, "Clean Energy in My State: Nevada," accessed June 3, 2016,

http://apps1.eere.energy.gov/states/maps.cfm/state=NV.

¹³³ Department of Energy, *Nellis Air Force Base Solar Array Provides Model for Renewable Projects*, March 24, 2010, http://energy.gov/articles/nellis-air-force-base-solar-array-provides-model-renewable-projects.

¹³⁴ Sun Power Corp., "New 15-Megawatt Solar Plant Operating At Nellis Air Force Base," *PR Newswire*, February 16, 2016, http://www.prnewswire.com/news-releases/new-15-megawatt-solar-plant-operating-at-nellis-air-force-base-300220872.html.

¹³⁵ American Council on Renewable Energy, *Renewable Energy in the 50 States: Western Region, Renewable Energy in Nevada*.

¹³⁶ Nevada Bureau of Mines & Geology, *Mineral and Energy Resource Assessment of the Nellis Air Force Range*.

¹³⁷ U.S. Air Force, Draft Energy and Mineral Resource Assessment Update: Nevada Test and Training Range Clark, Nye, and Lincoln Counties, Nevada.

4.4.5 Wind

Nevada has wind power potential along ridgelines across Nevada.¹³⁸ The federal government controls almost 85 percent of all land in the state; thus, most large-scale projects require some federal rights-of-way for development.¹³⁹ Nevada has the onshore wind potential to meet more than 60 percent of the state's electricity needs. The state's first utility-scale wind project came online in 2012 and is located in the eastern part of the state.

¹³⁸ Department of Energy, "WINDExchange: Nevada Wind Resource Map and Potential Wind Capacity," *WINDExchange: Nevada Wind Resource Map and Potential Wind Capacity*, September 24, 2015, http://apps2.eere.energy.gov/wind/windexchange/wind_resource_maps.asp?stateab=nv.

¹³⁹ Carol Hardy Vincent, Laura A. Hanson, and Jerome P. Bjelopera, *Federal Land Ownership: Overview and Data* (Congressional Research Service, December 29, 2014), http://fas.org/sgp/crs/misc/R42346.pdf.

5.0 U.S. AIR FORCE AND LAND USE RELATIONSHIPS

5.1 BUREAU OF LAND MANAGEMENT

5.1.1 Bureau of Land Management Mission

The BLM's mission is "to sustain the health, diversity, and productivity of America's public lands for the use and enjoyment of present and future generations."¹⁴⁰ The BLM was formed when the General Land Office and Grazing Service ceased to exist as a result of the *Reorganization Plan No.3 Act* of 1946. The BLM was organized and placed under the Secretary of the Interior. It became responsible for a multitude of assets, ranging from the more traditional resources of timber, range, and minerals, to exotics such as cultural resources and air quality. The BLM administers more than 245 million acres of public land, most of it in Alaska and the western states of Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming. The BLM is also responsible for the management of more than 700 million acres of federally owned minerals. In managing these lands, the BLM is guided by the principles of multiple-use, sustained yield, and a recognized need to protect and enhance the natural and human environment.¹⁴¹

5.1.2 Land Uses and Relationship with U.S. Air Force

The principle of multiple-use extends to the use of public lands for national defense and security. All public lands, including some lands withdrawn from public use and access, when specified in the withdrawal, are under the management and jurisdiction of the BLM. All uses, policies, and programs within the withdrawn lands must meet all federal requirements mandated and administered through the BLM. Land uses associated with BLM responsibilities are shown on Figure 5-1.

5.1.3 Areas of Use

The BLM maintains the primary jurisdiction of the NTTR lands, excluding the DNWR. The BLM has one primary use area within the NTTR: the NWHR. This area is shown on Figure 5-2. In addition, the legal description of the NWHR is included in Appendix C.

5.1.4 Land Use Management Practices

The use and management of these areas are defined within the MOUs and related management plans. These include the Five-Party MOU, the Wild Horse Management Area MOU, Hunting MOUs, and various RMPs.

The Five-Party Cooperative Agreement was signed by the primary land stewards in the region: USAF, DOE, USFWS, BLM, and the State of Nevada. The latest agreement was signed in November 1997, and specifies at least one meeting annually and one public meeting annually.

¹⁴⁰ "About the BLM," The Bureau of Land Management, accessed July 11, 2016,

http://www.blm.gov/wo/st/en/info/About_BLM.html.

¹⁴¹ Ibid.

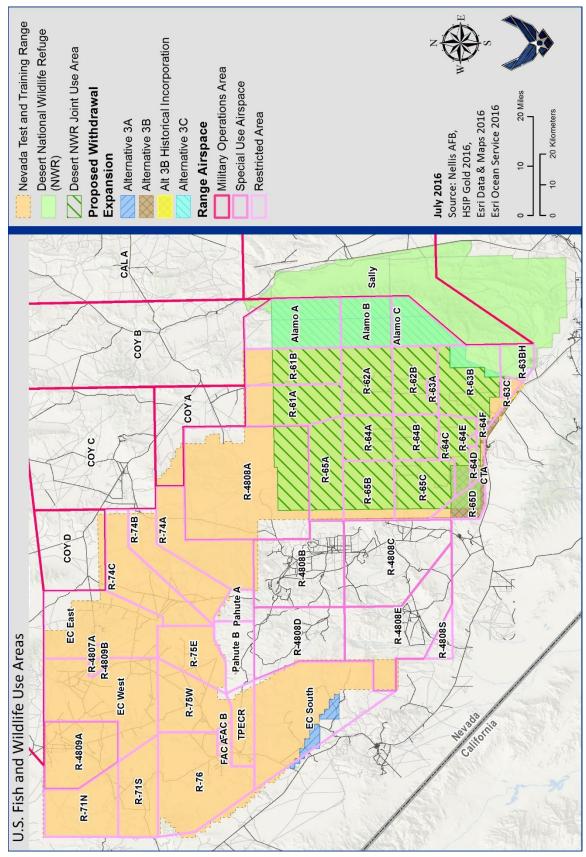
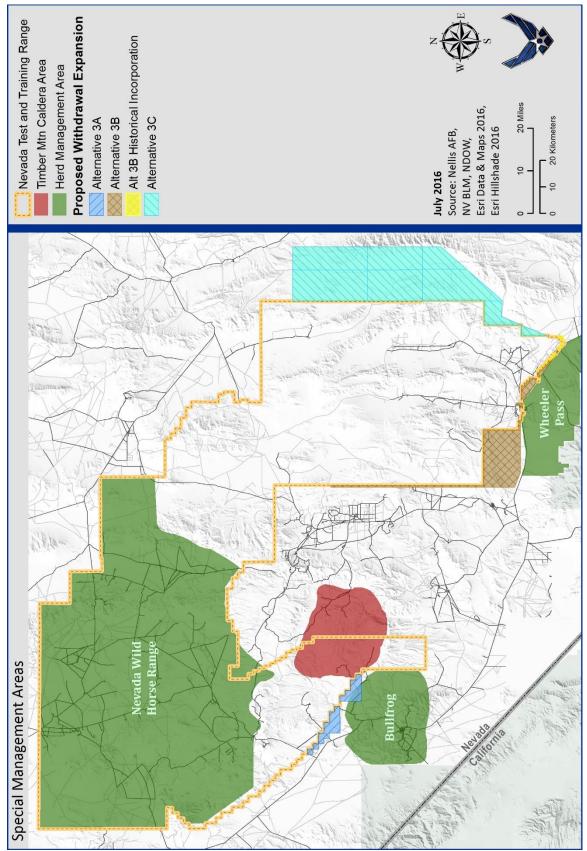


Figure 5-1: United States Fish and Wildlife Service Managed Use Areas





In addition to the BLM Resource Plan, the USAF and DOD have several resource management directives for military lands, including those public lands withdrawn for military use. These include DODI 4715.3, AFI 32-7065, *Cultural Resources Management*, and 32-7064, *Integrated Natural Resources Management*.

5.1.5 Proposed Land Use or Management Changes

No land use changes are proposed for the BLM-managed areas within the NTTR. Management of the range and its resources will continue to be done in accordance with the policies, practices, and plans that are currently in place. Additional management plans will be implemented as they are completed.

5.1.6 Summary of Memoranda of Understanding

The current MOUs and agreements between the USAF and the BLM are summarized and provided in Appendix B.

5.2 DEPARTMENT OF ENERGY

5.2.1 Department of Energy Mission

The DOE NNSA Site Office maintains and enhances the safety, security, reliability, and performance of the U.S. nuclear weapons stockpile without nuclear testing; works to reduce global danger from weapons of mass destruction; provides the U.S. Navy with safe and effective nuclear propulsion; and responds to nuclear and radiological emergencies in the United States and abroad.

5.2.2 Land Uses and Relationship with the U.S. Air Force

In the years following World War II, a suitable area was needed to conduct nuclear weapons testing. The criteria for such an area were low population density, favorable geology and year-round weather conditions, safety and security, accessibility, and available labor resources. An area within the NTTR met these requirements. In 1952, the land was withdrawn for the NNSS. Additional land was acquired through other withdrawals in 1958, 1961, and 1964, and through an MOU with the USAF in 1967 for use of Pahute Mesa. The NTTR is also jointly used by the USAF and the DOE, and relationships and responsibilities are defined in the NTTR MOU. In addition, an access Right-of-Way agreement has been entered into for the DOE's use of the Yucca Mountain area as part of the ongoing site characterization for a depository for spent nuclear waste. In 2000, the NNSA was created by Congress as a semi-autonomous agency within the DOE that is responsible for enhancing national security through the military application of nuclear energy. The Nevada Operations Office was renamed the "NNSA Nevada Site Office" as part of this change. Appendix B contains a summary and copy of the MOUs and agreements that define the relationship between the USAF and DOE in use of the NTTR. Land uses associated with DOE jurisdictions and use is shown on Figure 5-3.

5.2.3 Areas of Use

The DOE has several land uses within the NTTR. These include the Pahute Mesa area, the TTR, and the Yucca Mountain Site Characterization Study Area. The locations of these land uses are on Figure 5-3. A legal description of the TTR is included in Appendix C, Legal Descriptions.

5.2.4 Land Use Management Practices

The Umbrella MOU between the USAF and DOE provides the basic concept of shared responsibility and cooperative use of the NTTR. In addition, the Five-Party MOU provides guidance on the management of the natural and cultural resources of the withdrawn public lands. All management practices and procedures ultimately must be sanctioned by the BLM, because it is the federal agency that is responsible for all public lands.

5.2.5 **Proposed Land Use or Management Changes**

P.L. 106-65 transferred the Pahute Mesa area to DOE control as part of the NNSS. The transfer of Pahute Mesa is considered to be permanent, and will not come up for extension.

5.2.6 Summary of Memoranda of Understanding

Copies of the MOUs and agreements that cover the DOE and USAF relationships are found in Appendix B.

5.3 UNITED STATES FISH AND WILDLIFE SERVICE

5.3.1 United States Fish and Wildlife Service Mission

"The mission of the Fish and Wildlife Service is: to conserve, protect and enhance the nation's fish, wildlife, plants and their habitats for the continuing benefit of the American people."¹⁴²

5.3.2 Land Uses and Relationship with U.S. Air Force

The USFWS is responsible for the administration and management of the DNWR. Jurisdiction of the DNWR, including the joint-use area shared with the USAF, rests with the USFWS. The DNWR includes approximately 1,588,818 acres, with 826,000 acres also withdrawn for military uses.

Within this joint-use area, the military conducts several training activities, including bombing and targeting areas. The way in which the USAF can use this joint-use area is defined in both the USAF–USFWS MOU (updated December 1997) and within the MLWA of 1999, P.L. 106-65.

¹⁴² U.S. Fish and Wildlife Service, "Fish and Wildlife Service," accessed December 31, 2014, https://www.fws.gov/.

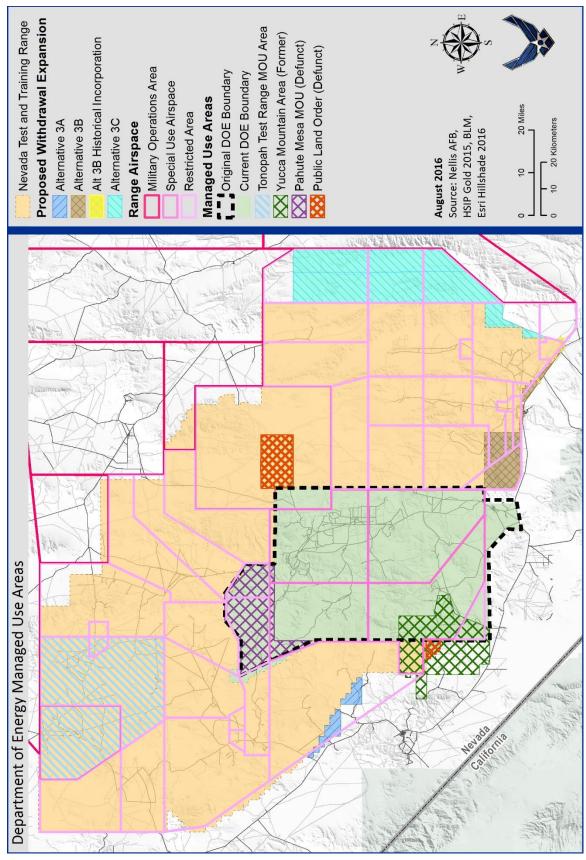


Figure 5-3: Department of Energy Managed Use Areas

5.3.3 Areas of Use

A significant portion of the NTTR overlaps some land within the DNWR that has been designated as proposed wilderness. Restrictions that the USAF and the USFWS are observing in proposed wilderness areas (approximately 590,000 acres) located in land co-managed by the NTTR and the DNWR can complicate operational practices conducted on these lands.¹⁴³ The legal description of the joint-use area of the DNWR is included in Appendix C, Legal Descriptions. The DNWR, proposed wilderness areas, and the joint-use area of the NTTR are shown on Figure 5-1.

5.3.4 Land Use Management Practices

The DNWR MOU is the guide in the use and management of the joint-use area of the DNWR. The MOU spells out how, what, and where the USAF can carry out training operations. The current MOU is dated December 22, 1997. The MLWA of 1999 gave primary jurisdiction of the joint-use area to the USFWS.

5.3.5 **Proposed Land Use or Management Changes**

The proposed expansion of the training program at Silver Flag Alpha will not increase the area of impact to the DNWR/NTTR joint-use area. An EA of the *Regional Training Area Expansion*, *U.S. Air Force 99th Ground Training Flight Indian Spring Air Force Auxiliary Field*, was completed in October 1996. This EA found no impact upon the current use of the DNWR joint-use area, and the proposed uses are not outside of the MOU's basic policy and procedures for shared use.

5.3.6 Summary of Memorandum of Understanding

A copy of the MOU between the USAF and the USFWS is found in Appendix B.

5.4 STATE OF NEVADA LAND USE ISSUES

One MOU exists between the State of Nevada and the USAF with respect to land use. The State of Nevada Clearinghouse MOU defines the policies and relationship between state and local governments and the USAF, requiring notification from the USAF concerning any land and air use changes on the NTTR and its adjacent lands. This MOU is found in Appendix B.

5.5 NEVADA DEPARTMENT OF WILDLIFE

5.5.1 Nevada Department of Wildlife Mission

"To protect, preserve, manage and restore wildlife and its habitat for the aesthetic, scientific, educational, recreational, and economic benefits to citizens of Nevada and the United States, and to promote the safety of persons using vessels on the waters of Nevada.¹⁴⁴

¹⁴³ Beth E. Lachman et al., *The Nevada Test and Training Range (NTTR) and Proposed Wilderness Areas: Issues Affecting the NTTR's Land Withdrawal Renewal.*

¹⁴⁴ "Our Agency," Nevada Department of Wildlife, n.d., accessed November 3, 2016.

5.5.2 Land Uses and Relationship with the U.S. Air Force

The NDOW restores and manages fish and wildlife resources within Nevada. The USAF consulted extensively with the NDOW during the creation of the 2004 NTTR RMP/ROD, which includes a series of management actions to meet the desired resource conditions for upland and riparian vegetation, wildlife habitats, cultural and visual resources, wild horse management, livestock grazing, limited hunting recreation and military mission and safety objectives. One of the management actions allows for the evaluation of discretionary activities proposed in bighorn sheep habitat on a case-by-case basis, granting authorization if the proposed actions (such as hunting) are consistent with the goals and objectives of the 1988 Rangewide Plan for Managing Desert Sheep Habitat on Public Lands.¹⁴⁵

A governor-appointed Nevada Board of Wildlife Commissioners establishes broad policy and hunting regulations for all types of game within Nevada, categorizing the regulations by areas known as "hunt units." Portions of Hunt Units 252, 280, 281, and 282 are within the NTTR where public access is restricted, but during the proper hunting season, access may be granted to approved hunters who pass a criminal history background check, are greater than 14 years old, and who attend the Nellis Air Force Base hunter safety briefing. Only small hunting parties (no more than five people at a time) are allowed to hunt bighorn sheep in the NTTR portion of Unit 252, known as Stonewall Mountain.¹⁴⁶ The Nevada Board of Wildlife Commissioners delegates authority to the NDOW to adjust season dates to accommodate DOD operations as long as there is no change to the overall length of the season.¹⁴⁷

Hunters and everyone in their respective hunting parties must comply with all Nevada hunting requirements and all NTTR safety and security requirements. Anyone who fails to comply with these requirements may be denied access to the NTTR.¹⁴⁸

5.5.3 Areas of Use

NDOW land use within the NTTR occurs where the hunting units overlap the restricted area. More information about the hunting units and the amount of area they intersect can be found in Section 4.1.3.

5.5.4 Proposed Land Use or Management Changes

No land use changes are proposed for the NDOW-managed hunt units within the NTTR. Management of the range and its resources will continue to be done in accordance with the policies, practices, and plans that are currently in place. The percentage of the hunt units that require adherence to NTTR safety and security requirements may increase if the expansion proposal is implemented. Additional management plans will be implemented as they are completed.

¹⁴⁵ Bureau of Land Management, *Record of Decision for the Approved Nevada Test and Training Range Resource* Management Plan and Final Environmental Impact Statement.

¹⁴⁶ "Bighorn Sheep."

¹⁴⁷ Nevada Board of Wildlife Commissioners, 2016 Big Game Seasons, Amendment 2, CR 15-09, 2016,

http://www.ndow.org/uploadedFiles/ndoworg/Content/Hunt/Resources/Big-Game-Season-Hunt-Advisories.pdf. ¹⁴⁸ Ibid.

5.5.5 Summary of Memorandum of Understanding

A copy of the Stonewall Mountain Bighorn Sheep Management MOU between the USAF and the NDOW is found in Appendix B.

5.6 LOCAL COUNTY LAND USE ISSUES

The State of Nevada Clearinghouse MOU, noted above, defines the policies and procedures concerning notification to local governments within the State of Nevada concerning USAF use of the NTTR and its adjoining lands. This MOU is found in Appendix B.

5.7 PRIVATE LAND OWNERS AND PUBLIC RIGHTS OR CLAIMS

5.7.1 Mining Claims

According to Sec. 3021 (a)(1) of the MLWA of 1999, the Secretary of the Interior is required to determine, with the concurrence of the Secretary of the Air Force, which public and acquired lands are considered suitable for opening to the operation of the Mining Law of 1872, the *Mineral Lands Leasing Act* of 1920, the *Mineral Leasing Act for Acquired Lands* of 1947, the *Geothermal Steam Act* of 1970, or any one or more of such acts. The Secretary of the Interior shall publish a notice in the Federal Register listing the lands determined suitable pursuant to the MLWA of 1999.¹⁴⁹ This does not include those lands that are part of the DNWR. Withdrawn lands that are part of the DNWR have an additional control on public access established through a MOU between Nellis AFB and the USFWS.¹⁵⁰ In addition, lands within the DNWR have been withdrawn from location and entry under the United States mining laws (30 U.S.C. Ch. 2) through August 3, 2034 by PLO 7828 (2014), which extends PLO 7070 (1994) by 20 years. Lands withdrawn from location and entry under the United States mining laws are not withdrawn from leasing laws.¹⁵¹

In the summer of 2014, the USAF submitted a letter with its determination on whether the lands withdrawn for the NTTR are considered suitable for opening under the mineral laws described in the previous paragraph. In part, this letter states "that the lands under the Nevada Test and Training Range are closed to public access. They are specifically withdrawn from all forms of appropriation under the mining laws and the geothermal laws. The USAF has no lands suitable for these activities and will continue to enforce current public access policy."¹⁵² This determination leaves the NTTR closed to all mining exploration and would restrict any new patents to minerals only on valid existing mining claims within the boundaries of the NTTR, of which there are none. The next determination by the Secretary of the Interior and the Secretary of the Air Force regarding opening of NTTR withdrawn land to mineral exploration and development is due in Summer 2019.

¹⁴⁹ United States Senate, *Military Lands Withdrawal Act of 1999*.

¹⁵⁰ U.S. Department of the Air Force and Department of the Interior, "Memorandum of Understanding Between the U.S. Air Force, Air Combat Command and the Department of the Interior, U.S. Fish and Wildlife Service."

 ¹⁵¹ Bureau of Land Management, "Public Land Order No. 7828; Extension of Public Land Order No. 7070; Nevada."
 ¹⁵² Colonel Richard H. Boutwell (USAF), letter to Ms. Amy Leuders (BLM), "5 Year Review Determination Regarding Public Access to Withdrawn NTTR Lands."

Toposed Windrawar Areas						
Patent # / Serial #	Claim Name	Claimants	Patented	Status	Location	
Mining Claims						
NMC635691	Tank #15	George E. and Larene M. Younghans	No	Active	Proposed Withdrawal Area 3A	
Mineral Pate	nts - Lode					
0004277	Nancy Donaldson Lode	Nancy Donaldson Mining Co	Yes	Authorized	NTTR	
0006238	Mohawk Lode	William Shimmin	Yes	Authorized	NTTR	
0006372	Golden Chariot Lode (Includes Feutsch Mine)	Golden Chariot Jamestown Mining	Yes	Authorized	NTTR	
0009618	Hope Now Lode Claime	Dudley Degge	Yes	Authorized	NTTR	
0015073	Blue Horse Lode	T J Bell Land and Livestock Co	Yes	Authorized	NTTR	
0016683	Southern Groom Lode	Groom Southend Mining Co	Yes	Authorized	NTTR	
0016684	South End Lode	Groom Southend Mining Co	Yes	Authorized	NTTR	
NVNVAA 006180	Peacock Lode	Peacock Gold Grater Mining Co	Yes	Authorized	NTTR	
NVNVAA 006199	White Lake	J W Baker	Yes	Authorized	NTTR	
NVNVAA 006200	White Lake No 2	J W Baker	Yes	Authorized	NTTR	
NVCC 0000443	Revenue Lode	Goldfield Columbia Gold Mining	Yes	Authorized	NTTR	
Patented Lands						
3379	Cadwalader Millsite	Patricia Sagers	Yes	Active	NTTR	
9368	Sterlling Millsite	Reland Johnson	Yes	Active	NTTR	

Table 5.1: Mining Claims and Patented Lands within the Nevada Test and Training Range and Proposed Withdrawal Areas

Source: "Reports Menu for LR2000 Public Reports," Bureau of Land Management, accessed May 24, 2016,

https://rptapp.blm.gov/menu.cfm?appCd=2; "General Land Office Records," Bureau of Land Management, accessed May 24, 2016,

http://www.glorecords.blm.gov/search/default.aspx?searchTabIndex=0&searchByTypeIndex=0; email message to Jason See Thomas Seley, "Re: NTTR Land Use Report," January 11, 2017.

It should be noted that all valid existing rights will continue to be recognized; however, public access is not permitted at this time, per the USAF's 2014 determination letter.¹⁵³ Currently, there are no mining claims nor oil and gas leases located within the NTTR. All of the patented and unpatented mining claims and all of the oil and gas leases have either expired or were purchased via eminent domain in 2015.¹⁵⁴ Land within the NTTR will not be available for re-leasing unless it is otherwise determined to be opened to the public during any of the evaluations conducted every five years.¹⁵⁵ Table 5.1 above provides a summary of the existing patented lands and mineral patents located on the NTTR, as well as the active mining claim located within a proposed withdrawal area.

Within proposed withdrawal area Alternative 3A, there is one active mining claim, as shown in Table 5.1 and Figure 4-2 in Section 4.1.1.1. There are no active mining claims in any of the other proposed withdrawal areas. There are no active mineral leases, or oil and gas leases, in any of the proposed withdrawal areas.¹⁵⁶

5.7.2 Rights-of-Way

The existing rights-of-way within the NTTR are documented in Table 5.2. Lands within the NTTR will continue to be available for right-of-way use. The BLM will, however, issue rights-of-way for nonmilitary uses only with the concurrence of the Secretary of the Air Force. These rights-of-way applications will be analyzed on a case-by-case, site-specific basis. As a general rule, utility corridors are not compatible with military uses of the range and will not be designated within the NTTR.

Proponent	Project Description	Acres	Status
NTTR	-	-	
Army Corps of Engineers	ROW - Comm Site - Federal Facility	154	Authorized
Army Corps of Engineers	ROW - Road - Federal - 44LD513	160	Authorized
City of North Las Vegas	ROW - Roads	28	Authorized
Clark County Vegas PBS	ROW - Comm Site - FLPMA	40	Pending
Clark County Water Reclamation District	ROW - Water Facility	65	Authorized
Department of Energy	ROW - Comm Site - Federal Facility	0.04	Authorized
Department of Energy	ROW - Comm Site - Federal Facility	10	Pending
Department of Energy	ROW - Comm Site - FLPMA	81	Authorized

Table 5.2: Rights-of-Way Within NTTR and Proposed Withdrawal Areas.

153 Ibid.

¹⁵⁴ United States of America v. 400 acres of Land, More or Less, Situate in Lincoln County, State of Nevada; and Jessie J. Cox, et al.

¹⁵⁵ Bureau of Land Management, *Record of Decision for the Approved Nevada Test and Training Range Resource Management Plan and Final Environmental Impact Statement.*

¹⁵⁶ "Reports Menu for LR2000 Public Reports"; "General Land Office Records," *Bureau of Land Management*, accessed May 24, 2016,

http://www.glorecords.blm.gov/search/default.aspx?searchTabIndex=0&searchByTypeIndex=0.

Proponent	Project Description	Acres	Status
Department of Energy	ROW - Water Facility	852	Authorized
Department of Energy	ROW - Other - Federal - 44LD513	2037	Authorized
Department of Energy	ROW - Power Transmission - FLPMA	4220	Authorized
Dionigi Radoni	Homestead Entry - Original	80	Authorized
FTV Communications	ROW - Telephone Telegraph - FLPMA	88	Authorized
Hecate Energy NV Solar LLC	ROW - Solar Development Facility	157	Pending
Kern River Gas Transmission Co	ROW- Oil & Gas Pipelines	1149	Authorized
Los Angeles and Salt Lake Railroad Co	RR & Stations Outside AK	6609	Authorized
MCI Worldcom Network Service Inc	ROW - Telephone Telegraph - FLPMA	205	Authorized
MCI Worldcom Network Service Inc	ROW - Telephone Telegraph - FLPMA	205	Authorized
National Park Service	Withdrawal - Bureau of Land Management - Special Designation	23040	Authorized
Nevada Bell Telephone Co	ROW - Telephone Telegraph - FLPMA	22706	Authorized
Nevada Department of Transportation	Federal Aid Highway (Section 17)	69.58	Authorized
Nevada Department of Transportation	Federal Aid Highway (Section 17)	70	Authorized
Nevada Department of Transportation	Material Site (Section 317)	91	Authorized
Nevada Department of Transportation	Material Site (Section 317)	113	Authorized
Nevada Department of Transportation	ROW - Roads under Revised Statute 2477	481	Authorized
Nevada Department of Transportation	Federal Aid Highway (Section 317)	507	Authorized
Nevada Department of Transportation	Federal Aid Highway (Section 17)	5094	Authorized
Nevada Department of Transportation	Federal Aid Highway (Section 17)	7593	Authorized
NV Energy	Permits SEC 302 - FLPMA	3	Pending
NV Energy	ROW - Telephone Telegraph - FLPMA	29	Authorized
NV Energy	ROW - Power Transmission - FLPMA	81	Authorized
NV Energy	ROW - Power Transmission - FLPMA	85	Pending
NV Energy	ROW - Power Transmission Line	160	Authorized

Proponent	Project Description	Acres	Status
NV Energy	ROW - Power Transmission Line	282	Authorized
NV Energy	ROW - Power Transmission - FLPMA	570	Authorized
NV Energy		589	Authorized
NV Energy	ROW - Power Transmission - FLPMA	637	Authorized
NV Energy	ROW - Power Transmission - FLPMA	986	Authorized
NV Energy	ROW - Power Transmission - FLPMA	11850	Authorized
NV Energy*	ROW - Power Transmission Line	28	Authorized
Qwest Communications Co LLC	ROW - Telephone Telegraph - FLPMA	6212	Authorized
Southern Nevada Water Authority	ROW - Water Facility	6383	Authorized
Southwest Gas Corporation	ROW- Oil & Gas Pipelines	27	Authorized
Southwest Gas Corporation	ROW- Oil & Gas Pipelines	28	Authorized
Southwest Wireless LP DBA Verizon Wireless*	ROW - Comm Site - FLPMA	1912	Pending
Southwest Wireless LP DBA Verizon Wireless*	ROW - Comm Site - FLPMA	1912	Pending
U.S. Air Force	ROW - Telephone Telegraph - Federal Facility	7429	Authorized
U.S. Fish and Wildlife Service*	Withdrawal - Fish and Wildlife Service - Wildlife Management System	279268	Authorized
U.S. Fish and Wildlife Service*	Withdrawal - Fish and Wildlife Service - National Refuge System	786582	Authorized
Valley Electric Association	ROW - Power Transmission - FLPMA	16609	Authorized
Valley Electric Association*	ROW - Power Transmission Line	77800	Pending
Verizon Wireless	ROW - Boulder Can Project	0.005	Authorized
Whittrio Inc DBA Stimulus Technologies	ROW - Comm Site - FLPMA	170	Authorized
Alternative 3A			
Bureau of Land Management	Unauthorized Development	5	Pending
Corps of Engineers	ROW - Roads	21	Authorized
Department of Energy	ROW- Power Line - Federal Facility	611	Pending
U.S. Geological Survey	ROW-Water Facility - Federal	1	Authorized
U.S. Geological Survey	ROW-Water Facility - Federal	1	Authorized
Valley Electric	ROW - Power Transmission -	5	Authorized

Proponent	Project Description	Acres	Status
Association	FLPMA		
Valley Electric Association	ROW - Power Transmission - FLPMA	100	Authorized
Valley Electric Association	ROW - Power Transmission Line	3018	Pending
Valley Electric Association	ROW - Power Transmission Line	77800	Pending
Western Area Power Administration	ROW - Power Transmission - IRR Project	21381	Authorized
Alternative 3B			
Bureau of Land Management	Community Pit - All	8710	Pending
Department of Energy	ROW - Power Transmission - FLPMA	3	Pending
Department of Energy	ROW - Power Transmission - FLPMA	39	Authorized
GASNA 39	ROW - Solar Development Facility	600	Pending
Nellis AF	ROW - Roads	1	Pending
Nevada Department of Transportation	Federal Aid Highway (Section 17)	1196	Authorized
NV Energy	ROW - Power Transmission - FLPMA	2	Pending
NV Energy*	ROW-Power Transmission Line	28	Authorized
Shamrock Communications	ROW - Comm Site - FLPMA	1	Pending
United States Fish and Wildlife Service	Withdrawal - Fish and Wildlife Service - National Refuge System	769,543	Authorized
Verizon Wireless*	ROW - Power Transmission - FLPMA	10	Pending
Verizon Wireless*	ROW - Power Transmission - FLPMA	10	Pending
Alternative 3C			
U.S. Fish and Wildlife Service*	Withdrawal - Fish and Wildlife Service - Wildlife Management System	279268	Authorized
U.S. Fish and Wildlife Service*	Withdrawal - Fish and Wildlife Service - National Refuge System	786582	Authorized

5.7.3 Agricultural and Grazing Rights

Existing grazing rights within the NTTR as of the enactment of the MLWA were permitted to continue by right on public lands according to the act (see Appendix D, P.L. 106-65, Sec.3014[a][2][A]). However, Sec. 3014(b)(1) of the act also permits closure of the land to public use "if the Secretary of the military department concerned determines that military

operations, public safety, or national security require the closure to public use of any road, trail, or other portion of lands withdrawn."¹⁵⁷

The only active grazing allotment in the NTTR exists within the Groom Range, in the Safety and Security Buffer area that was added following the passage of the MLWA of 1986. The Bald Mountain Allotment comprises 37,175 acres of the NTTR, with more acres existing outside of the range's boundary. The portion of the Bald Mountain Allotment that lies within the boundaries of the NTTR is roughly 14 percent of the allotment total. This allotment is accessible for the continued grazing of domestic livestock (cattle) from March 1 to February 28 on the withdrawn portion of the Bald Mountain Allotment.¹⁵⁸ The Bald Mountain Allotment is the only agricultural outleasing opportunity that exists on the NTTR.¹⁵⁹

Two allotments exist within the proposed withdrawal areas; both of these are located within the area defined by Alternative 3A, and only one is active. The active allotment, Razorback, is 266,329 acres in size, of which 14,650 acres lie within the proposed withdrawal area (approximately 5.5 percent of the total allotment). The unallocated allotment is 49,356 acres in size, and 3,244 acres would potentially be affected by the proposed withdrawal area (approximately 6.6 percent of the total allotment).¹⁶⁰ The Bald Mountain and Razorback allotments can be seen in Figure 4-3.

¹⁵⁷ United States Senate, *Military Lands Withdrawal Act of 1999*.

¹⁵⁸ Bureau of Land Management, *Record of Decision for the Approved Nevada Test and Training Range Resource Management Plan and Final Environmental Impact Statement.*

¹⁵⁹ Nellis Air Force Base, *Nellis Air Force Base Final Integrated Natural Resources Management Plan*.

¹⁶⁰ "Rangeland Administration System (RAS)"; Bureau of Land Management, "Range Allotment"; U.S. Air Force, "Proposed Withdrawal Expansion."

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6.0 **REFERENCES**

- "2016 3rd Annual Bullfrog Historic Poker Run." *VFW Beatty Post #12108*, October 15, 2016. https://www.beattyvfw.com/event/2016-3rd-annual-bullfrog-historic-poker-run/.
- "About the BLM." *The Bureau of Land Management*. Accessed July 11, 2016. http://www.blm.gov/wo/st/en/info/About_BLM.html.
- American Council on Renewable Energy. "Renewable Energy in the 50 States: Western Region, Renewable Energy in Nevada," September 2014. http://www.acore.org/files/pdfs/states/Nevada.pdf.
- Beth E. Lachman, John A. Ausink, William A. Williams, Katherine Pfrommer, and Manuel J. Carrillo. "The Nevada Test and Training Range (NTTR) and Proposed Wilderness Areas: Issues Affecting the NTTR's Land Withdrawal Renewal." RAND, 2016. http://www.rand.org/pubs/research_reports/RR1105.html.
- "Bighorn Sheep." *Nevada Department of Wildlife*, n.d. http://www.eregulations.com/nevada/hunting/big-game/bighorn-sheep/.
- "Building a Mountain Bike Destination Beatty, Nevada Needs Your Help." *Southern Nevada Mountain Biking Association*, March 2015. http://www.snmba.net/2015/03/building-a-mountain-bike-destination-beatty-nevada-needs-your-help/.
- Bureau of Land Management. "Arrow Canyon Wilderness." *Arrow Canyon Wilderness*, 2013. https://www.blm.gov/nv/st/en/fo/lvfo/blm_programs/blm_special_areas/wilderness/wilderness_info_page/arrow_canyon_wilderness.html.
 - -. "Ely District Approved Resource Management Plan," August 2008. https://www.blm.gov/style/medialib/blm/nv/field_offices/ely_field_office/ely_resource_management/rmprodcomplete.Par.58949.File.dat/ELY%20Approved%20RMP%20and%20Record%20Of%20Decision%2009152008.pdf.
 - —. "Ely District Wilderness Areas." Ely District Wilderness Areas, 2009. https://www.blm.gov/nv/st/en/fo/ely_field_office/blm_programs/wilderness/wilderness_a rea_information.html.
 - —. "Las Vegas Valley BLM OHV Closure." Map, 2007. http://www.blm.gov/style/medialib/blm/nv/field_offices/las_vegas_field_office/closure_ maps/lv_valley_ohv_closure.Par.68444.File.dat/Closure_OHV_11_2007.pdf.
 - - —. "Public Land Order No. 7828; Extension of Public Land Order No. 7070; Nevada." *Federal Register*, Vol. 79, No. 162, August 21, 2014. https://www.gpo.gov/fdsys/pkg/FR-2014-08-21/pdf/2014-19846.pdf.

—. Record of Decision for the Approved Nevada Test and Training Range Resource Management Plan and Final Environmental Impact Statement (2004).

-. "Wilderness Study Areas (WSA)." *Wilderness Study Areas (WSA)*. Accessed January 23, 2017. https://www.blm.gov/nv/st/en/prog/blm_special_areas/wsas0.html.

- Bureau of Land Management and Office of the Solicitor. The Federal Land Policy and Management Act, as amended, Pub. L. No. 94–579 (1976). https://www.blm.gov/or/regulations/files/FLPMA.pdf.
- Bureau of Land Management, Las Vegas Field Office. "Nevada Wild Horse Range Herd Management Area Plan," 2008.
- Carol Hardy Vincent, Laura A. Hanson, and Jerome P. Bjelopera. "Federal Land Ownership: Overview and Data." Congressional Research Service, December 29, 2014. http://fas.org/sgp/crs/misc/R42346.pdf.
- College of Forestry and Conservation's Wilderness Institute at The University of Montana, Arthur Carhart National Wilderness Training Center, and Aldo Leopold Wilderness Research Institute. "Wilderness.net." *Wilderness.net*. Accessed January 23, 2017. http://www.wilderness.net/.
- Colonel Richard H. Boutwell (USAF), letter to Ms. Amy Leuders (BLM). "5 Year Review Determination Regarding Public Access to Withdrawn NTTR Lands," August 25, 2014.
- Department of Energy. "Clean Energy in My State: Nevada." Accessed June 3, 2016. http://apps1.eere.energy.gov/states/maps.cfm/state=NV.
 - —. "Nellis Air Force Base Solar Array Provides Model for Renewable Projects," March 24, 2010. http://energy.gov/articles/nellis-air-force-base-solar-array-provides-model-renewable-projects.

http://apps2.eere.energy.gov/wind/windexchange/wind_resource_maps.asp?stateab=nv.

Engle Act, 43 U.S.C. 155-158 § (1958).

- "Five-Party Cooperative Agreement." *United State Bureau of Land Management*, December 1, 1997.
- "General Land Office Records." *Bureau of Land Management*. Accessed May 24, 2016. http://www.glorecords.blm.gov/search/default.aspx?searchTabIndex=0&searchByTypeIn dex=0.

- "Grazing and Rangeland Management." *Bureau of Land Management*, March 20, 2015. http://www.blm.gov/co/st/en/BLM_Programs/grazing.html.
- Hee, Vern. "Vegas to Reno Race Permits Approved by BLM." *Pahrump Valley Times*, August 17, 2016. http://pvtimes.com/sports/vegas-reno-race-permits-approved-blm.
- John Muntean, Nick Hinz, Tim Cramer, David Davis, Greg Dering, and Chris Sladek. "An Updated Mineral and Energy Resource Assessment of the Desert National Wildlife Range, Clark and Lincoln Counties, Nevada." Open-File Report 14-3. Nevada Bureau of Mines and Geology, 2014.
- Keith Rogers. "Green Power Turning Air Force Blue." *Las Vegas Review-Journal*, August 24, 2010. http://www.reviewjournal.com/business/energy/green-power-turning-air-force-blue.
- Larry J. Garside, and Ronald H. Hess. "Qualitative Petroleum Potential Map of Nevada," 2007.
- Mark S. Mehos, and Brandon Owens. "An Analysis of Siting Opportunities for Concentrating Solar Power Plants in the Southwestern United States." Denver, CO, 2004.
- Melissa Baker, Hannah Vargason, and Jonathan Yost. "Renewable Energy and the Nevada Test and Training Range." The College of William and Mary, December 15, 2010.
- Natural Resources Team, 99 CES/CEIEA. "2013 Final Report Wetlands, Seeps and Springs Surveys Nevada Test and Training Range," September 2014.
- Nellis Air Force Base. "2013 Desert Tortoise Habitat and Survey Project Final Report," September 2014.
- -------. "Desert Tortoise Management Guideline Final Report," September 2014.
- ------. "Installation (Nellis, Creech, and NTTR) Integrated Cultural Resources Management Plan," August 31, 2012.
- ———. "Land Use Study of the Nellis Air Force Range," 1998.

- ------. "Nevada Test and Training Range Comprehensive Range Plan, Nellis Air Force Base, Nev.: 98th Range Wing," June 26, 2009.

Nevada Administrative Code (n.d.). 504.340.

Nevada Board of Wildlife Commissioners. 2016 Big Game Seasons, Amendment 2, CR 15-09 § (2016). http://www.ndow.org/uploadedFiles/ndoworg/Content/Hunt/Resources/Big-Game-Season-Hunt-Advisories.pdf.

- Nevada Bureau of Mines & Geology. "Mineral and Energy Resource Assessment of the Nellis Air Force Range," 1998.
- Nevada Department of Wildlife. "NDOW Game Management (Hunt) Units." Shapefile, August 15, 2014. http://gis.ndow.nv.gov/ndowdata/.
- "Nevada Test and Training Range (NTTR) Military Land Withdrawal Legislative Environmental Impact Statement Project Website." *NTTR Military Land Withdrawal Legislative EIS*. Accessed September 2, 2016. www.nttrleis.com.
- Office of the President. "Executive Order 9019, Revoking in Part and Modifying Executive Order 8578 of October 29, 1940, and Reserving Public Land for Use of the War Department as an Aerial Machine-Gun Range," 1940.
- "Our Agency." Nevada Department of Wildlife, n.d. Accessed November 3, 2016.
- Personal Communication with Jonathan Haliscak, December 2016.
- Personal Communication with Tom Seley, December 2016.
- "Rangeland Administration System (RAS)." *Bureau of Land Management*. Accessed May 13, 2016. http://www.blm.gov/ras/.
- "Reports Menu for LR2000 Public Reports." *Bureau of Land Management*. Accessed May 24, 2016. https://rptapp.blm.gov/menu.cfm?appCd=2.
- Revegetation Innovations. "Fighter Weapons Center Range Complex Biological Assessment for the Desert Tortoise (Gopherus Agassizii)." Prepared for the United States Air Force Fighter Weapons Center/Environmental Management, Nellis Air Force Base, Nevada, 1992.
- Science Applications International Corporation. "Economic Impact Report for Renewal of the Nellis Air Force Range Withdrawal." Prepared for Department of the Air Force, June 1999.
- South Nevada Agency Partnership. "OHV Guide to Public Lands within Clark County." Clark County, Nevada, October 2010. http://www.clarkcountynv.gov/airquality/dcp/Documents/mitigation/bcce/OHVdesignated-area-map.pdf.
- Sun Power Corp. "New 15-Megawatt Solar Plant Operating At Nellis Air Force Base." *PR Newswire*, February 16, 2016. http://www.prnewswire.com/news-releases/new-15megawatt-solar-plant-operating-at-nellis-air-force-base-300220872.html.
- "Target Shooting and Hunting." *Bureau of Land Management Nevada*, June 16, 2016. http://www.blm.gov/nv/st/en/fo/lvfo/blm_programs/lvfo_recreation/target_shooting_and. print.html.
- The Louis Berger Group, Inc. "An Ethnoarchaeological Survey of West Pahute Mesa, Nevada Test and Training Range." Prepared for Nellis Air Force Range, 2002.

Thomas Seley, email message to Jason See. "Re: NTTR Land Use Report," January 11, 2017.

United States Code (n.d.). U.S.C. 43, Section 1714.

- United States of America v. 400 acres of Land, More or Less, Situate in Lincoln County, State of Nevada; and Jessie J. Cox, et al., No. 2:15-cv-1743 (September 10, 2015).
- United States Senate. Military Lands Withdrawal Act of 1999, Pub. L. No. S. 1338, P.L. 106-65 (1999).
- University of Nevada, Reno, and Nevada Bureau of Mines & Geology. "Oil & Gas Historical Summary." *Oil & Gas Historical Summary*, 1988. http://www.nbmg.unr.edu/Oil&Gas/HistoricalSummary.html.
- URS Corporation. "Great Basin Land-Use Patterns: A View from the Kawich Range." Prepared for Nellis Air Force Range, 2003.
- U.S. Air Force. "Air Force Instruction 13-212 Volume I, Nellis Air Force Base Adm A," August 1, 2012.
 - —. "Creech Air Force Base." Creech Air Force Base. Accessed November 3, 2016. http://www.creech.af.mil/AboutUs/FactSheets/Display/tabid/7069/Article/669891/creech -air-force-base.aspx.
 - ———. "Draft Contamination Analysis of the Nevada Test and Training Range (NTTR)," January 2017.
- ———. "Nevada Test and Training Range Natural Infrastructure Assessment," 2009.
- -------. "Nevada Test and Training Range Natural Infrastructure Assessment Base Information Excel," 2009.
- ------. "Roadless Areas on the Nevada Test and Training Range and Proposed Expansion Alternatives: Draft Report," December 2016.
- ------. "Seeps and Springs of the NTTR and Proposed Expansion Areas: The Nevada Test and Training Range, Nellis Air Force Base, Draft Report," 2016.
- U.S. Army Corps of Engineers. "IRP Sites NFA Determinations: Nevada Test and Training Range, Creech Air Force Base, Tonopah Test Range," July 2007.

- U.S. Congress. National Defense Authorization Act for Fiscal Year 2000, Pub. L. No. 106–65 (1999). https://www.gpo.gov/fdsys/pkg/PLAW-106publ65/pdf/PLAW-106publ65.pdf.
- The Wilderness Act, Pub. L. No. 88–577 (1964). https://wilderness.nps.gov/RM41/2_Authority/1964_WildernessAct16_USC_1131_1136. pdf.
- U.S. Department of Energy. "Final Site-Wide Environmental Impact Statement for the Continued Operation of the Department of Energy/National Nuclear Security Administration Nevada National Security Site and Off-Site Locations in the State of Nevada (DOE/EIS-0426)," February 2013. http://energy.gov/nepa/downloads/eis-0426final-environmental-impact-statement.
- U.S. Department of the Air Force, and Department of the Interior. "Memorandum of Understanding Between the U.S. Air Force, Air Combat Command and the Department of the Interior, U.S. Fish and Wildlife Service." *Air Combat Command and the Department of the Interior*, December 22, 1997.
- U.S. Energy Information Administration. "Nevada Field Production of Crude Oil." *Nevada Field Production of Crude Oil*, May 31, 2016. http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=MCRFPNV1&f=M.
- U.S. Fish and Wildlife Service. Amendment to the Programmatic Biological Opinion for Activities on the South Range of Nellis Air Force Base, Nevada Test and Training Range (NTTR), and the Nevada Training Initiative, Clark and Lincoln Counties, Nevada, File No. 1-5-02-F-522.AMD1 § (2004).
- . "Desert National Wildlife Refuge Complex Final Comprehensive Conservation Plan and Environmental Impact Statement, Summary," August 2009. https://www.fws.gov/uploadedFiles/CCP%20Summary.pdf.
- . "Fish and Wildlife Service." Accessed December 31, 2014. https://www.fws.gov/.
 - —. "National Wetlands Inventory." U.S. Fish and Wildlife Service, May 2016. https://www.fws.gov/wetlands/.
 - -. Programmatic Biological Opinion (PBO) for Activities on the South Range of Nellis Air Force Base, Nevada Test and Training Range (NTTR), and the Nevada Training Initiative, Clark and Lincoln Counties, Nevada, File No. 1-5-02-F-522 § (2003).
 - ---. "Rules and Regulations: Camping." *Desert National Wildlife Refuge*, August 10, 2013. https://www.fws.gov/refuge/Desert/visit/camping.html.

April 2017

. "Statistical Data Tables for Lands Under Control of the Fish and Wildlife Service (as of 9/30/2014)," September 30, 2014.
 https://www.fws.gov/refuges/land/PDF/2014_Annual_Report_of_LandsDataTables.pdf.

- U.S. House of Representatives. Military Lands Withdrawal Act of 1986, Pub. L. No. H.R. 1790, P.L. 99-106 (1986).
- Western Cultural Resources Management. "A Stratified Archeological Sample of Low Elevation Areas on Nellis Air For Range, Nevada." Prepared for Nellis Air Force Range, 2000.

—. "The Results of Cultural Resources Investigations at Cactus Flat Dry Lake Margins, Nellis Air Force Range." Prepared for Nellis Air Force Range, 2000. This page intentionally left blank.



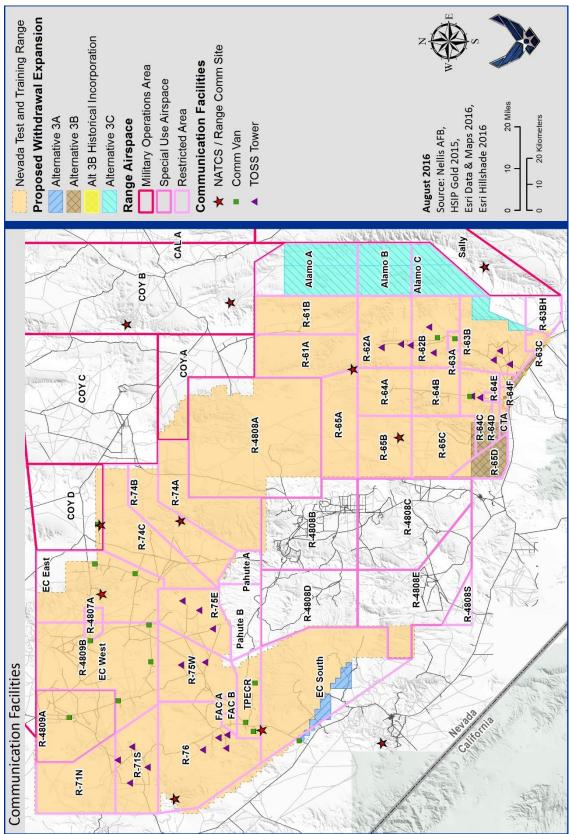


Figure A-2 Communication Facilities

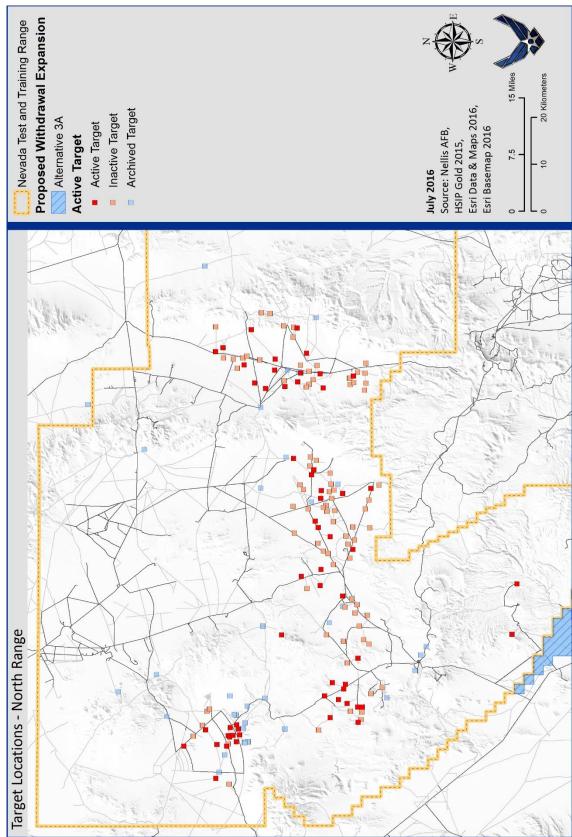


Figure A-3 Target Locations in the North Range

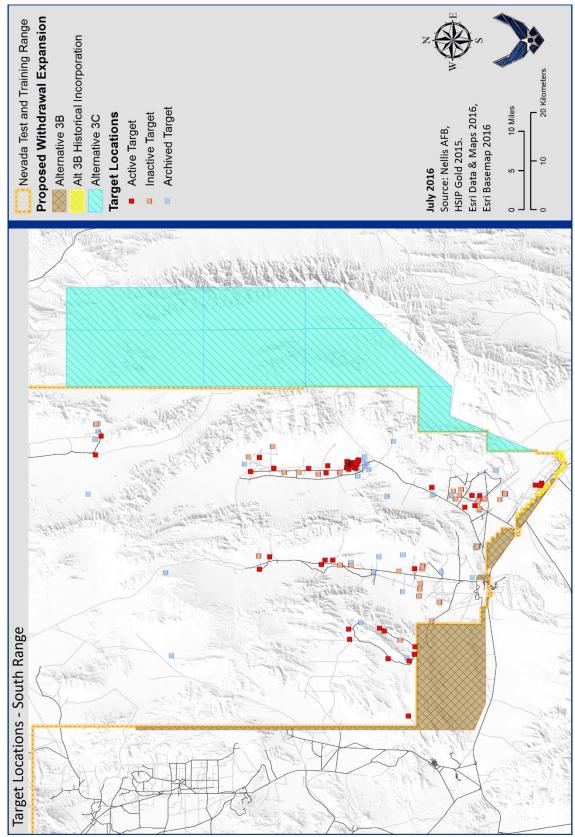


Figure A-4 Target Locations in the South Range

Page	Agreement	Agreement Description	Parties to	Date	Status
	Туре		Agreement	-	
B-3	Agreement	Five-Party Cooperative	USAF, USFWS,	Dec 1997	Current
		Agreement	BLM, DOE, and State of Nevada		
D 4	A			No. 1074	Connect
B-4	Agreement	Wild Horse Management	USAF and BLM	Nov 1974	Current
B-5	MOU	Handling Procedures for Lame/Injured Wild Horses or Burros	USAF and BLM	Mar 2012	Current
B-6	LOA	Coordination for Air Operations within the Nellis Flying Area	USAF and BLM	Jan 2008	Current
B-7	Resource Plan	Record of Decision for the Approved Nevada Test & Training Range RMP and Final EIS	USAF and BLM	July 2004	Current
B-8	MOU	Stonewall Mountain Bighorn Sheep Management MOU	USAF and NDOW	Jul 1997	Unknown
B-9	MOU	Fire Management Agreement	USAF, BLM, and DOE	Jul 1987	Unknown
B-10	MOA	Wildland Fire Management Activities	USAF and BLM	Nov 2010	Current
B-11	MOA	Responsibilities During an Aircraft Mishap or Dropped Object	USAF and BLM	Apr 2012	Current
B-12	MOU	Umbrella MOU	USAF and DOE	Aug 1981	Current
B-13	MOU	Draft – Pahute Mesa MOU	USAF and DOE	1988	Unknown
B-14	MOU	TTR Addenda to Umbrella MOU	USAF and DOE	Nov 1991	Current
B-15	Interagency Agreement (IA)	Support Agreement for TIADS at TTR	USAF and DOE	Jul 1982	Current
B-16	LOA	Cost Sharing Agreement for Area 10 at TTR	USAF and DOE	Jun 1992	Unknown
B-17	MOU	Stonewall Flats Area	USAF and DOE	Unknown	Current
B-18	MOU	Maintain Nellis Radar Feeds to Mercury, NV	USAF and DOE	May 2006	Current
B-19	MOU	Restoration Responsibilities on NAFR Lands	USAF and DOE	Jul 1998	Current
B-20	MOU and rights-of-way	Yucca Mountain Site Characterization	BLM and DOE BLM, USAF, and DOE	Jun 1983 Sept 1993	Unknown
B-21	MOU	Desert National Wildlife Range MOU	USAF and USFWS	Dec 1997	Current

Appendix B Memoranda of Understanding and Interagency Agreements

Page	Agreement Type	Agreement Description	Parties to Agreement	Date	Status
B-22	IA	Draft – Toiyabe National Forest Agreement	USAF and USFS	Unknown	Unknown
B-23	MOA	Pre-Filing of Water Rights on NTTR	USAF, DOE, NPS, and USFWS	May 1999	Current
B-24	IA	FAA/BLM Wilderness Agreement	FAA and BLM	Nov 1985	Unknown
B-25	MOU	Nevada State Clearinghouse MOU	DOD and State of Nevada	Aug 1993	Current
B-26	Agreement	Historic Properties Management	SHPO, BLM, and Advisory Council on Historic Preservation	Aug 1990	Current
B-27	Agreement	Federal Facility Agreement and Consent Order	DOE, DOD, and State of Nevada	Mar 1996	Current
B-28	MOU and rights-of-way	Operation of Communication on Mt. Irish	USAF and NDOT	Mar 2007	Current

Five-Party Cooperative Agreement

Summary:

Five-Party Agreement between Nellis Air Force Base, the USFWS, BLM, State of Nevada-Clearinghouse, and DOE, last updated in December 1997. The agreement is to enhance the management of natural resources within the Great Basin and Mohave Desert ecosystems located on the NTTR.

Five-Party Cooperative Agreement

₽ j². 8t

1 Dec 97

Purpose:

The purpose of this Five-Party Cooperative Agreement is to enhance management of the natural resources within the Great Basin and Mohave Desert ecosystems located on the Nellis Air Force Range (hereinafter "NAFR"), the Desert National Wildlife Range (hereinafter "DNWR"), and the Nevada Test Site (hereinafter "NTS"). The goal is to form a working group to foster a collaborative and complimentary approach to enhance management of this land and its associated resources using a biodiversity conservation and ecosystem-based approach among the following five agencies: Nellis Air Force Base (hereinafter "Nellis"), United States Fish and Wildlife Service (hereinafter "FWS"), Bureau of Land Management (hereinafter "BLM"), United States Department of Energy (hereinafter "DOE"), and the State of Nevada-Clearinghouse.

The BLM's Nellis Air Force Range Resource Plan, NAFR Integrated Natural Resource Management Plan, DNWR Natural Resource Management Plan, and NTS Resource Management Plan may be served best by a cooperative approach among the above five agencies to fully address the extent and complexity of the ecosystems involved.

Responsibilities:

1. Those NAFR lands coincidental with DNWR are used pursuant to the 1976 Memorandum of Understanding between Nellis and FWS which was mutually extended by letters, respectively dated 11 Mar 91 and 15 Mar 91, and currently under the guidance of Executive Order No. 12996, 25 Mar 96.

2. All parties agree to meet jointly, at least annually, to foster cooperation, consistency, and collaboration in land and resource management; however, additional meetings may be called with the concurrence of all parties.

3. All parties agree to conduct and attend an open public meeting, at least annually, during which the public may submit comments to any member or members of this agreement.

4. Nellis will host and chair both the first annual Five-Party meeting and the first annual Five-Party public meeting; thereafter, both annual meetings will alternate among the parties.

5. All parties will fund their respective costs incurred under this Agreement.

This Agreement becomes effective when signed by all the parties.

RUSSELL T. BOLT Colonel USAF Commander, Nellis AFB

MICHAEL F. DWYER District Manager, Las Vegas District Bureau of Land Management

KENNETH W. VOGET Project Leader U.S. Fish & Wildlife Service

GERRY W. JOHNSON Manager Nevada Operations Office Department of Energy

utter

JULIE BUTLER State of Nevada Clearinghouse

11:2 NOV 1997

Date

11/14/97

Date

97 11 Date

11-13-9-

Date

7/97 Date

Wild Horse Management

Summary:

Agreement between the USAF and BLM, last updated in 1974. This agreement complies with provisions of the *Wild Horse and Burro Act* of December, 1971 and CFR 4700, which requires the BLM to enter into cooperative agreements with other agencies when wild horses use lands under their jurisdiction during all or part of the year. The agreement recognized that the horses on the Nevada Wild Horse Range were under the jurisdiction of the BLM, and called for the development of a management plan for the management of the horses and their habitat.

APPENDIX B

COOPERATIVE AGREEMENT BETWEEN THE BUREAU OF LAND MANAGEMENT, NEVADA STATE OFFICE AND UNITED STATES AIR FORCE, NELLIS AIR FORCE BASE

-1;

An agreement between the respective agencies to establish a WILD HORSE MANAGEMENT AREA was signed by the BLM Nevada State Director and the Commander, Nellis Air Force Base in June 1962. An additional agreement containing the same provisions but modifying the location of the wild horse management area was signed by the BLM Nevada State Director on June 2, 1964 and the Commander, Nellis Air Force Base, on June 18, 1965. The Act of December 15, 1971 (16 U.S.C. 1331-1340), hereafter referred to as the Act, and the regulations of the Secretary of the Interior (43 CFR Part 4700), hereafter referred to as the regulations, places the responsibility for protection, management, and control of wild freeroaming horses and burros with the Bureau of Land Management when such animals use public lands administered by the Bureau as all or part of their habitat.

This Cooperative Agreement cancels and supersedes the agreements identified above and is for the purposed of establishing responsibilities relative to wild free-roaming horses and burros on the area described below in accordance with the Act. This agreement applies to the following described lands under the administration of Nellis Air Force Base:

The area described by townships and ranges with references to the Mount Diablo Base Line is as follows:

T. 1 S., R. 49 E., E-1/2; T. 1 S., R. 50 E., All; T. 2 S., R. 50 E., All; T. 2 S., R. 51 E., All; T. 3 S., R. 50 E., All; T. 3 S., R. 51 E., All; T. 3 S., R. 50 E., All; T. 3 S., R. 51-1/2 E., All; T. 3 S., R. 52 E., All; T. 4 S., R. 50 E., All; T. 4 S., R. 51 E., All; T. 4 S., R. 51-1/2 E., All; T. 4 S., R. 52 E., All; T. 5 S., R. 50 E., E-1/2; T. 5 S., R. 51 E., All; T. 5 S., R. 52 E., All; T. 5 S., R. 52 E., All; T. 5 S., R. 52 E., All; T. 5 S., R. 53 E., W-1/2; T. 6 S., R. 50 E., E-1/2; T. 6 S., R. 51 E., All; T. 6 S., R. 52 E., All; T. 7 S., R. 50 E., NE-1/4;

T. 7 S., R. 51 E., N-1/2; T. 7 S., R. 52 E., NW-1/4.

The area as described by longitude and latitude is as follows:

Beginning at the longitude of 116°04' and a latitude of 37°43' thence west on the same latitude to a longitude of 116°13'; thence north on the same longitude to a latitude of 37°49'; thence west on the same latitude to a longitude of 116°20': thence north on the same longitude to a latitude of 37°54'; thence west on the same latitude to a longitude of 116°30'; thence south on the same longitude to a latitude of 37°49'; thence east on the same latitude to a longitude of 116°26'; thence south on the same longitude to a latitude of 37°33': thence east on the same latitude to a longitude of 116°23'; thence south on the same longitude to a latitude of 37°19'; thence east on the same latitude to a longitude of 116°11'; thence north on the same longitude to a latitude of 37°21'; thence east on the same latitude to a longitude of 116°07'; thence north on the same longitude to a latitude of 37°23'; thence east on the same latitude to a longitude of 116°04': thence north on the same longitude to a point of beginning.

It is jointly recognized that the horses and burros utilizing the area described above also utilize the adjacent public lands administered by the Bureau; therefore the wild free-roaming horses and burros utilizing these areas are under the jurisdiction and responsibility of the Bureau in accordance with the provisions of the Act and the regulations. It is also jointly recognized that some of the horses and burros utilizing these areas may be privately owned and subject to recovery by the owners in accordance with Section 5 of the Act or estray animals subject to impoundment and removal under Nevada statutes.

Therefore, in the interest of carrying out the purposes of the Act and the regulations, the undersigned hereby agree as follows:

- That the wild, free-roaming horses and burros that use the above described lands or other lands under the jurisdiction of Nellis Air Force Base and the national resource lands under the jurisdiction of the Bureau of Land Management, will be considered under the jurisdiction of the Bureau. The BLM Nevada State Director has delegated direct responsibility for the wild horses and burros to the Bureau's Las Vegas and Battle Mountain District Managers.
- Nellis Air Force Base will cooperate with the Bureau in the recovery and removal of privately owned horses and burros in accordance with the Act and the regulations and the removal of estray animals in accordance with the State statutes.

- 3. That a joint management plan will be developed to provide for the management of these wild horses and burros and their habitat in a manner consistent with the purposes of the Act. As a minimum, this management plan will include the following:
 - A. An annual inventory of the wild horse and burro populations in the area of joint concern.
 - B. A continuing review of the habits of the wild horses and burros in terms of grazing and watering patterns, seasonal migrations, and the availability of water and forage. This would include a determination of the condition of the horses and burros and their habitat and if any excess animals must be removed to protect the soil, vegetation, watershed or other resource values in the area.
 - C. A determination of the necessary management-facilitation projects-water, fencing, etc.--to provide for the welfare of the animals.
- 4. Implementation of the management plan shall be carried out as agency funds and priorities permit. Management-facilitation projects may be constructed in accordance with the management plan by either agency or as a joint project. All projects shall be carried out as a coordinated program and minimizing conflicts with the basic mission of Nellis Air Force Base.
- 5. That the following procedures will be used, and controls recognized in carrying out this joint effort:
 - A. The inventory of the horses and burros and their habitat will be conducted jointly in accordance with plans or techniques jointly agreed upon and may include aerial or on-the-ground surveys and photography. In no case will Bureau of Land Management officials engage in these activities without clearance from the Commanding Officer, and then only in accordance with the provisions of paragraph 6 of this agreement.
 - B. The Commanding Officer shall assure that responsible officials under his command shall be aware of the terms and conditions of this agreement, and, in carrying out their maneuvers and operations, shall exercise controls and assure compliance therewith. The Commanding Officer and officials under his command shall also be aware of acts which are in violation of

the Act and the regulations and immediately report any known or suspected violations to the Las Vegas District Manager. Violations and penalties as set forth under the Act and the regulations are listed below:

Any person who -

(1) Willfully removes or attempts to remove a wild freeroaming horse or burro from the public lands, without authority from the authorized officer - BLM or

(2) Converts a wild free-roaming horse or burro to private use, without authority from the authorized officer - BLM, or

(3) Maliciously causes the death or harassment of any wild free-roaming horse or burro, or

(4) Processes or permits to be processed into commercial products the remains of a wild free-roaming horse or burro, or

(5) Sells, directly or indirectly, a wild free-roaming horse or burro maintained on private or leased land pursuant to Section 4 of the Act, or the remains thereof, or

(6) Willfully violates any provisions of the regulations under Group 4700, shall be subject to a fine of not more than \$2,000 or imprisonment for not more than 1 year, or both. Any person so charged with such violation by the authorized officer - BLM may be tried and sentenced by a U.S. commissioner or magistrate, designated for that purpose by the court by which he was appointed, in the same manner and subject to the same conditions as provided in Section 3401, Title 18, U.S.C.

C.

If it is determined by the Commanding Officer that the presence of wild horses and burros interferes with military programs and operations, such problems shall promptly be referred to the District Managers, who shall be responsible for correcting the problem in accordance with access and related constraints or directives imposed by the Commanding Officer.

- D. The Las Vegas and Battle Mountain District Managers, Bureau of Land Management, herein referred to as the District Managers, shall represent the State Director of the Bureau of Land Management in implementation of this agreement.
- 6. Bureau personnel will not enter the area covered by this agreement without clearance from Nellis Air Force Base. Nellis Air Force Base will grant the Bureau access to the area to carry out its responsibilities under the Act and the regulations for any period or periods of time when such access does not interfere with the operations and missions of Nellis Air Force Base.

- 7. Requests for access to the area covered by this agreement by individuals or representatives of associations for any purpose related to the protection, management, and control of wild free-roaming horses and burros will be transmitted to and reviewed by the Bureau for a determination of the need and/or desirability of authorizing the access. If it is determined that access should be granted, the Bureau will contact Nellis Air Force Base and recommend that the access be granted. Generally, access to the area will be restricted to time periods when the individuals or representatives can be accompanied by either Bureau or Nellis Air Force Base personnel.
- 8. There shall be at least annual joint reviews of this wild horse and burro management program by the Commanding Officer or his representative and the District Managers of the Bureau of Land Management. The management plan may be updated on the basis of information gathered in these reviews.
- 9. No wild, free-roaming horses and burros shall be removed from the area, or harassed, captured, branded, or killed by either military or Bureau of Land Management Personnel except as provided for in the Act and the regulations. In the event horses or burros are accidently injured or killed by normal military operations, such instances shall be promptly reported the Las Vegas District Manager.
- 10 There shall be open channels of communication between the District Managers and Commanding Officer to provide for prompt reporting of problems associated with wild horse and burro management and to promptly and efficiently carry out the programs here jointly agreed to. Any problems that cannot be reconciled at the District Manager-Commanding Officer level shall be referred through channels to higher authority of each agency for resolution.
- 11. The liability of the parties under this agreement is contingent upon the necessary appropriation and reservation of funds being made therefore.
- 12. No member or delegate of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit which may arise there from.
- 13. All cooperative work under the provisions of this agreement or supplemental agreements or memorandums of understanding will be accomplished without discrimination against any person because of race, creed, color, sex, or national origin.

14. This agreement shall become effective when signed by the designated representatives of the parties hereto and shall remain in force until terminated by mutual agreement, or by either party upon thirty days' notice in writing to the other of its intention to terminate upon a date indicated. Amendments to this agreement may be proposed by either party and shall become effective upon approval by both parties.

Approved:

U.S. Department of the Interior Bureau of Land Management

Date <u>Nov. 12, 1973</u>

By: <u>s/State Director, Nevada</u>

U.S. Department of Defence Nellis Air Force Base

Date 8 Feb., 1974

By: s/Commanding Officer

Handling Procedures for Lame/Injured Wild Horses or Burros

Summary:

The purpose of the MOU between the BLM and Nellis AFB is to define the necessary actions, key personnel, and handling procedures for injured wild horses and burros on the NTTR.

United States Department of the Interior

BUREAU OF LAND MANAGEMENT Southern Nevada District Office 4701 N. Torrey Pines Drive Las Vegas, Nevada 89130-2301 www.blm.gov/nv/



MEMORANDUM OF UNDERSTANDING

Between

THE U. S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, SOUTHERN NEVADA DISTRICT OFFICE

And

99 AIR BASE WING, NELLIS AIR FORCE BASE

Concerning:

HANDLING PROCEDURES FOR INJURED OR LAME WILD HORSES OR BURROS OR ANIMALS WITH A SERIOUS PHYSICAL DEFECT ON THE NEVADA WILD HORSE RANGE WITHIN THE NEVADA TEST AND TRAINING RANGE

1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) between the U. S. Department of the Interior, Bureau of Land Management (BLM), Southern Nevada District Office, and the 99th Air Base Wing, Nellis Air Force Base (NAFB), is to define the necessary actions, key personnel and handling procedures for injured wild horses and burros on the Nevada Test and Training Range (NTTR). This MOU addresses notification and responses to injured wild horses and burros. The BLM and the 99th Air Base Wing recognize the need to work together and coordinate actions that will protect the wild horses and burros and provide for timely humane actions in dealing with critical injured or lame wild horses, burros, and/or other animals with a serious physical defect(s).

2. AUTHORITY:

a. The following legislative authorities are applicable to the BLM and will apply to other subsequent and mutually agreed to instruments:

(1) Wild Free-Roaming Horses and Burros Act of 1971

(2) 2004 Nevada Test and Training Range Resource Management Plan and Final Environmental Impact Statement

b. The following authorities under this MOU are applicable to the 99 ABW for participation

as a cooperating agency:

(1) AFI 32-7064, Integrated Natural Resources Management

(2) NAFB Plan 126-4; Final Integrated Natural Resources Management Plan for Nellis AFB, Creech AFB and the Nevada Test and Training Range (NTTR)

3. PROCEDURES: To preclude inhumane treatment response time of injured/lame wild horses, burros or animals with a serious physical defect(s), BLM requests NTTR security respond to reports of injured wild horses or burros.

a. The BLM agrees to:

(1) Provide guidance on notification and appropriate actions to handle injured wild horses and burros. Refer to Appendix A.

(2) Provide to NTTR security a primary and a secondary point of contact for notification of a wild horse or burro incident.

(3) Provide NTTR security the authority to euthanize injured or lame wild horses or burros or animals with a serious physical defect.

b. 99 Air Base Wing agrees to:

(1) Notify the BLM primary or secondary point of contact in the event of a wild horse or burro incident.

(2) Provide armed security response from the NTTR for humane wild horse and burro euthanasia as directed. Refer to Appendix B.

(3) Provide a death report for a wild horse or burro incident. Refer to Appendix C.

c.. Both parties agree to: Adhere to the applicable laws and regulations of the United States, the regulations of the Secretary of the Interior, the regulations of the Secretary of the Air Force, applicable Air Force Instructions and the applicable regulations of the Bureau of Land Management.

4. ADMINISTRATION:

a. It is mutually agreed and understood by all parties that:

(1) Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities, or to obligate the BLM, or the 99th Air Base Wing to any current or future expenditure in advance of the availability of appropriations from Congress for such expenditures. Nor does this agreement obligate the BLM, or the 99th Air Base Wing or the Air Force to spend funds on any particular project or purpose, even if funds are available.

(2) Any information furnished to the BLM or the 99th Air Base Wing or the NTTR during and related to the Land Use Activities is subject to the Freedom of Information Act (5 USC 552).

(3) Nothing in this MOU shall require the BLM or Air Force to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the BLM and the Air Force require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

(4) Conflicts between the participants concerning procedures under this MOU which cannot be resolved at the operational level will be referred to successively higher levels as necessary for resolution.

(5) Will meet as needed on mutually agreed dates to review and evaluate the implementation of current conditions and trends concerning the intent and functioning of this MOU.

(6) Upon request by either of the parties, each party shall review this MOU to assure that it continues to reflect the appropriate understandings and procedures to provide for current needs and capabilities and adherence to the Public Laws.

(7) The terms of this MOU may be renegotiated at any time at the initiative of either party after providing a 30 day notice to the other party.

(8) Either party may propose changes to this MOU during its term by providing written notification to the other party. Such changes will be in the form of an amendment and will become effective upon signature by the MOU participants.

(9) Unless otherwise provided, this agreement is not intended to supersede provisions of other agreements between both parties, in whole or in part, unless there is a conflict between the two agreements.

6. APPENDICES: Attached appendices are incorporated and made a part of this MOU and each shall be effective until modified or superseded. An appendix may be amended in writing upon mutual agreement of the Parties.

7. APPROVALS: This MOU will become effective upon the last date of signature between the participating party and the BLM when both the BLM and the party have signed, and shall be reviewed annually and remain in effect through twenty years (20) from the date of execution.

8. KEY PERSONNEL:

a. Bureau of Land Management: Krystal Johnson, Wild Horse and Burro Specialist, office phone (702) 515-5171 or cell phone (702) 592-0132.

b. Nevada Test and Training Range: Roger Schofield, Chief Range Liaison, office phone (702) 653-4565, email roger.schofield@nellis.af.mil or Roger Christensen, Deputy chief Range Liaison office phone (702) 653-4650, email roger.christensen@nellis.af.mil.

STEVEN D. GARLAND Colonel, USAF Commander, 99th Air Base Wing 4430 Grissom Avenue, Suite 101 Nellis AFB, NV 89191-6520

MARY JO RUGWELL Southern Nevada District Manager Bureau of Land Management 4701 North Torrey Pines Las Vegas, NV 89130

27 FEB 12

Date

3/8/12

Date

KENNETH E. THOMPSON, JR. Colonel, USAF Commander, Nevada Test and Training Range 3770 Duffer Drive, BLDG# 200 Nellis Air Force Base, Nevada, 89191-6520

6 MAR 2012

Date

APPENDIX A

Guidance on notification and appropriate responses to injured wild horses and burros

The following procedures will be adhered to whenever NTTR Security is responding to a report or BLM request to humanely euthanize an injured wild horse or burro on the Nevada Test and Training Range. Authority for humane euthanasia of wild horses and burros is provided by the Wild Free-Roaming Horses and Burros Act of 1971, Section 3(b)(2)(A), 43 CFR 4730.1, BLM Manual 4730 - Euthanasia of Wild Horses and Burros and Disposal of Remains. The following are excerpted from IM 2009-41:

1. GENERAL

Upon receiving a report of an injured wild horse or burro, an on-duty NTTR Security supervisor will be dispatched to investigate.

The investigating officer will determine if the animal is suffering from a condition of such a magnitude that it precludes any chance of recovery, BLM request to humanely euthanize a sick or injured animal, or upon where a State or Federal animal health official orders the humane destruction of the animal(s) as a disease control measure.

Conditions include:

(1) Displays a hopeless prognosis for life

(2) Is affected by a chronic or incurable disease, injury, lameness or serious physical defect (includes severe tooth loss or wear, club foot, and other severe acquired or congenital abnormalities)

(3) Would require continuous treatment for the relief of pain and suffering in a domestic setting

(4) Is incapable of maintaining a Henneke body condition (Refer to Appendix D) score greater than or equal to 3, in its present environment

(5) Has an acute or chronic illness, injury, physical condition or lameness that would not allow the animal to live and interact with other horses/burros, keep up with its peers or maintain an acceptable quality of life constantly or for the foreseeable future

(6) Exhibits dangerous characteristics beyond those inherently associated with the wild characteristics of wild horses and burros

- If the animal is not critically injured and is able to forage and water on its own accord, then it will be left alone.
- Primary Point of Contact-Krystal Johnson, the BLM's SNDO's Wild Horse and Burro Specialist, office phone (702) 515-5171 or cell phone (702) 592-0132.

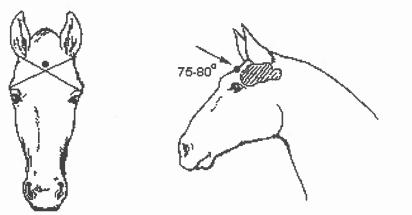
- Secondary Point of Contact-Mark Spencer, the BLM's Pahrump Field Office Manager, at office phone (702) 515-5042 or cell phone (702) 449-0417.
- A written incident report will be sent to the BLM's Southern Nevada District Office at 4701 N. Torrey Pines Drive, Las Vegas, NV 89130 or via email to <u>Kfjohnso@blm.gov</u>. Refer to Appendix C for death report format.

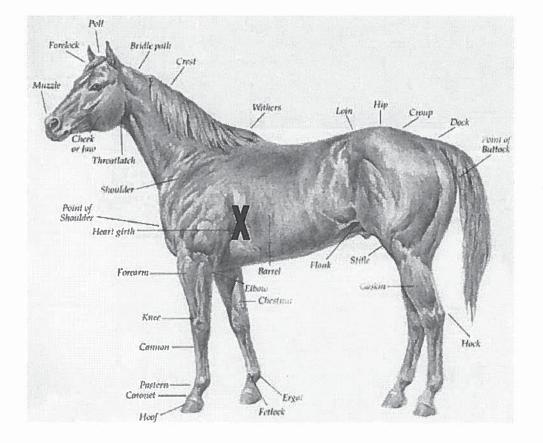
2. FIREARMS SAFETY REQUIREMENTS

Should the need arise to humanely euthanize a wild horse or burro, safety, sensitivity, and tact, will be paramount:

- Prior to euthanizing the animal, all personnel in the immediate area will be notified, as well as the NTTR Security Headquarters.
- A clear safety zone will be established and all non-essential personnel will be required to leave the area for safety. The investigating officer will ensure that the final bullet termination point will be well within that designated safety area.
- Only NTTR security supervisors that are appropriately trained will be authorized to euthanize wild horses or burros. They will receive training in the proper euthanasia method, shot placement (See Appendix B) and weapon selection.
- The NTTR security supervisor must be qualified with the appropriate weapon based upon each case with safety being the primary concern. The qualification will be in accordance with the NTTR security approved requirements.
- If necessary, NTTR maintenance personnel will be notified to properly dispose of the remains.

<u>APPENDIX B</u> Euthanasia shot placement





<u>APPENDIX C</u> Wild Horse and Burro Death Report

Wild Horse or Burro Death Report	
Date of Incident:	
Approximate Location of Animal:	
Horse or Burro	
Male or Female	
Young or Adult	
Description of animal (color, condition, etc.):	
Cause of Death:	(4)
Name:	
Agency and Title:	
Contact Information:	
Signature and Date:	at

Please return completed report to Krystal Johnson at BLM Southern Nevada District Office, 4701 N. Torrey Pines Drive, Las Vegas, NV 89130 or via email to <u>Kfjohnso@blm.gov</u>.

<u>APPENDIX D</u> Henneke Wild Horse and Burro Body Condition Guidance

DATE:					neck	619360			
NAME:					A mother	ng down back teilhead hook pin bane			
FREEZEMAR	IK:			6	in the second				
SIGNALMEN	T KEY:								
HOOF CONE	ITION:				ih eruiù	- Fill			
COMMENTS	:				1AU	FX(
Condition Neck Withers Shoulder Ribs modified from Heanways et al. EVJ 1983,15:371-372									
1 Poor (extremely	Bone structure easily noticeable	Bone structure easily noticeable	Bone structure easily noticeable	Ribs projecting prominently	Spinous processes projecting prominently	Tailhead, pinbones, and hook bones projecting prominently			
emaciated)			Not	atty tissue ca	n be felt				
2 Very Thin (emaciated)	Bone structure faintly discernible	Bone structure faintly discernible	Bone structure faintly discernible	Ribs prominent	Slight fat covering over base of spinous processes. Transverse processes of lumbar vertebrae feel rounded. Spinous processes are prominent	Tailhead prominent Pin bones prominent Hook bones prominent			
3 Thin	Neck accentuated	Withers accentuated	Shoulder accentuated	Slight fat cover over nibs. Ribs easily discernible	Fat buildup halfway on spinous processes, but easily discernible. Traverse processes cannot be felt	Tailhead prominent but individual vertebrae cannot be visually identified. Hook bones appear rounded, but are still easily discernible. Pin bones not distinguishable			
4 Moderately Thin	Neck not abviously thin	Withers not obviously thin	Shoulder not obviously thin	Faint outline of ribs discernible	Negative crease (peaked appearance) along back	Prominence depends on conformation. Fat can be felt. Hook bones not discernible			
5 Moderate	Neck blends smoothly into body	Withers rounded over spinous processes	Shoulder blends smoothly into body	Ribs cannot be visually distinguished, but can be easily feit	Back is level	Fat around tailhead beginning to feel spongy			
6 Moderately Fleshy	Fat beginning to be deposited	Fat beginning to be deposited	Fat beginning to be deposited behind shoulder	Fat over ribs feels spongy	May have a slight positive crease (a groove) down back	Fat around tailhead feels soft			
7 Fleshy	Fat deposited along neck	Fat deposited along withers	Fat deposited behind shoulder	Individual ribs can be felt, but noticeable fat filling bebween ribs	May have a positive crease down the back	Fat around tailhead is soft			
8 Fat	Noticeable thickening of neck	Area along withers filled with fat	Area behind shoulder filled with fat	Difficult to feel ribs	Positive crease down the back	Fat around tailhead very soft			
9 Extremely Fat	Bulging fat	Bulging fat	Bulging fat	Patchy fat appearing over ribs	Obvious crease down the back Flank filled with fat	Bulging fat around tailhead (8/30/2010)			

1				STAFF SUM	IA F	RY SHEET			
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ABW # 17360

REQUIRED STAFF AGENCY COORDINATION between 99 ABW and BLM – EUTHANASIA OF WILD HORSES

1.

I have reviewed the proposed MOA/MOU. All aspects of the agreement appear to be in order. It addresses all applicable security concerns.

//Signed/ks/13 Dec 11// KATHRYN STEVENSON, Civ, DAFC Security Forces ISA Program Manager

2.

I have reviewed the proposed MOA/MOU. All aspects appear to be in order and no additional manpower is required.

//Signed/rlb/12 Jan 12// RONALD L. BAKER II, Civ, DAFC Manpower & Organization

3.

I have reviewed the proposed MOA/MOU. All aspects appear to be in order. It addresses all applicable environmental concerns.

//Signed/rsc/16 Dec 11// RUSS S. COLLINS, Civ, DAFC 99 CES Environmental Engineer

4.

I have reviewed the proposed MOA/MOU. All aspects appear to be in order. It addresses all applicable financial concerns.

//Signed/lm/20 Dec 11// LUIS MALDONADO, Capt, USAF Budget Officer, 99 CPTS

5.

I have reviewed the proposed MOA/MOU. All aspects appear to be in order and no legal ramifications are noted.

//Signed/njh/5 Jan 12// NICOLE J. HERBERS, 1st Lt, USAF Assistant Staff Judge Advocate I have reviewed the proposed MOA/MOU. All aspects appear to be in order and it addresses applicable safety concerns.

//Signed/abw/13 Dec 11// ANTHONY B. WILSON, Civ, DAFC Safety Officer

6.

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Coordination for Air Operations within the Nellis Flying Area

Summary:

This letter of agreement was signed to provide procedures and guidance for coordination between 57th Operations Group (57 OG), 98th Operations Group (98 OG), and the BLM Nevada and Utah State Offices (BLM) for air operations within the Nellis Flying Area, which includes the Nevada Test and Training Range (NTTR), Nellis Terminal Air Traffic Control Airspace, and Nellis Low Altitude Tactical Navigation (LATN) areas.

Nellis Air Force Base 57TH OPERATIONS GROUP (ACC), 98TH OPERATIONS GROUP (ACC), and



Bureau of Land Management - Nevada State Office - Utah State Office

LETTER OF AGREEMENT (LOA) IS EFFECTIVE: January 04, 2008 (04 JAN 08)

SUBJECT: Interagency Airspace Coordination

1. PURPOSE: To provide procedures and guidance for coordination between 57th Operations Group (57 OG), 98th Operations Group (98 OG), and the Bureau of Land Management Nevada and Utah State Offices (BLM) for air operations within the Nellis Flying Area (NFA) which includes the Nevada Test and Training Range (NTTR), Nellis Terminal ATC Airspace, and Nellis Low Altitude Tactical Navigation (LATN) areas. Recognizing the need to manage the risk involved, 57 OG, 98 OG, and BLM have combined efforts to jointly issue these procedures. This agreement is in accordance with FAAO 7610.4, FAAO 7110.65, and Title 14 Code of Federal Regulations (CFR) Sections 91and 73, and with due consideration to BLM concerns and BLM's requirement to comply with the USDA-Forest Service/USDI Interagency Airspace Coordination Guide .

2. CANCELLATION: Letter of Agreement (LOA), Interagency Airspace Coordination, dated 27 Jun 2005.

3. SCOPE: This agreement applies to Department of Defense (DoD) NTTR users, airspace schedulers, and service providers. The following BLM field offices are involved and subject to this agreement: Las Vegas BLM, Ely BLM, Battle Mountain BLM, Cedar City BLM, Arizona Strip BLM, and any associated aircraft/aircrews, dispatchers and other BLM authorities responsible for conducting aviation operations within the NFA. All BLM aircrew or aircrew under BLM contract shall adhere to Title 14 CFR Section 91 prescribing see and avoid techniques and maintain a high degree of awareness at all times. BLM and FS Agency aircraft shall also comply with applicable sections of 14 CFR Parts 133 and 137.

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4. **RESPONSIBILITIES:**

a. The BLM shall:

(1) Be the single point of contact for FAA coordination concerning issuance and cancellation of temporary flight restrictions (TFRs), IAW Title 14 CFR Section 91.137.

(2) Ensure all BLM aircraft on a fire response mission squawk 1255 or an ATC assigned discrete mode 3/A beacon code while conducting operations in the NFA.

(3) Initiate the notification process for events affecting NFA and Military Training Routes (MTRs) scheduled by Nellis AFB as noted in Flight Information Publications (FLIP), AP/1B.

(4) Initiate notification process to Nellis Air Traffic Control Facility (NATCF), Nellis/NTTR Airspace Manager, and Nellis Flight Safety for all safety of flight issues and follow BLM in-house standard policies and procedures.

b. NATCF shall provide VFR flight following services for scheduled BLM air operations within the NTTR.

c. Nellis Base Operations shall ensure TFR NOTAM information is distributed via the NOTAM system and as a local advisory to all Nellis flying units conducting operations within the NFA.

d. 98 OSS/OSO (Current Operations) shall:

(1) Provide long term and real-time scheduling of BLM air operations affecting the NTTR.

(2) Provide range-monitoring services for scheduled BLM air operations within the NTTR.

e. All signatories shall ensure personnel involved are briefed on the purpose and procedures of this agreement.

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5. COORDINATION PROCEDURES, <u>NON-FIRE, FIRE RECON, OR INITIAL ATTACK</u> (NO TFR):

a. When BLM agency dispatchers or aviation managers become aware of non-TFR operation(s) that may necessitate flight within the NTTR, they shall:

(1) Schedule BLM air operations affecting the NTTR on a non-interference basis with 98 OSS/OSO (Current Operations), in a timely manner and provide known recurring mission planning information as far in advance as possible. (Use of certain restricted areas may require special security considerations).

(2) Schedule the operation and subsequent changes to proposed flight with 98 OSS/OSO (Current Operations) and coordinate same day changes/additions including unanticipated Fire Recon with the Blackjack scheduler and NATCF.

(3) For non-fire fighting operations, verify (verification does not guarantee the schedule won't change) proposed flight operations with NTTR Range Scheduling office three days prior to planned flight and FAX a map showing area of operation.

(4) Pre-brief all BLM aircrews to establish radio contact with NATCF prior to entering or exiting NTTR airspace.

(5) Notify Blackjack and NATCF upon completion of flight activity.

b. Upon BLM notification of a proposed flight operation in the NTTR, 98 OSS/OSO (Current Operations shall):

(1) Advise BLM of any security considerations relevant to proposed flight operations.

(2) Advise BLM coordinating unit/dispatch of projected or known activity within times and areas in which BLM will conduct aviation operations.

(3) Coordinate BLM activities with all DoD scheduled units.

(4) Make every attempt to accommodate BLM mission requests within safety of flight considerations and contingent upon DoD requirements.

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c. Blackjack shall:

(1) Notify all flying units of BLM air operations scheduled within the NTTR.

(2) Coordinate Fire Recon requests with NATCF, i.e. route of flight, ranges affected, status of range, (hot, cold, scheduled, open for joint use, etc).

(3) Advise BLM to remain clear of NTTR during DoD hazardous operations or significant flight operations in the scheduled BLM operating area and provide an estimate when BLM operations can resume.

d. NATCF shall:

(1) Assign a discrete Mode 3/A beacon code for all BLM aircraft as requested, and notify Blackjack of code assignment.

(2) Issue current Nellis Range altimeter setting.

(3) Provide VFR flight following/deconfliction to the maximum extent possible, on a workload permitting basis.

(4) Coordinate Fire Recon requests with Blackjack, i.e. proposed route of flight, ranges affected, status of range, (hot, cold, scheduled, open for joint use, etc).

6. COORDINATION PROCEDURES, <u>FIRE RESPONSE</u> (TFR):

a. BLM shall:

(1) Request status of Nellis AFB scheduled military training routes (MTRs) from 57 WG Scheduling.

(2) Immediately advise NATCF of the location of the reported fire/requested TFR or reconnaissance route, to include latitude and longitude information if available (i.e. global positioning system [GPS] derived coordinates).

(3) Request a TFR with the appropriate FAA Air Route Traffic Control Center (ARTCC) and request that latitude and longitude information be included in the NOTAM.

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(4) In addition to telephone and NOTAM information, FAX a hard copy of the approved TFR map to NATCF and Blackjack.

(5) Establish a BLM liaison representative, if deemed appropriate.

(6) Advise NATCF directly of any modification, changes or cancellation of the TFR.

(7) Ensure that aircrews contact NATCF prior to entering the NFA airspace and advise NATCF of type aircraft and proposed route to area of operations.

(8) Ensure all BLM incident support aircraft obtain an ATC approval to operate within the NTTR restricted areas.

b. NATCF shall:

(1) Notify Blackjack of any TFRs established that may affect the NTTR.

(2) Notify Base Operations and Nellis Tower supervisor upon receipt of information indicating establishment of a TFR within the NFA (excluding the LATN Areas).

(3) Issue applicable TFR restrictions to aircraft flying in the vicinity of a TFR area and assist Blackjack with deconfliction of DoD and BLM mission aircraft.

(4) Notify Blackjack of any reported and/or suspected fires within the NFA.

(5) Assign Mode 3/A discrete beacon codes for BLM TFR response aircraft conducting operations within the NFA and advise BLM aircraft of range status, (hot, cold, scheduled, open for joint use, etc). Relay code assignments to Blackjack for NTTR operations.

c. Base Operations shall disseminate the information via NOTAM system and as a local advisory to all Nellis flying units.

d. Blackjack shall:

(1) Ensure compliance with NTTR security requirements.

(2) Comply with TFRs as issued by the Federal Aviation Administration (FAA) and relay TFR establishment, cancellation, or changes to all aircraft monitoring Blackjack frequency.

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(3) Relay TFR restrictions to all aircrews scheduled in the NTTR.

(4) Be the approval authority for all BLM mission aircraft to enter and exit NTTR Restricted areas.

7. CANCELLATION OF TFR. TFRs will be canceled by BLM through established procedures at the appropriate ARTCC. BLM will notify NATCF and Blackjack when air operations for the TFR are complete and all aircraft have exited the area. NATCF will coordinate with Blackjack to ensure removal of all TFR exclusions within the NTTR.

8. LAND MANAGEMENT AUTHORITY AND RESPONSIBILITY.

a. The BLM State Aviation Manager or Assigned BLM Airspace Coordination Specialist shall:

(1) Be the focal point for BLM field offices in resolving any procedural difficulties in scheduling airspace with Nellis AFB through coordination with Nellis Airspace Management Office.

(2) Function as the focal point for BLM field offices recommending changes to this LOA.

(3) Be the point of contact for Nellis Airspace Management in making changes to this LOA.

(4) Coordinate with Nellis Airspace Management and/or Flight Safety on all airspace conflicts or incidents conclusions/findings regarding airspace conflicts within the NFA or Nellis scheduled MTRs.

b. Nellis AFB/NTTR Airspace Manager shall:

(1) Serve as primary action office on Special Use Airspace (SUA) and/or Airspace for Special Use (ASU) matters and be the primary point of contact to BLM for matters pertaining to this LOA.

(2) Investigate, in concert with Flight Safety, 57 OG, 98 OG, and BLM, all alleged airspace deviations, incidents or violations when SUA/ASU is involved.

9. INCIDENT/ACCIDENT. In the event of an incident or accident involving BLM assigned aircraft within the NFA or a Nellis scheduled MTR; BLM shall notify NATCF Supervisor and Nellis AFB/NTTR Airspace Manager immediately. BLM will follow standard incident/accident or hazard reporting procedures and prepare a coordinated report to be forwarded to BLM National Office and the DOI Aviation Management Directorate. Incidents shall be reviewed during coordination meetings between BLM and Nellis AFB agencies.

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10. EDUCATION AND AWARENESS. Joint education and awareness is essential to the mutual efforts to enhance safety of flight. Exchange visits between BLM Nevada/Utah & Nellis AFB are encouraged to foster open communication between all personnel who use this Agreement. Periodic briefings on NTTR airspace are appropriate. Coordination meetings should occur in spring and fall to assess implementation of this agreement. All signatories shall ensure personnel involved are briefed on the purpose and procedures of this agreement

11. MODIFICATION/CANCELLATION OF THIS AGREEMENT. Modification or cancellation of this letter is authorized with written mutual consent of all signatories and will require 30 days prior notice.

12. FOUR ATTACHMENTS: (attachments may be individually administratively updated)

- 1. TERMS OF REFERENCE.
- 2. POINTS OF CONTACT AND RADIO FREQUENCIES.
- 3. NTTR/NFA and LATN AREA MAP
- 4. STANDARD FIRE TRAFFICE AREA (FTA)

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Signatures

STEVEN G. SEROKA, Colonel, USAF Commander, 98th Operations Group (ACC) Nellis Air Force Base, Nevada

THOMAS M. WEBSTER JR., Colonel, USAF Commander, 57th Operations Group (ACC) Nellis Air Force Base, Nevada

/s/ Amy L. Lueders

Ron Wenker For Nevada State Director Bureau of Land Management Nevada State Office Reno, Nevada

Selma Sierra for Utah State Director Bureau of Land Management Utah State Office Salt Lake City, UT

Date

7 JAN

Date

Date

Date

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TERMS OF REFERENCE

SHALL – Mandatory action, not permissive or optional.

WILL – Futurity, permissive for future application.

MAY – Optional action, not mandatory.

AIRSPACE CONFLICT – For purposes of this LOA, an airspace conflict is an aviation related occurrence which meets BLM definitions of incident or hazard while using the National Airspace System.

AIRSPACE FOR SPECIAL USE (ASU) – Airspace of defined dimensions wherein activities must be confined because of their nature and/or wherein limitations may be imposed upon aircraft operations that are not part of those activities. Examples of ASU in the Nellis flying area are air traffic controlled assigned airspace above the Desert and Reveille MOAs, aerial refueling anchors, MTRs, and LATN areas.

BLACKJACK (NTTR Operations Center) – Command and Control Facility that provides real time range scheduling, ground party access, range safety and special test assistance. Operational during NTTR DoD operations.

BLM – Refers to all personnel and aircraft under operational control of BLM Nevada and/or Utah State and district offices. It may also include aircraft or other equipment owned, contracted, or rented by other government agencies participating in joint operations.

BLM FLIGHT ACTIVITY AREA - An area where BLM aircraft conduct flight operations. A TFR coordinates, or a geographical location may define this area. There may be no standard dimension to this area especially for non-fire aviation operations. There may be only one or several aircraft operating within it. Also see term - Fire Traffic Area (FTA).

DECONFLICTION OF AIRSPACE – Processes and procedures taken by land management agency dispatchers in coordination with Special Use Airspace/Airspace for Special Use (SUA/ASU) scheduling facilities, NACC, and Blackjack by which the potential for airspace conflicts are minimized for known traffic. When a BLM intended flight mission might conflict with DoD aircraft in their training or operating areas, the agency should request assistance in avoiding the conflict. The deconfliction request must be submitted immediately upon identification of need and will be contingent upon DoD operations capability to accommodate. TFRs require accommodation and priority for BLM flight operations.

FIRE FLIGHT OPERATIONS - Aviation operations taken in response to wild land fires. Response may be in the form of any combination or air tankers, smoke jumper aircraft, helicopters, lead planes, and air tactical aircraft. Areas should be avoided even when smoke or flame is not apparent, since numerous aircraft may still be operating in the vicinity during the "mop-up" stages of a fire.

FIRE TRAFFIC AREA - The FTA (See Attachment #4) was developed by aerial firefighting personnel to provide a standardized initial attack airspace structure to enhance air traffic separation for all aircraft over wildland fire (or other) incidents. Although the FTA was designed for wildland firefighting incidents, the structure and communications requirements are patterned after Class D airspace with some specific differences.

END-PRODUCT CONTRACTS/SERVICES – BLM contracts awarded that use aircraft as a means of delivering a service or product. Aircraft used are not "Public Aircraft" and are not under the operational control of the BLM, and as such are not subject to the scheduling and airspace coordination procedures specified in this LOA. These aircraft are general aviation aircraft operating IAW 14 CFR Parts 91, 133, and/or 137 while flying in the NFA.

LOW ALTITUDE TACTICAL NAVIGATION (LATN) AREA – Airspace east, south, and west of the NTTR between 50 and 1,500 feet AGL to allow random selection of navigation points and low altitude formation practice. Ground tracks must remain well clear of Class B & D airspace, airports, and residential, populated and noise sensitive areas. Airspeeds are below 250 knots.

MILITARY OPERATIONS AREA (**MOA**) – Airspace established outside Class A airspace to separate/segregate certain military activities from Instrument Flight Rules (IFR) traffic and to identify to VFR traffic where these activities are conducted. When a MOA is active, non-participating IFR traffic may be cleared through the area provided ATC can provide standard IFR separation; otherwise, IFR traffic will be rerouted around the MOA.

MILITARY TRAINING ROUTES (MTRs) – Routes established to accommodate low-altitude training operations that permit speeds in excess of 250 KIAS below 10,000 feet MSL (some segments may extend above 10,000 feet MSL due to terrain or other requirements). Only the route centerline is depicted on Aeronautical Sectional Charts. There are two types of MTRs:

IFR MTRs (IRs) -These routes are used in accordance with Instrument Flight Rules (IFR) regardless of weather conditions. Current information concerning these routes is available from any ARTCC within which the route is located. However, the most reliable source of information is always the scheduling activity listed in the AP/1B (FLIP) handbook.

VFR MTRs (VRs) - Operations on these are conducted in accordance with Visual Flight Rules (VFR) requiring visual meteorological conditions (VMC) for use. Current information concerning these routes is available from the scheduling activity listed in the AP/1B (FLIP) handbook.

NELLIS AIR TRAFFIC CONTROL FACILITY (NATCF), callsign "NELLIS CONTROL" -Provides air traffic control services within the NTTR and NFA. Approval authority for aircraft entering/exiting the NTTR and 24 hour point of contact for BLM operations.

NELLIS FLYING AREA (NFA) - For the purposes of this LOA, the NFA is that airspace that includes the NTTR, Nellis Terminal/Enroute Airspace, and Low Altitude Tactical Navigation (LATN) Areas. (See Attachment #3)

NEVADA TEST AND TRAINING RANGE (NTTR) COMPLEX - Airspace composed of the Desert MOA, with overlying Air Traffic Control Assigned Airspace (ATCAA), Reveille North and South MOA and ATCAA, Restricted Areas R-4806 East/West, R-4809, and R-4807A/B. The Desert MOA is subdivided into Sally Corridor, Elgin, Caliente, and Coyote training areas. Restricted Areas R-4806 East/West, R-4809 and R-4807 A/B are joint use airspace and subdivided as follows: Alamo A, B, & C, Areas 61A & 61B, 62A& 62B & C, 63A & 63B, 64A, B, C, D & E, 65A,B,C &D, 71N, 71S, 74A, 74B, 74C, 75E, 75W, 76, 76A, Tolicha Peak, Pahute A & B, ECE, ECW and ECS. R-4808N and portions of R-4808S are non-joint use restricted areas under control of DOE.

NEAR MID-AIR COLLISION (NMAC) - A near mid-air collision is defined as "an incident associated with the operation of an aircraft in which a possibility of collision occurs as a result of proximity of less than 500 feet to another aircraft, or a report is received from a pilot or qualified aircrew member stating that a collision hazard existed between two or more aircraft."

****NON-TFR FLIGHT OPERATIONS**-Generally fall into two categories:

PLANNED - Those non-TFR aviation operations that can be anticipated planned and scheduled in advance by BLM. These would include aerial surveillance/photography, animal counting and/or round up, wilderness study area survey, etc.

EMERGENCY - Non-TFR aviation operations that cannot be anticipated and/or planned in advance. These would fall into the category of fire recon missions and medical evacuations or other emergencies related to human life or limb endangerment.

RESTRICTED AREA -Established to denote the existence of unusual, often invisible hazards to aircraft such as artillery firing, aerial gunnery, missiles, of ground target attacks. Penetration of restricted areas may be extremely hazardous for non-authorized aircraft entrance and is legally prohibited. Authorization to transit restricted areas designated joint use when the area is not in military use may be obtained from the using or controlling agencies.

****TEMPORARY FLIGHT RESTRICTION (TFR)** – A flight restriction implemented under Title 14 CFR Section 91.137 that identifies an area of airspace, both laterally and vertically, for which entry by non-participating aircraft is restricted for specified period of time. Flight restrictions may be requested in response to the aviation safety needs for separation of participating and non-participating aircraft during disaster type occurrences. It is requested from the FAA ARTCC within whose jurisdiction the location lies and is forwarded by the ARTCC to the National Flight Data Center (NFDC) for processing and dissemination to Flight Service Stations. All pilots are required to be aware of TFRs. Entry into the airspace by non-participating aircraft is prohibited or severely restricted.

**** IMPORTANT NOTE**: Due to the possibility of misunderstanding the term TFR, the words "Temporary Flight Restriction" shall be used during all landline coordination and radio transmissions.

UNMANNED AERIAL SYSTEM (UAS) - The FAA/DOD term for a pilotless aircraft including drones which is remotely controlled by an external source either airborne or on the surface.

Nellis Air Traffic Control Facility (NATCF) 57 OSS/OSAR 3770 Duffer Drive Nellis AFB NV 89191-7001

Blackjack Range Operations Center 3770 Duffer Drive Nellis AFB NV 89191-7001

57th Wing Scheduling 57OSS/OSOS 4450 Tyndall Ave Nellis AFB NV 89191-6067

Range Scheduling 98 OSS/OSO 3770 Duffer Drive Nellis AFB NV 89191-7001

Nellis Airspace Manager 57 OSS/OSM 4430 Grissom Ave. Suite 206C Nellis AFB NV 89191-6067

66 RQS/DO 5151 Ellsworth Ave Nellis AFB NV 89191-6801

FAA Representative 4430 Grissom Ave. Suite 206 Nellis AFB NV 89191-6067

AFREP (Air Force Representative-FAA WP) Los Angeles CA

Flight For Life (Valley Hospital) 620 Shadow Lane Las Vegas, NV

Nevada Test Site Operations Coordination Center (OCC) P.O. Box 98521 MS NTS 778 Las Vegas, NV

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POINTS OF CONTACT:

Chief Controller Watch Supervisor FAX e-mail

Supervisor Real-Time Scheduler FAX e-mail

Scheduler FAX e-mail

Scheduler FAX e-mail

Phone FAX e-mail e-mail

Operations Officer FAX

Phone FAX e-mail

Phone FAX e-mail

Emergency Helicopter Mercy Dispatch

Site Operations Schedulers

FAX e-mail 702-653-4644/4540 702-652-4222/653-5638 702-653-4656 ward.hanning@nellis.af.mil

702-653-4537 702-653-4707 702-653-4603 ranwbj@nellis.af.mil

702-652-2040 702-653-4220 57oss.osos@nellis.af.mil

702-653-4710 702-653-4887 osssched@nellis.af.mil

702-652-6490 or 3309 702-652-8532 James.Callahan@nellis.af.mil Thomas.Miller2@nellis.af.mil

702-652-6692 702-652-6686

702-652-5530 702-652-8532 Dennis.Bee@faa.gov

310-725-3900 310-725-3999 David.Sampson@faa.gov

702-383-1000 702-384-3400

702-295-4015 702-295-2441 702-295-2442 702-295-1968 occsiteoperations@nv.doe.gov

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POINTS OF CONTACT:

BUREAU OF LAND MANAGEMENT DISPATCH OFFICES:

Las Vegas

Las Vegas Field Office: 1401 N. Torrey Pines, Las Vegas, NV 89130 Las Vegas Interagency Communication Center: 2980 North Rancho Drive, Las Vegas, NV 89130

Dispatch-Emergency		702-631-2350
Administration		702-515-5300
Dispatch-Emergency – After Hours		702-631-2350
FAX		702-646-1996
Duty Coordinator	Dennis Sheridan	702-515-5305
	E-Mail	dsherida@nv.blm.gov
Aviation Dispatcher	Vacant	702-515-5300
_	E-Mail	name@nv.blm.gov
Aviation Manager	Randy Johnson	775-726-8101
	Cell Phone	775-296-0814
	E-Mail	Randy_Johnson@nv.blm.gov

Ely

Ely Field Office: 702 North Industrial Way, HC33 Box 33500, Ely, NV 89301-9408 Ely Interagency Communication Center: *Address Same as Above*

Dispatch-Emergency (Cell Phone)		775-289-9395	
Dispatch-Normal Hour	S	775-289-1925	
FAX		775-289-1930	
Duty Coordinator	Karla Luttrell	775-289-1922	
	E-Mail	kluttrell@nv.blm.gov	
Aviation Dispatcher	Mary Anderson	775-289-1925	
	E-Mail	m4anders@nv.blm.gov	
Aviation Manager	Randy Johnson	775-726-8101	
	Cell Phone	775-296-0814	
	E-Mail	Randy_Johnson@nv.blm.gov	

Battle Mountain

Battle Mountain Field Office: 50 Bastian Road, Battle Mountain, NV 89820-2332

All Fire & Non-Fire Aviation Dispatch Operations conducted on the BLM Battle Mountain District will be normally be coordinated through BLM Central Nevada Dispatch @ Winnemucca: See Address & Phone Numbers for Winnemucca Below.

Dispatch-Emergency		775-623-3444
Dispatch-Normal Hour	rs	775-623-1555
FAX		775-635-4119
Fire Mgmt. Officer	Dave Davis	775-635-4114
	E-Mail	ddavis@nv.blm.gov
Aviation Manager	Cameron Dingman	775-748-4023
	Cell Phone	775-934-7933
	E-Mail	cdingman@nv.blm.gov

POINTS OF CONTACT

Winnemucca

Winnemucca Field Office: 5100 East Winnemucca Blvd., Winnemucca, NV 89445 Central Nevada Interagency Dispatch Center: 5330 Jays Road, Winnemucca, NV 89445

Dispatch-Emergency		775-623-3444
Dispatch-Normal Hour	S	775-623-1555
FAX		775-623-1754
Duty Coordinator	Kai Olsen	775-623-1750
	E-Mail	k40olsen@nv.blm.gov
Aviation Dispatcher	Bryan Granath	775-623-1558
_	E-Mail	bgranath@nv.blm.gov
Aviation Manager	Paul Borcherding	775-623-2397
	Cell Phone	775-304-1021
	E-Mail	pborcherding@nv.blm.gov

Nevada State Office

Office of Fire & Aviation: 1340 Financial Blvd., Reno, NV 89502 Western Great Basin Coordination Center: *Address Same as Above*

Dispatch-Emergency Dispatch-Normal Hour FAX	s	775-861-6455 775-861-6455 775-861-6459
BLM State Aviation Manager	Greg Gall Cell Phone FAX E-Mail	775-861-6535 775-722-4594 775-861-6668 ggall@nv.blm.gov

Utah State Office

Office of Fire & Aviation: PO Box 45155, Salt Lake City, UT 84145 Eastern Great Basin Coordination Center: 5500 W. Amelia Earhart Drive, Ste 270, Salt Lake City, UT 84116

5	801- 531-5320 801- 531-5320 801- 531-5321
Vacant Cell Phone FAX F Maril	801-539-4296 801-673-6057 801-539-4198 name@ut.blm.gov
	Vacant Cell Phone

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POINTS OF CONTACT

Tonopah Field Station (Detached office of BLM Battle Mountain Field Office) Tonopah Field Station: P.O. Box 911, Tonopah, Nevada 89049

Field Station-Normal Hours		775-482-7000
FAX		775-482-7810
Wild Horse Specialist And	rea Felton	775-482-7847
<i>E-M</i>	ail	afelton@nv.blm.gov

Cedar City, Utah (Color Country Interagency Dispatch Center) Cedar City Field Office: 176 East DL Sargent Drive, Cedar City, Utah 84720 Cedar City Interagency Dispatch Center: 1770 West Kittyhawk Drive, Cedar City, Utah 84720

Dispatch-Emergency		435-865-4611
Dispatch-Normal Hours		435-865-4600
FAX		435-865-4691
Center Manager	Ricky Smith	435-865-4601
-	Cell Phone	435-590-8358
	E-Mail	r40smith@ut.blm.gov
BLM Aviation Manager	John Burke	435-865-4621
	Cell Phone	801-550-9857
	E-Mail	jburke@ut.blm.gov
FS Aviation Manager	Blake Ford	435-896-1608
	Cell Phone	435-979-0452
	E-Mail	blakford@fs.fed.us
Aviation Dispatcher	Tina Greenhalgh	435-865-4604
-	Cell Phone	435-559-3157
	E-Mail	tgreenhalgh@ut.blm.gov

South Zone Logistic Center

Arizona Strip Field Office 345 E. Riverside Dr. St. George, Utah 84790

Switchboard		435-688-3200
Logistics Center		435-688-3360
FAX		435-688-3363
BLM Aviation Manager	Bryan Bracken	435-688-3350
	Cell Phone	435-632-4710
	E-Mail	bbracken@blm.gov
Logistics Coordinator	Kristine Evenson	435-688-3361
-	Cell Phone	435-772-3925
	E-Mail	kevenson@blm.gov
		0

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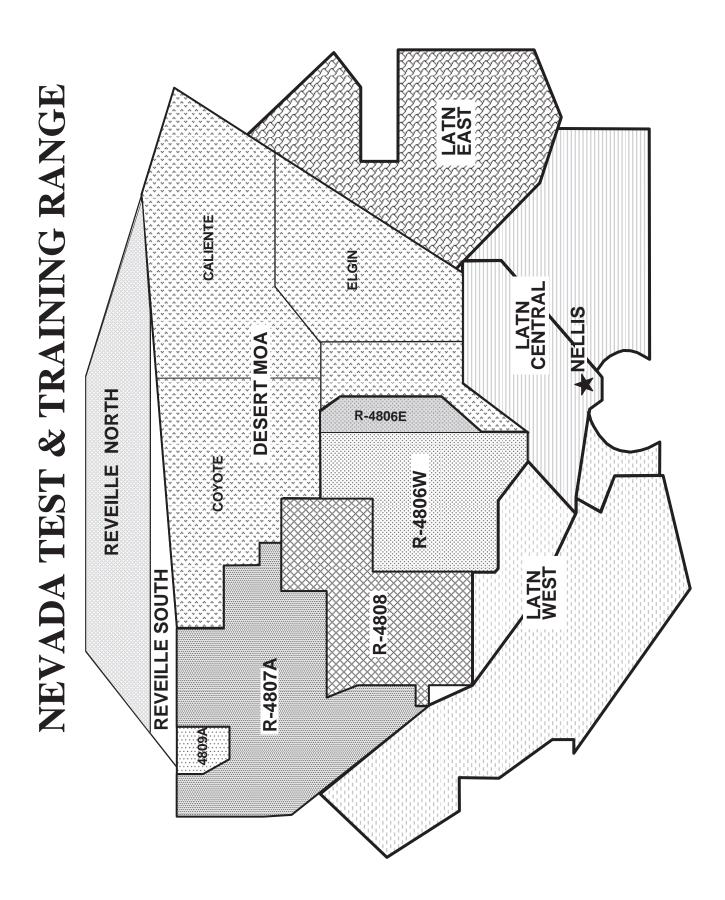
NATCF (CALL SIGN: "NELLIS CONTROL") FREQUENCIES:

Nellis Control West (LEE) Sector: (Restricted Areas, Beatty, Goldfield, Tonopah, Warm S	VHF prings, etc.)	119.35
Nellis Control East (SALLY) Sector: (Desert MOA, Rachel, Pioche, Caliente, Ash Springs, E	VHF Elgin, Mesquite, etc.)	126.65

BLACKJACK (RANGE OPERATIONS CENTER) FREQUENCY

Blackjack: (Real-Time Scheduling and Information)	VHF	139.75
	FM Transmit	150.175
	FM Receive	148.500

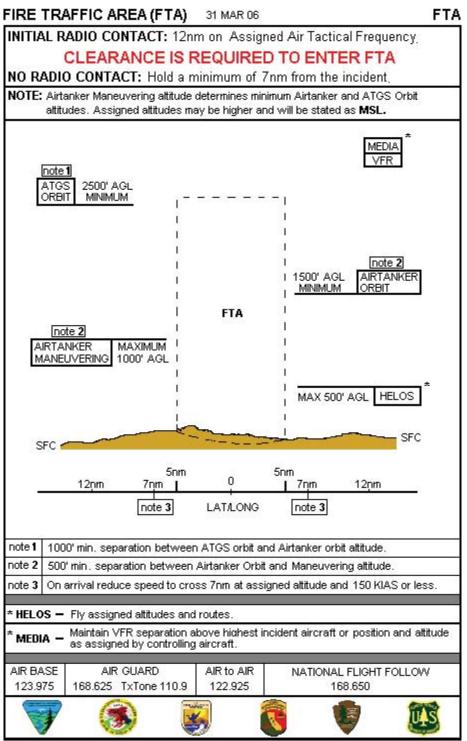
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FIRE TRAFFIC AREA

Attachment 4

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Fire Traffic Area (FTA).

- The FTA was developed by aerial firefighting personnel to provide a standardized initial attack airspace structure to enhance air traffic separation for all aircraft over wildland fire (or other) incidents.
- Although the FTA was designed for wildland firefighting incidents, the structure and communications requirements are patterned after Class D airspace with some specific differences.

• Communications

Initial radio contact should be initiated by 12nm from the fire in order to receive a clearance into the FTA prior to 7nm. Monitoring the air tactical frequency while enroute will allow you to determine the appropriate time to establish radio contact with the controlling aircraft. Establishing communications earlier rather than later will often improve efficiency over the fire. Remember a clearance is required to enter the FTA.

Initial radio contact information should include your call sign, distance, direction and time from the fire. After receiving a clearance into the FTA, Pilots should plan to arrive at 7nm from the fire at their assigned altitude and at 150 KIAS* (Or Less When Applicable).

Large air tankers may need to operate at higher airspeeds. Captains of such aircraft shall advise the controlling aircraft of entry speeds exceeding 150 KIAS.

If radio contact can not be established, Pilots should maintain VFR, hold on the 7nm ARC from the fire, with left turn orbits around the fire.

• **Profile:** Air tanker maneuvering altitude is the highest altitude required by the working air tankers to initiate low-level retardant drops safely. This altitude is established by the current working air tanker Captain. This is also the highest altitude at which a participating lead plane or ASM will orbit the fire when providing low-level supervision.

Air tankers will establish a left hand orbit around the fire at 500 FT above the air tanker maneuvering altitude. Orbiting air tankers should establish an orbit that allows them to view the working tankers below them while maintaining VFR separation form other participating aircraft.

The ATGS (Air Tactical Group Supervisor) platform will maintain 1000 FT. vertical separation above the air tanker orbit altitude. The normal ATGS direction of orbit is right turns around the fire.

When terrain and or air tanker maneuvering altitude may be required, air tanker flight conditions dictate, a higher and ATGS orbiting altitudes must be adjusted upward to maintain standard vertical separation.

- **Media**: Maintain VFR separation above highest incident aircraft or position and altitude as assigned by controlling aircraft.
- 3 C's:

Communications Established

Clearance- Received & Understood

Comply – Comply WITH The Clearance. If You Can Not, Remain Clear Of The FTA Until You Receive An Amended Clearance That You Can Comply With.

If communications are not established, hold on a 7NM ARC from the fire, left hand orbit around the fire.

IF IN DOUBT, STAY OUT!

Nevada Test & Training Range Resource Management Plan

Summary:

The Nevada Test and Training Range Resource Management Plan (RMP) provides management guidance, and identifies land use decisions to be implemented for management of approximately 2.2 million acres of withdrawn public lands in Clark, Lincoln, and Nye Counties. The RMP vacates the existing 1974 Cooperative Agreement between the BLM the USAF, in favor of the management identified and agreed to in the RMP.



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT



Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, Nevada 89130-2301

JULY 2004

RECORD OF DECISION FOR THE APPROVED NEVADA TEST & TRAINING RANGE RESOURCE MANAGEMENT PLAN AND FINAL ENVIRONMENTAL IMPACT STATEMENT



NEVADA TEST AND TRAINING RANGE RESOURCE MANAGEMENT PLAN and RECORD OF DECISION

The approval of this Record of Decision (ROD) for the Nevada Test and Training Range Resource Management Plan (RMP)/Final Environmental Impact Statement, completes the planning and environmental analysis process for this planning effort. The Nevada Test and Training Range RMP provides management guidance and identifies land use decisions to be implemented for management of approximately 2.2 million acres of withdrawn public lands in Clark, Lincoln and Nye Counties.

The approved RMP, which is incorporated by reference and displayed in Attachment A, consists of the proposed decisions described in the Proposed Nevada Test and Training Range RMP. This plan is consistent with the plans, policies of other federal, state, and local government agencies, as well as those of the U.S. Department of the Interior.

This Record of Decision for the Nevada Test and Training Range RMP, fulfills the requirements of the Federal Land Policy and Management Act (FLPMA) of 1976 (43 CFR 1600) and the Military Lands Withdrawal Act of 1999, Public Law 106-65. This document meets the requirements for a Record of Decision as provided in 40 CFR 1505.2.

Based on extensive coordination with Nellis staff, it is also my decision to vacate the existing 1974 Cooperative Agreement between the BLM the United States Air Force, in favor of the management identified and agreed to in this approved RMP.

Although decisions described in this record of decision are not appealable in accordance with BLM regulation 43 CFR 1610.5-2(b), citizens are encouraged to participate during implementation of these decisions. For additional information, contact:

U.S.D.I. Bureau of Land Management Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, Nevada 89130-2301 Telephone: (702)-515-5000

Approved by:

VADA STATE DIREC OR

1-1-04

INTRODUCTION

The Nevada Test and Training Range (NTTR) Resource Management Plan (RMP) provides a comprehensive framework for managing approximately 2.2 million acres of withdrawn public lands administered by the Las Vegas Field Office of the Bureau of Land Management (BLM). This RMP replaces the Approved Nellis Air Force Range Resource Plan, dated February 21, 1992. This new plan will guide the management of the resources for the next 20 years (see Figure 1-1). Resource and program emphases in the plan include but are not limited to: threatened and endangered species, wildlife habitat, special status species, riparian areas, livestock grazing, wild horse management, air, soil, water, fire, hazardous materials management, rights-of way, cultural resources and minerals. It is important to note that the decisions in this plan are based on the primary use of the withdrawn area for military training and testing, as required by planning criteria A (PL 106-65) and consistency with the Wild Horse and Burro Act of 1971 (WHBA).

An interdisciplinary team developed the Proposed Resource Management Plan/Final Environmental Impact Statement, often referenced herein as The Plan. The Plan is based primarily on Alternative B presented in the Draft Resource Management Plan (September 2001), and in response to public and internal comments received during the first seven steps of the planning process.

The development of this land-use plan began in 2000 when the public was invited to become involved through participating in several scoping meetings. Over the next year and a half, a Draft Plan and Environmental Impact Statement was developed. It was published and sent to the public for review in September of 2001. Following BLM review of 25 short form letters supporting Alternative B, 4 comment letters and 5 comments from public meetings on the Draft, the Proposed Plan and Final Environmental Impact Statement was developed and sent to the public for the 30 day protest period May of 2003. The BLM received one letter of protest that was properly submitted to the BLM Director. The BLM Director dismissed the protest in full. A copy of the protest letter and BLM's response letter addressing specific points of protest are available for public review at the BLM Las Vegas Field Office.

The Plan consists of a combination of management directions, allocations, and guidelines that will direct where actions may occur, the resources conditions to be maintained, and use limitations required to meet management objectives.

DESCRIPTION OF THE PLANNING AREA

The NTTR, formerly known as the Nellis Air Force Range (NAFR), military withdrawal area comprises approximately 3 million acres (Figure 1-1). It is a complex assembly of lands managed or regulated by numerous agencies, federal, state and local. The U. S. Bureau of Land Management (BLM), U. S. Fish and Wildlife Service (USFWS), U. S. Air Force, U. S. National Nuclear Security Administration (NNSA), U. S. Environmental Protection Agency (EPA), Nevada Division of Wildlife (NDOW), Nevada Division of Environmental Protection (NDEP), Nye County, Lincoln County, Clark County Department of Air Quality Management, Clark County Comprehensive Planning and Clark County Regional Transportation Commission all have responsibilities to public resource management or public health and safety on the NTTR. Administratively the NTTR is divided into a North Range and a South Range component, which are largely separated by the NNSA's Nevada Test Site (NTS). The North Range contains the BLM's Nevada Wild Horse Range (NWHR), and the Department of Energy's (DOE) Tonopah Test Range (TTR). Congress withdrew most of the South Range for the joint uses of the USFWS as the Desert National Wildlife Range (DNWR) and the Air Force. The planning area described in this RMP, and shown on Figure 1-1, includes only those public lands in Nevada withdrawn from multiple use under BLM management by P.L. 106-65.

ALTERNATIVES INCLUDING THE PROPOSED ACTION

Four alternatives (A, B, C, and D), including "No Action" (Alternative A) were analyzed in the Draft Resource Management Plan. The alternatives were developed specifically to respond to issues identified by the public, as well as cooperating agency input, during the initial scoping process. Although no single alternative satisfies all concerns expressed, the concerns are addressed in various ways in the four alternatives.

The alternatives were prepared with the one major constraint; all resources are potentially available for meeting the requirements of the Air Force's military mission. Nevertheless, all alternatives are legally feasible and technically possible. The alternatives present a balance between legal requirements to protect, restore, and enhance natural resource values in order to achieve a thriving ecological balance and the requirements of the Air Force.

Alternatives Considered but Dropped from Detailed Analysis

The public identified two areas where they wanted to graze livestock, which were not previously grazed by livestock. Public Law 106-65 specifically states grazing could continue where permitted on the date of enactment of the law. The Air Force indicated that livestock grazing in the areas requested would not be consistent with the military mission. Therefore, this alternative was dropped from further consideration.

Alternatives Considered in the Draft Resource Management Plan

Since the NTTR is not open to public access and is, in essence, a protected area, the planning team did not see a need to prescribe different management under each alternative for each resource, other than wild horses.

The fact that the alternatives are essentially the same for all resources and programs other than wild horses is a function of the purposes of the withdrawal. Air Force requirements include operational areas, target arrays, plus critical safety and security provisions. Maintaining the

wild horse herd must be compatible and supportive of the mission operations, the safety of the range staff, and allowing the Air Force to provide necessary security.

The entire planning area has restricted access for safety and national security reasons. Entry is permitted only for individuals with appropriate security clearances and a need to be on the NTTR. Training and testing missions often close areas of the NTTR for extended periods. For this reason, BLM resource managers must work closely with Air Force personnel to plan for and coordinate access to meet resource program needs. Unplanned or emergency access requests, such as those related to fire suppression activities or wild horse health conditions are given high priority and handled on a case-by-case basis. In some instances, it is possible that BLM resource managers may be denied access to NTTR.

Alternative A

This alternative represents the management objectives and directions contained in the approved BLM 1992 Nellis Air Force Range Resource Management Plan and would allow wild horses in the same management area as that established in the 1992 ROD (Figure 2-1of the Draft Plan). This alternative is the basis for comparison between the other alternatives. Management of all resources would be accomplished with decisions and objectives contained in this plan.

Alternative B (Agency Preferred)

Alternative B addresses the full spectrum of resources to be managed in the planning area. It provides for habitat improvements, control/eradication of weeds and noxious plant species, protection of sensitive plant and animal species, protection and enhancement of riparian zones, management of vegetation resources through prescribed burns, livestock grazing management, and cultural resources management. BLM's interpretation of available data was used to identify the area for management of the wild horses as the entire north range of the NTTR, with a core area containing approximately 474,370 acres. See (Figure 2-2 of the Draft Plan) with an Appropriate Management Level (AML) of 600-1000 horses.

Alternative C

Other than for wild horses, all resource management objectives in Alternative C are the same as those for Alternative B. With respect to wild horses, Alternative C represents the area where the wild horses can be managed to minimize conflicts with the Air Force mission. This proposed HMA encompasses an area of approximately 325,220 acres (Figure 2-3 of the Draft Plan). Horses would be allowed to move outside the HMA provided they do not establish permanent home ranges outside of the HMA. The Air Force would be able to request removal horses outside the HMA.

Alternative D (Environmentally Preferred)

Other than for wild horses, all management objectives in Alternative D are the same as those for the other alternatives. Alternative D proposes complete removal of wild horses (Figure 2-4 of the Draft Plan). This would also eliminate any potential for contamination of springs and seeps caused by over use by horses, and eliminate any potential for horses to consume naturally contaminated and potentially hazardous spring or seeps.

Changes from Draft to Final Resource Management Plan and Environmental Impact Statement

This section is included to describe the changes made in the content of the plan due to public, cooperating agency and other state or Federal agency comments and concerns, as well as BLM management review to ensure consistency with laws and regulations.

Based on extensive coordination with the Nellis staff, the BLM and Nellis agreed to reduce the Appropriate Management Level as stated in Alternative B from 600-100 to 300-500 horses. Reducing the number of horses from 600-100 to 300-500 will ensure adequate water and forage are available for wildlife and wild horses even during drought conditions. In addition, reduced horse numbers will decrease conflicts with critical Air Force mission operations and decrease the probability of wild horse impacts to the safety of military personnel.

MANAGEMENT CONSIDERATIONS

Design of the Proposed Plan was guided by the need to provide for a limited range of land uses on the one hand, and the need for environmental safeguards to protect fragile and unique resources as well as meeting the military training and testing requirements. The environmentally preferred alternative (Alternative D above) thus was *not* selected because it did not meet the required need to ensure a viable herd of wild horses would remain on the range in a thriving ecological balance with the environment. Environmental safeguards adopted in the Proposed Plan are designed to provide effective conservation of cultural resources, riparian areas, desert tortoise, special status species, and wildlife habitat. Thus, all practicable means to avoid or minimize environmental harm were incorporated into the Proposed Plan.

Rationale for the Decisions

Readers and users of Nevada Test and Training Range RMP should be aware that the land management objectives and directions adopted conform to the principles of multiple use and sustained yield, as well as protection of unique resources as directed in FLPMA. However, multiple use management does not imply or allow all uses on all areas. Management of some resource values affects the conditions under which other resources can or cannot be utilized or developed. The emphasis of the Nevada Test and Training Range RMP is management of the wild horse, while protecting unique habitats for threatened, endangered, and special status species, unique military training opportunities, limited recreation, as well as other resource uses. Even though habitat is limited, the BLM is committed to provide the desert tortoise with the highest possible quality of habitat. However, it must be noted that management of specified natural resources is secondary to the military mission.

MITIGATION AND MONITORING

Air Quality in the Las Vegas Valley

The Bureau of Land Management (BLM) will direct any future applicants to the Clark County Department of Air Quality Management (CCDAQM) to obtain the required permit or authorization either a Section 17 Standard Dust Control Permit or a Section 12 Preconstruction Permit Review for New or Modified Stationary Sources based on the type of action, prior to approval of any ground disturbing activities on withdrawn public land within the Las Vegas Non-attainment Area. The BLM will terminate or suspend any applicants land use authorization where the holder is not in compliance with the CCDAQM regulations.

The CCDAQM will identify the required mitigation measures on a case-by-case basis using the best available control measures (BACM) for temporary construction and/or the best available control technology (BACT) for actions such as sand and <u>gravel operations</u>. These measures would include but not be limited to use of non-toxic chemical soil stabilizers, water spraying on exposed soil, paving of gravel roads, gravel apron beds at construction sites and track clean grate systems. As technological advances in control of dust and carbon monoxide occur, these methods will be recommended, in full coordination with the CCDAQM, to ensure conformance with the State Implementation Plans (SIPs).

Plan Monitoring and Implementation

Land use actions would be implemented after the State Director approves The Plan's Record of Decision. The Plan's decisions become final with issuance of the Record of Decision. Actions immediately effective with the State Director's signature include reducing the wild horse herd to the Appropriate Management Level (AML) as specified by The Plan.

BLM will monitor RMP progress through annual tracking of all approved actions and identify needed changes to the RMP. Minor changes in data not requiring changes in land use allocations, restrictions, or uses will be documented in supporting records. Public involvement will not be necessary to perform plan maintenance unless there is appreciable public interest.

BLM will involve the public and county governments in any plan amendment or substantive modification of this RMP. Any change to land use allocations, restrictions or uses will be

effected through a formal plan amendment or revision prepared in conformance with BLM planning regulations found in Section 1610.6 of Title 43 of the Code of Federal Regulations. Agencies, organizations, and individuals with an expressed interest in the Nevada Test and Training Range RMP, will be informed of any proposed changes and will be provided an opportunity to participate in the amendment process.

The implementation phase of an approved Resource Management Plan is centered on close coordination, cooperation and consultation with those interested in the management of public lands. The Las Vegas Field Office staff is committed to working with and involving those who are interested in how the public lands will be administered. Within 90 days after Resource Management Plan approval, a specific Implementation Plan will be developed to identify program priorities for the Plan's decisions and to determine the sequence and costs associated with their implementation. Site-specific environmental assessments will be prepared prior to initiating resource projects or activity plans to analyze potential environmental impacts of associated actions. Mitigation measures will be developed and incorporated as special stipulations into authorization permits. The implementation and monitoring plan will be available as a focus document to assist managers in assigning staff and tracking progress towards full implementation of the RMP.

Public Involvement

The public participation process began in May 2000 with the publication of a Notice of Intent to revise the Nellis Air Force Range Resource Plan and EIS a.k.a. (NTTR), in the *Federal Register* (Volume 65, No. 74, Monday, April 17, 2000, page 20483).

The first Notice of Intent was published in the Federal Register mainly to announce the preparation of the Nellis Plan and scoping meetings. Once the planning criteria were completed and the final determination of all cooperating agencies was made, an additional notice was published in the Federal Register that identified all required information per regulation, *Federal Register* (Vol. 66, No. 64/Tuesday, April 3, 2001, pages 17729-17730).

Scoping meetings were held the week of May 1, 2000, in Las Vegas, Amargosa Valley, Pahrump, Beatty, Tonopah and Alamo. The purpose of those meetings was to involve the public in development of resource issues on the NTTR, within the scope of the authority of the BLM. There are decisions and management directions within the existing management plan that need to be reviewed and possibly changed based on public input. All parties involved in this process are aware of the following restriction set forth in P.L. 106-65: The entire NTTR is closed to public use of any road, trail, or other portion of the lands withdrawn, for safety and national security reasons.

Meetings were also held November 27, 2001, November 29, 2001, December 4, 2001 and December 6, 2001, in Beatty, Pahrump, Alamo and Las Vegas respectively.

Protest Issues and Responses

The Director of the BLM received one protest of the NTTR RMP/FEIS from the Nevada Department of Wildlife. The following is a summary of the issues and responses from the Directors office. The issues on concern include the following: 1). The plan fails to substantiate the expansion of the Herd Area by relying on insufficient and incorrectly interpreted information. 2). Management of a core area does not comport with the Wild Free-Roaming Horse and Burro Act of 1971. 3). AML's are never validated using vegetation monitoring data. Further, AML is not validated in this RMP. 4). The Bureau was largely dismissive of the Division's professional positions regarding wild horse management on the NTTR and the impacts upon wildlife and habitat.

Summary of response to issue #1). The Bureau assessed all available data, including analyses provided by previous managers throughout the planning process. The WH&B Act provides the basis to make a reasonable assumption about horse distribution. The BLM must ensure that the wild horses on the NTTR are provided with adequate habitat to meet their needs for the entire year. The NTTR RMP provides for the needs of all animals.

Summary of response to issue #2). Management for the proposed core area is consistent with the Wild Free-Roaming Horses and Burros Act of 1971 and the Act does not preclude the use and application of a core area concept. The core area is similar to a "key management area" as defined on page 54 of TR 4400-7, which states that "A key management area is an area of land that influences or limits the use of the land surrounding it. A key management area is the key area that overrides the indicators of the other key areas within the management unit. Management actions are based on the key management area.

Summary of response to issue #3). During the planning process, BLM evaluated the Air Force's requirements for military personnel safety and mission operations, as well as the carrying capacity of the water resources to establish a recommended, lower AML of 300 to 500 animals.

Summary of response to issue #4). The development of this PRMP must adhere to a number of Federal laws and regulations that allow for ample opportunities for public involvement and comment and state agency consultation. The Wild Free-Roaming Horses and Burros Act of 1971 requires that in making "such determinations the Secretary shall consult with the United States Fish and Wildlife Service, wildlife agencies of the State or States wherein wild free-roaming horses and burros are located . . . [(Sec. 3 (b)(1).]." The Bureau complied with that requirement, and extensively consulted with the NDOW throughout the planning process.

ATTACHMENT A

NEVADA TEST AND TRAINING RANGE RESOURCE MANAGEMENT PLAN

Objective and management directions for air, soil, water, and riparian resources that are impacted by other resource programs are included in those program sections. To avoid redundancy those objectives and management directions are not repeated in the air, soil, water and riparian sections. Each section is numbered as depicted in the Proposed Plan to reduce any potential confusion.

2.6.1 Air Resource Management

Objective:

Ensure that actions in the planning area do not violate local, state, tribal and Federal air quality laws, regulations, and standards.

Management Direction:

Ensure that the planning process addresses air quality considerations by incorporating objectives and actions into resource activity plans, such as Allotment Management Plans, Habitat Management Plans, and Watershed Management Plans. Where applicable, include "conformity" demonstration in site-specific activity plans and/or National Environmental Policy Act documentation.

Permit only those activities on the withdrawn lands that are consistent with Federal, State, and local air quality standards and regulations. Require that all appropriate air quality permits for land use actions are obtained before BLM and/or Air Force approval the action.

Where applicable, demonstrate how proposed management actions comply with local, state, tribal and Federal air quality laws, regulations, and standards (Conformity; per 40 CFR 93.100 et seq).

2.6.2 Soil Resource Management

Objective:

Assess erosion conditions and reduce erosion and sedimentation while maintaining or where possible enhancing soil productivity through the maintenance and improvement of watershed conditions.

Management Direction:

On watersheds that exhibit good potential for recovery, implement protective and or restoration measures.

2.6.3 Water Resource Management

Objective:

Maintain the quality of waters presently in compliance with state and/or federal water quality standards.

Management Direction:

Use Best Management Practices, as identified by the State of Nevada, to minimize contributions from both point and non-point source pollution.

Objective:

Insure availability of adequate water to meet management objectives including the recovery and/or re-establishment of Special Status Species.

Management Direction:

Determine water needs to meet management objectives. File for appropriative water rights on public lands in accordance with the State of Nevada water laws. By terms of the land withdrawal (PL 106-65) there are no federally reserved water rights on the NTTR.

2.6.4 Riparian Resource Management

Objective:

Maintain a desired plant community that provides vegetation and habitat for wildlife, fish, and watershed protection; ensure that all riparian areas are in proper functioning condition by achieving an advanced ecological status, except where resource management objectives require an earlier successional stage. Manage vegetation consistent with vegetation management objectives.

Management Directions:

Complete a Proper Functioning Condition assessment on all riparian areas, and include a description of actions necessary to achieve Proper Functioning Condition on all areas identified as functioning at risk or non-functioning.

Improve riparian areas, giving priority to areas "Functioning at Risk" with a downward trend. Implement measures to protect riparian areas, such as fencing and/or alternate water sources away from the riparian area.

Use integrated weed management techniques, such as burning, chemical, biological or mechanical treatments, to control and eradicate tamarisk and other noxious weeds in areas where potential for treatment is good. Rehabilitate the area with native species to help reduce the potential for re-establishment, and to improve ecosystem health.

2.6.5 Vegetation Resource Management

Objective:

Maintain or improve the condition of vegetation on withdrawn public lands to a Desired Plant Community or to a Potential Natural Community.

Management Direction:

Manage to achieve a Desired Plant Community or a Potential Natural Community.

Objective:

Restore plant productivity for desired species on disturbed areas.

Management Directions:

Rehabilitate, reclaim, or revegetate areas subjected to surface-disturbing activities, where feasible. When rehabilitating disturbed areas, manage for a desired plant community by seeding native species, except where non-native species are more appropriate.

Remove noxious and invasive weeds from public lands consistent with the integrated weed management techniques for removal. Ensure close coordination with state, county, tribal and other federal agencies, including but not limited to the USFWS, and the Air Force, on control efforts.

2.6.6 Visual Resource Management

Objective:

Maintain the integrity of visual resources in the natural areas.

Management Direction:

Ensure all actions initiated or authorized by BLM are in compliance with visual resource management (VRM) guidelines

Objective:

Protect visual resources in the planning area while allowing for development.

Management Direction:

Manage the Groom Mountain Range addition for VRM Class III and IV values, and the Timber Mountain Caldera National Natural Landmark as VRM Interim Class II, with the remainder of the planning area as VRM Interim Class IV (Figure 2-2).

2.6.7 Fish and Wildlife Management

Objective:

Support viable and diverse wildlife populations by providing and maintaining sufficient quality and quantity of food, water, cover, and space to satisfy needs of wildlife species using habitats on withdrawn public land.

Management Directions:

Maintain and improve bighorn sheep habitat by maintaining existing water developments, judicious use of prescribed fire, constructing additional water developments, and protecting/improving springs, seeps and riparian habitat, consistent with BLM policy. Evaluate discretionary activities proposed in bighorn sheep habitat on a case-by-case basis. Grant authorization if the proposed actions are consistent with goals and objectives of the *Rangewide Plan for Managing Desert Bighorn Sheep Habitat on Public Lands* (U.S. Dept. of Interior, BLM 1988) and other applicable policies.

Maintain and improve mule deer and antelope habitat based on the forage and water needs of each species.

Protect sage grouse habitat from ground disturbing activities and coordinate with appropriate state and federal agencies prior to habitat disturbance.

Protect water sources that may benefit or harm wildlife by providing a minimum buffer for permitted activities, consistent with the military mission of the withdrawal.

Protect and improve key nesting areas, migration routes, important prey base areas, and concentration areas for birds of prey.

Protect and improve important non-game resting/nesting habitat in riparian areas and other important habitat types. Discourage projects that may adversely impact the water table supporting these plant communities.

Objective:

Evaluate wildlife habitat quality and quantity on the NTTR and where appropriate re-establish appropriate native fauna (including naturalized species) to historic use areas, and/or increase population numbers in current use areas.

Management Direction:

Cooperate with state and federal wildlife agencies in implementing introductions, reintroductions, and augmentation releases of native and/or naturalized species (such as desert bighorn sheep, and chukar), and as appropriate, capture of these species for relocation and stocking purposes. Design water developments for wild horses and livestock to reduce potential conflicts with bighorn sheep and/or other wildlife. Animal damage control activities may be allowed to meet management directives for wildlife species.

2.6.8 Special Status Species

Objective:

Manage habitat for special status species at the potential natural community or the desired plant community, according to the need of the species. Manage habitat to maintain and/or increase the total number of populations of federally listed species and/or the number of individuals in existing populations, so the requirements for de-listing or down-listing species under the Endangered Species Act will be achieved. Manage habitats for non-listed special status species to support viable populations so that future listing would not be necessary.

Management Direction:

Enter into conservation agreements with the USFWS and the State of Nevada in consultation with Air Force to reduce the necessity of future listings of the species of concern. Conservation agreements may include, but not be limited to, the following: Merriam bearpoppy, and white-margined penstemon.

Objective:

Manage desert tortoise habitat to achieve the recovery criteria defined in the *Tortoise Recovery Plan* (USFWS, 1994) and ultimately to achieve delisting of the desert tortoise. When the population in a recovery unit meets the criterion as outlined in the *Tortoise Recovery Plan*, it may be considered recovered and eligible for delisting. (For a complete criteria listing see the *Tortoise Recovery Plan*, USFWS, 1994.)

Management Direction:

Ensure desert tortoise habitat conditions are consistent with the direction identified in the vegetation objectives and management directions.

2.6.9 Forestry Management

The sale of forest products are not authorized in the planning area. See Section 2.6.19 for recommended fire suppression techniques and management direction.

2.6.10 Livestock Grazing Management

Objective:

Provide for continued grazing of domestic livestock (cattle), from March 1 to February 28 on only the withdrawn portion of the Bald Mountain Allotment. The Naquinta Springs Allotment and the remainder of the planning area will remain closed to all livestock grazing.

Management Directions:

Manage the rangeland resource consistent with the phenological and physiological requirements of key perennial species.

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Ensure forage utilization by livestock is consistent with appropriate Standards and Guidelines and allotment-specific objectives.

For perennial forages on the Bald Mountain Allotment, provide for increased plant vigor and reproductive capability through livestock grazing management.

Maintain static trend or achieve upward trend for key perennial forage species through livestock grazing management.

Allow the permitee to place salt and mineral supplements a minimum of one mile from water.

Objective:

Establish a grazing management system that may include rest rotation, deferred rest rotation, or other management approaches to meet specific resource management objectives.

Management Directions:

Include the availability of water for all resources (e.g., riparian, livestock, and wildlife) as part of any grazing system.

Construct rangeland developments, as needed, to create a more uniform distribution of livestock consistent with management objectives.

Incorporate appropriate Standards and Guidelines into all livestock use authorizations, grazing systems, and management plans to ensure rangeland health is improved or maintained.

Objective:

Manage allotments open to grazing with the "selective management" approach (i.e., maintenance (M), improve (I), or custodial (C)).

Management Direction:

Maintain the Bald Mountain Allotment as an "M" category allotment.

2.6.11 Wild Horses and Burro Management

Objective:

Manage for healthy, genetically viable herds of wild horses in a natural, thriving ecological balance with other rangeland resources.

Management Directions:

Restrict the active management of wild horses to the Herd Management Area (HMA) identified in Figure 2-1 and adjust the existing Appropriate Management Level (AML) based on military operations mission, data in Appendix F and other uses of the water resources to 300-500 horses within the HMA.

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In the future, adjust the AML when monitoring data determine that management objectives for wild horses, vegetation, forage production, water, riparian, and other resources are not being met, including the military mission and safety considerations.

Limit forage utilization by all herbivores to 50 percent of the current year's above-ground primary production for key grasses, and 45 percent for key shrubs and forbs. Construct up to seven exclosures to help assess resource conditions.

Maintain dependable water sources to allow better distribution of wild horses throughout the core area. Develop three to four water wells in the area identified for determining AML (core area).

Objective:

Maintain the wild, free-roaming character of the wild horses on the withdrawn public lands.

Management Direction:

Wild horses will be removed when animals permanently reside on lands outside the AML core area (i.e., use is more than seasonal drift), or if the total horse population exceeds the AML for the HMA.

2.6.12 Cultural Resource Management

Objective:

Identify and protect cultural and paleontological resources in conformance with applicable legislation and BLM and Air Force policy and guidance.

Management Direction:

BLM and Nellis will follow specific guidance stated in the Nellis Air Force Base Cultural Resource Management Plan. (Copies available for review at the Las Vegas Field Office, BLM and Nellis Air Force Base)

2.6.13 Lands Management

Objective:

Lands are not available for disposal within the withdrawn area. Continue to make the withdrawn lands available for land use authorizations.

Management direction:

The Secretary of the Interior may issue a lease, easement, right-of-way, or other authorization with respect to the nonmilitary use of lands only with the concurrence of the Secretary of the Air Force or his designee.

2.6.14 Areas of Critical Environmental Concern

Objective:

Change the boundary of the Timber Mountain designated ACEC to reflect PL106-65, and protect that ACEC.

Management Direction:

Work closely with the Air Force to ensure any changes in management within the Timber Mountain ACEC are fully considered prior to their enactment.

2.6.15 Recreation Management

Continue to allow hunting on the 26-square-mile area on Stonewall Mountain. Access restrictions on the NTTR preclude all other unrestricted recreational opportunities in the planning area.

2.6.17 Wilderness Management

The NTTR planning area does not contain any land that meets the minimum criteria for consideration as a wilderness study area. No areas will be recommended for management as wilderness.

2.6.18 Minerals Management

Objectives:

Provide for the orderly extraction of sand and gravel by the Air Force for use within the NTTR.

Provide the BLM with an annual production report of the amount of free use material removed from each borrow pit on the NTTR.

Use appropriate environmental standards to allow for the preservation and enhancement of fragile and unique resources.

2.6.18 Hazardous Materials Management

Objective:

Prevent hazardous materials contamination and support environmental restoration and groundwater characterization activities.

Management Directions:

Minimize releases of hazardous materials through compliance with current regulations and existing hazardous waste management plans (a copy of NAFB Plan 12, Hazardous Waste Management Plan is available at the Las Vegas Field Office or through Nellis Air Force

Base).

Evaluate all actions for hazardous materials, waste minimization and pollution prevention.

2.6.19 Fire Management

Objective:

Provide for fire management as well as prescribed fire for fuel reduction and resource enhancement purposes, following guidelines in the National Fire Plan.

Management Directions:

Provide fire suppression efforts commensurate with resource and adjacent property values at risk.

Prevent human-caused fires through an aggressive education, investigation, and public outreach effort.

Provide for maximum fire protection through a comprehensive fire detection system using a multi-agency approach.

Use the BLM approved fire suppression techniques in areas of concern for habitat, cultural resources, threatened and endangered species, the designated ACEC, and rural/wildland interface zones.

For fire suppression, follow specific guidance in the Fire Management Action Plan.

Determine site-specific potentials and prescribed fire priorities, based on survey data of expansion rates of pinyon-juniper forests and understory fuel loads.

Control infestations by noxious or invasive species, especially in relation to disrupting their reproductive potential in conjunction with prescribed fire.

Implement control activities within the constraints of the existing budget.

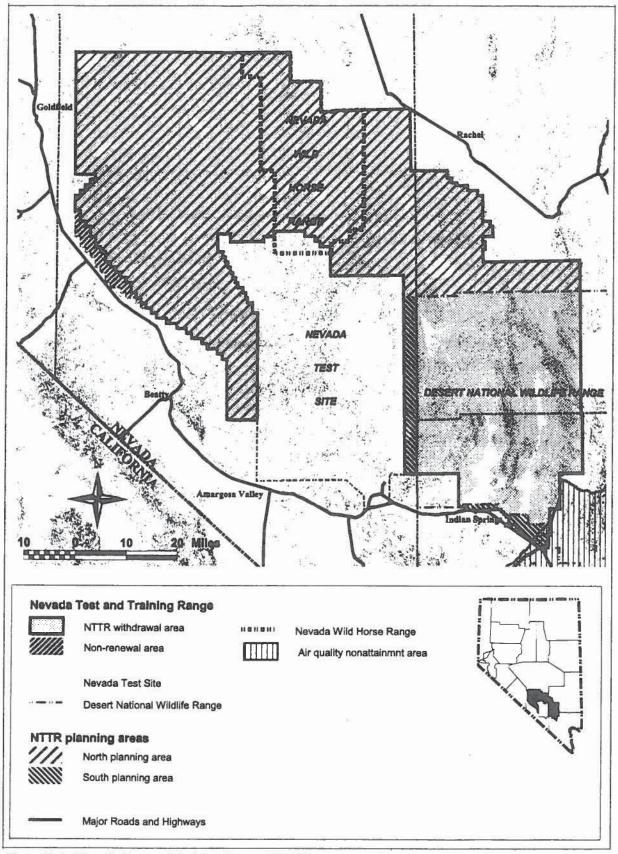


Figure 1-1. Nevada Test and Training Range (NTTR). Areas on the NTTR that overlap the Desert National Wildlife Range are not part of the Planning area.

Stonewall Mountain Bighorn Sheep Management MOU

Summary:

This hunting agreement between the USAF and the State of Nevada Division of Wildlife, signed in July 1997, is for the purpose of protecting and managing the Bighorn Sheep and their habitat on the Stonewall Mountain portion of the NAFR (now NTTR). The Stonewall Bighorn Sheep hunt is in direct response to the Record of Decision for the Groom Mountain Range EIS. Since implementation, Nevada Administrative Code 504.340, which prohibits all hunting and trapping on the NTTR, except for areas of the DNWR, was established.

MEMORANDUM OF UNDERSTANDING

BETWEEN

NELLIS AIR FORCE BASE

AND

THE STATE OF NEVADA

REGARDING

STONEWALL MOUNTAIN BIGHORN SHEEP MANAGEMENT

PURPOSE AND AUTHORITY:

This agreement is entered into for the purpose of protecting and managing the bighorn sheep population on the Stonewall Mountain Bighorn Sheep Management Area (Area) of the Nellis Air Force Range (NAFR). The following two government agencies from the Federal Government and State of Nevada are parties to this agreement:

- United States Department of the Air Force (USAF), functioning through the Air Warfare Center (AWFC/CC), Nellis Air Force Base (NAFB), under the authority contained in the Military Lands Withdrawal Act of 1986, 5 USC 101, 10 USC 2671, 16 USC 670a-670f, hereinafter referred to as the Air Warfare Center (AWFC).
- 2. The State of Nevada Division of Wildlife (NDOW), functioning through the Director, Department of Conservation and Natural Resources, and its administrator, Division of Wildlife, and through its Nevada State Board of Wildlife Commissioners.

APPLICABLE FEDERAL LAWS:

PL 85-337, Hunting on Military Installations, as amended (10 USC 2671) PL 86-797, The Sikes Act, as amended (16 USC 610 a-m) PL 96-336, The Fish and Wildlife Conservation Act of 1980 (16 USC 2901 et seq) Fish and Wildlife Coordination Act of 1934 (16 USC 661 et seq) Recreation Use of Wildlife Areas Act of 1962 (16 USC 4G0 et seq) PL 95-597, Federal Land Policy and Management Act of 1976 (43 USC 1701 et seq) Intergovernmental Coordination Act of 1968 (Title IV) PL 99-606, Military Lands Withdrawal Act of 1986 PL 100-338, Groom Mountain Addition to the Nellis Air Force Range, (Amended PL 99-606) Internal Security Act of 1950, Section 21 (50 USC 797)

APPLICABLE EXECUTIVE ORDERS:

EO 1117, 16 USC 17k Outdoor Recreations Resources - Recreation Advisory Council

EO 11237, 16 USC 4601-8, Prescribing Regulation for Coordination Planning and the Acquisition of Land Under the Outdoor Recreation Program of the Department of Interior and the Open Space program of the Housing and Home Finance Agency

EO 11644, 42 USC 4321, Use of Off-Road Vehicles on Public Lands

EO 12312, Intergovernmental Review of Federal Programs

APPLICABLE STATE LAWS:

NRS 501.100 (Wildlife Belongs to the People of the State of Nevada) NRS 501.105 (Hunting Wildlife in Nevada is Permitted) NRS 501.181 (Duties of the State Board of Wildlife Commissioners) NRS 501.331 (Division of Wildlife Administers State Wildlife Laws) NRS 501.351 (NRS Applicable to Cooperative and Reciprocal Agreements) NRS 503.090 (Unlawful to Hunt Except During Open Season) NAC 502.345 (General Provision for Bighorn Sheep Tags)

OTHER DOCUMENTS:

The mitigation issues from the Groom Mountain Addition, Final Environmental Impact Statement (EIS), November 1986, Chapter 4.

The approved Nellis Air Force Range Resource Plan and Record of Decision, February 1992.

The current cooperative agreement for natural resource management (currently the Five Party Cooperative Agreement, drafted 1977).

Draft Integrated Natural Resource Management Plan.

LAND DESCRIPTION:

This MOU meets the intention of the Record of Decision, Groom Mountain Range EIS, dated 23 Dec 96, that is "to add 26 square miles on Stonewall Mountain (on the Nellis North Range) for controlled Bighorn sheep hunting". The hunt Area is "more or less" defined to lie west of Longitude 117 degrees within the Range 76 airspace boundary (see attached map).

RECITALS:

Whereas AWFC has use of NAFR for military purposes, the Environmental Management Office, 99 ABW/EM, manages wildlife on behalf of AWFC; and

Whereas NDOW, under the laws of the State of Nevada, provides a system of control, propagation, protection and regulation of all fish and wildlife in Nevada; and

Whereas Public Law 100-338, Groom Mountain Addition to the Nellis Air Force Range, modified the NAFR to include the Groom Mountain addition. The final EIS and Record of Decision, dated November 1986, includes an option for further hunting on NAFR lands (reference Chapter 4, Item #3); and

Whereas AWFC controls access to NAFR under the Internal Security Act of 1950 and AFI 31-209 as a controlled area; and

Whereas AWFC operates and controls ground and airspace in the Stonewall Mountain vicinity under authority from the Federal Aviation Administration as R-4807 (see Range Map) and Public Law 99-606, Military Land Withdrawal Act of 1986; and

Whereas NAFR, under AFR 126-1, Paragraph 1-9, are considered Category E, closed to public access due to safety/security requirements and necessitated by the AWFC mission. AWFC will allow limited access for this hunt under AFR 126-1, Paragraph 1-9, Category A, as administrated by NDOW; and

Whereas it is the mutual desire of AWFC and NDOW to work in harmony for the common purpose of protecting, enhancing, and managing the bighorn sheep for the best interest of the people of Nevada and the United States. Therefore, it is mutually agreed that:

JOINT RESPONSIBILITIES:

SECTION I Joint Activities of AWFC and NDOW:

1. Consistent with the Air Force's objective of providing national defense in support of national interests and ensuring public safety, both parties shall cooperate in administration of the bighorn sheep hunt and conducting bighorn sheep inventories of the area.

2. Both parties shall cooperate in carrying out management decisions as stated in plans such as the annual Project Support Plans, the BLM Resource Management Plan, and the Integrated Natural Resource Management Plan (INRMP).

3. Both parties will meet jointly, as needed, to discuss matters relating to bighorn sheep management. NDOW will be responsible for calling/coordinating the meeting annually, at hunt conclusion, to review this MOU.

4. All hunting on NAFR will be conducted with the concurrence of AWFC and will be in accordance with federal (10 USC Section 2671) and applicable state game laws. NDOW will enforce hunting laws and facilitate required briefings to the tagholders and their guides prior to the mutually-agreed hunt start date on NAFR.

5. The hunt shall be annually scheduled for a 3-week period to coincide with breaks in the NAFR test and training activities. AWFC may require a halt to all activities on NAFR at any time due to mission requirements. While every effort will be made not to interfere with the hunt, an essential mission will take priority. 6. R4807 is a restricted area (see attached map). In consideration of safety factors, ground and flying activity restrictions in the Area will be determined by AWFC and clearly understood by NDOW and will be published in the Project Support Plan.

7. AWFC will provide a Range Safety Briefing and explain access requirements, hunt boundaries, and safety protocols for NAFR to those individuals requiring range access during the bighorn sheep hunt. To accommodate all tagholders for the bighorn sheep hunt, the Range Safety Briefing will be held at least one day prior to the opening day of the hunt. Each year, AWFC and NDOW will coordinate on the date, time, and site location for the Range Safety Briefing. Both parties will participate in the Range Safety Briefing. AWFC will provide controlled access for all approved hunters to the Area on the first day of the hunt to allow hunters to set up camp.

8. As recommended by NDOW, trapping or transplanting of bighorn sheep shall be conducted at the joint concurrence of AWFC and NDOW.

9. Off-road vehicle use is controlled by the U.S. Air Force. The Area has special off-road vehicle restrictions. Vehicles may only be used on established 4-wheel drive trails. No off-road access will be allowed. Violations will lead to removal from the range.

10. Nothing in the cooperative agreement is intended to modify, in any manner, other agreements with public agencies, or modify rights granted by treaty, or otherwise, to any Native American tribe(s) or member(s) thereof.

11. Supplemental agreements may be developed as required by both parties to cover other program requirements. This agreement does not supersede any other agreements involving the cooperators that are now in force.

12. All media activities will be coordinated through NDOW and the Nellis Public Affairs Office prior to release.

13. This agreement may be modified or amended by mutual agreement by the authorized representatives of the two agencies. This agreement may be terminated in whole, or in part, upon provision of 30-day written notice of same by one of the signatories to the other signatories (or their authorized representative or replacement).

SECTION II AWFC Responsibilities:

Within the limitations of the assigned military mission and the availability of funds and manpower, the AWFC agrees to:

1. Provide access to authorized agents, employees of the NDOW, and authorized hunters and their associated hunting parties that comply with AFI 31-209 and the Internal Security Act of 1950.

2. Attempt to schedule a 3-week hunting period to begin on Sunday the week prior to the Thanksgiving holiday, the week of the Thanksgiving holiday, and through Sunday the week after the Thanksgiving holiday. The operational mission will take priority in a conflict situation. In that event, AWFC will notify NDOW and follow-up in writing.

3. Determine and establish guidelines for access routes, camp areas, and range access requirements for participants during the bighorn sheep hunting season which will be published in the Project Support Plan.

4. Notify NDOW of modifications to any/all hunt areas. All changes to hunting areas will be coordinated in writing prior to notifying the hunters if time and safety considerations permit.

5. Authorize NDOW to operate approved aircraft for the purposes of aerial census on NAFR in accordance with the Internal Security Act of 1950 and AFI 31-209. AWFC will provide an escort for NDOW aircraft when aerial census occurs within restricted airspace.

6. Restrict flying activities, consistent with operational requirements, over the Area during the designated time period of the Bighorn Sheep Hunt. Restrictions may include lateral and vertical separation from the Area during the hunting season. Flying restrictions will be published in the annual Project Support Plan.

7. Attempt to limit access by DoD-sponsored ground parties, in the management area, during the hunt to prevent interference and to promote safety. AWFC may need access for emergency or law enforcement purposes. NDOW will be notified in the event of an emergency situation to curtail all hunting activities. DoD-sponsored personnel, designated for search and rescue, may enter the Area for those purposes. DoD-sponsored personnel specifically granted law enforcement or security authority will possess firearms.

SECTION III Division Responsibilities:

Consistent with its primary objectives and responsibilities and within the availability of funds and personnel, NDOW agrees to:

1. Periodically census wildlife to estimate population trends and distribution in order to set bighorn sheep harvest quotas and evaluate management needs.

2. Coordinate each year with AWFC the Nevada Big Game Hunting Brochure specifying current state hunting season dates and all state hunting laws and revisions.

3. Make available one or more game wardens to carry out a random patrol in the designated hunt area to enforce state game laws during the bighorn sheep hunting season and to control and monitor the bighorn sheep hunting activity. In conjunction with the normal season-setting process, NDOW will assist the Board of Wildlife Commissioners in order to set the bighorn sheep season, establish a quota, and consistently therewith, issue state hunting licenses and tags for bighorn sheep within the designated hunt area. Before the hunt, NDOW will administer a required course of instruction to all holders of tags within the designated hunt area, together with all members of their hunting parties. NDOW will include in the course of instruction identification of the boundaries of the designated hunt area, will provide a topographic map depicting the boundaries, will describe the existence of ordnance on NAFR, and will emphasize prohibitions on passage into areas outside the designated hunt area. NDOW will procure a signed release, in triplicate form, from each tag holder as well as each member of a tag holder's party, using the agreed-upon form attached hereto as Exhibit A. A copy of each release will be provided to AFWC. NDOW will conduct an interagency post-hunt evaluation with the AFWC. NDOW will identify issues arising during the hunt and will propose resolutions for implementation during the next hunting season.

4. Inform tagholders of the date, time, and site location for the indoctrination and Range Safety Briefing. NDOW will inform the tagholders of the requirements of attendance at the indoctrination and the requirement for all individuals of the hunting party to attend the Range Safety Briefing before gaining access to the Area. NDOW will ensure that this requirement is published in the Nevada Big Game Hunting Brochure.

5. Ensure that all parties abide by access requirements on the NAFR. NDOW will provide to AWFC, twenty (20) days in advance of the bighorn sheep hunting season, a list of all individuals whom request access during the season including NDOW personnel, authorized hunters, and associated hunting parties. Required information includes full name, social security number, date of birth, place of birth, and citizenship (place and date of naturalization if applicable). Individuals not supplying the required information will be denied access. (Also reference Section II, Para 1)

6. Abide by the Nellis Air Traffic Control and/or Blackjack air controllers' instructions. IFF/SIF mode/code, and call signs, will be established and coordinated through NATCF and Blackjack when NDOW is in use of restricted airspace during authorized range periods.

Signature Page

For the Department of the Air Force. Air Warfare Center, Air Combat Command

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For the State of Nevada, Administrator, Division of Wildlife

For the State of Neváda, Chairman, Division of Wildlife Commissioners

For the State of Nevada, State Attorney General

1997 Date

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EXHIBIT A

I freely accept and clearly understand there are certain inherent risks involved in the sport of hunting, that injuries do occur in this sport, and I freely assume all those risk and any injury.

- 2. I acknowledge that the United States Department of the Air Force, functioning through the Air Warfare Center (AWFC) has no duty to keep the Nellis Air Force Range (NAFR) safe for entry or for use by me since I am participating in a hunt, which is a recreational activity, for which no consideration has been given or will be given to the AWFC as provided under the Nevada Revised Statutes § 41.510.
- 3. I hereby agree to release AWFC, including the parent agencies within the federal government, and the State of Nevada Division of Wildlife (NDOW) and to hold them harmless of and from all liability, loss, claims, demands, and possible causes of action that may otherwise accrue from any loss, damage, or injury (including death), whether foreseen or unforeseen, to my person or property, in any way resulting from, or arising in connection with, or related to, my engaging in any activities on NAFR or other areas designated by NDOW. I further agree that this release shall be effective for any injury from any cause whatsoever, including without limitation the failure of anyone to enforce rules and regulations, failure to make inspections, or the acts or omissions of other persons. I agree that this hold harmless provision shall be enforceable for all possible claims, whether based upon negligence, recklessness, or strict liability.
- 4. I furthermore agree to indemnify AWFC, including the parent agencies within the federal government, and NDOW in regard to all liability. I understand this means I will compensate these agencies for any claims or judgments they might suffer from third parties, not signatory to this agreement, caused by my presence, conduct, and activities on NAFR.
- 5. I affirm that I am of lawful age and legally competent to sign this agreement, or that I have acquired the written consent of my parents or guardians; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document of my own free act on this the _____ day of ______, 199___.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING BEFORE I SIGNED IT

Applicant

AWFC

NDOW

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RECORD OF DECISION GROOM MOUNTAIN RANGE EIS

Public Law (PL) 98-485 signed in October 84 withdrew the Groom Mountain Range (approximately 89,600 acres) for use as a public safety and security buffer zone for national defense programs carried out on the adjacent Nellis Air Force Range. PL 98-485 gave the Air Force and Department of Interior until December 31, 1986 to prepare an Environmental Impact Statement if the withdrawal is needed beyond December 31, 1987. I will request that the Department of Interior ask the Congress to renew the withdrawal until November 6, 2001 to coincide with Nellis Air Force Range Withdrawal(PL 99-606). This decision is based on the needs of the Air Force and my review of the Final Environmental Impact Statement (EIS) for Groom Mountain Range, Lincoln County, Nevada, which was filed at the Headquarters, Environmental Protection Agency, Washington D.C on November 14, 1986.

The proposed action is to withdraw about 89,600 acres from the public domain beyond December 31, 1987. The land will be used as a buffer zone and will not be used for any air-to-ground targeting activities or major construction. Thus, direct impacts to the land from Air Force flying activities should be no greater than those currently experienced from existing overflights. Impacts of the withdrawal will be related to restricted and prohibited access. However, there are no overriding impacts on the human environment which would render the proposed action unacceptable. The restrictions on access to the withdrawn land impact upon mineral exploration and development, and outdoor recreation (hunting, trapping, hiking, sight seeing, etc). Additionally, the roads in the withdrawal area would not be available for public use.

Alternatives to the proposed action are: no action, which results in return of the area to unwithdrawn public domain; and withdrawal of a smaller or differently configured area. Return of the area to status of withdrawn public domain lands would result in compromising public safety and the security of national defense activities - the very reasons for which the current withdrawal was authorrized. Thus, the "No Action" alternative is not acceptable to the Air Force, nor is it in the best public interest.

Withdrawal of a smaller or differently configured area was carefully examined for the criteria of achieving both public safety and security. This analysis indicated that the PL 98-485 withdrawal boundaries only marginally meet the safety and security criteria. A smaller area would greatly increase the complexity and cost to meet security needs. Thus, a smaller or differently configured withdrawal is unacceptable.

There are appropriate and cost effective mitigations. PL 98-485 mandates that the Groom Mountain Range withdrawal may not be extended or renewed except by Act of Congress, and that the Air Force and Department of Interior are to offer recommendations for mitigation measures. The mitigation measures considered include those listed in PL 98-485, as well as all measures brought out during public scoping and public comment. Specific impacts and my decision on mitigation actions are dicussed below.

The public raised considerable concern over the loss of public access to the roads in the withdrawal area. While there is no direct means to mitigate this impact, an appropriate offset is possible regarding the existing 43-mile road from Rachel to the Nevada Test Site (NTS). The road is presently maintained by the Air Force (35 miles) and Lincoln county (8 miles). At the request of the Governor of Nevada, Air Force and Bureau of Land Management (BLM) officals met with State representatives to discuss alternatives for paving Rachel to NTS road. As a result of the meeting, the Air Force will provide funds to the Department of Energy (DOE) to provide a rejuvenated Type II gravel road with proper drainage and to maintain the length of road from Rachel to the NTS Gate 700 junction.

To mitigate the loss of hunter/trapper access to wildlife habitat, the Air Force and BLM will provide wildlife waterers on nearby mountain ranges. A distribution of 30 bird waterers and 10 big game waterers would be consistent with the observed wildlife resources and estimated potential hunter utilization on the Groom Mountain Range. The Air Force and BLM agree that the above 40 waterers are an appropriate and reasonable mitigation for lost hunting opportunity. The Air Force will make funds available to BLM for the purchase of the water storage tanks, collection aprons, and installation within Lincoln County. Maintenance of the waterers would become the responsibility of the State of Nevada or another designated agency in the State.

An additional mitigation for the lost hunting opportunity is to add 26 square miles on Stonewall Mountain (on the Nellis North Range) for controlled Bighorn sheep hunting. This area will be open for hunting in conjunction with the existing 10 square mile area and occur during the same time frame.

To the extent feasible, owners of valid patented and unpatented mining claims will be afforded controlled access to work on their claims to maintain their rights under the mining laws. Any value of the property lost due to limitation on access will be implemented through a subordination agreement or the rights will be purchased by the government at fair market value.

Some commenters recommended the purchase of private agricultural land to expand the Hicko, Sunnyside and Wayne Kirsh Wildlife Management Areas (WMA). The Air Force and BLM do not support such land purchases because they are not appropriate mitigations and would have an adverse impact on Lincoln County revenues by reducing the tax base. Such action would also be inconsistant with Lincoln County SB40 plan regarding public land ownership and agriculture land use. However, at Sunnyside WMA, PLM administers adjacent land which would be well-suited to the water-based wildlife management program at that area. BLM has expressed willingness to work with Nevada Department of Wildlife (NDOW) on the Sunnyside lands. At Hicko, the adjacent BLM administered lands are best suited to dry-land grazing and thus are not compatible with the water-based wildlife program.

Rehabilitation of Kershaw-Ryan State Park was raised during public comment as a means to mitigate lost recreational opportunities. According to an Assistant Administrator of Nevada Division of State Parks it would cost approximately \$754,000 to reopen the park to public use. As a potential mitigation measure, rehabilitation of Kershaw-Ryan does not have a sufficient link to the lost recreational opportunity on Groom Mountain Range, and therefore, will not be pursued.

The possibility of making other lands in Nevada, which have been withdrawn for military purposes, available for mineral exploration in lieu of the lands lost to exploration in the Groom Mountain Range was investigated. The land trade could not be done on a value-for-value basis since exploration potential is speculative in any area. Other DoD lands within Nevada include Nellis AFB, Nellis AF Range, U.S. Army Ammunition Depot At Hawthorne, U.S. Navy Bombing Target Areas in Churchill County, and portions of the Wendover AFAF and Range. With the possible exceptions of Nellis AFB, Las Vegas, Wendover AFAF, and all but one of the Navy Bombing Target Areas, each of the listed DoD properties has a history of mineral exploration or production. In reality however, few, if any, of these areas could be considered for a potential trade. Many areas within the Nellis AF Range could not be considered due to security considerations. Other areas are active bombing ranges and public safety could not be assured and still maintain the military usage. Because of public safety and program considerations, no other lands previously withdrawn in Nevada for military purposes are available for mineral exploration.

To compensate for loss of mule deer hunting the posssibility of of increasing herd sizes and stability through range manipulation in a nearby area was examined. ELM consulted NDOW regarding this possible mitigation. On the basis of this consultation, the Air Porce and BLM have concluded that the costs for such a program would not be commensurate with either the level of impacts created by the withdrawal nor with the benefits to be derived. Therefore, this mitigation measure will not be pursued.

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Some commenters requested access to the Groom Mountain Range to conduct scientific studies and research, controlled hunts for deer and birds and establishment of a gene-pool herd of Bighhorn Sheep. The purpose of the withdrawal is to establish a secure and safe buffer zone for military activities. However, this purpose would be compromised because each of the above actions would require entry to the area. Therefore, I have not approved these suggestions.

Many commenters recommended the purchase of private land to expand Red Rock Canyon Recreation Lands in Clark County. Some commenters suggested applying the Santini-Burton Bill to this purchase. The Santini-Burton Bill differs significantly from the Groom Mountain Range Withdrawal situation. Under Santini-Burton, Federal lands are being sold into private ownership to fund the purchase of environmentally sensitive private lands in the Tahoe basin. The result is that ownership of Federal land shifts from the urbanized Las Vegas Valley to the Tahoe basin without a substantial outlay of Federal funds. To purchase land in Clark County would require an act of Congress amending Santini-Burton. Further, the cost estimates to purchase the private lands near Red Rocks Recreation Area range from \$4,000,000 to \$25,000,000 and are based upon the total acreage purchased. The lowest cost represents the estimated cost of only 625 acres. The \$25,000,000 cost represents the estimated cost for the entire 4,968 acres. I see a great disparity between the minor loss of recreation opportunities at Groom Mountain and this mitigation, so purchase of the private lands is not recommended.

Some commenters suggested that Kane Springs Road be paved as a mitigation for the withdrawal of Groom Mountain Range. When the State of Nevada paved Highway 318 from near its junction with US 93 to US 6 the Las Vegas/Ely road mileage was reduced, but it resulted in a decrease of traffic through the communities of Caliente, Panaca and Pioche. We observed that these communities have suffered significant economic consequences from the shift. If the Kane Springs road is paved, the Las Vegas/Ely mileage would be roughly equivalent via either SR #318 or US Route 93. This could lead to a reduction of highway traffic through the communities of Alamo and Ash Springs. The Air Force and BLM view these major economic questions as belonging properly to Lincoln County and the State of Nevada, and not connected to the Groom Mountain Range.

It was suggested that wild horse and burro corrals be located in Lincoln County. Approximately 1500 wild horses and burros were recently removed from the Wild Horse and Burro Range located on the Nellis AF Range and transported to BLM's permanent handling facility in Washoe County.Additional excess animals need to be removed from Nellis AF Range over the next two years.

Existing permanent facilities in other parts of the state and the temporary nature of the excess horse problem make additional permanent facilities unnecessary. They are not connected to impacts caused by the Groom Mountain Range withdrawal.

The withdrawn area will require a continuing level of wildlife, range and cultural resources management to insure against adverse impacts. Particular issues include livestock grazing, wildlife, maintenace of water sources, control of range fires, and protection of cultural resources. The Air Force will mitigate potential impacts through an agreement with BLM to cooperatively plan for and manage the resources of the area.

If a perimeter fence were to be constructed it could have an adverse impact to livestock grazing within the Bald Mountain Allotment. Available waters on the west portion of the allotment would be included within the fence, thereby leaving a significant portion of the allotment without available water. The Air Force, as part of fence construction, will mitigate this impact by making water available north and east of the perimeter fence through spring development and pipelines, well(s) and pipelines, or by fenceline variation. Further, if a perimeter fence is constructed, a survey of archeologic resources on the alignment would be conducted. Based on studies conducted for this EIS, the fence is not expected to adversely affect wildlife, vegetation, soils or water resources.

Should the D/4 cattle operation be put up for sale, the Air Force would either provide continued access to portions of the withdrawal area included in the Bald Mountain Allotment, or provide compensation for any resulting loss in market value. No action will be taken on this until resolution is needed as part of a real estate transaction.

Some persons suggested that a Veteran's Cemetery be located in Southern Nevada. According to the Clark County Public Works Department the area that has been proposed is subject to severe flooding and should be used for flood protection. In BLM conversations with the local Veterans' Administration, the VA expressed no interest in this possible mitigation. Futher, it is not related to the withdrawal and no action is planned on this suggestion.

Based on the Final Environmental Impact Statement and mission requirements of the Air Force, I have decided to implement the proposed action which is that the Air Force will ask the Department of Interior to request that Congress renew the withdrawal of the Groom Mountain Range for a period to coincide with the Nellis Air Force Range Withdrawal (PL 99-606).

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As part of the withdrawal, those mitigations that we have adopted and described above will be followed.

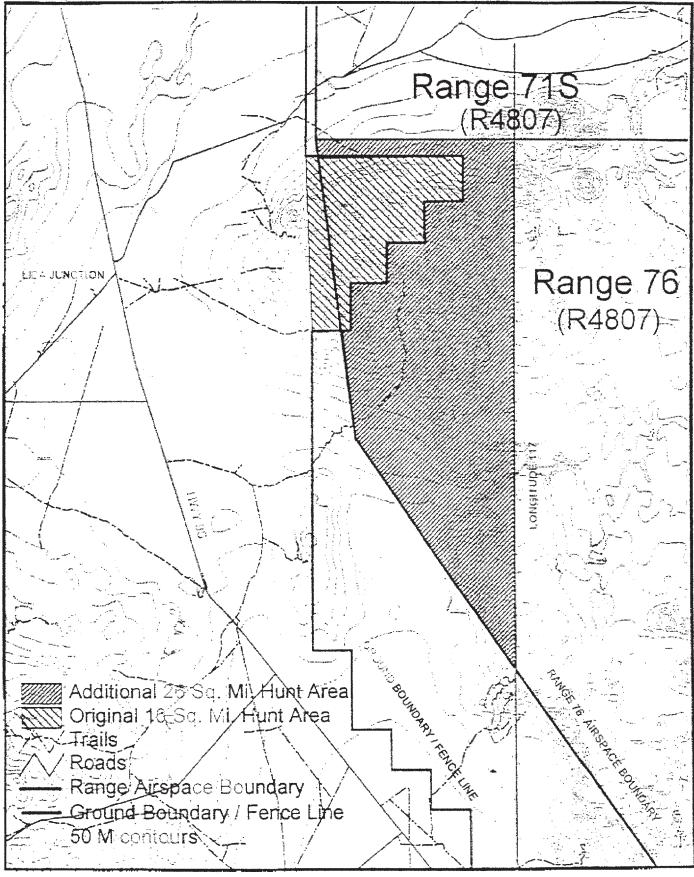
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Deputy Assistant Secretary of the Air Porce (Installations, Environment and Safety)

Date Dec 23, 1986

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STONEWALL MOUNTAIN SHEEP HUNT AREA



Fire Management Agreement

Summary:

This agreement establishes the basic procedures and responsibilities for the fire prevention, reporting, and fire suppression and fire management on BLM lands, the NNSS, and the NAFR. Parties to this agreement include the USAF, BLM, and DOE. A dated copy of the enacted document has not been located.

APPENDIX E

Memorandum of Understanding Between U.S. Department of Energy U.S. Department of Interior, Bureau of Land Management and Tactical Fighter Weapons Center (TFWC), Nellis AFB, NV

1. <u>PURPOSE</u>: This agreement establishes the basic procedures and responsibilities for fire prevention, reporting, and fire suppression and fire management on BLM Lands, the Nevada Test Site, and the Tactical Fighter Weapons Center Ranges.

2. AUTHORITY: The authority for this agreement is Public Law 99-606 (attached).

3. TERMS OF AGREEMENT:

This agreement shall become effective upon signature by all parties. It shall continue in effect until terminated by one party giving 180-day advance notice to the other parties.

This agreement may be modified by written amendment when endorsed by all affected parties.

Each party waives all claims against all other parties for compensation for personal injury or death occurring as a consequence of the fire suppression activities performed under this agreement.

Personnel and equipment may be withdrawn from a fire to combat higher priority fires (as determined by mutual agreement).

This agreement shall not affect the rights of any party to recover suppression costs and/or damages sustained as a result of the negligent or willful act of any person causing a fire.

Reimbursement cost to another party will be in accordance with Para 6 of this Agreement.

This agreement does not supersede or replace any separate agreement between the Department of Energy (DOE), Nevada Test Site, and the Bureau of Land Management (BLM).

4. DEFINITIONS:

a. <u>BLM Lands</u>. Lands administered and/or protected by BLM. These lands constitute BLM's jurisdictional area.

b. <u>NTS</u>. Lands administered and/or protected by the DOE. These lands constitute DOE's jurisdictional area.

c. <u>TFWC Ranges</u>. Lands administered and/or protected by the USAF through TFWC, Nellis AFB, NV. These lands constitute TFWC's jurisdictional area.

d. Supporting Agency. The party furnishing requested assistance or support to another party.

5. RESPONSIBILITY OF THE PARTIES:

BLM will:

Provide annual training for Range Group/range contractor personnel for procedures to presuppress fires.

Compute fire hazard levels and make recommendations (i.e., recommend restricted use of flares) based on potential hazards.

Maintain a portable retardant plant at ISAFAF. This is a fully portable retardant, hamp mixing system used primarily to mix retardant and load into fixed wing aircraft. The system will mix and load retardant at 15,000 gal. per hour. It has a portable water tanker, a loading manifold, loading hoses, and a pilot-crew ready room/office building. Retardant produced by this plant will be made available for fire suppression activities on BLM lands, NTS, and TFWC Ranges. The plant location will be in an area which will not conflict with operational activity. Location to be determined by ISAFAF Commander.

Station an engine and three-person fire crew at ISAFAF for quicker access to Nellis Ranges. The fire crew will be made available to the ISAFAF Commander or his designee for the purpose of supporting designated base facility projects on a non-interference basis. When available the crew will augment the ISAFAF fire department in fighting on base/off base fires.

Maintain interior and exterior of mobile home PB6 as directed by ISAFAF installation commander or base civil engineers along with grounds immediately surrounding building (within 50 feet of facility). PB6 may be used as long as it remains excess to AF needs. With 30 days' advance notice, the AF may regain possession.

Have all airborne and ground fire fighting activities under the operational control of Blackjack, when operational. (Nellis Combined Operations Center will provide operational control when Blackjack is not available.)

Adhere to the following guidelines when aircraft are under operational control of Blackjack (UHF 377.8):

All airborne and ground parties will check in and check out of the fire fighting arena with Blackjack.

All vectors and altitude information will be advisory, and aircraft must be VFR while under Blackjack. If IFR service is needed, contact Nellis Control on UHF. Nellis Control can also be contacted at 652-4222 if necessary for coordination purposes.

When entering TFWC airspace, advise Blackjack if jumpers will be used. Upon arrival at the site of the fire, permission must be obtained from Blackjack before jumpers vacate the aircraft.

UHF frequency 377.8 will be used for operational control of fire fighting activities. Under no circumstances will comments concerning Air Force equipment or structures be made over the radio unless they are directly related to the fire.

Blackjack can be reached at (Commercial) 652-3707/3705/3778.

TFWC (Range Group) will:

Ensure that road access is available for retardant bin delivery by semi- trailer. When possible, ensure that suitable water is available for the retardant plant at a minimum rate of 250 GPM US and that a 50'x60' area is available adjacent to the aircraft loading pad and water supply.

Report range conditions, on a weekly basis, to BLM for computation of potential fire hazards. Reports will be made to 646-4485 or 388-6408/9.

Request, when needed, firefighting assistance from the BLM. Requests will be made through Blackjack, with notification to TFWC Safety. Action may or may not be taken after assessment of the situation by BLM. POC at BLM is the BLM fire desk, 646-2211 or radio DOJ 450.

Obtain airspace clearance for BLM air tankers, smoke jumpers and/or helicopters through Blackjack or through the Nellis Combined Operations Center, 652-2446, if Blackjack is non-operational. Units operating out of Indian Springs AFAF can coordinate directly with Blackjack.

Make available for use, during normal operating hours, the dining hall at ISAFAF for firefighting personnel. Payment will be made on a per-person basis or reimbursement will be made monthly. POC at BLM will be Dick at 388-6463.

Provide a facility at ISAFAF (PB6) to house BLM firefighters. This facility will be provided at no cost to BLM. Net identifiable cost of utilities may be charged to BLM. When reductions in levels of support result from reduced availability of energy resources, TFWC will allocate/apportion available resources among organic and BLM consuming activities on a proportional basis taking into account the relative mission priorities.

Provide, when possible, aircraft landing approval for BLM at ISAFAF on a PPR (prior permission requested) basis per DOD IFR Supplemental procedures. Preliminary approval must first be obtained by application and approval from USAF/PAXJ IAW AFR 55-20. BLM aircraft will abide by all rules and limitations concerning the restricted airspace, and will operate under appropriate FAR Part 91 regulations. Emergency aircraft can be provided immediate landing direction by either Nellis Control or Blackjack.

DOE will:

Establish and maintain a central point of contact for requests for range entry/access to combat fires. Points of contact are as follows:

DURING NORMAL DUTY HOURS 0800-1630 contact the following in order listed:

1. Nevada Test Site Officer (NTSO): COMM: 295-9060

FTS: 575-9060

2. NTS Operations Control Center. COMM: 295-4015

FTS: 575-4015

DURING NON-DUTY HOURS, WEEKENDS AND HOLIDAYS:

1. a. Emergency Duty Officer (EDO): COMM: 295-7893

FTS: 575-7893

b. EDO through Station 900 Net Control: COMM: 295-3570

FTS: 575-3570

All Parties will:

When requesting assistance from another agency, provide (when possible) the following information:

(1) Number of personnel and type and amount of equipment needed.

(2) Name and location of supervisor to whom the personnel and equipment shall report.

(3) Special information/instructions (route of travel, security clearance required, food and water availability, management considerations).

Accept responsibility for equipment borrowed from the other party/parties. Equipment shall be returned in the same condition as when received, fair wear and tear excepted. Damage in excess of fair wear and tear will be repaired; lost or destroyed items will be replaced.

Make their records and accounts of the fires accessible to the applicable party during ordinary business hours. For BLM, this is the Denver Service Center, for DOE, the Finance Division of the Nevada Operations Office; for the USAF, the Accounting and Finance Office, Nellis AFB, NV.

Coordinate with other parties, as applicable for planned fire management activities (constructing fire breaks, controlled burning, etc.).

Assist in presuppression, when equipment and personnel resources permit, at no expense to the other parties unless otherwise provided.

Immediately notify the appropriate party or parties when a fire is observed/suspected on another party's lands or the adjoining land. Point of contact for TFWC Ranges is 554th Range Group/Blackjack, 642-3707; for DOE, contact Blackjack at 652-3705; for BLM, Las Vegas Dispatch, 646-2211. Notification will include location, approximate size, possible origin, direction of fire spread, and climatic conditions.

Exchange available weather data. On project size fires, BLM will provide a mobile weather station, resources permitting.

6. FUNDING AND REIMBURSEMENT:

Reimbursement/payment will be made to the supporting agency for all net identifiable costs of support provided when fires are <u>NOT</u> naturally occurring. No agency shall attempt to gain reimbursement for fighting naturally occurring fires. Any fire occurring within a two-week period following a lightning storm will be considered naturally occurring unless known to be otherwise (cause is known, BLM investigator has determined cause). Payment is the responsibility of the agency whose activities caused the fire.

Net Identifiable Costs Include:

- a. Labor, both military and civilian, regular and overtime, including fringe benefits.
- b. Travel costs for personnel assigned to the fire.
- c. Charges for equipment used on the fire (owned or under contract), including repair/replacement.
- d. Supplies. Necessary materials, fuels, etc.
- e. Provisions. Food and beverages consumed by firefighters during and immediately after firefighting activities.

The agency providing assistance will submit an itemized billing for services provided within 120 calendar days after the date the fire is declared out. Payment shall be made to the supporting agency within 60 calendar days after receipt of final billing. If an agency is unable to meet the billing and/or payment schedules set forth above, an extension will be promptly requested in writing stating the reason for its inability to comply.

Wildland Fire Management Activities

Summary:

This MOA provides the basic framework for mutual cooperation between the BLM and the USAF for the purpose of supporting and management of wildland fire activities. The MOA provides procedures for Nellis AFB to use in order to coordinate with the BLM's fire management program, as well as information on requesting that the BLM provide support in responding to, and suppressing, wildland fires.

MEMORANDUM OF AGREEMENT

BETWEEN

DEPARTMENT OF INTERIOR -BUREAU OF LAND MANAGEMENT

NEVADA STATE OFFICE

AND

DEPARTMENT OF DEFENSE - UNITED STATES AIR FORCE

99TH AIR BASE WING NELLIS AIR FORCE BASE NEVADA

Concerning: Wildland Fire Management Activities at Nevada Test and Training Range

I. PURPOSE:

This Memorandum of Agreement (MOA) is to provide a basic framework for mutual cooperation between the Bureau of Land Management, Nevada State Office (BLM) and the United States Air Force, Nellis Air Force Base (NAFB) for the purpose of supporting and management of wildland fire activities.

This MOA provides the procedures for NAFB to use in order to coordinate with the BLM's fire management program, as well as, information on requesting the BLM to support in responding to and suppressing wildland fires. This MOA also defines each agency's responsibilities in performing Planning, Incident Response Procedures, Rehabilitation, and Fuels Management activities.

II. **OBJECTIVE**:

The Nevada Test and Training Range (NTTR) lands were withdrawn from public use for national defense objectives when Public Law 106-65 was enacted in October 1999. Access to the NTTR is strictly controlled by NAFB to protect the public from injury due to ordnance hazards; ensure national security is not compromised; and to ensure military programs can be conducted without interruption. However, the BLM maintains the statutory authority and responsibility for managing natural and cultural resources on public lands under their jurisdiction. Wildland fires, occurring within or adjacent to NAFB and the NTTR, on these approximately 2.9 million acres of range land regardless of cause, pose a severe risk to military operations. It is mutually advantageous, and in the public interest, for both BLM and NAFB to coordinate their efforts in the prevention, detection, and suppression of wildland fires at the NTTR.

III. AUTHORITY:

- Military Lands Withdrawal Act of 1999 (MLWA of 1999), P.L. 106-65, Title XXX
- Federal Land Policy and Management Act of 1977 (48Stat.1269; 43U.S.C.315)

- Reciprocal Fire Protection Act; 42 USC Chapters 15A and 1856
- BLM Manual 910DM
- DoDI 4000.19R
- DoDI 6055.6
- AFI 32-7064
- AFPD 32-20
- AFI 32-2001
- AFI 13-212, Nellis Addendum

IV. PROCEDURE:

This MOA provides the mechanism for requesting timely support and provides a means for direct communication and coordination between NAFB and the BLM.

- **A.** Public Information Coordination: All requests for information will be jointly coordinated upon by both BLM and NAFB prior to public disclosure.
- **B.** Environmental Compliance: NAFB will be responsible for coordinating all applicable environmental requirements for the rehabilitation of burned lands from all military caused fires. BLM will be responsible for coordinating all applicable environmental requirements for all non-military caused fire rehabilitation of burned lands on NTTR. NAFB and BLM will jointly coordinate all applicable environmental requirements for actions pertaining to fire prevention for the protection of military assets. BLM will be responsible for actions pertaining to fire prevention that are not directly associated with the protection of military assets on NTTR.
- C. Request for Assistance: All requests for BLM support will be initiated by the Nellis Command Post. All wildland fires will be reported to Las Vegas Interagency Communication Center (LVICC) regardless of size, location or cause. LVICC will coordinate with the adjacent BLM dispatch centers on initial attack response or assistance to utilize the closest resources. LVICC will be designated the jurisdictional dispatch center for all large fires.
- **D.** Communication Systems: Frequency management is vital to the safety of personnel involved in wildland fire fighting activities. The BLM will annually coordinate frequency requirements with 98 RANW and 99 CES/CEANC no later than March 15 each year.
- E. Incident Command System: The National Incident Management System (NIMS) will be utilized enabling both agencies to integrate operations and provide for seamless support and transition of fire fighting activities. A Unified Command Structure will be practiced on incidents as applicable to ensure safety, efficiency and that resource management objectives are met.
- **F.** Security: Access to withdrawn lands will be in accordance with 98 Range Wing Operating Instruction 13-212. Access must be coordinated through the designated Range liaison POC no later than March 15 each year to expedite access onto the range.

- G. Incident Investigation: All efforts should be extended to protect the origin of fire for post fire investigation. The BLM and NAFB will jointly evaluate each wildland fire to determine the source of the fire. A final determination of fire cause will be documented in a written report by a qualified wildland fire investigator. Upon completion of the evaluation, the parties will issue a joint statement through their respective PIO/PA officer as to the cause of the fire.
- **H.** Aircraft Accidents: In the event of a crash of a military aircraft within the area for which the BLM normally provides fire protection, the chief of the NAFB fire department or his representative may assume full command of the accident site.
- I. Military Caused Fires not on NTTR Withdrawn Lands: Fires believed as a result from NAFB military activities on lands not withdrawn under PL 106-65 will be jointly evaluated by NAFB and BLM. See G. Incident Investigation (above).
- J. Pre-Attack Planning
 - 1. Bureau of Land Management will:
 - a. Assist the NAFB Wildland Fire Program Manager (WFPM) with the development of a fire management plan for lands within and adjacent to the NTTR complex.
 - b. Assist and coordinate with the NAFB WFPM with the development of strategies to address military caused fires on lands adjacent to and within the NTTR MOA.
 - c. Assist and coordinate with the NAFB WFPM with the development of strategies to address military asset protection from all wildland fires.
 - d. Request NAFB resources protection needs in their planning efforts.
 - e. Coordinate the plans for lands in the NTTR complex with NAFB.
 - f. Coordinate and assist identified NTTR personnel/contractors in obtaining appropriate BLM wildland fire prevention, suppression, and restoration training.
 - 2. Nellis Air Force Base will:
 - a. Develop WFMP for lands within NTTR complex.
 - b. Assist and coordinate with the BLM in the development of strategies to address military caused fires on lands adjacent to and within the NTTR MOA
 - c. Assist and coordinate with the BLM in the development of strategies to address military assets protection from all wildland fire.
 - d. Provide information required for BLM to assist in WFMP planning and development.
 - e. Provide BLM access to the NTTR for assistance in planning purposes.

- f. Provide appropriate and requested assistance to BLM in wildland fire suppression, planning and management on lands adjacent to the NTTR.
- K. Incident Response
 - Delegation of Authority: A written delegation of authority to be given to incident commanders prior to their assuming command on larger incidents. This statement is provided to the incident commander by the agency executive delegating authority and assigning responsibility. The delegation of authority will include objectives, priorities, expectations, environmental constraints, public information direction, safety considerations and other considerations or guidelines as needed.
 - 2. Initial Attack
 - a. The BLM is the lead agency for all wildland fires resulting from nonmilitary activities on the NTTR and will coordinate fire monitoring/suppression activities/needs with NAFB.
 - b. NAFB is the lead agency for all wildland fires resulting from military activities and may request assistance from the BLM in suppression of these fires.
 - c. If fire cause is not known the BLM and NAFB will integrate fire suppression operations and incident management using NIMS and a Unified Incident Command System.
 - d. NAFB will provide access and designate a range liaison officer and appoint the WFPM as resource advisor for the NTTR.
 - 3. Extended Attack
 - a. If a wildland fire escapes initial attack, the BLM will coordinate with NAFB to complete a complexity analysis and place an order for the appropriate level Incident Management Team. A Unified Command between BLM and NAFB will coordinate incident management activities.
 - b. NAFB will provide access and a liaison officer and resource advisor for the NTTR.
- L. Reimbursement
 - 1. Upon determination that a wildland fire is a result of military activities, NAFB shall through Standard Form 1080 titled "Voucher for Transfers between Appropriations and /or Funds", transfer funds for the cost of any assistance provided by the BLM to include all suppression and rehabilitation costs as appropriate and agreed upon.

M. Rehabilitation

Bureau of Land Management will:_Follow established procedures as outlined in Washington Instruction Memorandum 2008-172, Subject, Annual Operating Procedures for Post-Fire Emergency Stabilization and Burned Area Rehabilitation Activities.

- a. Coordinate required actions in the NTTR complex with NAFB WFPM.
- 2. Nellis Air Force Base will:
 - a. Provide access for the BLM personnel and equipment.
 - b. Designate the WFPM as the NAFB representative for rehabilitation activities.
 - c. Provide/pay all restoration associated costs incurred by confirmed military caused fires.
- N. Fire Fuels Management
 - 1. Bureau of Land Management will:
 - a. Develop, propose, request funding for, and execute hazardous fuels treatment projects, upon request.
 - b. Coordinate/cooperate with NAFB WFPM on fuels management activities planned in the NTTR complex.
 - 2. Nellis Air Force Base will:
 - a. Coordinate/cooperate with the BLM for hazardous fuels project development and establish cost share agreements where mutual benefits and responsibilities are identified.
 - b. Provide access for BLM and designate the WFPM as NAFB representative for fuels management activities.
 - c. Provide a Priority Area list.

V. ADMINISTRATION:

- **A.** Nothing in this MOA will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations.
- **B.** Conflicts between the participants concerning procedures under this MOA which cannot be resolved at the operational level will be referred to successively higher levels as necessary for resolution.

- C. Upon request by any of the parties, all parties shall review this agreement to assure that it continues to reflect the appropriate understandings and procedures to provide for current needs and capabilities and adherence to the Public Laws.
- **D.** The terms of this MOA may be renegotiated at any time at the initiative of either party after providing a 30 day notice to the other party.
- **E.** Either party may propose changes to this MOA during its term by providing written notification to the other party. Such changes will be in the form of an amendment and will become effective upon signature by the MOA participants.
- F. Any agency may terminate their involvement under this MOA upon providing a 30 day written notice of such termination to the other parties.
- **G.** This MOA will become effective upon the latest signature date and will be in effect for 5 years from that date.
- H. The BLM designates the Southern Nevada District Office, Office of Fire and Aviation as primary contact for all fire coordination and communication on NTTR withdrawn lands. For Military Caused Fires related to NAFB military activities, not on NTTR withdrawn lands, the appropriate BLM District Office, Office of Fire and Aviation will be the primary contact.

STEVEN D. GARLAND Colonel, USAF Commander, 99th Air Base Wing 4430 Grissom Avenue, Suite 101 Nellis AFB, NV 89191-6520

NOV 1 6 2010

Date

Mr. RON WENKER State Director, Nevada Bureau of Land Management P.O. Box 12000 Reno, NV 89520-0006

over 22,2010

Date

Responsibilities During an Aircraft Mishap or Dropped Object

Summary:

The purpose of this MOA between the BLM and the 99th Air Base Wing is to define the responsibilities and procedures of each signatory during an aircraft mishap or dropped object involving BLM-managed lands in the Battle Mountain, Ely, and Southern Nevada District Offices.

MEMORANDUM OF AGREEMENT

Between

THE U. S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, (BATTLE MOUNTAIN, SOUTHERN NEVADA, AND ELY DISTRICTS)

And

99TH AIR BASE WING, NELLIS AIR FORCE BASE, NEVADA

Concerning:

AIRCRAFT MISHAP/DROPPED OBJECT INCIDENTS

1. PURPOSE: The purpose of this Memorandum of Agreement (MOA) between the U. S. Department of the Interior, Bureau of Land Management (BLM), and 99th Air Base Wing, is to define the responsibilities and procedures of 99th Air Base Wing and the BLM during an aircraft mishap or dropped object involving BLM-managed lands in the Battle Mountain, Ely, and Southern Nevada District Offices. This MOA addresses notification, responses, investigation, recovery, and habitat restoration/reclamation procedures resulting from aircraft mishaps or dropped objects on BLM-administered public lands. For the purpose of this MOU, the 99th Air Base Wing Commander at Nellis Air Force Base serves as the overall installation commander for Nellis Air Force Base, Creech Air Force Base and the Nevada Test and Training Range. The BLM and the 99th Air Base Wing Commander recognize the need to work together and coordinate actions that will protect the land, allow other public uses, and achieve maximum efficiency for each agency.

2. AUTHORITY:

a. The following Authorities are applicable to the BLM and will apply to other subsequent and mutually agreed to instruments:

b. Instruction Memorandum No 2001-030, 8 Nov 2000 – Military Activities On and Over the Public Lands

(1) Instruction Memorandum No 2001-030, Change 1, 23 Jan 2002 – Supplemental Guidance - Military Activities On and Over the Public Lands

(2) Federal Land Policy and Management Act of 1976, as amended

(3) National Environmental Policy Act of 1969, as amended

(4) Intergovernmental Cooperative Act of 1968, Title IV

c. The following Authorities under this MOA are applicable to the Air Force for participation as a cooperating agency:

- (1) DoD Directive 3200.15 Sustainment of Ranges and Operating Areas, 21 Nov 2003
- (2) DOD Instruction 4000.19 Interservice and Intragovernmental Support, 9 Aug 1995
- (3) AFI 13-212 Range Planning and Operations, 7 Aug 2001
- (4) AFI 25-201 Support Agreements Procedures, 1 May 2005
- (5) NAFB Plan 6 Aircraft Mishap Response
- (6) NAFB Plan 10-2 Comprehensive Emergency Management Plan

3. RESPONSIBILITIES AND PROCEDURES

- a. The BLM agrees to:
 - (1) Maintain responsibility for the administration and management of public lands.

(2) Provide the 99 Air Base Wing a primary and a secondary point of contact for notification of an aircraft mishap or dropped objects for each of the affected Districts/Field Offices identified in this MOA. Once 99 Air Base Wing has made contact with one of the listed BLM Points of Contact, the BLM will inform the appropriate internal line officers.

(3) Inform 99 Air Base Wing of any land management or resource concerns for the incident location (e.g. wilderness issues, special designation areas, desert tortoise, etc.).

(4) Coordinate fire suppression measures, if necessary.

(5) Advise 99 Air Base Wing's Incident Commander or Senior Military Official Representative on route access, locations to establish base camp/staging areas, minimizing surface disturbance, and fire suppression measures.

(6) Coordinate necessary authorizations for any site remediation/reclamation activities on public lands, including possible hazardous materials clean up. Complete necessary authorizations in the most economic and efficient manner, with due regard to human safety and minimizing environmental impact.

(7) Restrict BLM personnel from approaching the incident location until the Senior Military Official Representative or Incident Commander has declared the area safe (i.e. hazardous substances-removed and classified materials secured). BLM understands that the 99 Air Base Wing emergency response personnel's first priority is to save lives and contain the emergency.

(8) Gain approval from the Incident Commander prior to the BLM authorized officer or his/her designated representative conducting a site inspection of the incident location.

(9) Restrict BLM personnel from taking pictures or making any other recordings of the site prior to or during recovery operations or until approved by the Incident Commander or

Senior Military Official on scene (this person will normally be located in the Mobile Emergency Operations Center on site).

(10) Keep all staff reports and other documents concerning the impact site, or documents that contain clear geographical locations as internal working documents. The information will not be available to the general public until the area(s) have been released by the Senior Military Official Representative or Incident Commander. The BLM will not give coordinates or legal descriptions, but may simply state an incident occurred in a general geographical area.

(11) Determine, through consultation and mutual concurrence with the Incident Commander or Senior Military Official, the level of vegetative rehabilitation practicable and reasonable at the site and areas disturbed by Air Force response activities.

(12) Notify the 99th Air Base Wing Mission Support Group Commander, in writing, when a site has been restored to the level of restoration previously determined and agreed upon by BLM and the 99th Mission Support Group environmental/natural resources, fuels, and explosives subject matter experts as applicable.

b. 99 Air Base Wing agrees to:

(1) Notify the BLM primary or secondary POC in the event of an aircraft mishap or dropped object involving BLM lands. Once the Incident Commander or his/her designee has made contact with one of the listed BLM Points of Contact, the Air Force has met its obligation for notification. This notification will be made as timely as possible, although preserving lives and containing the emergency will be the installation's first priority.

(2) Provide the location of the incident.

(3) Provide the name and contact information of the Incident Commander, or Senior Military Official on scene.

(4) Request a BLM representative to coordinate fire suppression, if required.

(5) Coordinate all response/recovery activities/actions in designated wilderness areas, wilderness study areas, areas of critical environmental concern, desert tortoise critical habitat, or other special designation areas prior to taking action. Requirements for restoration/remediation in such areas may be greater than that required for areas without special designations.

(6) Request guidance on site access. Access each site via existing roads/trails. Development of new roads/trails must be coordinated with and approved by BLM.

(7) Request approval for location to establish base camp and staging area.

(8) Work with the BLM to develop an appropriate plan to clean up and restore the site as early as possible after the initial response to the incident.

(9) Perform cleanup of hazardous material spill in coordination with BLM and Nevada Department of Environmental Protection (NDEP).

(10) Maintain the area of use in a sanitary condition at all times; waste materials introduced to the site shall be removed and disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

(11) Protect all survey monuments found within the use area. Survey monuments include: General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer at the BLM.

(12) Ensure sufficient ground support personnel will be provided to safeguard personnel, property and livestock that may be encountered during activities.

(13) Provide news releases, interviews, or any other information for public dissemination. Courtesy copies of all releases will be provided to the BLM.

(14) Provide security, recovery teams, and all equipment and supplies needed for the operation.

(15) Be responsible for rehabilitation costs, but may elect to perform the rehabilitation using its own resources or a contractor. Requirements and costs will vary depending on the area impacted.

c. Both parties agree to the following:

(1) The Incident Commander will have command of the impact site and all rescue/recovery operations, pursuant to Air Force contingency plans. The BLM representative will advise the 99 Air Base Wing's Incident Commander or Senior Military Official representative on-scene regarding route access, current ongoing activities and uses, minimizing surface disturbance, and fire suppression measures.

(2) For actions/activities requiring consultation with the U.S. Fish and Wildlife Service, work cooperatively to complete emergency consultation procedures.

(3) Adhere to the applicable laws and regulations of the United States, the regulations of the Secretary of the Interior, and the regulations of the Bureau of Land Management.

4. ADMINISTRATION: It is mutually agreed and understood by all parties that:

a. Nothing in this MOA will be construed as affecting the authorities of the participants or as binding beyond their respective authorities, or to obligate the BLM or the United States Air Force or 99 Air Base Wing to any current or future expenditure in advance of the availability of appropriations from Congress for such expenditures. Nor does this agreement obligate the BLM, or 99 Air Base Wing to spend funds on any particular project or purpose, even if funds are available.

b. Nothing in this MOA shall obligate the BLM or 99 Air Base Wing to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the BLM and 99 Air Base Wing require execution of separate agreements and are contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statues and regulations.

c. Conflicts between the participants concerning procedures under this MOA which cannot be resolved at the operational level will be referred to successively higher levels as necessary for resolution.

d. Both parties agree to meet as needed on mutually agreed dates to review and evaluate the implementation of current conditions and trends concerning the intent and functioning of this MOA.

e. Upon request by either of the parties, each party shall review this MOA to assure that it continues to reflect the appropriate understandings and procedures to provide for current needs and capabilities and adherence to the Public Laws.

f. This MOA may be terminated or the terms renegotiated at any time at the initiative of either party after providing a 30 day notice to the other party.

g. Either party may propose changes to this MOA during its term by providing written notification to the other party. Such changes will be in the form of an amendment and will become effective upon signature by the MOA participants.

h. Unless otherwise provided, this agreement is not intended to supersede provisions of other agreements between both parties, in whole or in part, unless there is a conflict between the two agreements. This MOA is limited to the Nellis, Creech and the Nevada Test and Training Range for response, investigation, recovery and restoration of aircraft mishaps or dropped object sites.

6. APPENDICES: Any appendices attached hereto are incorporated and made a part of this MOA and each shall be effective until modified or superseded. An appendix may be amended in writing upon mutual agreement of the parties.

7. APPROVALS: This MOA will become effective upon the last date of signature between the participating party and the BLM when both the BLM and the party have signed, and shall be reviewed every year and remain in effect through twenty years (20) from the date of execution.

STEVEN D. GARLAND Colonel, USAF Commander, 99th Air Base Wing Nellis AFB, NV 89191-6520

13 FEB 12

Date

Mr. DOUG FURTADO Battle Mourtain District Manager Bureau of Land Management 50 Bastian Road Battle Mountain, NV 89820

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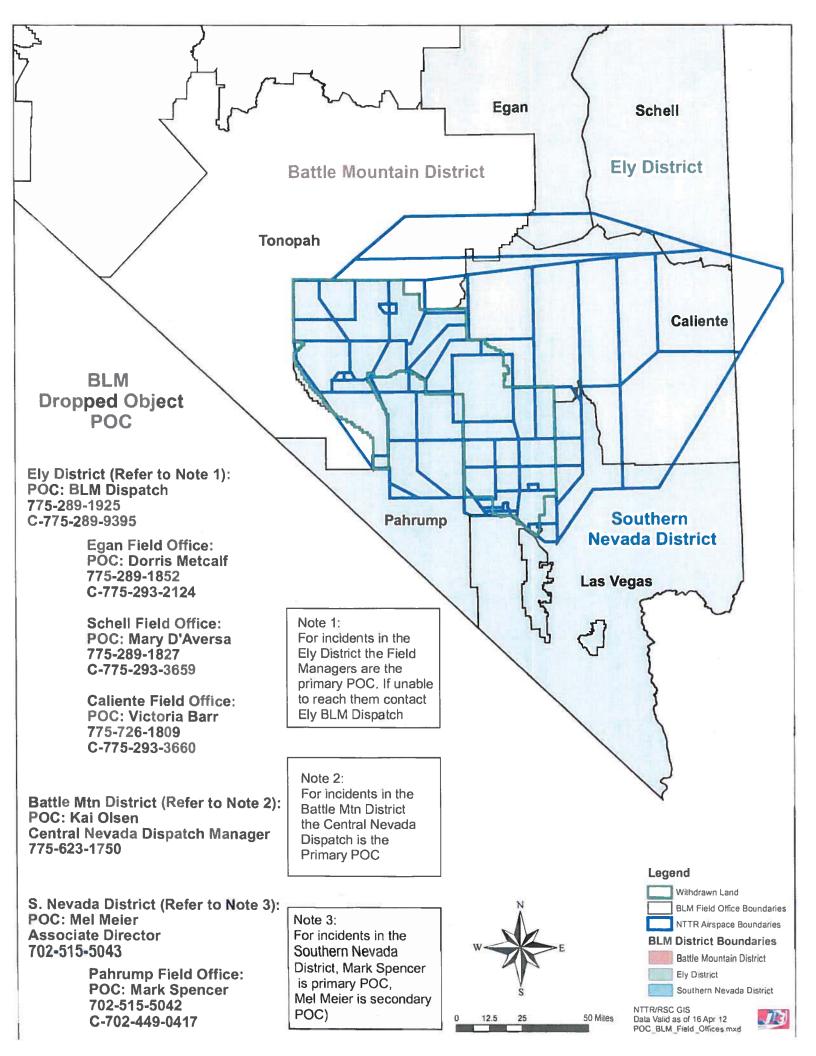
Date

Ms MARY JO RUGW Southern Nevada District Office Manager Bureau of Land Management 4701 North Torrey Pines Las Vegas, NV 89130

Date

Ms. ROSMARY THOMAS Ely District Manager Bureau of Land Management HC 33, Box 33500; 702 North Industrial Way Ely, NV 89301

8/2012 Date



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ABW# 17268

I have reviewed the proposed MOA/MOU. All aspects appear to be in order and it addresses applicable safety concerns.

//Signed/jdd/7 Sep 11 JACQUELINE D. DUNSON, CIV, DAFC Safety Officer

6.

REQUIRED STAFF AGENCY COORDINATION

1.

I have reviewed the proposed MOA/MOU. All aspects of the agreement appear to be in order. It addresses all applicable security concerns.

//Signed/ks/8 Sep 11// KATHRYN STEVENSON, Civ, DAFC Security Forces ISA Program Manager

2.

I have reviewed the proposed MOA/MOU. All aspects appear to be in order and no additional manpower is required.

//Signed/phj/12 Sep 11// PAMELA H. JENSEN, GS-13, DAFC Chief, Manpower & Organization

3.

I have reviewed the proposed MOA/MOU. All aspects appear to be in order. It addresses all applicable environmental concerns.

//Signed/no/21 Sep 11// NESLEY OROCHENA, GS-12, DAFC EMS/Land Manager, 99 CES/CEANC

4.

I have reviewed the proposed MOA/MOU. All aspects appear to be in order. It addresses all applicable financial concerns.

//Signed/dls/3 Nov 11// DINANA L. SCHOTT, Civ, DAFC Deputy Budget Officer

5.

I have reviewed the proposed MOA/MOU. All aspects appear to be in order and no legal ramifications are noted.

//Signed/ncc/29 Jul 11// NICHOLAS C. COOPER, Capt, USAF Chief, Claims and Administrative Law Summary:

This umbrella MOU between DOE and the USAF, dated September 1981, defines the agreements and understandings between the parties in the conduct of their respective programs on, or in the proximity of, the NNSS, TTR, and the remainder of the NAFR.

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES DEPARTMENT OF THE AIR FORCE AND THE UNITED STATES DEPARTMENT OF ENERGY

I. Identification of Parties

This-Memorandum of Understanding (MOU) is entered into between the Department of the Air Force and the Department of Energy (DOE).

II. Purpose

20.0

The purpose of this MOU is to set forth certain agreements and understandings between the parties that will guide them and their authorized representatives in the conduct of their respective programs on or in the proximity of the Nevada Test Site (NTS), the Tonopah Test Range (TTR), and the Air Force Tactical Fighter Weapons Range Complex (TFWRC) to assure each may carry out its defense program responsibilities. The NTS, established in 1951, is a 1,350 square mile range used for nuclear weapons testing. The TTR, established in 1956, is a nonnuclear test range of approximately 335,655 acres within the northwest sector of the Nellis Range complex which has been operated continuously under permit from the United States Air Force (USAF). The TFWRC, which surrounds NTS and includes the TTR, was originally established in 1940. Both NTS and TTR are and have been operated by the DOE and its predecessor agencies, the Energy Research and Development Administration and the Atomic Energy Commission.

III. Delegations

- A. The Headquarters USAF Director of Plans, or such other persons whose names and titles shall be communicated to the DOE in writing, will administer this HOU for the USAF.
- B. The DOE Director of Military Application, or such other persons whose names and titles shall be communicated to the USAF in writing, will administer this MOU for the DOE.

IV. Land and Airspace Use

Recognizing (a) the continuing need of the DOE for use of the NTS and the TTR for the timely conduct of its nuclear weapons testing, development, weaponization, and stockpile monitoring program, and (b) the continuing need of the USAF for use of the TFWRC and the TTR for aircrew combat training and for operational test and evaluation of new weapon systems, the parties agree that they will continue the cooperative use of the land and airspace of the NTS, the TTR, and the TFWRC so that each

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party may most effectively and efficiently accomplish the testing and training necessary to meet its individual responsibilities for the national defense. Long-range information on operations or other activities that will potentially impact the other party will be provided as early as possible and to the extent possible to minimize negative impact.

V. Coordination Office

The USAF agrees to assign an officer to carry out coordination requirements set forth in this agreement. A coordination office will be established at the DOE Nevada Operations Office.

VI. Assistance by Either Party in the Other's Area of Responsibility

Each of the parties recognizes that, in the performance of work within its own area of responsibility, assistance from the other party or its contractors may be desired; and each will, within its capabilities, provide same on a reimbursable basis or other arrangements as may be mutually acceptable to the parties.

VII. Contingency Plans

All USAF projects in Nevada must implement contingency evacuation plans necessary for the safe conduct of the underground nuclear weapons test program.

VIII. Joint Use of Facilities

Field representatives of all major USAF and DOE programs affected by this MOU will meet monthly to determine jointly potential operational conflicts. Support requirements and/or funding requirements will be presented in sufficient detail such that each party can evaluate potential impacts.

IX. Implementation

Details of programmatic and operational interfaces will be contained in detailed annexes, memoranda of understanding, memoranda of agreement, and host-tenant agreements that will become addenda to this unbrella MOU.

X. Information Policy

Any public release or dissemination of information associated with activities under this agreement will be in accordance with policies prescribed in the UCL and all other participating Federal agencies, as coordinated by or with the USAF. Normally, releases will be made by the agency in charge of the operation in question. In any event, any reference to DOE, the NTS, or DOE contractors shall be cleared through DOE channels prior to actual release.

XI. Effective Date, Ameniment and Communition

The effective data of this MOU is the later date of signature by the parties. It may be modified to encloated only by mutual agreement between the parties are the consciluation and coordination to assure that the national lefence responsibilities of either party are not compremised.

ale Verne Orr .. /

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James/B. Edwards Secretary of Energy

Secretary of the Air Force

1 8 AUG 1931

August 10, 1981 Date

Date

Draft – Pahute Mesa MOU

Summary:

This draft MOU is between the USAF and the DOE. However, an executed and dated copy has not been located. The MOU outlines the restrictions of overflight of restricted airspace R-4808N and Pahute Mesa by military aircraft.

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF THE AIR FORCE TACTICAL AIR COMMAND TACTICAL FIGHTER WEAPONS CENTER AND THE DEPARTMENT OF ENERGY NEVADA OPERATIONS OFFICE

This Memorandum of Understanding (MOU) made by and between the United States Department of Energy, Nevada Operations Office (DOE/NV), represented by the Manager, or his designated representative; and the United States Air Force, Tactical Air Command, Tactical Fighter Weapons Center (TFWC), represented by the Commander, or his designated representative, witnesseth:

WHEREAS, the Commander, TFWC, grants to the Manager, DOE/NV the unconditional use and operational control, for testing purposes, of that land space described below as Pahute Mesa;

and

WHEREAS, the DOE/NV agrees to reduce the radioactive surface contamination levels from underground nuclear test events (designed to contain) on Pahute Mesa to accepted criteria for release of postshot locations prior to return of the area to Air Force domain;

and

WHEREAS, the DOE/NV agrees to accept responsibility for compliance with federal regulations concerning environmental control and any applicable State of Neváda regulations that may apply;

and

WHEREAS, the terms of this agreement outline the restrictions of overflight of restricted airspace R-4808N and Pahute Mesa by military aircraft;

and

WHEREAS, the parties hereto agree that expanded guidelines and procedures for the overflight of R-4808N and Pahute Mesa be defined in Nellis Air Force Base Supplement to AFR 50-46 by mutual agreement;

and

WHEREAS, the parties hereto agree that MOU No. DE-A108-76NV00093 dated 1 November 1963, MOU No. DE-A108-78NV01568 dated 12 June 1978, and MOU No. DE-A108-82NV10283 dated 30 July 1982, are hereby superseded;

and

NOW THEREFORE, in consideration of the foregoing and the provisions hereinafter contained, it is mutually understood and agreed as follows:

1. LAND USE AND DEFINITION

a. In the execution of the nation's underground nuclear weapons test mission, the Department of Energy has need for an area underlaid with unique geological characteristics. Such an area is located partially within the Department of Energy, Nevada Test Site of the Nellis Air Force Base Range. For purposes of the Memorandum of Understanding, the designated area is referred to as Pahute Mesa. The portion of the area which falls within the Nellis Range is delineated below.

Beginning at	37° 08' 50° N, 116° 26' 45° W;
Thence direct	37° 21' N, 116° 34' W;
Thence direct	37° 21' N, 116° 27' W;
Thence direct	37° 23' N, 116° 22' W;
Thence direct	37° 23' N, 116° 17' W;

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Thence	direct	_	20' 11'	•
Thence	direct		15' 11'	15 N, W;
Thence	direct			15' N, 50' W;

Thence to point of beginning.

b. Operational control and use of this designated land mass includes the construction of roads, drill holes, test support structures and other activities necessary to the testing program and possibly other special DOE projects which are under jurisdiction of the Manager, NV.

1. AIRSPACE DEFINITIONS.

For the purpose of defining restrictions and utilization of Pahute Mesa airspace and R-4808N, which is subdivided (see Attachment 1), the areas are depicted as follows:

a. R-4808E (East)

Beginni	ing at	36°	41'	N,	115°	56'	W;
thence	direct	36°	41'	N,	116°	Ø1'	W;
thence	direct	36°	52'	N,	116°	18'	W;
thence	direct	370	16'	N,	116°	18'	W;
thence	direct	37°	16'	N,	116°	00'	Ψ;
thence	direct	370	28'	N,	116°	00'	₩;
thence	direct	370	28'	N,	115°	35'	W;
	direct						W;
thence	direct	370	Ø6'	N,	115°	56'	Ψ;
thence	to point	of	begi	inni	ng.		

b. R-4808W (West)

Beginni	ing at	36°	41'	N,	116°	Ø1'	₩;	
		36°	41'	N,	116°	14'	45	₩;
thence	direct	36°	46'	N,	116°	26'	30"	W;
thence	direct	36°	51'	N,	116°	26'	30 -	₩;
	direct	36°	51'	N,	116°	33'	30*	₩;

thence direct 36° 55' N, 116° 33' 30° W; thence direct 36° 55' N, 116° 26' 30° W; thence direct 37° 16' N, 116° 26' 20° W; thence direct 37° 16' N, 116° 18' W; thence direct 36° 52' N, 116° 18' W; thence to point of beginning.

c. PAHUTE MESA.

Beginning at 37° 08' 12' N, 116° 26' 20' W; thence direct 37° 21' N, 116° 34' W; thence direct 37° 21' N, 116° 34' W; thence direct 37° 23' N, 116° 27' W; thence direct 37° 23' N, 116° 17' W; thence direct 37° 20' N, 116° 11' W; thence direct 37° 16' N, 116° 11' W; thence direct 37° 16' N, 116° 26' 20' W; thence to point of beginning.

3. RESTRICTIONS

a. <u>R-4808E</u>

- (1) Overflight of this area shall be at or above 15,000 feet mean sea level (MSL) if possible and restricted to adversary aircraft as scheduled and emergency aircraft. Other special operations may be conducted when agreed to between Nellis Range Group and DOE/NV.
- (2) Photographs shall not be taken.
- (3) Overflight with live or hung ordnance is prohibited except during an emergency.
- (4) Overflight by foreign national aircrews is prohibited.
- (5) Flight north of 37° Ø6' and east of 116° ØØ' is restricted to emergency aircraft only.
- b. R-4808W

- (1) Aircrews shall maintain 11,000 feet MSL or above east of Forty Mile Canyon and south of 36° 52' N or until north of the Beatty 066° radial.
- (2) In the Yucca Mountain area (south of 36° 55' N and west of 116° 26' 30' W), aircraft will maintain a minimum of 500 feet AGL with no supersonic flight. A 1500 foot vertical and horizontal exclusion hemisphere will be observed in the Yucca Mountain area where DOE has scheduled drill activities.
- (3) Ordnance delivery or simulated attack against ground targets is not authorized. Overflight of ground parties with ordnance is authorized provided none of the armament switches have been activated. Overflight is not authorized if any of the armament switches have been activated, even if subsequently safed.
- (4) 500 feet above ground level (AGL) or above altitude restriction will apply in the remaining portion of R-4808W.
- (5) No supersonic flight.

c. PAHUTE MESA

- Aircrews shall maintain 500 AGL or above when overflying Pahute Mesa.
- (2) Supersonic flight is not authorized.
- (3) Ordnance delivery or simulated attack against ground targets is not authorized. Overflight of ground parties with ordnance is authorized provided none of the armament switches have been activated. Overflight is not authorized if any of the armament switches have been activated, even if subsequently safed.

d. DOE/NV reserves the right to place overflight/altitude restrictions in R-4808W and Pahute Mesa when DOE requirements so dictate.

SCHEDULING PROCEDURES 4.

a. Nevada Test Site Operations Coordination Center (CP-1) will advise Nellis Range Group Scheduling Branch (RG/DOO) of any additional restrictions beyond those outlined under paragraph 3 on the use of R-4808E/W and Pahute Mesa. RG/DOO will disseminate CP-1 restrictions.

b. Airspace use requests outside the parameters outlined in this MOU must be coordinated through RG/DOO and approved by DOE/NV.

5. AMMENDMENT, REVIEW, TERMINATION

a. This MOU may be modified at any time by agreement of the Manager, Nevada Operations Office, and Commander, TFWC.

b. This MOU will be reviewed as required.

c. This MOU will remain in effect until the Commander, TFWC, is notified in writing by DOE/NV of a termination date, or until the expiration of Nellis Air Force Base requirements for the use of the airspace, or when terminated by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

TACTICAL FIGHTER WEAPONS CENTER U.S. DEPARTMENT OF ENERGY

Joseph W. Ashy, Major General, USAF Nick C. Aquilina, Manager Nevada Operations Office Commander

Date

Date

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TTR Addenda to Umbrella MOU

Summary:

This addendum to the Umbrella MOU (B-12) is between the USAF and DOE. Dated November 1991, the agreement provides guidance to the controlling agencies for the use and occupancy of TTR, and of restricted airspace above the TTR that is designated as R-4809.

OPERATING AGREEMENT BETWEEN THE DEPARTMENT OF THE AIR FORCE TACTICAL AIR COMMAND TACTICAL FIGHTER WEAPONS CENTER AND THE DEPARTMENT OF ENERGY FIELD OFFICE ALBUQUERQUE, NEW MEXICO GM04-90AL58209

I. <u>PARTIES</u>

This agreement is entered into between the Headquarters Twelfth Air Force (12AF), US Air Force Tactical Fighter Weapons Center (TFWC) and the US Department of Energy (DOE), Field Office, Albuquerque (AL).

II. CANCELLATION

This agreement replaces the DOE/AL and TFWC Operating Agreement effective on June 20, 1988, AL-ACO4-86AL35240.

III. PURPOSE

This agreement and attachments thereto are addenda to the Memorandum of Understanding between the US Air Force and the DOE, which became effective August 18, 1981 and implement the use of Permit Number DACA 09-4-89-64, covering use of the Tonopah Test Range (TTR), and provide guidance to the controlling agencies for the use and occupancy of TTR and of the restricted airspace above TTR designated as R-4809.

IV. DELEGATIONS

- A. The Manager, Kirtland Area Office (KAO), or such other person designated in writing to the Commanders, 12 AF and TFWC, shall administer this agreement for DOE/AL. All matters of an operational nature pertaining to this agreement shall be handled for DOE/AL/KAO by Sandia National Laboratories (SNL) Manager, TTR, or his designee.
- B. The Commander, 554 Range Group (554 RG), Nellis Air Force Base (NAFB) and/or such other persons designated in writing to the Manager, AL, shall administer this agreement for 12 AF/TFWC. All matters of an operational nature pertaining to this agreement shall be handled for 12 AF/TFWC by the 554 RG Commander (554 RG/CC). All matters in support of operations conducted from the TTR airfield and Area 10 shall be handled for 12AF/TFWC by the Commander, 37 Combat Support Group (37 CSG/CC) and in the event of 37 TFW relocation by 554 RG/CC.

V. POLICY

- A. The 554 RG/CC, Nellis AFB, through his Range Operation Division, shall manage and control the scheduling of the restricted air space.
- B. DOE/AL/KAO, through the SNL Manager, TTR, shall manage and control the use of the land area, except of those areas specifically designated for Air Force control in the attachments.

VL ENVIRONMENTAL PROTECTION, SAFETY, HEALTH AND FIRE PROTECTION

Each party has responsibility for the safety, health and fire protection of its property and personnel and its contractor property and personnel operating at the TTR. This responsibility includes the conduct of periodic reviews and appraisals.

VIL EMERGENCY PREPAREDNESS

Each party shall assure that its contractor(s) prepares and is capable of implementing an Emergency Response and Evacuation Plan which is consistent with the TIR Emergency Preparedness Master Plan. This plan will specifically address response to NTS Test containment failures.

VIII. COORDINATION

Representatives of all major US Air Force and DOE sponsored programs utilizing TIR will meet on a regular basis to discuss operational concerns. This Range Users Meeting will be chaired by the SNL Manager, TTR, or his designated representative.

IX. BUILDINGS AND FACILITIES

- A. The DOE may alter or repair existing DOE buildings and facilities as it deems necessary and appropriate. Any such alterations, repair or construction, which might reasonably impact 12 AF/TFWC operations/missions, shall be coordinated with the appropriate representatives.
- B. The US Air Force may alter or repair the existing Air Force buildings and facilities as it deems necessary. Any such alteration, repair or construction, which might reasonably impact AL/TTR operations/missions, shall be coordinated with the SNL Manager, TTR.
- C. Each party will assume responsibility and accountability for the property at TTR which it funds. Jointly funded and dual use property will be managed as agreed by the parties.

X. SUPPORT FUNCTIONS AND RESPONSIBILITIES

- A. Each party will budget and fund for its operation and be responsible for all aspects of those operations.
- B. Support provided by one party to another and reimbursement thereof shall be in accordance with the Provisions of Public Law 97-258 of September 13, 1982 (31 USC 1535). Advance payment will be made upon specific request. Any support

provided, which incurs a reimbursement obligation, shall be approved and authorized by the signatories, or their designated representative(s). Reimbursable charges will be based on identifiable net additive costs incurred.

XI. IMPLEMENTATION

Such arrangements as are necessary for detailed implementation of this agreement are set forth as attachments to this agreement and may be amended by mutual agreement of the parties. Such attachments shall be consistent with this agreement; in the event of any inconsistencies, the provisions of this agreement shall control.

XII. AMENDMENT. REVIEW, AND EFFECTIVE DATE

- A. This agreement may be modified at any time by written concurrence of signatories or their duly authorized replacement.
- B. This agreement shall be reviewed by the parties during the first quarter of each calendar year or upon request from any party to this agreement.
- C. The effective date of this agreement is the later of the dates on which the parties sign below.

DEPARTMENT OF THE AIR FORCE
TACTICAL AIR COMMAND
(-6000)
BY:
TITLE: Twelfth Air Force
DATE: 27 Nov 91
C
BY: ally milley
Commander, TITLE: <u>Tactical Fighter Weapons/Center</u>
DATE:

DEPARTMENT OF ENERGY FIELD OFFICE, ALBUQUERQUE

Manager

TITLE: Field Office. Albuquerque

DATE: 1012191

ATTACHMENT 1

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List of Attachments

Attachment 2	Restricted Airspace Operations Procedures
	Dated:
Attachment 3	Airfield Operation - Tonopah Test Range
	Dated:
With Annex I	TTR Airfield and Associated Roads Support Operations and Maintenance
Attachment 4	Sectory Plan
	Dated:

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Colónel, USAF Commander, 37 Combat Support Group

Colonel, USAF Commander, 554 Range Group

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US Department of Energy Field Office, Albuquerque Manager, Kirtland Area Office

ATTACHMENT 2

RESTRICTED AIRSPACE OPERATIONS PROCEDURES

- I. A representative from SNL/TTR shall attend the 90-day Range Group scheduling meeting held each month at Nellis AFB. Range Group scheduling shall be responsible for notifying TTR Operations of location and time at least one week prior to said meeting. Potential TFWC and DOE schedule conflicts shall be identified and resolved with consideration to the requirements and priorities of both agencies. A preliminary schedule for the use of the restricted airspace and other associated ranges shall be established during this meeting.
- II. The SNL Manager, TTR, shall submit an updated schedule of TTR activities to 554 RG Scheduling by Wednesday, twelve days in advance of the week being scheduled.
- III. The times requested by the SNL Manager, TTR, shall be blocked on the master schedule prepared by 554 RG Scheduling Branch prior to scheduling the restricted airspace for TFWC use.
- IV. A weekly schedule of TFWC requirements for the use of the restricted airspace shall be provided to the SNL Manager, TIR, no later than Thursday of the week preceding the scheduled operations.
- V. Operational requirements for the restricted airspace not shown on the schedule must be coordinated with and approved by SNL/ITR Operations and 554 RG Scheduling Branch.
- VL The SNL Manager or his designee shall coordinate any schedule changes, additions, or deletions with 554 RG Scheduling via telephone or FAX by 1700 of day prior to the operation.
- VII. 554 RG Scheduling Branch shall coordinate any schedule changes, additions, or deletions with TTR Operations via telephone or FAX by 1700 of day prior to the operation.
- VIII. TFWC use of the restricted airspace shall be rescheduled to accommodate higher priority DOE missions when this requirement is stated 24 hours in advance of said mission. Restricted airspace may be rescheduled, on an emergency basis only, with one hour advance notice.

IX. Consent of DOE through the SNL Manager, TTR, shall be required for supersonic flights and for flights carrying or releasing live ordnance in R-4809. DOE consent will not be withheld unless such a flight or such release will significantly interfere with DOE operations or create excessive risk to personnel or high value equipment.

DEPARTMENT OF THE AIR FORCE Tactical Air Command 554 Range Group US DEPARTMENT OF ENERGY Field Office, Albuquerque Kirtland Area Office

BY:

TITLE: Commander, 554 Range Group

DATE: _____

BY:

TITLE: Manager, Kirtland Area Office

DATE:

ATTACHMENT 3

AIRFIELD OPERATIONS - TONOPAH TEST RANGE

I. PURPOSE

This attachment defines the arrangements agreed upon by the Commander, 37 Combat Support Group and DOE/AL in support of operations conducted from the TTR airfield and related areas of mutual concern.

II. AUTHORITY

- A. The authority for this attachment is contained in Paragraph IV B of the operating Agreement between 12 AF, Tactical Fighter Weapons Center (12 AF/TFWC) and the Department of Energy, Albuquerque Operations Office (DOE/AL).
- B. The agreements in this attachment shall not be construed to modify the provisions of the basic operating agreement between TFWC and DOE/AL.

III. FISCAL ARRANGEMENTS

- A. Upon authorization by the Commander or his designee, the 37 TFW agrees to fund all requested operational support, maintenance and technical services provided by DOE/AL. Such costs will be recorded and reported by SNL through DOE/AL to the Commander, 37 CSG.
- B. Tactical Air Command (TAC) Headquarters will provide funds to DOE/AL based on an annual estimate of support requirements. AL, through Kirtland Area Office, will issue monthly billings for services rendered to the 37 TFW. After review and verification by the 37 TFW, TAC will authorize payment.
- C. DOE through SNL agrees to fund for any required operations support or services requested by the SNL Manager, TTR, and provided by the 37 TFW.

IV. DEFINITIONS

- A. Silverbow Test Control Control facility for all SNL TTR tests.
- B. Silverbow Tower Control facility for all Visual Flight Rules (VFR) traffic entering/departing the TTR Airport.
- C. Blackjack Nellis AFB Range Control Operations Center.
- D. Silverbow Approach Control Control facility for all instrument Flight Rules (IFR) operations arriving/departing R-4809.
- E. Nellis Air Traffic Control Facility Control facility for all Nellis ranges during periods when Blackjack is not manned.

- F. Area 10 consists of the 37 TFW operational and housing areas. This includes the fenced area enclosing the hanger/industrial complex and the joint use runway/taxiway area, and the Air Force facilities immediately adjacent to these areas.
- G. The term TTR in this document refers to the area defined in I below, excluding only those areas under USAF jurisdiction. The term TIADS refers to the 37 TFW and associated AF groups using Area 10.
- H. The TTR Users are defined as (a) Sandia National Laboratories; (b) TIADS; (c) 554th Range Group; and (d) Site 1. Each of these entities is recognized as having an interest in overall TTR security, as well as compartmentalized interests within and pertaining to their own facilities and activities on TTR.
- I. The Tonopah Test Range (TTR) is the land area beneath restricted airspace R-4809, encompassing approximately 525 square miles within the boundaries of the Nellis Air Force Base Bombing and Gunnery Range. TTR refers to the DOE controlled land area described above, exclusive of those areas under US Air Force control.

V. DIRECTIVES

TTR airfield operations will be in accordance with applicable Air Force regulations.

VI. COMMAND AND CONTROL

Silverbow Tower is the responsible agency for all VFR air traffic control activity at the TTR airfield. Silverbow Approach Control is designated as the IFR agency for departure/arrivals in R-4809. Handoffs to neighboring agencies, e.g., Salt Lake City ARTCC, Oakland ARTCC, or Los Angeles ARTCC, will be in accordance with existing directives.

VII. FLIGHT OPERATIONS

- A. Flight operations will normally be scheduled for a 24-hour operation.
- B. Silverbow Tower will exercise positive control during all air operations within a five statute mile diameter of the TTR Airfield except during periods of testing conducted by SNL at TTR. Silverbow Test Control is the designated agent to direct or otherwise control SNL test aircraft. Prior to each test the SNL Test Director will contact Silverbow Approach Control and Silverbow Tower, coordinating specific handoff point, time, number, and type of aircraft involved in the test. Handoff point and instructions for the conclusion of the test will also be precoordinated.
- C. In addition to routine support aircraft, joint use of the airfield includes recovery and launch of test aircraft at the TTR airfield under the following conditions:
 - Use of the TTR airfield will be prescheduled with the 37 TFW not less than three (3) duty days prior to the event. Notification will be via an Aircraft Support Request Form.

- Recovery of aircraft at TTR airfield will be approved on a case-by-case basis. The number of recoveries will not exceed 25 per calendar year without approval of the Commander, 37 TFW.
- 3. Ground support provided by the 37 TFW will be limited to marshalling and refueling. Security and maintenance, if required, will be the responsibility of SNL.
- 4. Access will be kept to the minimum possible, commensurate with mission accomplishment. Crewmembers will be U.S. military, DOE or military sponsored and will be required to sign a secrecy agreement.
- 5. 37 TFW operational missions will have priority in regard to ground handling, refueling, and launch sequencing.

DEPARTMENT OF THE AIR FORCE Tactical Air Command Commander, 37 Combat Support Group

US DEPARTMENT OF ENERGY Field Office, Albuquerque Manager, Kirtland Area Office

DATE:

BY: DATE

ATTACHMENT 3 ANNEX I

TTR AIRFIELD AND ASSOCIATED ROADS SUPPORT OPERATIONS AND MAINTENANCE

I. <u>GENERAL</u>

This annex defines the arrangements and responsibilities agreed upon for operations and maintenance of the TTR airfield and surrounding areas by the Commander, 37 Combat Support Group and the DOE/AL.

II. FIRE PROTECTION

- A. The Commander, 37 Combat Support Group, is responsible for fire protection in Area 10 as well as crash rescue on the TTR airfield.
- B. Each party agrees to provide firefighting assistance to the other party provided such assistance does not detract from each party's primary responsibilities.

III. AIRFIELD PAVEMENT/GROUNDS

- A. The Air Force will be responsible for routine maintenance, repair, and minor modifications to airfield pavements and grounds.
- B. In the event that either party desires to make capital improvements to the airfield, that party shall bear the cost of such improvements. Coordination of work with the other party will be completed prior to initiating action.
- C. Costs for repairs of any unusual damage will be borne by the party responsible for such damage.

IV. SNOW REMOVAL AND ICE CONTROL

- A. The Air Force will be responsible for snow removal and ice control on all airfield pavements.
- B. The SNL Manager, TTR, will be responsible for snow removal and ice control on the main roads from the Main Gate to the SNL Control Point (CP) and from the CP to the airfield.
- C. Each party is responsible for snow removal and ice control within its own areas.

V. ROAD MAINTENANCE

A. The SNL Manager, TTR, will be responsible for maintenance on the Main Road from the Main Gate to the CP and from the CP to the airfield.

- Each party is responsible for road maintenance within its respective areas. Β.
- Cost for repairs of any unusual damage will be borne by the party responsible C. for such damage.

REFUSE COLLECTION VI.

- 37 TFW will operate the sanitary landfill for both SNL and Air Force under Α. permit issued to DOE by the State of Nevada.
- The Air Force will provide refuse collection service for the SNL CP, provided Β. SNL provides refuse containers compatible with Air Force refuse collection vehicles.
- The Air Force is responsible for litter pickup on the west side of the Main Road C. to a point 1000 feet south of the Area 10 turnoff. SNL is responsible for litter pickup on the east side of the Main Road.

DEPARTMENT OF THE AIR FORCE Tactical Air Command Commander, 37 Combat Support Group

US DEPARTMENT OF ENERGY Field Office, Albuquerque Manager, Kirtland Area Office

BY: Naw Hans

BY: \(DATE:

ATTACHMENT 4

SECURITY PLAN

I. AREA DESCRIPTIONS

A. Tonopah Test Range (TTR)

The Tonopah Test Range (TTR) is the land area beneath restricted airspace R-4809, encompassing approximately 525 square miles within the boundaries of the Nellis Air Force Base Bombing and Gunnery Range. TTR is located 160 air miles northwest of Las Vegas and 40 miles southeast of Tonopah, Nevada.

The acronym TTR in this document refers to the DOE controlled land area described above, exclusive of those areas under US Air Force control.

B. Area 10

Area 10 consists of the 37 TFW operational and housing areas. This includes the fenced area enclosing the hangar/industrial complex and the runway/ taxiway area, and the Air Force facilities immediately adjacent to these areas.

II. DEFINITIONS

A. Event or Condition

An event is a real-time occurrence (ie, chemical spill, power failure, explosion, etc). A condition is any as-found state, whether or not resulting from an event which may have adverse security, safety, health, operational or environmental implications.

B. Range Users

Range users at TTR are Sandia National Laboratories (SNL), 37 TFW, 554 Range Group (RG), and Site 1. Each of these entities is recognized as having an interest in overall TTR security and safety, as well as compartmentalized interests within and pertaining to their own facilities and activities on TTR.

III. <u>GUIDELINES</u>

A. Security Management

Except for those areas that are within US Air Force jurisdiction and under their control, DOE/AL is responsible for the overall security on TIR. The authority to manage security at TTR has been delegated by DOE/AL to the SNL Range Manager. The SNL Range Manager will provide a Security Administrator who will administer the overall security program at TTR.

The SNL Security Administrator is primarily responsible for developing and implementing a coordinated security policy for range users on TTR. The duties of the SNL Security Administrator include developing and implementing access/egress control procedures and requirements, technical security coordination, law enforcement coordination, and administration of the Contract Security Force (CSF).

B. Contract Security Force

The CSF will provide security service throughout TTR as directed by the SNL Administrator and as required by the Statements of Work that are outlined in the appropriate DOE-USAF Reimbursable Project proposal. The CSF will also provide an appropriate response to requests for assistance from USAF Security Police or adjacent Nellis Ranges on a non-interference basis with DOE programs.

The fenced areas of Area 10 are excluded from this requirement. However, the CSF will meet and process all arriving/departing aircraft and passengers using the runway within Area 10, except 37 TFW aircraft or passengers.

C. USAF Security Police (USAF SP)

USAF SP are responsible for security within the fenced areas of Area 10 and are also responsible for security of the Combat Arms Training and Maintenance (CATM) firing and the badge office, Bldg 900. Suspected security problems outside of Area 10 will be immediately reported to the CSF Communications Center. USAF SP may respond to emergencies outside of the fenced areas of Area 10 only after the emergency response has been coordinated with the CSF Center or Watch Commander. In these instances, the CSF will take command of the emergency and the USAF SP will provide assistance to the CSF as requested by the CSF Watch Commander.

D. Badging and Access

Each TTR range user will develop and implement badging and access control requirements for their own restricted areas. These site specific badging and access control requirements will be coordinated with the CSF.

Badging and access control for all personnel requiring access to TTR will be developed and implemented by the SNL Security Administrator and coordinated with the Range Users. Badging and access control requirements are outlined in the SNL, TTR Access Control Site Security Plan for Non-DOE Personnel. Access authorization to TTR may be withdrawn by the SNL Security Administration for cause; including unlawful actions, violation of security policy or procedures, flagrant traffic violations, or other improper conduct.

E. Roadblocks

The CSF will periodically cordon off specific areas for security and safety reasons. For DOE operations, this action will be taken only with the approval of the SNL Security Administrator or the SNL Safety Officer. Roadblocks to

2

protect other Range Users' operations will be established at the request of the concerned User.

F. Security/Safety Briefings and Acknowledgements

All personnel will be required to sign USAF security acknowledgements and SNL, TTR Security and Safety acknowledgements on or before their first visit to TTR. Personnel who have not returned to the TTR in less than one year shall again sign the security acknowledgements and receive a current briefing on Range security and safety procedures. Each user will be responsible for maintaining and storing the Security/Safety Briefings and acknowledgement forms.

G. Foreign National Visitors

Foreign Nationals from non-sensitive countries shall not be permitted access to TIR without SNL President, Executive President, or Vice President approval.

Foreign Nationals from sensitive countries shall not be permitted access to TTR without SNL President, Executive President, or Vice President approval and DOE approval.

H. Security Officer Appointments

Each Range User will designate a Security Officer and furnish the SNL Security Administrator with this information. The Security Officer will be responsible for meeting with the TTR Security Council on a regular basis and for coordinating their respective activities or concerns at TTR with the SNL Security Administrator.

I. TTR Schedules

TTR schedules will be furnished weekly by each Range User to the CSF. These schedules will include projected operational schedules (blocks of time) and transport aircraft landing and departure times.

IV. EMERGENCY RESPONSE AND MANAGEMENT

A. Aircraft Accidents

Normally, the first personnel to arrive at an aircraft accident scene will be the CSF. In this instance, the CSF will provide emergency medical treatment, if appropriate. They will also establish a mobile command post, containment perimeter, and provide access control against unauthorized entry. The CSF will maintain this posture until the responsible USAF or civilian agency arrives and the CSF will then relinquish command to the appropriate personnel and provide assistance as needed.

B. Emergency Landings

Emergency landings on the main Area 10 runway will normally be met and processed by USAF SP. 37 CSG/CC Command Post will immediately notify the CSF Communication Center and USAF SP of all pending emergencies involving Area 10 runways.

C. Other Emergencies

Emergencies, as categorized by DOE, that occur on TTR will be managed according to the SNL, TTR Emergency Master Plan and mutual assistance and cooperation agreements. Emergencies that require range evacuation will be managed according to the TTR Emergency Evacuation Plan, as supplemented by individual USAF evacuation plans.

The Incident Command System (ICS) will be the standard used by Range Users to model emergency planning, where mutual range emergency planning is necessary.

V. OCCURRANCE REPORTING

- A. Any event or condition which occurs or exists within a USAF controlled area, and is the result of USAF operations or activities, will be immediately reported to the CSF Communications Center if the event may affect a DOE facility or may have a programmatic effect on DOE.
- B. Any event or condition which occurs or exists within a DOE controlled area, and is the result of DOE operations or activities, will be immediately reported to the USAF SP or appropriate commander if the event may affect a USAF facility or may have a programmatic effect on the USAF.

VI. AUTHORITY

A. Contract Security Force Authority

The CSF, at TTR, protects DOE security interests from thefts, sabotage, and other hostile acts that may cause adverse impacts on national security, program continuity, or the health and safety of the public; and protects life and property as defined in CFR 1047 at DOE facilities. This authority has been granted under Section 161K of the Atomic Energy Act of 1954 as amended (42 USC 2201K).

B. USAF Security Police

Authority of the USAF SP is established by public law and the Uniform Code of Military Justice (UCMJ). USAF SP will operate within the designated TIADS area. Suspected security problems identified by USAF SP, located outside Area 10, will be reported to CSF for investigation and action. The USAF SP may respond to security emergencies outside Area 10 as stated in Paragraph IIIC above.

C. USAF OSI Authority

Authority of the AF Office of Special Investigation (AFOSI) is established by public law and the USMJ. This agency will provide specialized criminal, fraud, and counterintelligence services for USAF and DOD elements as required.

D. Law Enforcement Authority

Authority of the FBI, Nevada Highway Parrol and Nye County Sheriffs Department, is established by federal, state, or county law.

VIL SECURITY COORDINATION

Security coordination within Area 10 will be the responsibility of the USAF SP. Security coordination on TTR outside Area 10 fences will be the responsibility of the SNL Security Administrator.

VIII. PROHIBITED ITEMS

Certain items may not be brought onto TTR, and are prohibited from use on TTR, without specific written permission from SNL Security Administrator. In addition, permission for use of such items within AF areas must be obtained from the concerned TIR User's security office. Upon request from a TIR User, SNL will issue a pass enabling personnel to transport such items onto TIR and to the AF area for use. Personnel in possession of such items will be challenged and items will be confiscated by the CSF if a pass or authorization is not produced. Suspected misuse or improper use of such items may result in investigation and consideration for disciplinary action.

Requests for waivers or passes must be addressed in writing by the concerned project officials to the SNL Security Administrator and must include the following information:

- Name of responsible party or agency (1)
- Period of use (2)
- Area of use (3)
- General purpose (4)
- Identification of items by description and specific serial number and (5) Government control number (if applicable)
- Copy of FCC license, if appropriate (6)
- Method of identity (tag, sticker, or engraving) \mathbf{T}

The following is a list of prohibited items:

Analog Recording Devices, Personal Cameras, Tape Cassette, or Video (1)Recorders.

Analog recording devices with US Government identification stickers may be authorized for official use, if approved as described above.

(2) Digital Recording Devices, Personal Computers

Digital recording devices, with US Government identification stickers may be authorized for official use, if approved as described above. Limited waivers may also be issued for private use of personal computers.

(3) Binoculars and Optical Magnifying Equipment

Equipment other than that identified as US Government property may be permitted, if authorized as described above. AFOSI and FBI personnel may use such equipment without prior notification. USAF SP are authorized use of such devices within Area 10.

(4) Night Vision Devices

Security personnel, including AFOSI, FBI, and designated personnel associated with test and training operations may be authorized use of such equipment. AFOSI and FBI personnel may bring such equipment on TTR without prior notice, but are to notify the CSF Watch Commander immediately. The Watch Commander will, in turn, notify the USAF SP. Use of this equipment by test and training personnel must be authorized through the CSF at least two weeks prior to deployment. CSF will coordinate with all other Range Users. USAF SP are authorized use of such devices within Area 10.

(5) Explosives or Incendiary Devices

No explosives or incendiary devices will be allowed on TTR except for such equipment being used for DOE or USAF official business. Explosives shall be transported in accordance with applicable portions of SNL SOPs 05300-8004 and applicable AF regulations. All explosive shipments on TTR must be escorted by the CSF.

(6) Transmitting Devices

Personal transmitters are not permitted on TTR (including CBs, ham radios, radio telephones, etc). Short-term use of government radios or commercial units may be permitted upon proper authorization from SNL (see Waivers above). If frequency information cannot be provided for security reasons, the fact must be noted.

(7) Alcohol and Controlled Substances

Consumption of alcoholic beverages will be permitted within Area 10 only. Alcoholic beverages, purchased for personal use, may be transported into or out of the TTR, if these beverages are stored other than in the passenger compartment of the vehicle, for example, the antomobile trunk or pickup bed. Transport of an alcoholic beverage within the passenger compartment of a vehicle is prohibited. All other controlled substances, excluding prescription drugs and those for medical purposes, are prohibited.

(8) Firearms

Only official uniformed security personnel are authorized to bear firearms throughout TTR. Appropriate law enforcement personnel are authorized to bear weapons in the performance of their official duty. Other personnel are forbidden to carry or transport firearms on Range with the exception of personnel attending training at the CATM firing range. Personnel in training at the range may carry/bear firearms only on the CATM range. After coordination with the CSF, BLM personnel are authorized to carry firearms only to dispose of badly injured animals.

(9) Pets

Pets are not permitted on the Range.

IX. PROPERTY CONTROL

- A. All vehicles exiting the TTR, except USAF aircraft, are subject to search by the CSF to preclude unauthorized removal of documents or property. All vehicles and USAF aricraft entering or leaving Area 10 are subject to search by USAF SP.
- B. All property, other than obvious personal items, must be accompanied by appropriate written authorizations. Such property found without such authorizations for removal will be confiscated and held pending investigation, or receipt of appropriate authorization. Official investigations will be conducted as necessary.

X. TTR SECURITY COUNCIL

A. A TTR Security Council will be established with a representative from each of the following organizations:

SNL Security Administrator - Chairman CSF 554 Range Group 37 CSG Site-1 DOE/NV TIR Representative AFOSI Other personnel, as invited or on an advisory basis

B. The TTR Security Council will discuss TTR security problems, coordinate activities and operational security procedures, and advise the TTR Users on matters of security impact.

XI. FIREARMS RANGES

Designated firearms ranges may be established for use by the CSF or USAF SP through consultation with the TTR Security Council. Such areas shall be conspicuously marked and notice will be provided to the Cactus (CSF) communicator prior to use. Safety procedures established by the respective agencies will be observed at all times on firearms ranges.

XII. SIGHTSEEING

Travel by any personnel in any area of the TTR outside of their assigned regular duty area is prohibited. Should special assignments require personnel to travel off roads, or into areas where they would not normally be expected to work, permission must be obtained in advance from SNL Security. Escort on 37 TFW badges is valid only for designated locations in Area 10 and not for other Range areas.

XIII. CEDAR PASS GATE USE

554 RG and Site-1 personnel, and their support agencies, may use Cedar Pass Gate as desired. 37 TFW and its support personnel shall not use this gate except when given specific approval by Commander, 37 CSG, or for official use (such as delivery). Such approval will be provided on a gate pass.

Colonel, USAF Commander, 37 Combat Support Group

Colond, USAF Commander, 554 Range Group

US Department of Energy Field Office, Albuquerque Kirtland Area Office

las ut Site-1

Support Agreement for Tactical Integrated Air Defense System at TTR

Summary:

This IA, dated July 1982, was entered into by the USAF and DOE. It is considered to be part of the Umbrella MOU (B-12) between the two parties. The IA requests operations and maintenance support services for the TIADS at the TTR.

DE-AI08-82NV10281

INTERAGENCY AGREEMENT THE DEPARTMENT OF THE AIR FORCE TACTICAL AIR COMMAND TACTICAL FIGHTER WEAPONS CENTER AND THE DEPARTMENT OF ENERGY NEVADA OPERATIONS OFFICE LAS VEGAS, NEVADA

CONTRACTS & PROCUREMENT

DIVISION

THE IS A COPY OF THE

EXECUTED DOCUMENT

This Interagency Agreement (IA) is entered into between the U.S. Department of Energy, Nevada Operations Office (DOE/NV) and the United States Air Force Tactical Fighter Weapons Center (TFWC).

WITNESSETH:

WHEREAS: On September 21, 1981, the Secretary of Air Force requested that the Department of Energy provide operations and maintenance support services for the Tactical Integrated Air Defense System (TIADS) at the Tonopah Test Range (TTR);

WHEREAS: On October 1, 1981, the Secretary of Energy agreed to provide to TIADS the services requested at times which do not conflict with DOE activities:

WHEREAS: The terms of this Agreement are consistent with the terms of the <u>Memorandum of Understanding of August 1981</u>, commonly referred to as the <u>"Umbrella MOU</u>" between the Department of the Air Force and the Department of Energy with respect to programs on or in the vicinity of the Nevada Test Site, the Tonopah Test Range and the Air Force Tactical Fighter Weapons Range Complex:

WHEREAS: The terms of this Agreement are consistent with the terms of the Operating Agreement between the TFWC and the Department of Energy/Albuquerque Operations Office (DOE/AL) for the implementation of the permit granted by the Air Force to DOE for the use and occupancy of the TTR.

WHEREAS: The DOE/NV and TFWC desire that the TIADS area remain a secure national asset; and

NOW THEREFORE, in consideration of the foregoing and the provisions hereinafter contained, it is mutually understood and agreed as follows:

ARTICLE I - DEFINITIONS

1. As used in this Agreement, the term , "DOE/NV" means the U.S. Department of Energy, Manager, Nevada Operations Office, or his authorized representative. The term DOE/NV also implies its operating contractors.

- 2. As used in this Agreement, the term "DOE/AL" means the U.S. Department of Energy, Manager, Albuquerque Operations Office, or his authorized representative.
- 3. As used in this Agreement, the term "Air Force" means the United States Department of Air Force, Commander, Tactical Fighter Weapons Center, or his authorized representative.

ARTICLE II - MANAGEMENT

The Air Force agrees to provide an active duty member designated Commander, 4461st Support Group responsible for the day-to-day support activities. The DOE/NV Director, NTS Support Office, will be responsible for the overall coordination of support activities involving DOE/NV resources. Day-to-day onsite coordination will be provided by the DOE/NV Resident Manager.

ARTICLE III - SCOPE OF WORK

- 1. Except for items to be furnished by the Air Force, DOE/NV will be responsible for furnishing an adequate complement of personnel, equipment, materials and supplies as may be necessary to operate, maintain, inspect and/or service the Air Force TIADS facilities on a 24-hour per day, year-round basis in accordance with accepted engineering and management principles. In response to the Secretary of Air Force's request of September 21, 1981, DOE/NV will be responsible for providing the following support to the extent designated by the Commander/4461st Support Group:
 - a. Power plant and entire permanent electrical distribution system excluding airfield lighting and Air Force emergency generators.
 - b. All wells, pumping equipment, water treatment plants and water distribution systems in their entirety.
 - c. All sewage treatment plants and sewage systems in their entirety.
 - d. All vehicle maintenance, base vehicle operations to include but not limited to the operation of the base refueling station, and all heavy equipment operations, snow removal, airfield and street sweeping, shuttle bus service and ground transport. This does not preclude the Air Force personnel from providing transportation services where deemed more efficient or expedient for Air Force mission needs.
 - e. Communications equipment and facilities, to the extent designated by the Air Force.
 - f. All buildings and internal support systems, including utilities and equipment. Fire and intrusion alarms are to be maintained or repaired up to the point where the system connects to external communications lines that carry the alarm signal out of the facility.
 - g. All paved or temporary access roads, and associated erosion control and drainage facilities required.

- h. Runways, taxiways, aprons and other airfield pavements and associated drainage areas.
- i. Housing and feeding operations and service.
- j. Various miscellaneous services, such as custodial, refuse collection, sanitary landfill operations, appliance maintenance, satellite/cable television maintenance, office machines and equipment.
- k. Periodic safety and sanitation inspections, and pest and obnoxious weed control.
- Other services or facilities requested in writing by the Air Force and accepted by DOE/NV.
- 2. DOE/NV will provide A/E services and perform minor construction projects for the Air Force after receipt of funds. Minor construction shall be based upon criteria and specifications provided by the Air Force. This work will be accomplished only upon receipt of an approved Air Force work order and acceptance by DOE/NV.
- 3. DOE/NV will perform remodeling, major plant revision or addition or other than routine maintenance or repair to any structure or facility upon receipt of a written request of the Air Force and acceptance by DOE/NV. No changes to existing facilities, other than those minor alterations necessary in the performance of routine maintenance will be made without such written request.
- 4. DOE/NV will provide miscellaneous support services as requested in writing to facilitate all aspects of the operations performed by the Air Force. This work would generally be outside the scope of maintenance and operations of facilities or construction of facilities such as the following:
 - a. Assisting in assembling, installing, connecting and testing special equipment and providing auxiliary support required.
 - b. Assisting in disconnecting, dismantling, delivering, packing and shipping of special equipment as requested by the Air Force.
- 5. DOE/NV will provide non-expendable equipment, temporary buildings and equipment including office equipment on a temporary loan basis to the extent that it is not required for use by DOE. Such items will be subject to recall by DOE/NV and shall be returned as soon as practicable, but, in any event not more than 30 days after notice that the items are required by DOE in the performance of activities under its jurisdiction. All such items shall be returned to DOE/NV in the same condition as received, normal wear and tear excepted. All costs for repair, replacement and maintenance shall be borne by the Air Force.
- 6. It is mutally understood that the Air Force retains the right to perform functions normally accomplished by the support service contractor under emergency or contingency situations or for training or maintenance of skills proficiency, such as mobilization, exercises or labor strikes.

ARTICLE IV - FINANCE

- Basic Financial Policy All direct costs incurred by DOE/NV and its contractors in carrying on all activities called for under this Interagency Agreement and a proportionate share of DOE/NV contractor indirect costs will be borne by the Air Force. Such indirect costs will be determined by DOE/NV on the same basis as that used in accounting for other DOE/NV activities.
- 2. Funding All work will be funded on a reimbursable basis. Prior to the undertaking of any work, DOE/NV will be in receipt of funds in an amount sufficient to cover the estimated costs of the work involved. Standard Form 1080, together with a summary statement of costs incurred, will be submitted monthly by DOE/NV for payment through the 4461st Support Group to the Air Force's Tactical Air Command Headquarters, Langley, Virginia.
- 3. Accounting Records and Reports DOE/NV will account for the costs of all work in accordance with its established accounting system. Cost reports will be furnished to the Air Force on a weekly and monthly basis consistent with established DOE/NV cost reporting practices on comparable DOE/NV activities.

ARTICLE Y - SECURITY

- 1. Security will be provided in accordance with the terms specified by a separate agreement between TFWC and DOE/AL.
- 2. It is mutually understood that all non-DOD personnel supporting the TIADS housing area will have a minimum of a DOE "L" clearance. All non-DOD personnel supporting the TIADS airfield area will have a minimum of a DOE "Q" clearance. The costs of all such clearances will be borne by the Air Force.

ARTICLE VI - ENVIRONMENTAL SAFETY AND HEALTH

- 1. The Air Force agrees to take all necessary actions and precautions to protect health and to minimize danger from all hazards to life and property. When DOE/NV contractors are involved, it is agreed that the Air Force will abide by all DOE safety regulations. It is further agreed that the Air Force will abide by the radiological safety regulations prescribed by DOE/NV.
- 2. Compliance with federal regulations including the National Environmental Policy Act (NEPA), the Clean Air Act (CAA), the Resource Conservation and Recovery Act (RCRA) and applicable State of Nevada regulations is an Air Force responsibility. NV agrees to provide such assistance to the Air Force as may be required to assure timely compliance with regulatory requirements.

3. It is mutually understood and agreed that the Air Force will reimburse DOE/NV for any tort liability incurred to third persons which may arise on the part of the Government out of TFWC-sponsored activities on the TTR. DOE/NV will obtain Air Force approval prior to settling and paying any third party claims under this clause.

ARTICLE VII - PRESERVATION AND STORAGE OF DOCUMENTS

DOE/NV agrees to retain and preserve all books, records, correspondence, instructions, receipts, vouchers and other memorandums having a record value pertaining to the work under this Agreement, for the same periods of time for which DOE/NV is required to retain DOE records. In lieu of retaining such documents, beyond the required period of time, DOE will return such documents to the Air Force for storage.

ARTICLE VIII - INFORMATION POLICY

Any public release or dissemination of information connected with activities under this Agreement will be in accordance with policies prescribed in the Umbrella MOU executed between the Secretary of Energy and Secretary of Air Force, effective August 18, 1981.

ARTICLE IX - IMPLEMENTATION

Matters of routine support activities relative to the Air Force and DOE/NV will be handled between the onsite representatives provided such matters are consistent with this Agreement. The onsite representatives shall be authorized to execute any necessary annexes or attachments for detailed implementation of this Agreement or to further define areas of responsibility.

ARTICLE X - TERM

This Agreement is effective on the date signed by the last party. It shall remain in effect until terminated by either party hereto upon 60 days written notice to the other party. It is mutually understood and agreed that the Air Force will reimburse DOE/NV for any closing costs incurred in the event this Agreement is terminated. This Agreement may be modified as mutually agreed between participating parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Mahlon E. Gates, Manager Nevada Operations Office

Jack I. Gregory, Maj. Gen., USAF Tactical Fighter Weapons Center

Cost Sharing Agreement for Area 10 at TTR

Summary:

This LOA between the USAF and DOE defines functional areas of responsibility and cost sharing between the two parties for Area 10 of the NTTR. The current status of the agreement is unknown.

LETTER OF AGREEMENT

BETWEEN

554TH RANGE SQUADRON

DETACHMENT 3, AIR FORCE FLIGHT TEST CENTER

DEPARTMENT OF ENERGY, FIELD OFFICE, ALBUQUERQUE, NEW MEXICO

1. The purpose of this Letter of Agreement (LOA) is to outline areas of responsibility and cost sharing for support functions as well as identify facility use for Area 10, <u>Tonopah Test Range</u> following the inactivation of the 37th Fighter Wing. This LOA is not intended to modify the current Operating Agreement Between The Department of the Air Force, Tactical Air Command, Tactical Fighter Weapons Center and The Department of Energy, Field Office, Albuquerque, New Mexico.

2. The following is understood by all parties:

a. 554 RS will provide all O&M services within Area 10 as outlined in paragraph 1 of their 3 Apr 92 letter concerning Contract Requirements, Area 10, Tonopah Test Range (TTR).

b. Services above those provided as the "TAC Baseline" will be funded by the organization requesting the service. Baseline services include basic caretaker O&M, VFR runway, VORTAC, VASIS, BAK-14 barrier, runway and taxiway lights, ATC hot lines, and crash recovery equipment left in place.

3. Attachment 1 defines functional area responsibilities and cost sharing. 'Reimburse' under the 'COST SHARE' column indicates that the service will be provided to the user on a reimbursable basis. Organizations reserve the right to reevaluate their need for a particular service based on the estimated cost ascociated with the service. Areas not listed will be negotiated if and when an organization indicates a desire for the service.

4. Attachment 2 lists the facilities requested for immediate and near term use by each organization. All facilities in Area 10 will remain on the real property records maintained by 554 RS with occupancy indicated under the 'Bldg Custodian' column. The status (open or pickled) of each facility will be as indicated in the '(O)PEN (S)OFT (H)ARD' column. All other facilities in Area 10 will be hard pickled by the 37 FW. 5. Attachment 3 lists the facilities currently occupied by TTR construction crews. Det 3 will assume responsibility for these facilities and will vacate and pickle the facilities not later than 30 Sep 93.

6. This LOA will remain in effect until incorporated into a formal Host-Tenant Support Agreement or other like document.

26 JUN 92

WILLIAM W. DOBBS, Col, USAF Commander, Det 3, AFFTC Date:

Department of Energy, Field Office, Albuquerque, NM Date:

RALPH E. DUNCAN, Col, USAF Commander, 554 Range Squadron Date:

ATTACHMENT 1 FUNCTIONAL AREA RESPONSIBILITIES AND COST SHARING

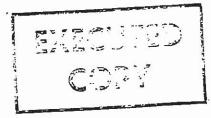
FUNCTIONAL AREA	OPR	USERS	COST SHARE
	Det 3	554 RS	Reimburse
COMMUNICATIONS	Dec J	Det 3	100
(Telephone Service and Radio/NAVAID Maintenance)		Sandia	Not Required
Radio/MAVAID Maintenance)			
FIRE PROTECTION	Det 3	554 RS	10
		Det 3	80
		Sandia	10
RUNWAY MAINTENANCE	554 RS	554 RS	25
(To Include Sweeping)		Det 3	60
(ID Include Sweeping)		Sandia	15
AIR TRAFFIC CONTROL	554 RS	554 RS	5 75
(Tower Only)		Det 3	20
		Sandia	20
SNOW REMOVAL (Airfield)	554 RS	554 RS	0
(554 RS Maintains Equipment)		Det 3	50
(Sandia Provides Operators)		Sandia	50
			40
SNOW REMOVAL (Roads)	554 RS	554 RS	40 60
(Area 10 Only)		Det 3	Not Required
		Sandia	NOL REQUITED
SPECIAL PURPOSE VEHICLES	554 RS	554 RS	100
(Crash Recovery, Cargo Handling,		Det 3	Reimburse
Trash, Busses, Sweepers)		Sandia	Reimburse
	Sandia	554 RS	Not Applicable
SECURITY	Saliara	Det 3	Not Applicable
To Be Handled Under Current		Sandia	Not Applicable
TTR Security Agreement			
LANDFILL	554 RS	554 RS	50
		Det 3	50
		Sandia	To Be Determined
CHILL CR. MDEX MUCHIN	554 RS	554 RS	20
SEWAGE TREATMENT	554 10	Det 3	80
		Sandia	To Be Determined
WATER SUPPLY SYSTEM	554 RS	554 RS	20
		Det 3	80
~		Sandia	Not Required
CONVERSENT AT EX PONDY CTAV	554 RS	554 RS	100
COMMERCIAL ELECTRICITY		Det 3	Reimburse
s		Sandia	Not Required
HAZARDOUS WASTE	554 RS	554 RS	100
		Det 3	Reimburse
·		Sandia	Not Required

Summary:

This MOU between the USAF and DOE establishes the conditions of use protection of the Stonewall Flat Area in R-4807 of the range.

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E-AI08-76NV00525 ,Replaces Contract AT(26-1)-625)



MEMORANDUM OF UNDERSTANDING

BETWEEN

NELLIS AIR FORCE BASE

AND

DEPARTMENT OF ENERGY

1. The purpose of this <u>Memorandum of Understanding</u> is to define the <u>authority</u> and <u>responsibility</u> of the wing commander, Nellis Air Force Base and the Department of Energy with respect to protection of and access to the <u>Stonewall</u> Flats Area, R-4807, of Nellis Air Force Base Nevada.

2. The provisions of this MOU are as stated in attachment 1.

3. This MOU will become effective upon signature by both the wing commander, Nellis Air Force Base (or his designated representative) and the designated official Department of Energy.

4. This MOU will remain in effect unless terminated by mutual consent or upon receipt of 30 days notification.

5. There is no additional manpower required in support of this MOU and no reimbursable provisions are included.

6. REEVALUATION AND RENEGOTIATION OF THE PROVISIONS OF THIS MEMORANDUM OF UNDERSTANDING MAY BE INITIATED AND WILL BE EFFECTED UPON REQUEST OF EITHER OF THE TWO PARTIES CONCERNED.

AGREED TO

(DATE)

AGREED TO John (DATE)

JOHN J. KING, Colonel, USAF Deputy Comdr for Resource Mgt

SPECIFIC PROVISIONS

In accordance with superseded agreement, upon completion of Operation Roller Coaster, Stonewall Flats Area, R-4807 of NAFBR, was returned to a condition that would not interfere with the USAF's use of it and would not endanger life or property. In fulfillment of this condition, a four strand barbed wire fence 150' in diameter was erected around the Double Tracks experiment shot point at coordinates 37° 40' 22" .52N - 116° 59' 14" .23W to preclude entry of personnel or cattle into the contaminated area. This fenced area is monitored annually by Radiological Safety Monitoring Teams to insure safety standards are met and to maintain safety records, and bi-weekly vtsual inspections of the fenced area by Tonopah Test Range guard force personnel are made with binoculars from the TTR western boundary to insure the fence is intact. Arrangements for access to fenced area for monitoring purposes will be made through the established NVOO/NAFB coordination channels on an individual basis and as required. The additional area around the Double Tracks experiment location in Stonewall Flats is being fenced with 450 rods of fencing and cattle guard. Purpose of this fencing is to preclude cattle from grazing in the experiment area which has low level alpha contamination. Access to the area is not restricted to humans, except for the original 150' diameter fenced area which will remain undisturbed within the new and larger fenced area.

Maintain Nellis Radar Feeds to Mercury, Nevada

Summary:

This MOU establishes a mechanism to maintain Nellis Radar Feed to Mercury, Nevada. The MOU outlines continued software and connectivity support for PC-RAMS, as provided by the 98th Range Wing.

U.S. DEPARTMENT OF ENERGY (DOE) NATIONAL NUCLEAR SECURITY ADMINISTRATION (NNSA) MEMORANDUM OF UNDERSTANDING DE-GM58-06NA25356 BETWEEN THE NNSA NEVADA SITE OFFICE (NNSA/NSO) AND THE 98 RANGE WING (98 RANW), NELLIS AIR FORCE BASE (NAFB)

1. INTRODUCTION

a. Background

NNSA/NSO operational tempo and security posture has increased significantly on the Nevada Test Site (NTS). This increased posture has required NNSA/NSO to develop a Common Operating Picture that will provide a system operational twenty-four hours a day, seven days a week to monitor air and ground activities conducted on the NTS.

The Command, Control, Coordination, Communication, Visualization and Analysis System (C⁴VAS) was developed to meet this task, but requires connectivity to the Nellis Radar Feed provided by the 98th Range Wing (98 RANW). NNSA/NSO also requires that a backup system be in place to provide an aerial view of the NTS should C⁴VAS not be operational. Meeting this mandate requires continued support of the Personal Computer Range Airspace Management System (PC-RAMS).

b. Purpose

This Memorandum of Understanding (MOU) establishes a mechanism to maintain Nellis Radar Feed to Mercury, Nevada. It outlines continued software and connectivity support for PC-RAMS, as provided by the 98 RANW.

2. AGREEMENT

- a. <u>98RANW Radar Feed Connection Responsibilities:</u>
 - (1) **Radar Feed Support:** 98 RANW shall provide NNSA/NSO access to radar data feeds via the Sensor Input Processor.
 - (2) **Maintenance:** 98 RANW shall be responsible for radar connection feed from Building 200 to Building P-6, located at Nellis AFB, Nevada.

b. NNSA/NSO Radar Feed Connection Responsibilities

- (1) **Maintenance:** NNSA/NSO shall be responsible for the maintenance of the radar connection feed from Building P-6 to Building 725, located at Mercury, Nevada.
- (2) Maintenance Coordination: NNSA/NSO shall coordinate with 98 RANW Maintenance Operations Center (653-4638/5291) on maintenance issues relating to radar connection feed from Building 200 to Building P-6, located at Nellis AFB, Nevada.
- (3) **Cyber Security Plan:** NNSA/NSO will provide 98 RANW the C⁴VAS Cyber Security Plan signed by NNSA/NSO Designated Approving Authority.

d. 98RANW PC-RAMS Support Responsibilities:

- (1) **PC-RAMS Support:** 98 RANW shall provide NNSA/NSO the latest PC-RAMS software versions to include training manuals.
- (2) **Challenger Keys:** 98 RANW shall provide NNSA/NSO Challenger keys to allow access to Nellis radar data via PC-RAMS.
- c. NNSA/NSO PC-RAMS Support Responsibilities:
 - (1) **PC-RAMS Software Troubleshooting:** NNSA/NSO shall coordinate with 98 RANW (Engineering Integration Manager, 399-9966) to troubleshoot software and connectivity issues relating to PC-RAMS.
 - (2) PC-RAMS Mission Support: NNSA/NSO will contact 98 RANW (653-5563) fourteen calendar days in advance to schedule PC-RAMS support that is outside of 98 RANW scheduled mission activities.
 - (3) Dedicated Modem Dial-up Numbers: 98 RANW shall provide NNSA/NSO access to PC-RAMS via the following modem dial-up numbers: Dedicated Numbers: 295-8957 and 653-4738 Modem "Bank" Number: 653-4758

3. PROGRAM FUNDING

a. This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds.

ADMINISTRATION 4.

Effective date a.

This MOU, and any changes thereto, shall become effective upon the date of signature of both parties. It shall remain in effect unless otherwise terminated.

b. Amendments

This MOU may be amended by written agreement between NNSA/NSO and 98 Range Wing (98 RANW/CC).

Termination C.

> This MOU may be terminated by mutual written agreement of NNSA/NSO and 98 RANW/CC, or by either party upon one year written notice to the other part.

Jay H. Norman, Acting Manager National Nuclear Security Administration Nevada Site Office

resnect, for

Christopher E. Haave Colonel, U.S. Air Force Commander

5/12/06 Date

H May 06 Date

Restoration Responsibilities on NAFR Lands

Summary:

This MOU delineates the responsibilities of Nellis AFB and the DOE to ensure that environmental restoration issues are addressed on the NAFR for areas that potentially have been contaminated as the result of historic DOE activities.

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Memorandum of Understanding DE-GM08-98NV13467 U.S. Department of Energy Nevada Operations Office and Air Warfare Center Nellis Air Force Base

I. INTRODUCTION

This Memorandum of Understanding (MOU) delineates the responsibilities of the Nellis Air Force Base (hereinafter "Nellis") and the Department of Energy, Nevada Operations Office, (hereinafter "DOE") to ensure that environmental restoration issues are addressed on the Nellis Air Force Range (hereinafter "NAFR", map attached) for areas that have been potentially contaminated as the result of historic DOE activities.

II. PREAMBLE

WHEREAS, Nellis has a continuing need to train aircrews in the State of Nevada in order to maintain mission ready status in their assigned aircraft and to participate in large force integrated air missions; and

WHEREAS, the DOE, the Department of the Air Force. Tactical Air Command, and Tactical Fighter Weapons Center signed a Memorandum of Understanding, dated 10 June 1982 and 30 July 1982, addressing, in part, an agreement to reduce the radioactive surface contamination levels from underground nuclear test events on Pahute Mesa prior to return of the area to Air Force domain.

WHEREAS, the DOE, the Department of Defense through the Air Force's Director of the Defense Nuclear Agency (now known as the Defense Special Weapons Agency), and the State of Nevada signed a *Federal Facility Agreement and Consent Order* effective 10 May 1996.

WHEREAS, Nellis and the DOE recognize the importance of addressing environmental restoration obligations, for DOE's potential contamination of NAFR lands due to past activities, for purposes of determining how Nellis will use the lands that have been found to be contaminated.

NOW, THEREFORE, the parties agree to the following:

III. AUTHORITY

_1a

This MOU is entered into by DOE pursuant to the Atomic Energy Act, 42 U.S.C. § 2011 et seq and the DOE Organization Act, 42 U.S.C. § 7101 et seq, and by NAFR pursuant to § 307 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1737), and 10 U.S.C. § 8013.

IV. PURPOSE

The purpose of this MOU is: (1) to identify environmental restoration responsibilities on NAFR lands potentially contaminated by DOE in the past, (2) to work to achieve agreement on corrective action levels between Nellis, DOE and regulators and (3) to establish responsibility for the future cleanup obligations.

V. RESPONSIBILITIES

1. Nellis and the DOE together will:

- a. Cooperatively work with the BLM to determine best management procedures and practices for the NAFR.
- b. Agree to work together to identify corrective action levels acceptable to the parties to this MOU, federal, state, and local regulators, and the public.

2. Nellis will:

- a. Communicate the execution of this MOU to the appropriate installation, range, major command, and headquarters offices of the Department of the Air Force; and
- b. Designate a point of contact for DOE's environmental restoration activities on the NAFR; and
- c. Provide land-use scenarios and other information to DOE and state and federal regulators in efforts to determine present corrective action levels.
- d. Provide timely access to DOE contaminated sites for DOE's environmental restoration activities on the NAFR.

- e. Impose restrictions only on Nellis' use of the NAFR while under its control. These selfimposed restrictions by Nellis on its use of NAFR (hereinafter "use restrictions") will be placed in the Geographic Information System (GIS) for NAFR. The Range Management Office (RMO) at Nellis will administer use restrictions to ensure that there are institutional controls, if necessary, on users of the NAFR, ensuring that they are aware of these restrictions located in the GIS, which should assist the DOE in working with the state regulators on Corrective Action Units. If RMO determines that a proposed mission use would not comport with existing use restrictions or that there is a proposed transfer/relinquishment of all or part of NAFR, it should notify DOE of the proposed use or transfer/relinquishment, so that paragraph V3(f) below then applies. DOE has conducted and is continuing to conduct remedial activities for some of its sites on NAFR, and those areas may still be contaminated. The Nellis Legislative Environmental Impact Statement for its Range Renewal will identify large geographic areas on the NAFR currently known to be contaminated by DOE and which may require restrictions on land usage. Presently, there are some small areas on the NAFR contaminated by DOE that have been closed in place, and there may be some others that will be determined to be acceptable for closure in place which may require some restrictions on land usage.
- 3. The DOE, will:
 - a. Communicate the execution of this MOU to the appropriate offices of the DOE: and
 - b. Designate a point of contact for DOE environmental restoration activities on the NAFR; and
 - c. Provide Nellis with information regarding corrective action activities on the NAFR to facilitate the extension of the withdrawal of NAFR; and
 - d. Assume responsibility for all environmental restoration activities on sites with historic DOE contamination; and
 - e. Assume responsibility for working with the regulators to complete DOE-site contamination corrective actions and to obtain final closure approval for sites determined to be contaminated on the NAFR and will furnish copies of any decision and closure documents to the RMO and the Environmental Management Directorate at Nellis; and

- f. If Nellis notifies DOE of a proposed use that will be in conflict with the existing use restrictions or of a proposed transfer/relinquishment, then DOE must contact the regulators or transferee/returnee to address, and resolve cleanup issues associated with the proposed use or transfer, so that if RMO needs to modify its use restrictions thereby causing additional cleanup requirements to meet the proposed land-use scenarios, then DOE will clean the restricted land up to the level to meet the proposed land-use scenario in an expeditious manner so that RMO may amend the use restrictions; and
- g. Work and negotiate with regulators, the public, and Air Force on corrective action levels; and
- Remain liable for any and all costs associated with contamination resulting from the DOE activities on the NAFR, consistent with its responsibilities under applicable law, and;
- i. Establish an on-site monument or some other permanent marker containing a brief description of use restrictions, geographic area affected, and whom to contact for further information; and
- j. Provide the RMO with the necessary geographic data for entry into the RMO's GIS database.

VI. PROGRAM FUNDING

This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds. Each agency shall use its own funds to execute the responsibilities described in Section 5.

VII. DISPUTE RESOLUTION

Designated representatives for Nellis and DOE will make all reasonable efforts to informally resolve disputes relating to this agreement. If reasonable efforts to resolve disputes are unsuccessful, the matter will be referred to the signatories.

VIII. CONDITIONS

1. Nellis and DOE both understand and agree, that:

a. Implementation of this MOU is of mutual benefit;

- b. This MOU does not constitute a commitment of funds, and that performance under this MOU by either party is dependent upon lawful appropriation, availability, and allocation of funds by proper authorities;
- c. This MOU merges all prior written and oral agreements between the parties and it contains the final and complete agreement reached by the parties regarding environmental restoration for sites with potential historic contamination resulting from past DOE activities on NAFR unless subsequently amended in accordance with this MOU.

IX. AMENDMENT AND TERMINATION

This MOU may be modified or amended by written agreement of both parties and signed by each of the parties hereto. It may be terminated by mutual agreement of DOE and the Recipient or by either party upon 30-day written notice to the other.

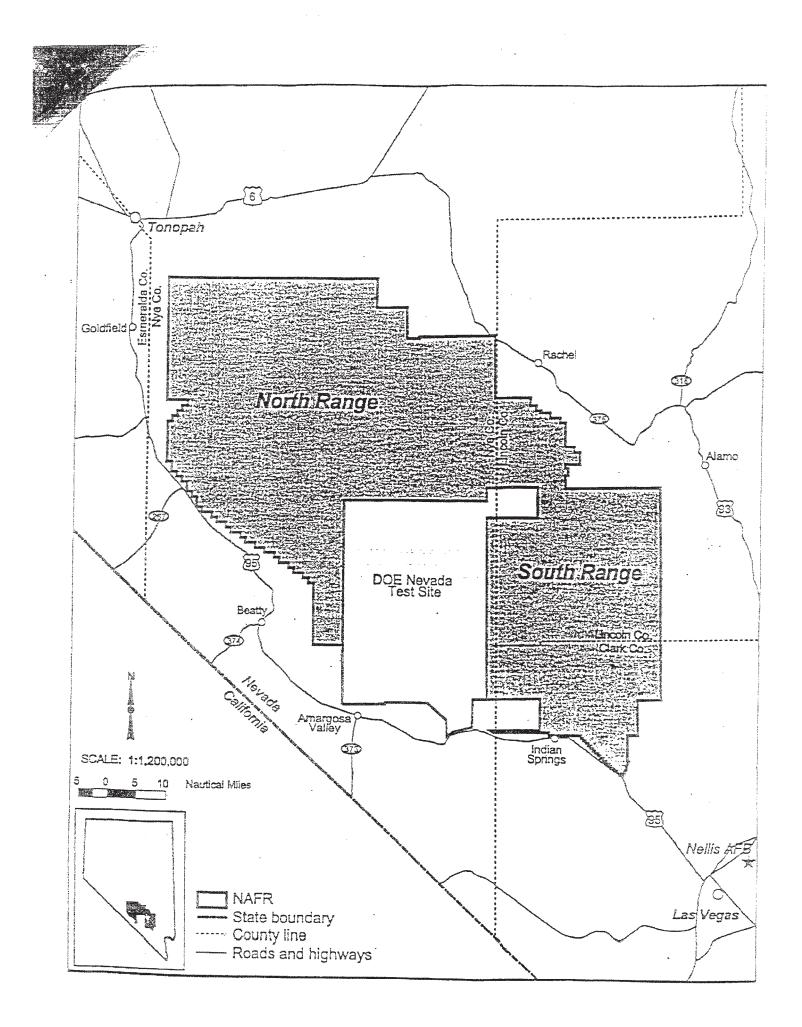
X. EFFECTIVE DATE

This MOU becomes effective upon the latter date of signature of both parties.

GLEN W. MOORHEAD, III Major General, USAF Commander

Date

G. W. JOHNSÓX Manager Nevada Operations Office



Yucca Mountain Site Characterization

Summary:

This MOU between the DOE and BLM establishes an arrangement between the parties for cooperation in the preparation of environmental review documents. This arrangement is intended to avoid duplication of effort and to reduce paperwork.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE U.S. DEPARTMENT OF ENERGY

AND

THE BUREAU OF LAND MANAGEMENT

U.S. DEPARTMENT OF THE INTERIOR

CONCERNING ENVIRONMENTAL REVIEWS FOR

SITE CHARACTERIZATION

ACTIVITIES PURSUANT TO THE NUCLEAR WASTE

POLICY ACT OF 1982 (P.L. 97-425)

Introduction and Purposer Α.

The U.S. Department of Energy (DOE) has responsibilities under Title I of the Nuclear Wasce Policy Act of 1982 (NWPA) for the development of repositories for the disposal of high-level radioactive waste and spent nuclear fuel. To the extent that these DOE statutory responsibilities involve site characterization activities requiring land use authorizations from the Bureau of Land Management (BLM), this Memorandum of Understanding establishes an arrangement between DOE and BLM for cooperation in the preparation of environmental review documents. This arrangement is intended to avoid duplication of effort and to reduce . paperwork by using a single environmental review document to fulfill the responsibilities of both agencies.

Background в.

Title I of the NWPA establishes a multi-step process. for repository development under which: Section 112 of Title I governs the nomination and recommendation of 1. candidate sites for site characterization; Section 113 governs site characterization activities; and Section 114 governs the recommendation of a site for repository development.

- 2. Title I also specifies environmental review requirements for the various steps of repository development. Section 112(b)(1)(E) requires that each nomination of a site for site characterization be accompanied by an environmental assessment and defines the content of such environmental assessment. Section. 112(b)(1)(F) provides that issuance of an environmental assessment under Section 112(b)(1)(E) shall be considered a final agency action subject to judicial review. Sections 112(e) and 113(d) provide that DOE activities under Sections 112 and 113 shall be considered to be preliminary decisionmaking activities and shall not require preparation of an environmental impact statement by DOE under Section 102(2)(C) of the National Environmental Policy Act (NEPA) or any environmental review by DOE under subparagraph (E) or (F) of Section 102(2) of such Act. Section 114(f) requires an environmental impact statement prepared by DOE under NEPA to accompany a recommendation to the President of a site for the development of a repository.
- Other provisions of the NWPA intended as environmental 3. safeguards includé: Section 112(a) which requires DOE to issue general guidelines for the recommendation of sites for repositories; Section 113(a) which requires DOE to conduct site characterization activities in a manner that minimizes any significant adverse environmental impacts; Section 113(c) which restricts DOE site characterization activities and which requires DOE to take reasonable and necessary steps to reclaim a site determined not suitable for a repository and to mitigate any significant adverse environmental impacts caused by site characterization activities; and Section 121 which calls for the Environmental Protection Agency to establish generally applicable standards for protection of the general environment from offsite releases from radioactive material in repositories and for the Nuclear Regulatory Commission to establish technical requirements and criteria governing the licensing of nuclear waste repositories.
- 4. Section 120 of Title I directs Federal agencies to expedite the consideration and granting of any request from DOE for a certificate, right-of-way, permit, lease or other authorization required for site characterization of a site or the construction or initial operation of a repository.

C. Agreements

- DOE will prepare the environmental assessments required under Section 112(b)(1)(E) and will be responsible for all public involvement and agency coordination requirements.
- 2. DOE will consult with BLM during preparation of the environmental assessments and consider BLM comments and suggestions on environmental matters, including mitigation of environmental impacts.
- 3. BLM will provide information as requested by DOE, consult with DOE during preparation of the environmental assessments, and provide comments and suggestions on draft environmental assessments issued by DOE for public review and comment.
- 4. After an independent review, BLM will adopt, to the maximum extent possible, the DOE prepared environmental assessment to fulfill its environmental review responsibilities under NEPA for land use authorizations to DOE.
- 5. Consistent with Section 112(b)(1)(F), 112(e) and 113(d), issuance of a DOE prepared environmental assessment will be considered final agency action and neither a finding of no significant impact nor an environmental impact statement is required.
- D. Effective Date, Revision, and Termination

This Memorandum of Understanding shall be effective upon execution and shall continue in effect until revised or terminated by mutual agreement, or unless terminated by either party upon 120 days notice in writing to the other party.

Date: Ť Director Robert L. Morgan, Project Nuclear Waste Policy Act İ1 Project Office U.S. Department of Energy

28 Date

Robert F. Burford, Dyrector Bureau of Land Management U.S. Department of the Interior

Endorsement

The Council on Environmental Quality has determined that adherence to the provisions of this Memorandum of Understanding and to the guidance provided in the Council's May 25, 1983, letter, appended hereto, will constitute compliance with NEPA to the extent it is applicable to land use authorizations for site characterization activities under Section 113 of the NWPA 1982.

Date:

A. Alan Hill, Chairman Council on Environmental Quality

Note: One of three originals.

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U.S. Department of Energy Nevada Operations Office P. 0. 8ox 98518 Las Vegas, NV 89193-8518

RIGHT-OF-WAY RESERVATION

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Section 507 of the Federal Land Policy and Management Act of 1976 (90 Stat. 2781, 43 U.S.C. 1767), Section 120 of the Nuclear Waste Policy Act of 1982 (96 Stat. 2287, 42 U.S.C. 10140), and Section 3 of the Military Lands Withdrawal Act of 1986 (Public Law 99-606, 100 Stat. 3460), the United States of America, acting by and through the Bureau of Land Management (BLM), U.S. Department of the Interior, does hereby issue and reserve to the U.S. Department of Energy (DOE) and its assigns, a right-of-way to conduct site characterization activities in connection with the proposed Yucca Mountain nuclear waste repository project, upon, over, under, and through the following described Federal lands situated in the State of Nevada, to wit:

Mount Diablo Meridian, Nevada

T. 12 S., R. 49 E., unsurveyed secs. 7 through 11; secs. 12, 13, 24, 25, and 36 exclusive of thos beginning: latitude 36° 46' 19.140" N longitude 116° 26' 48.021" h		east of a l	1 ne
northerly to a point latitude 36° 52' 00.000" N longitude 116° 26' 45.045" W northerly to a point latitude 36° 59' 00.267" N longitude 116° 26' 45.838" W secs. 14 through 23; secs. 26 through 35.	Record Posted MT Plat	Date /0~/7-39	BV CK Julipho

Pursuant to the Hilitary Lands Withdrawal Act of 1986 (P.L. 99-606, 100 Stat. 3457), the Federal lands to which the description applies are withdrawn from all forms of appropriation under the public land laws including the mining, mineral leasing and geothermal leasing laws, and reserved for the use of the Secretary of the Air Force. By letter dated July £, 1989, the Secretary of the Air Force concurred in the issuance of this right-of-way which covers 18,700 acres, more or less. (A map showing the right-of-way described above is attached hereto as part of the Plan of Development, Exhibit A of this authorization.)

C

The concurrence of the Department of the Air Force is subject to the conditions stated in Exhibit B of this authorization and said concurrence expires on or before June 30, 1994. The conditions set forth in Exhibit B will insure minimal impact to continuing Air Force operations within the Nellis Range complex. Should eventual Nuclear Regulatory Commission requirements impose limitations which affect Air Force missions in the Yucca required to modify existing air space agreements to mitigate

The right-of-way herein authorized is for the limited purpose of conducting site characterization activities as described in the Plan of Development, Exhibit A. The activities in the "core area" include, but are not limited to, installation of environmental monitoring facilities, geological and hydrological studies, access roads, power lines and drill pads, and trenching, coring, drilling, boring, seismic and other geophysical support activities; facilities.

The activities in the "use area" include, but are not limited to, installation of environmental monitoring facilities, survey, access to and location of study sites, surface stratigraphic studies, meteorological monitoring studies, installation of rain and steam flow gauges, and geologic mapping.

Core and use areas are as described in the Plan of Development, Exhibit A of this authorization.

This right-of-way is intended for the use and benefit of the DOE, its agents and contractors, and it is issued subject to the regulations of the Secretary of the Interior contained in 43 CFR 2800 and to the following terms and conditions:

- DOE shall reimburse the BLM for the costs incurred in processing and administering this right-of-way reservation.
- 2. The BLM retains the right to occupy and use the right-of-way, and to issue or grant rights-of-way or other land use authorizations for other purposes, upon, over, under, and through the lands, provided that the occupancy and use will not unreasonably interfere with the rights granted herein. BLM may authorize other uses only after initiating consultation with DDE and after receipt of concurrence from the Air Force. DDE will initiate consultation with BLM and the Air Force if DDE wants to use the lands for additional proposed uses not covered by this authorization.
- 3. This right-of-way is intended for site characterization activities only and it does not authorize or convey any rights for the construction (not necessary for site characterization purposes) or the operation of a nuclear waste repository.

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- 4. DOE shall construct, operate, and maintain the site characterization facilities, improvements, and structures within this right-of-way in strict conformity with the terms of this right-of-way and the Plan of Development which is approved and made a part of this right-of-way authorization and identified as Exhibit A. Any relocation, additional construction, or use that is not in accord with the approved Plan of Development shall not be initiated without the prior written approval of the BLM authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
- 5. DOE is required to fulfill all applicable environmental law requirements and all requirements for mitigation, stabilization, and rehabilitation as described in the Plan of Development and further listed in Sections 4.1.1.4 and 4.1.2.6 of the Environmental Assessment. This responsibility will continue until the requirements are met, regardless of expiration of the right-of-way reservation.
- Any required site specific environmental analyses necessary for DOE activities will be conducted by DOE and will be coordinated with BLM.
- No hazardous materials related to site characterization activities will be disposed of on reserved or unreserved public lands, including the above described lands.
- 8. Archaeological surveys, according to BLH Cultural Resource Inventory Guidelines for Nevada (1989), will be conducted by DOE prior to start of surface disturbing activities. A Project Authorization will be submitted to the BLM a minimum of two weeks prior to beginning field work. Sites will be recorded and reports written according to the format established in the guidelines. The results of each inventory will be reviewed by BLM and are subject to Section 106 consultation between BLH and the SHPO if cultural resources are found. Hhen cultural resources are present, the BLM District Manager and the DOE Manager, in Section 106 consultation with the SHPO, will determine the appropriate action to be taken. DOE will not begin surface disturbing activities until the consultation process is complete and adverse effects mitigated.
- Threatened and endangered species surveys will be conducted by DOE prior to start of surface disturbing activities.
- 10. Trenches, shafts, and bores shall be marked, fenced, or otherwise protected so as not to constitute a hazard to the public or to wildlife.

- 11. Core holes or wells containing potentially usable water should be left in a manner which facilitates their development as water sources; and, prior to termination of the agreement or abandonment of the holes/wells, DOE will consult with BLM to determine if they will be sealed and capped, plugged back, or turned over to the BLM as is.
- 12. The District Manager, Las Vegas District Office, Las Vegas, Nevada, shall act as BLM's authorized officer for the implementation of this right-of-way.
- The Director, Waste Management Project Office, Nevada Operations Office, Las Vegas, Nevada shall act as DOE's contact for implementation of this right-of-way.
- The right-of-way and reservation hereby authorized shall remain in effect until such time as concurrence of the Secretary of the Air Force comes to an end--on or before June 30, 1994.
- 15. This right-of-way may be renewed, with the concurrence of the Air Force. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal, Section 507 of the Federal Land Policy and Management Act of 1976 (90 Stat. 2781, 43 U.S.C. 1767), Section 120 of the Nuclear Waste Policy Act of 1982 (96 Stat. 2287, 42 U.S.C. 10140), the Military Lands Withdrawal Act of 1986 (Public Law 99-606, 100 Stat. 3460), and any other terms and conditions that the BLM authorized officer and the Air Force deem necessary.

Dated this 10th day of October, 1989

Sgd. Edward F. Spang

Edward F. Spang State Director, Nevada Bureau of Land Management

2 Enclosures

- 1. Plan of Development (Exhibit A)
- 2. Conditions of Air Force Concurrence (Exhibit B)

Desert National Wildlife Range MOU

Summary:

This MOU provides a framework for cooperation between the USAF and the USFWS. The MOU establishes the terms of use of the common area between the NTTR and the DNWR. Primary jurisdiction resides with the USFWS. This MOU is currently being updated.

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE U.S. AIR FORCE, AIR COMBAT COMMAND

AND

THE DEPARTMENT OF THE INTERIOR, U.S. FISH AND WILDLIFE SERVICE

PARTIES

This Memorandum of Understanding (MOU) is made and entered into between the U. S. Fish and Wildlife Service, an executive agency of the United States Department of Interior hereinafter referred to as the "Service," and the Air Combat Command, a branch of the United States Air Force hereinafter referred to as the "Air Force."

AUTHORITY

This MOU applies only to that portion of the Nellis Air Force Range (NAFR), hereinafter referred to as the "Range," that is located within the Desert National Wildlife Range, hereinafter referred to as the "Refuge." The Refuge was established on May 20, 1936 by Executive Order 7373. The Range was established on October 29, 1940 by Executive Order 8578, which states:

The withdrawal made by this order shall take precedence over, but shall not rescind or revoke as to any of the land affected thereby in the above-described area the withdrawal made by Executive Order No. 6918 of November 26, 1934, as amended, and Executive Order No. 7373 of May 20, 1936, withdrawing certain lands for wildlife and other purposes.

The Service enters into this MOU pursuant to the authority provided by the National Wildlife Refuge System Administration Act of 1966 (16 U.S.C. 668dd - 669ee). The Service is the federal agency primarily responsible for the welfare and management of the land, wildlife and other natural resources, and for protection of cultural and archeological resources, and for research thereon in the Refuge. The Service is also the federal agency with specific responsibilities for protection of threatened and endangered species and management of desert bighorn sheep, desert tortoises, and migratory birds. One million, three hundred twenty-two thousand, nine hundred (1,322,900) acres of the Refuge have been proposed for inclusion in the National Preservation System, under the Wilderness Act of 1964 (16 U.S.C. 1131 - 1136). The Service shall manage those lands in accordance with the provisions of that act.

The Air Force enters into this MOU pursuant to authority provided by Public Law (P. L.) 99-606, the Military Lands Withdrawal Act of 1986. Under P. L. 99-606, the lands affected by this MOU were reserved for use by the Secretary of the Air Force (subject to Service management of the land and resources under the National Wildlife Refuge Administration Act) as an armament and high hazard testing area and for training for aerial gunnery, bombing, rocketry, electronic warfare, and for tactical maneuvering and air support.

The Air Force controls access to the areas affected by this MOU under the Internal Security Act of 1950 (50 United States Code [U.S.C.] 797, implemented by Department of Defense Directive 5200.8 and Air Force Instruction [AFI] 31-209) and the Wilderness Act of 1964. The Air Force has designated the land affected by this MOU as "controlled area" in accordance with AFI 31-209. The Air Force controls the restricted airspace above the land affected by this MOU under Federal Aviation Administration (FAA) regulations.

APPLICABLE LAW

The Military Lands Withdrawal Act of 1986 (P.L. 99-606), the Sikes Act of 1960 (42 U.S.C. 670a - 670m), The National Refuge System Administration Act of 1966 (16 U.S.C. 668dd - 668ee), the National Environmental Policy Act of 1969 (42 U.S.C. 4321, 4331 - 4335, and 4341 -4347), the Endangered Species Act of 1973 (16 U.S.C. 1531 - 1544), the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 - 469c), the National Historic Preservation Act of 1966 (16 U.S.C. 470 - 470b and 470c - 470n), the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 - 1771 and other U.S.C. sections), the Refuge Recreation Act of 1962 (16 U.S.C. 460k - 460k-4), The Wilderness Act of 1964 (16 U.S.C. 1131 - 1136), and the Internal Security Act of 1950, Chapter 1024, §21 (50 U.S.C. 797).

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AFFECTED LAND

2.

The land affected by this MOU is delineated on the attached map hereinafter "affected land" and is described as:

T9S - R	59E, R58E,	R57E,	R56E,	R55 1/2E,	R55E to Nye County Line.
T10S - R	.59E, R58E	R57E,	R56E,	R55 1/2E,	R55E to Nye County Line.
T11S - R	859E, R58E	, R57E,	R56E,	R55 1/2E,	R55E to Nye County Line.
T12S - R	R59E, R58E	R57E,	R56E,	R55 1/2E,	R55E to Nye County Line.
T13S - R	R59E, R58E	, R57E,	R56E,	R55 1/2E,	R55E, R54E to Nye County Line
T14S - R59E West 1/2, R58E, R57E, R56E, R55 1/2E, R55E, R54E to Nye County Line					
T15S - R58E, R57E, R56E, R55 1/2E, (All of Sections within 1, 2, 11, 12, 13, 14 and 23, 24, 25, 26, 35 and 36).					

T16S - R58E (All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15 16, 17, 18, 19, 20, 21, 22, 27 and 34). R57E (All of Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, and NE 1/4 of Section 7).

T18S - R62E (South 1/2 of Sections 33, 34, and 35 and all of Section 36) (Known as the Nellis Small Arms Range).

A total of +/- approximately eight hundred forty five thousand, seven hundred eighty seven (845,787) acres.

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PURPOSE

The parties enter into this MOU to provide a framework for cooperation between them, with the mutual goals of enhancing the ability of each to accomplish its mission, minimizing conflicts between those missions. This MOU replaces the MOU between the parties dated March 11, 1976, which expired on March 11, 1991 and was extended indefinitely by letter of agreement dated March 15, 1991.

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AGREEMENT

1. Airspace overlying the land affected by this MOU have flight or altitude restrictions as defined in AFI 13-212, Vol 2/NAFB SUP 1. Exceptions to this rule are listed as follows and are made to alleviate undue conflicts with resident wildlife and to promote aircraft and pilot safety:

a. All live air-to-air gunnery operations will be conducted above an elevation of ten thousand (10,000) feet Mean Sea Level (MSL) within air-to-air gunnery areas in R-4806W as described in the Nellis Air Force Base (NAFB) supplement to AFI 13-212.

b. Helicopters shall operate at or above 500 feet Above Ground Level (AGL), unless conducting tactical training in accordance with approved mission profiles. Low level training within the joint-use area, as described in the NAFB supplement to AFI 13-212, shall be limited to the absolute minimum required to meet approved training needs.

c. Tactical mission profiles will be developed to avoid the following wildlife watering points by 2000' AGL, within 0.5 nautical miles (NM), to the maximum extent possible:

<u>NAME</u>

LOCATION

Chuckawalla Guzzler	115°	20'	30" W X	36° 55' 60" N	
White Sage Catchment	115°	22'	W X 36°	43' N	
Indian Canyon Catchment	115°	32'	30" W X	36° 56' 50" N	
Quartz Spring Catchment	115°	36'	10" W X	36° 59' N	
Gravel Canyon Guzzler	115°	35'	W X 36°	53' 30" N	
DeJesus Spring	115°	34'	30" W X	36° 52' 20" N	I
Tim Spring	115°	34'	35" W X	36° 50' 50" N	Į
Sand Spring	115°	33'	50" W X	36° 49' 45" N	I
Spotted Range #2 Catchment	115°	39'	50" W X	36° 50' 20" N	Į
Spotted Range #1 Catchment	115°	41'	W X 36°	49' N	
Foggy Catchment	115°	40'	35" W X	36° 48' 05" N	I
Patches Catchment	115°	40'	50" W X	36° 46' 25" N	I
Dain Peak Catchment	115°	31'	35" W X	36° 42' 30" N	I
Heaven's Well	115°	33'	20" W X	36° 40' 30" N	I

d. There will be no overflight of Corn Creek field station (36° 26' N, 115° 22' W below 8000 feet MSL when within one NM of the station).

e. In accordance with Air Force and FAA regulations, fixed and rotary wing aircraft flying visual flight rules (VFR) may deviate from these restrictions in order to remain clear of clouds and maintain VFR flight, or to maintain safety of flight. Aircraft that are unable to safely reach or maintain the appropriate altitude will fly at the highest altitude possible while continuing to maintain safety of flight. Course deviations to avoid obstructions are also deemed necessary for the safety of flight.

2. Normal maintenance of existing facilities, road right-of-ways and targets within the area described

in the NAFB supplement to AFI 13-212, is accomplished by annual maintenance plans which incorporate environmental concerns (such as the current Service Biological Opinion for desert tortoise). The construction or relocation of any road, trail, target, target area or military facility on the refuge will not commence without proper environmental analyses, and consultation with the Service.

3. The Air Force, with Service concurrence, has established training and testing facilities in the following areas:

a. Indian Springs Valley: (85,851 acres). All lands within the Indian Springs Valley below the thirty-six hundred (3600) feet (1097 meters) elevation contour line as shown on the attached map.

b. Three Lakes Valley: (136,758 acres). All lands within the Three Lakes Valley below the four thousand (4000) foot (1219 meters) elevation contour line as shown on the attached map. The transition from thirty-six hundred (3600) foot contour line of Indian Springs Valley to the four thousand (4000) foot contour line of Three Lakes Valley will begin in the center of Section 20, T15S, R57E.

c. Spotted Range (old - Nellis Close Air Support Range): (24,541 acres). Commencing at the southwest corner of T13S, R56E; thence west to the southwest corner of T13S, R55 1/2E; thence north five miles to the Lincoln and Clark County line; thence west two miles along said county line; thence south approximately six miles to the Spotted Range Road; thence along Spotted Range Road to the point where it intercepts the military reservation boundary at the southwest corner of Section 35, T14S, R55E; thence east along the military reservation boundary to where it intercepts the R55 1/2E and R56E division line; thence north along as line to the point of origin. Plus T14S-R55E, The portions of the E 1/2 Section 21 and the NW 1/4 Section 22 lying westerly of Spotted Range Road.

d. Tikaboo Valley (old - Desert Valley) Impact Area: (640 acres). In T9S, R59E consisting of Section 19. 19UZ BRANCIOV SIS-ELTRA midentifue at ategua officience no bayolgab another to acres 1.3.

4. Within the above described areas, delivery of air-to-ground ordnance shall be confined to impact areas as listed below, as shown on the attached map, approximately 111,527 acres.

a. Indian Springs Valley: (38,168 acres).

6. An Air Combat Maneuvering Instrumentation (ACMI) Range was installed during 1975-76 within Refuge, consisting of seven (7) instrumented sites, serviced and mar(serias £££,£2) aerA duo2 The ACMI equipment was withdrawn in 1988. The Air Force has retained an option to reopen the founct ACMI sites. Should the Air Force reactivate these sites, access and service2/12 3628-284171 with the Refuge Manager. Environmental regulations in effect at the time of rg/T/R=3628 - 28177.

- 7. During the Air Force occupancy and use of Desert National Wile(seria: 78,11) asrA droN endebris, or force teacher and facilities no longer needed or abandoned by the Air Force will be
- T12S R56E Sections 12, 13, 24, 25, 361 moil beyonter bus zeers guibled lednes of beredies T12S - R57E Sections 7, W 1/2 of 17, 18, 19, W 1/2 of 20, W 1/2 of 29, 30, 31 and the CIC El W 1/2 of 32

b. Three Lakes Valley (48,178 acres):

South Area (15,723 acres)

T15S - R57E Sections E 1/2 of 1, SE 1/4 of 11, Section 12 except the NW 1/4, 13, E 1/2 of 14, E 1/2 of 23, Sections 24, 25, 26, excluding the NW 1/4 Section 26, section 34 excluding the NW 1/4 Section 34, 35, 36
T16S - R57E Sections 1, 2, 3, 10, 11 and 12
T15S - R58E Sections 6, 7, 18, 19, 30, 31

T16S - R58E Sections 6, 7, 18, 19

North Area (32,455 acres)

T11S - R58E Sections 25, excluding the NE 1/4, Sections 26, 27, 34, 35, 36

T12S - R58E E 1/2

T12S - R59E, Sections 18 and N 1/2 of 19

T13S - R58E Sections 3, 4, 5, 8, 9, 10, 15, 16, 17, 20, 21, 22, 27, 28, 29, 32, 33 and 34

T14S - R58E Sections 3, 4, 5, 8, 9, 10, 15, 16 and 17

c. Nellis Close Air Support Range (24,541 acres):

All land that lies within this area.

d. Desert Valley Impact Area (640 acres):

All land that lies within this area.

5. The type of munitions deployed on specific targets is outlined in AFI 13-212, Vol 2/NAFB SUP 1 Input from the Service for annual revisions will be submitted to 99th Range Squadron Commander. The Air Force has access to and use of FAC Hill, T15S-R55E, Section 11 for use by Forward Air Controllers (FAC).

6. An Air Combat Maneuvering Instrumentation (ACMI) Range was installed during 1975-76 within Refuge, consisting of seven (7) instrumented sites, serviced and maintained by the Air Force. The ACMI equipment was withdrawn in 1988. The Air Force has retained an option to reopen the former ACMI sites. Should the Air Force reactivate these sites, access and service will be coordinated with the Refuge Manager. Environmental regulations in effect at the time of reactivating will apply.

7. During the Air Force occupancy and use of Desert National Wildlife Refuge (DNWR), target debris, ordnance residue and facilities no longer needed or abandoned by the Air Force will be gathered to central holding areas and removed from Refuge expeditiously as possible and IAW AFI 13-212 and its supplements.

8. The Air Force agrees to appoint a military liaison officer in 99th Range Group, responsible for range management who will work cooperatively with the Refuge Manager or designated representative. The liaison officer shall be responsible for dealing with all problems relating to Air

Force activities on the Refuge. The liaison officer shall assist the Service in securing necessary range clearances in 4806W in order for the Service to conduct wildlife/resource management activities. The Service and the liaison officer shall meet on a regular basis for updates and to resolve immediate issues or problems. Also, to foster a better understanding between both agencies, Air Force and Service should provide the other party copies of natural resource studies/surveys accomplished on the DNWR.

9. Service personnel shall have access to the lands of Refuge described in the NAFB supplement to AFI 13-212 for the purposes of wildlife inventory, law enforcement, water development, public hunting, facility maintenance, and other management activities during periods of Air Force inactivity, provided the necessary range clearances have been received by the Refuge Manager from the liaison officer or designated representative.

a. Access on the Refuge north of latitude 37 degrees and west of longitude 115 degrees, 35 minutes will be coordinated through the USAF/DOE Liaison Office.

b. Access to joint-use area within NAFR will be controlled by the Air Force. Entry/exit requirements are stated in the local NAFB regulation. Permanent party DOI/Refuge personnel will be given controlled area badges with escort privileges for DOI sponsored personnel.

10. The Air Force will make available a period of not less than fourteen (14) consecutive days annually during the months of December and/or January when the service will have uninterrupted use and access to the lands described in the NAFB supplement to AFI 13-212 to conduct a bighorn sheep hunt. The fourteen (14) day period shall be mutually agreed upon by the Commander, Air Warfare Center, Nellis Air Force Base and the Refuge Manager. The Service shall ensure all hunters sign a hold-harmless agreement provided by the Air Force. The Refuge Manager will retain completed forms for a period of three years, unless otherwise directed by the Air Force. The Air Force, in conjunction with the Service, will provide to the hunters a Range Safety Briefing (to include explosives safety hazard awareness) as well as a Natural/Cultural Resource Briefing. The Air Force will also provide cleared and marked entry/exit routes for each valley and designate camping areas for hunting parties within the authorized hunt areas. Access will be controlled in accordance with Nellis Air Force Base range entry/exit regulations. Hunters will be allowed unescorted access after attending explosive ordnance disposal, safety, security, and natural/cultural resource briefings Access north of latitude 37 degrees north and west of longitude 115 degrees 30 minutes west is restricted. The Air Force, in coordination with the Service shall supply maps delineating access for the hunt. The maps will show the confines of authorized, restricted, and hazardous areas. was extended by letter of dated March 11, 1986

11. Air Force personnel and personnel of their contractor(s) designated for law enforcement and security purposes may possess firearms only while on official duty on those joint-use lands described in the NAFB supplement to AFI 13-212. Service personnel with Federal law enforcement credentials are required to carry firearms when conducting Federal law enforcement duties. Special permitted hunters (reference item 10) will be authorized to possess a sporting arm for the hunting of bighorn sheep, during the period set aside for bighorn sheep hunting only. The Air Force has the right, at its convenience, to conduct ground patrols (on designated roads) or air patrols, for the surveillance of unauthorized entry on those lands described in the NAFB supplement to AFI 13-212. Off-road vehicle travel is prohibited unless expressly authorized by the Refuge Manager or the 99th Range Squadron Commander. The liaison officer will report any observations of illegal entry or use of lands

within Refuge boundaries to a Refuge Officer.

12. The Service agrees to the use of its facilities by the Air Force and the cooperation of its personnel to aid in the recovery of downed aircraft and aircrew. The Air Force shall immediately notify the Refuge Manager IAW OPLAN 6 whenever any military aircraft crashes within the boundaries of the Refuge. When feasible, the designated search and rescue coordinator and the officer in charge of the crash investigation and recovery of aircraft wreckage shall consult with the Refuge Manager as to the best route to reach the crash site. Off-road vehicle travel will be coordinated with Service to ensure minimum damage to the land and environment of the Refuge. Recovery of aircraft wreckage from lands designated or proposed as wilderness areas will be conducted with special care to minimize impact on wilderness values. Consideration will be given to alternatives to using off-road vehicles to retrieve wreckage, to include use of helicopters, or not removing wreckage when doing so would be more detrimental to the area than leaving it. The Air Force will make efforts to mitigate damage to Refuge lands resulting from military activity. Such mitigation shall be jointly agreed upon by the Refuge Manager and the designated Installation Commander of Nellis AFB.

13. To facilitate management of the range and minimize the time required for management, the Air Force agrees to furnish the Service a minimum of twenty (20) hours of aircraft support annually, and if available, other support equipment with operating personnel as negotiated on a case-by-case basis for the purposes of aerial patrol, search and rescue, maintenance of the Wildlife Range, wildlife inventory, water hole inspection, and other wildlife management practices on the Refuge.

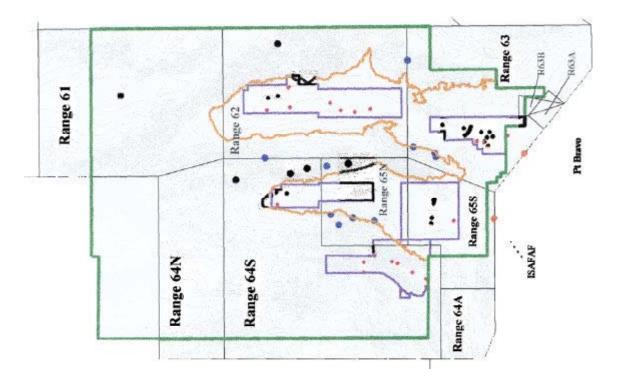
14. The Air Force shall bear all the costs of suppressing and reporting wildfires on the Refuge when such fires are the result of Air Force activities. The Service is responsible for pre-suppression fire costs of lands in the withdrawal. Fire suppression will be provided by the Bureau of Land Management (BLM) for all range fires within the area described in the NAFB supplement to AFI 13-212. A separate agreement between Nellis AFB and BLM covers fire fighting operations on the Refuge.

15. The duration of the MOU shall begin with the date of signing of this agreement and end with the expiration date of PL 99-606, which is November 6, 2001. A semi-annual meeting shall be scheduled (target months of April and October) to include representatives of the Service, the 99 RANG, the 57th and 53rd Wings and 99ABW/EM. The purpose of these meetings is to provide mutual updates and to discuss any pending issues Terms of this MOU may be negotiated, renewed and/or amended as necessary at the mutual consent of both signatory parties.

16. The signatory parties agree that the MOU dated March 11, 1986, was extended by letter of agreement dated March 15, 1991, to the effective date of this MOU. Satisfaction of the terms of this MOU will constitute full compliance with Air Force obligations under any prior agreements, and shall extinguish all current, continuing, and future obligations of the Air Force under those agreements.

MOU Between the U.S. Air Force, Air Combat Command and the Department of the Interior Signature Page IN WITNESS THEREOF, the signatures have been affixed hereto on the respective dates herein indicated. 1 2 DEC 1997 FOR THE U.S. AIR FORCE, AIR COMBAT COMMAND Date RUSSELL T. BOLT Colonel, USAF Commander, 99th Air Base Wing DEC 22 1997 FOR THE DEP. THE INTERIOR, U.S. FISH AND WILDLIFE SERVICE Date 5 MIKE SPEAR Regional Director, Region 1 U.S. Fish and Wildlife Service

Nellis Southern Ranges Legend Water Catchments (Blue) • Targets (Red) • Range Airspace Boundary (Black) • USFWS Refuge Boundary (Green) • Test/Training Boundary (Green) • Test/Training Boundary (Brown) • Impact Boundary (Purple) • Contours (Gray) •



Draft – Toiyabe National Forest Agreement

Summary:

This IA between the USAF and USFS established the use of USFS lands for military purposes within the Toiyabe National Forest. This draft document is not dated or signed.

INTERAGENCY AGREEMENT BETWEEN THE U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE AND THE DEPARTMENT OF THE AIR FORCE

This supplemental Interagency Agreement between the USDA FOREST SERVICE and the Department of the AIR FORCE is entered into for use of lands within the Toiyabe National Forest pursuant to the Master Agreement between the Department of Defense and the Department of Agriculture dated September 30, 1988. In accordance with that agreement, an analysis and determination has been made that other lands of the Department of Defense are unsuitable or unavailable for Air Force use.

WITNESSETH

WHEREAS, the AIR FORCE wishes to use National Forest System lands within the Toiyabe National Forest for electronic communications in support of defense training activities, and training activities associated with locating and recovering combat rescue missions of downed aircrew members, in mountainous terrain, and

WHEREAS, the National Forest System lands within the Toiyabe National Forest is suitable and offers an excellent site at Angel Peak to provide electronic communications and the proper environment for mountainous rescue training, and these electronic communications and training operations are vital to AIR FORCE readiness, and

WHEREAS, the AIR FORCE recognizes that their request creates an impact on the administration of the National Forest beyond normal workload and financing, was not foreseen, nor planned for in the program/budget process, and

WHEREAS, the AIR FORCE recognizes that their proposal is not part of the FOREST SERVICE program/budget, and therefore, wishes to donate funds to the FOREST SERVICE for all reasonable administrative and other costs incurred by the FOREST SERVICE as a result of these activities.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- A. AIR FORCE SHALL:
 - Donate funds to the FOREST SERVICE to the extent allowable by law and agreement dated September 30, 1988, to cover actual direct and indirect costs incurred by the FOREST SERVICE after September 1, 1991, but not to exceed \$ for:
 - a. Processing Special-Use applications for uses of National Forest System lands for electronic communications and rescue training.

- b. Serving as lead agency in preparation of environmental documents which will meet the needs of the National Environmental Policy Act (NEPA).
- c. Preparation of Special-Use permits for land use authorization on National Forest System lands.
- d. On-the-ground administration to insure that terms of the Special Use permit are being met.

All donations will be made in advance of work to be performed by the FOREST SERVICE and will be used exclusively for AIR FORCE activities.

- 2. Provide to the FOREST SERVICE, by October 1st of each year, a plan of operation for the coming calendar year. The plan of operation will include, but not be limited to, a description of the planned activities; the approximate number of personnel, frequencies, and facilities; dates of use; types of helicopters to be used; designation of all sites; type of operational flying to be conducted; description of primary entry and exit routes; and expected impact on the environment.
- 3. To comply with regulations of the Department of Agriculture governing the use of National Forests and to observe all environmental, sanitary, and fire laws and regulations applicable to the lands being used.
- 4. To take all reasonable precautions to prevent damage to the land, its products, and all improvements, and shall repair such damage, should it occur, to the satisfaction of the FOREST SERVICE.
- 5. Since use of National Forest areas will include activity during the fire season, adequate precautions will be taken by all personnel to prevent the starting and escape of forest fires. To prescibe such rules and regulations relative to smoking, use of matches, use of flares, and use of fire for other purposes, as will assure maximum protection of uncontrolled fires.
- 6. Agrees to reimburse the FOREST SERVICE, to the extent authorized, expenses incurred by the FOREST SERVICE in suppressing fires caused by AIR FORCE activities.
- 7. This agreement does not authorize the use of live ammunition, explosives, or incendiary devices on National Forest System lands.
- 8. Agrees that training sites will not be selected nor will overflight occur in formally designated Wilderness areas.
- 9. Agrees that training sites requested in Wilderness study areas will be only of a temporary nature, will not create a surface disturbance or involve the placement of any structures, and that such use will be terminated immediately upon designation of the lands involved as Wilderness.
- 10. Construction of improvements to support electronic communications will be allowed as specified in the individual Special-Use authorization.

otherwise construction of improvements is not authorized by this agreement.

- 11. This agreement does not authorize the cutting or clearing of any National Forest live vegetation without prior approval of the FOREST SERVICE. Dead or down timber or other vegetation may be used where necessary in the training activities.
- 13. To jointly select with the FOREST SERVICE the person to be assigned as the Military Liaison Officer.
- 14. To reimburse the FOREST SERVICE the costs associated with transfer of station which may be incurred by the FOREST SERVICE in staffing this position. Transfer costs are subject to AIR FORCE approval and will not exceed a transfer for one person every two years, unless otherwise agreed.
- 15. This agreement may be terminated upon breach of any of the conditions here, at the discretion of the Forest Supervisor, Toiyabe National Forest.

B. THE FOREST SERVICE SHALL:

- 1. Deposit the payments received from the permittee into the FOREST SERVICE cooperative work fund to be expended only in the performance of this agreement.
- Expend donated monies under this agreement for salaries, travel, vehicle use, per diem, materials, supplies, overhead, and other incidental expenses necessary in the perfomance of this agreement.
- 3. That the Forest Supervisor, Toiyabe National Forest, or his designated representative, will represent the FOREST SERVICE in all matters pertaining to the use, occupancy, and administration of those uses covered by this agreement. In addition, the FOREST SERVICE agrees to provide a Military Liaison Officer, to be selected jointly with the AIR FORCE, to serve year-round as staff specialist for, and as the local representative of, the District Ranger, Las Vegas Ranger District, for matters concerning AIR FORCE use of National Forest System Lands.
- 4. Process the Special-Use Application and Report.
- 5. Serve as lead agency in preparation of environmental documents which meet the needs of NEPA.
- 6. Prepare the Special Use permit for the land use approved on National Forest System lands.
- 7 Administer the terms and conditions of the Special Use permit including the annual plan of operation submitted by the AIR FORCE.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

- 1. The Las Vegas District Ranger, Toiyabe National Forest of the FOREST SERVICE will be the primary contact between the AIR FORCE and the FOREST SERVICE where questions arise concerning administration of the Agreement.
- 2. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.
- 3. Nothing herein shall be construed as obligating the FOREST SERVICE to expend or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.
- 4. Nothing herein shall obligate the FOREST SERVICE to issue a land use authorization.
- In carrying out the terms of this Agreement, there will be no discrimination against any person because of race, religion, or color.
- 6. This Agreement may be amended by mutual written agreement of both parties.
- 7. In case of termination of this agreement, any funds on deposit may be held by the FOREST SERVICE beyond termination date to meet obligations incurred prior to the expiration date and/or to be applied against any further financial obligation Users may have with the FOREST SERVICE under the provisions of this agreement.

Date

Date

Pre-filing of Water Rights on NTTR

Summary:

Under this MOA, the USAF, Department of Energy, National Park Service, and U.S. Fish and Wildlife Service entered into an agreement to establish a framework for a formal means of interagency cooperation and coordination concerning pre-filing notification of future water rights applications.

2003

DOE reference number: DE-GM08-99NV13622

MEMORANDUM OF AGREEMENT CONCERNING PRE-FILING NOTIFICATION OF PROPOSED WATER RIGHT APPLICATIONS BY FEDERAL AGENCIES IN SOUTHERN NEVADA

WHEREAS, water, both surface and groundwater, is a finite and precious natural resource in the southern Nevada ecosystem;

WHEREAS, the federal agencies in southern Nevada that have executed this Memorandum of Agreement ("MOA") interrelate in numerous ways in the areas of water use and water rights;

WHEREAS, those federal agencies would benefit from closer cooperation, coordination and the sharing of information concerning future water use, particularly prior to the filing of water right applications with the Nevada State Engineer; and,

WHEREAS, those federal agencies recognize that an overriding goal is to swoid the requirement of pre-filing notification of proposed water right applications once analytical tools are developed concerning the water sources in the southern Nevada ccosystem;

NOW THEREFORE: The federal agencies executing this MOA hereby agree to the establishment of a framework for a formal means of inter-agency cooperation and coordination concerning pre-filing notification of future water right applications.

As such, the agencies understand and agree as follows:

I NOTIFICATION - RESPONSIBILITIES & PROCEDURES

A. Pre-Filing Notification

The geographic area covered by this MOA, hereinafter referred to as "Southern Nevada, is defined as south of the 38th parallel and west of the 115th meridian in the State of Nevada, excluding however, Nellis Air Force Base in townships 18, 19, and 20 south and ranges 62 and 63 east; Nellis Air Force Base, Craig Road Property in township 20 south, range 61 east; and the Silver Flag Alpha compound, as it exists on the date this MOA is fully executed, all excluded areas of which are located in Clark County, State of Nevada.

Any federal agency that intends to file an application with the Novada State Engineer for a new water right, hereinafter "application" in the geographic area defined above, will provide all other federal agencies that have executed this MOA with information on the proposed application

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within a reasonable time, reasonable time be defined as not being less that 30 days, prior to filing such application with the State Engineer. That information shall include, at a minimum, the information that would otherwise be required by the State Engineer to consider a water right application and cause such an application to be published.

B. Response By Notified Federal Agencies

Each federal agency receiving notification of the proposed application will respond in writing to the agency proposing the application, within a reasonable period of time, that it is either: 1) not opposed to the application; or 2) opposed to the application, setting forth the specific reasons why it is opposed and the injuries it expects to suffer as a result of the proposed application.

C. Resolution of Conflicts

In the event any of the federal agencies contacted by the agency proposing the application determines that it is opposed to the application, that, and any other opposing agency, shall enter into good faith negotiations with the agency proposing the application to attempt to reach resolution of all differences. If desired, the negotiating agencies may sock the involvement of other neural federal agencies, such as the United States Geological Survey of the Department of Justice. If resolution is not possible after a reasonable period of time, then the agencies will refer to their respective component heads their concerns and positions on the differences and each agency shall then elevate their concerns until inter-agency resolution is achieved. Until such resolution, no action will be taken on the proposed application.

II_Future Support For Analytical Tools To Help Make Future Decisions

The federal agencies executing this MOA agree that it would be beneficial to establish analytical tools to help make scientific and technical decisions concerning the water resources in Southern Nevada. The agencies agree to support an effort to establish such analytical tools but are not committed to any specific efforts through this MOA. The agencies nora-theless recognize as a worthwhile goal the establishment of such analytical tools as are necessary to make determinations on the water available (yield in the basin) and impacts from water withdrawals. The agencies agree that until the analytical tools are developed and agreed upon by each interested agency, each interested agency may use whatever information and data are available provided that any supporting information and data are furnished to all other parties contemporaneously. The agencies further agree to work towards another agreement which sets forth the specific agreed upon analytical tools to be used in future decisions and the procedure to support the establishment of toose tools. The agencies recognize that an overriding goal is to avoid the requirement of pre-filing notification of proposed water right applications and agree to work together in an effort towards the creation of established oriteria governing all proposed water right applications in Southern Nevada.

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III. Future Meetings

The federal agencies executing this MOA agree to participate in an annual federal agencies' meeting to discuss the water resources of Southern Nevada. At the meeting, the agencies are expected to discuss, among other things, the development of analytical tools to help make scientific and technical decisions concerning such water resources and the implementation of this MOA. These meetings, unless otherwise agreed upon, shall take place at a mutually agreed upon location in close proximity to, and either the day before or the day after, the annual Devil's Hole Workshop.

IV. General Disclaimers

This MOA may be supplemented or amended by additional Memorandums of Agreement or other agreements, if executed by all the federal agencies having executed this MOA.

Nothing in this MOA shall alter any existing federal or state laws, or give rise to any cause of action under federal or state law, or otherwise be judicially enforceable.

Any agency may terminate its participation in this MOA upon thirty (30) days written notice to all other agencies.

This MOA cannot be used to obligate or commit funds or as a basis for the transfer of funds.

V. Federal Agencies Bound By This MOA (including specific contacts)

Richard Martin, Superintendent Death Valley National Park National Park Service U.S. Department of the Interior (Contact: Mel Essington and Chuck Pettee)

Mike Spear, CA/NV Operations Manager Fish and Wildlife Service U.S. Department of the Interior (Contact: Tim Mayer)

Dated

Dated

Page 3

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DOJ ENRD BARTELL

2006

Glen W. Moorhead, III Commander, Air Warfare Center Nellis Air Force Base United States Air Force (Contact: Joe Hinds)

G.W. Johnson, Manager Nevada Operations Office U.S. Department of Energy (Contact: Environment, Safety & Health Division)

Dated 5/97/99

Dated 13 may 37

Any other federal agency may join in this MOA through written notification to all federal agencies that have executed MOA. Thereafter, any such agency agrees to abide by the terms of this MOA.

Please furnish a copy of correspondence exchanged pursuant to this MOA to: U.S. Department of Justice Environment and Natural Resources Division Attn: Stephen G. Bartell

FEB-24-2004 TUE	02:20 PM	FAX NO.	Р.
	tional Park Service 5. Department of the Interior	Water Rosources Division Natural Resource Program Center	1201 Oakridge Drivo Suite 250 Fort Collins, CO 80525 970-225-3500 phone 970-225-9965 fax
Water	Resources Divis	ion Fax - URGENT	
DATE:	February 24, 20	04 PAGES:	(INC. COVER SHEET)
Vegas, NV PHONE:	r Christensen, USAF, 702-653-4565 702-653-5579		
TO:		TO:	
TO:		<i>TO:</i>	
TO:		TO:	
PH	ONE: 970-225-3536 AlL: dan_mcglothlin@nj		
Urgent	➔ For Review	For Your Information Only	Please Comment

01

COMMENTS: Roger – Following is the memorandum of agreement among USAF, DOE, FWS, and NPS as implemented through DOJ. I couldn't locate my copy so I had DOJ (Bartell) send me a copy. We discussed this agreement on the phone yesterday, my office was involved in the development of the agreement. If you have guestions, please call me. Dan

FEB-24-2004 TUE 02:20 PM 02/24/2004 12:43 FAX 2023050274

FAX NO.

2002

P. 03

DOJ ENKO BARTELL

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Stephen G, Bartell, Esq. General Litigation Section P.O. Bax 663 Washington, DC 20144-1603 DJ# 90-1-2-1474

U.S. Department of Justice

Environment and Natural Resources Division

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Telephone (202) 305-0334 Factimile (202) 303-0274 Stephen Bartel&USDOJ.GOV

MEMORANDUM

Peter Fahmy, Office of the Solicitor, U.S. Department of the Interior To: Steve Palmer, Office of the Solicitor, U.S. Department of the Interior Richard Martin, Death Valley National Park Tin Mayer, U.S. Fish & Wildlife Service Joe Hinds, Nellis Air Force Base Ken Hoar, U.S. Department of Energy Doug Duncan, U.S. Department of Energy Stephen G. Bartell, Trial Attorney From: General Litigation Section Environment and Natural Resources Division Date: June 23, 1999 Memorandum of Agreement Concerning Pre-Filing Notification of Re: Proposed Water Right Applications by Federal Agencies in Southern Nevada - Distribution of Executed Agreement

It is with great pleasure that I distribute copies of the attached fully executed Memorandum of Agreement Concerning Pre-Filing Notification of Proposed Water Right Applications by Federal Agencies in Southern Nevada. While it has taken us quite a while to put this Agreement together, I trust our diligence will be rewarded through the benefits the United States will receive through greater cooperation among your agencies.

Thank you for helping to put this Agreement together. I look forward to continuing to work with each of your agencies with respect to water resources in southern Nevada.

D-laiky

EB-24-2004 Ti	JE 07:33 AM	FAX NO.		Ρ,	01
	ional Park Service . Department of the Interior	Water Resources Division Natural Resource Program Conter	1201 Oakridge Drive Suite 250 Fort Collins, CO 80525 970-225-3500 phone 970-225-9965 fax		
Water	Resources Divisi	on Fax - URGENT			
DATE:	February 23, 200	4 PAGES:	3		
Las Vega PHONE:	is, NV 202-208-7889	JSAF, ^{TO;}	(net cover anter)		
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	o: Roga As Vega HONE: AX: o: o: o: fRC PHC	FROM: Dan McGlothlin PHONE: 970-225-3536 Discussion of the second	TO: Roger Christensen, USAF, TO: Las Vegas, NV PHONE: 202-208-7889 FAX: 702-653-5579 TO: TO: TO: TO: TO: TO: TO: TO: TO: TO: FROM: Dan McGlothlin, Water Rights Branch PHONE: 970-225-3536 EMAIL: dan_mcglothlin@nps.gov	(INC. COVER SHEET) TO: Roger Christensen, USAF, TO: Las Vegas, NV PHONE: 202-208-7889 FAX: 702-653-5579 TO: TO: TO: FROM: Dan McGlothlin, Water Rights Branch PHONE: 970-225-3536 EMAIL: dan_mcglothlin@nps.gov	(NC. COVER SHEET) (NO. COVER SHEET) (O. COVER SHEET) <td< td=""></td<>

COMMENTS: Roger: Attached you should find 2 maps pertaining to LVVWD's applications on/near the joint administration area. Not sure, but I think the Nevada Test Site area is not a joint administration with Nellis AFR. Maybe you can confirm that. P.S. Am still searching for my copy of the Federal Family MOA and will forward that to you when it turns up. Dan

EXPERIENCE YOUR AMERICA

The National Park Service cares for special places saved by the American people so that all may experience our heritage.

FEB-24-2004 TUE 02:20 PM 02/24/2004 12:49 FAX 2023050274

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		FAX	NO.
DOJ	ENRI)	BARTELL	

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IMPORTANT: This facsimile is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or otherwise protected free disclosure under applicable law. If you have received this transmission in error, please notify us by telephone and return the original transmission to us at the address given below.

FROM: Stephen G. Bartell, Esq. Department of Justice, ENRD, General Litigation Section P.O. Box 663, Washington, D.C. 20044 Voice No. 202-305-0234, Fax No. 202-305-0274 STEPHEN.BARTELL@USDOJ.GOV

DATE: February 24, 2004

TO: Dan McGlothlin @ NPS @ 970-225-9965

NUMBER OF PAGES SENT (INCLUDING COVER PAGE): 6

SPECIAL INSTRUCTIONS: Re: MOA

FAA/BLM Wilderness Agreement

Summary:

This IA between the BLM and FAA establishes management and use of navigable airspace over designated wilderness areas administered by the BLM. The current status of this IA is unknown.

Interagency Agreement between Bureau of Land Management and Federal Aviation Administration

This interagency agreement is between the Bureau of Land Management of the Department of the Interior, hereinafter referred to as the "BLM," and the Federal Aviation Administration of the Department of Transportation, hereinafter referred to as the "FAA."

WHEREAS, it is the purpose of the BLM to administer designated wilderness areas for the permanent good of the whole people, and for other purposes, as part of the National Wilderness Preservation System, as provided for in the Wilderness Act of September 3, 1964, (16 U.S.C. Section 1121, and Sections 1131-1136) and the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701).

WHEREAS, it is the function of the FAA to manage the use of the navigable airspace of the United States, as provided for in the Federal Aviation Act of 1958 (49 U.S.C. Section 1301 et. seq.).

WHEREAS, aircraft flying at low altitudes may pose a potential hazard to wildlife in certain areas administered by the BLM.

WHEREAS, the FAA and BLH, while recognizing the public freedom of transit of the navigable airspace, desire to act in cooperation to reduce the incidence of low flying mircraft, including fixed-wing mircraft, helicopters, ultralight vehicles, balloons, and gliders over BLM mdministered lands.by seeking voluntary cooperation with the established 2,000 feet minimum requested matitude:

NOW THEREFORE:

- I. The BLM agrees:
 - A. To identify specific field units where low flying aircraft constitute a conflict with resource values, and to convey specific information to the FAA for appropriate action as described in this agreement.
 - B. To develop and implement a standardized reporting system acceptable to the FAA to document incidents of low flying aircraft over BLM administered lands. This reporting system will provide for transmittal of such documentation in a timely manner to the appropriate FAA Flight Standards District Office.
 - C. To develop training programs and instructional materials for BLM field personnel to enable them to recognize and report instances of low flying aircraft in a competent and professional manner. The law enforcement training programs of the BLM will be expanded to incorporate this subject matter into mandatory annual in-service training requirements.
 - D. To prepare public informational materials, including printed matter and audio visual programs, for communication to pilots, using existing FAA pilot contact meetings and programs, aviation

periodicals, and other means of generating pilot understanding of BLM resource management objectives.

- E. To make personnel available from the respective agencies to meet with the FAA and affected pilots to discuss resource management objectives and issues associated with low flying aircraft.
- II. The FAA agrees:
 - A. To communicate to pilots concerns and objectives of the BLM about low flying aircraft in specified areas, using advisories, bulletins, the FAA publication <u>General Aviation News</u>, the ongoing "Accident Prevention Program" for routine pilot contact, and other means of communication with pilots.
 - B. To investigate instances of pilot deviations from FAA minimum altitude recommendations over areas administered by the BLM, and take action to discourage repeated deviations with the objective of reducing or eliminating such incidents in these areas. To impress upon pilots that even though participation in the program is not mandatory, pilot participation is strongly encouraged.
 - C. To assist the BLM in communicating with the various agencies of the Department of Defense in regard to problems associated with military aircraft operations over BLM administered areas.
 - D. To make available to the BLM, on request, at the FAA Flight Standards District Offices the status and results of incidents reported by the BLM.

- E. To enlist the support of all aviation groups and organizations by requesting they publicize problems being encountered within areas administered by the BLM.
- F. To assist BLM personnel in combating problems associated with low flying aircraft by participating in appropriate meetings at field and regional levels.
- III. The FAA and BLM agree:
 - A. To assess severe situations where impacts of aircraft operations upon human, cultural, or natural resources are sufficiently serious to warrant consideration of site-specific action by the FAA to minimize or eliminate the causes of such problems. Where appropriate, the FAA will advise the BLM on techniques of conducting scientific studies and data collection to facilitate understanding of the impacts of aircraft operations on affected resources.
- IV. For purposes of facilitating communication in implementing this agreement, each party has identified the following key contact offices:

BLA	FAA
Chief, Branch of	Airspace and Air
Wilderness Resources	Traffic Rules Branch
(202) 343-6064	(202) 426-8783

This agreement is effective upon the signature of the final signatory party to the agreement and expires on December 5, 1989. The parties to this agreement will jointly review the results hereof at the end of each calendar year. The agreement may be amended by the written mutual agreement of both parties.

Either party to this agreement may terminate the agreement by VI.

providing 60-days notice to the other party.

11/4/85

/s/ Robert F. Burford Director, Bureau of Date Land Management

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41 Administrator, Federal Date Aviation Administration 9/24/85 Assistand Secretary for Da Policy and International Date Affairs Secretary of

Donald Paul Hodel

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Secretary of the Interior

1/2/86 Date

Transportation

Date

Nevada State Clearinghouse MOU

Summary:

This MOU between the State of Nevada and the DOD is assumed to be current. This MOU establishes timetables and policies concerning the review of all projects that may affect the State of Nevada or local governments.



DEPARTMENT OF THE AIR FORCE HEADQUARTERS USAF WEAPONS AND TACTICS CENTER (ACC) NELLIS AIR FORCE BASE, NEVADA

09 AUG. 1993

FROM: CC

SUBJ: Memorandum of Understanding (MOU) between the DOD and <u>Nevada State</u> Clearinghouse (Ref Special Nevada Report)

то:	WTC/CV/EV/PA/S 57 WG/CC	57 OG/CC	57 OSS/CC 558 CES/CC
	554 SG/CC	554 RS/CC	558 CES/CC

1. Attached is a letter from the Air Force Center for Environmental Excellence accompanied by subject MOU.

2. Any proposed projects or programs which may affect the state or local governments must be reviewed by the Clearinghouse. The MOU establishes timetables and policies to accomplish this review. These projects would include new military construction in excess of \$300,000; airspace operations which affect all new <u>Special Use Airspace (SUA)</u> proposals or changes to existing <u>SUA</u>; family housing projects; withdrawals of public domain land for military use; range and air installation compatible use zones (<u>R/AICUZ</u>); and flood plains management and wetlands management, just to name a few.

3. The Environmental Management office will be the Nellis focal point. Please forward all packages to them for submission to the Clearinghouse. For additional information, please contact Ms Susan Barrow, WTC/EVP, Ext 26828.

THOMAS R. GRIFFITH Major General, USAF Commander

1 Atch AFCEE Ltr w/Atch Dated 13 Jul 93



DEPARTMENT OF THE AIR FORCE AIR FORCE CENTER FOR ENVIRONMENTAL EXCELLENCE (AFCEE) WESTERN REGIONAL COMPLIANCE OFFICE G30 SANSOME STREET, SUITE 1336 SAN FRANCISCO, CALIFORNIA 94111-2278

13 Jul 93

FROM: AFCEE/CCR-S

TO:

HQ ACC/CEV

SUBJ: Memorandum of Understanding Between the DOD and Nevada State Clearinghouse (Ref Special Nevada Report, 23 Sep 91)

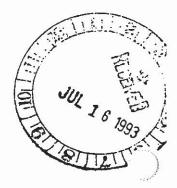
MWIC/CC/EM -

The accompanying information is forwarded to help you implement processes described in the recently finalized memorandum of understanding with Nevada. This document fulfills one of the principal recommendations provided in the Special Nevada Report, dated 23 Sep 91. It establishes timetables and procedures for the evaluation, review and coordination of proposed federal and federally-assisted plans, programs, projects, and operations that may affect the activities of the State of Nevada and its local governments.

Inquiries should be directed to our project manager, Mr Michael Tye, at (415) 705-1668.

- KEN M. STONER, Major, USAF Deputy Director Atch SNR MOU (17 pgs)

cc: SAF/MIQ w/ Atch HQ USAF/CEVP w/ Atch AFCEE/CC w/ Atch WESNAVFACENGCOM (Code 20) w/o Atch CESPD-DE w/o Atch



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NOW THEREFORE :

The Department of Defense, acting through the Navy, Air Force and Army, agrees to:

1. Submit unclassified information to the Clearinghouse on proposed plans, programs, projects and operations for the installations listed in Attachment 1 and identified by general location on the attached maps and which may affect state and local plans, programs and projects. The information to be submitted by the DoD will include, but is not limited to, the following:

- Installation Comprehensive Master Planning. a.
 - (1) Installation Master Plans (Army and Navy)
 - Base Comprehensive Plans (Air Force)
- b. Military construction (new construction in excess of \$300,000).
- c. Airspace Operations which affect all new Special Use Airspace (SUA) proposals or changes to existing SUA which require Federal Aviation
- Administration review and approval.
- Family housing projects. e. Real property acquisition and disposals.
- f. Withdrawals of public domain land for military use.
- g. Substantial changes in existing use of installations.
- h. Notices of Intent (NOI) Findings of No Significant Impacts (FONSI) and Draft and Final Environmental Impact Statements (EIS) prepared pursuant to National Environmental Policy Act (NEPA) requirements and Council on Environmental Quality (CEQ) regulations. i. Range and Air Installation Compatible Use Zone (R/AICUZ) studies and
- major modifications.

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- Natural and Cultural Resource Management Plans.
- ·j.
- k. Floodplains management and wetlands protection. Information and data for regional plans, programs, and projects.

2. Incorporate Clearinghouse review comments into the above proposed plans, programs, projects and operations or explain in writing, within 30 days of receipt of comments, the reasons they were not incorporated. Following notification of non-incorporation of review comments, a 15 day waiting period will be observed before proceeding with the next action.

Within 60 days of receipt, evaluate, comment and make recommendations with respect to DoD interests on plans, programs, and projects provided by the Clearinghouse for DoD review. Comments on NEPA documents and related items/correspondence will be handled through the standard NEPA review process.

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF DEFENSE AND THE NEVADA STATE CLEARINGHOUSE CARSON CITY, NEVADA IMPLEMENTING EXECUTIVE ORDER 12372 6 MAY 1992 · j 242 · 1

Pursuant to Executive Order 12372, 14 July 1982, and Executive Order 12416, 8 April 1983, as these Executive Orders implement Title IV of the Intergovernmental Cooperation Act at 31 U.S.C. 6506 and 40 U.S.C. 531-35, Section 204 of the Demonstration Cities and Metropolitan Development Act of 1968 at 42 U.S.C. 3334, and the National Environmental Policy Act, 42 U.S.C. 4321 et seq.,

This Memorandum of Understanding is entered into between the Department of Defense, hereinafter called the DoD, and the Nevada State Clearinghouse, hereinafter called the Clearinghouse.

RECITALS:

The parties hereto intend to cooperate in the evaluation, review and coordination of proposed federal and federally-assisted plans, programs, projects and operations that may affect the plans, programs, projects and operations of the DoD and the state and local governments, and

The parties hereto will work diligently toward the goal of achieving consistency and compatibility of all federal, state, and local plans, programs, projects and operations.

The Clearinghouse agrees to:

1. Serve as the State Single Point of Contact for the Navy, Air Force and Army, as applicable, for the state review process and in dealing with state agencies on any of the following plans, programs, and projects submitted by the DOD:

- a. Installation Comprehensive Master Planning.
 - (1) Installation Master Plans (Army and Navy)
- Base Comprehensive Plans (Air Force) b. Military construction (new construction in excess of \$300,000).
- C. Airspace Operations which affect all new Special Use Airspace (SUA) proposals or changes to existing SUA which require Federal Aviation administration review and approval.
- d. Family housing projects.
- e. Real property acquisition and disposals.
- Withdrawals of public domain land for military use.
- Substantial changes in existing use of installations. f.
- g.
- Notices of Intent (NOI) Findings of No Significant Impacts (FONSI) and Draft and Final Environmental Impact Statements (EIS) prepared h. pursuant to National Environmental Policy Act (NEPA) requirements and Council on Environmental Quality (CEQ) regulations. i. Range and Air Installation Compatible Use Zone (R/AICUZ) studies and
- j. Natural and Cultural Resource Management Plans.
 j. Floodplains management and wetlands protection.
 l. Information and data for regional plans, programs, and projects.

2. Submit to the Navy, Air Force and/or Army, as applicable, for review and comment or for information, proposed statewide policies or any plans, programs, projects, project notifications, reports, studies, proposed standards and similar information on land, facility and environmental activities within the vicinity of the installations listed in Attachment 1 and identified on the attached maps. The subject areas of the submittals by the Clearinghouse will include, but is not limited to, the following:

- a. Documents prepared pursuant to NEPA requirements and CEQ regulations and documents prepared pursuant to any state environmental analysis requirement.
- b. Development proposals. Noise abatement and control.
- d. Environmental quality standards, programs and plans including air and water.
- Areawide waste treatment management.
- f. Open space and recreation planning. e.
- g. Fish and wildlife conservation including threatened and endangered
- species.
- h. Water resources planning. i. Wetland protection, flood control, and floodplains management.
- j. State and regional transportation and public works planning.
- k. State and regional land use.
- 1. Energy facility siting. m. Solid and hazardous waste management.
- n. Historic preservation.

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- o. Primitive and wilderness area planning and management.

3. Provide the Navy, Air Force and/or Army, as applicable, quarterly listings of all information received by the Clearinghouse for coordination, and provide additional information upon request.

4. Incorporate Navy, Air Force and/or Army comments into Clearinghouse responses to originators of the submittal documents; or explain in writing, within 30 days of receipt of comments, the reasons they were not incorporated. Comments on NEPA documents will be handled through the standard NEPA review process.

5. Within 60 days of receipt, give to the Navy, Air Force and/or Army, as applicable, any comments on DoD submissions.

6. Develop or refine the existing process for the review, coordination, and transmittal of comments by state and local officials on proposed DoD plans and actions.

And it is mutually agreed that:

1. Opportunities to comment on documents prepared pursuant to either NEPA or to any state law governing environmental analysis, including time allowed for such comments and any requirement to respond to such comments, shall be governed by the regulations of the military services as to NEPA or of the state as to its own environmental analyis process.

2. Failure to provide comments within the periods indicated above implies tacit agreement.

3. Time periods may be extended by mutual written agreement.

4. To accomodate emergency response actions, every effort will be made to expedite NEPA coordination and to review submittal documents in less than the normal 60-day review period.

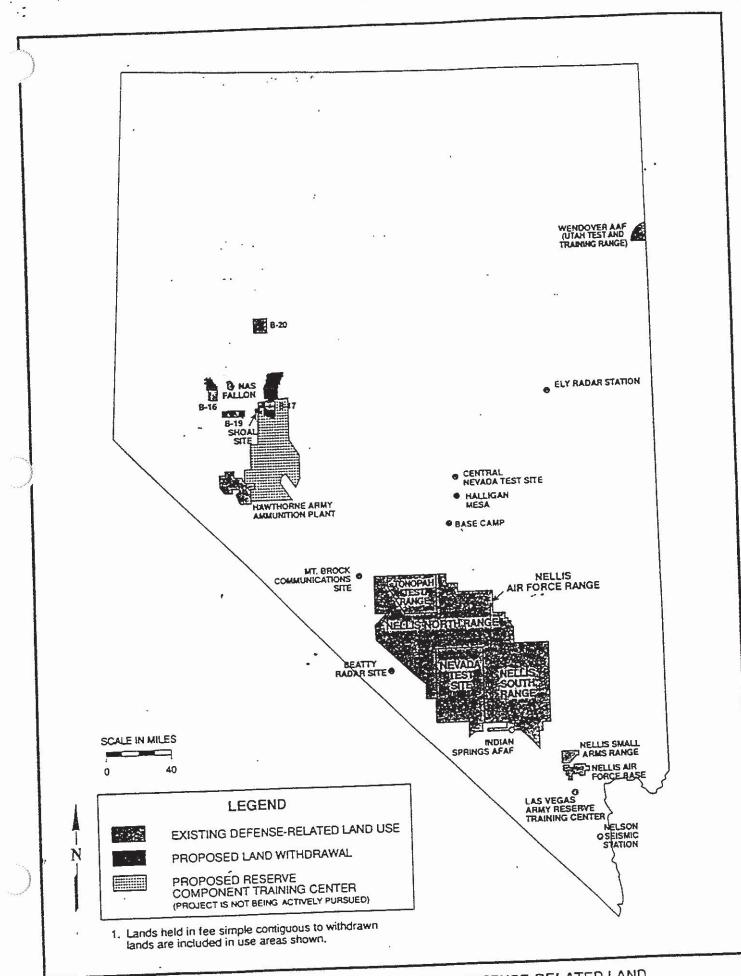
5. Review procedures and forms may be developed to facilitate uniform and efficient exchange of comments.

6. A meeting will be scheduled semi-annually to discuss proposed plans, programs, projects and major operational changes related to the use of air space or any other matter agreed upon in advance by both DoD and the Clearinghouse. The Clearinghouse and the Senior Military Ranking Officer in Nevada will coordinate the meeting. The Clearinghouse will initiate scheduling of these meetings.

7. Nothing herein shall be construed as obligating the Navy, Air Force and Army or the Clearinghouse to violate existing laws or regulations.

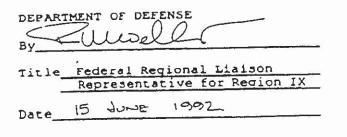
8. This Memorandum of Understanding shall remain in effect until terminated or revised in writing.

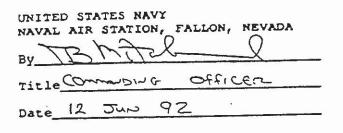
9. Upon approval of this Memorandum of Understanding by the Department of Defense signatories and the Clearinghouse, the previous Memorandum dated 28 November 1980 shall be superseded and revoked.



FOURS 1.1 EXISTING AND PROPOSED DEFENSE-RELATED LAND

APPROVED:





NEVADA STATE CLEARINGHOUSE By. LU. HININTA Title 1. Date

UNITED STATES AIR FORCE ç 00 . anni By Regional Compliance Office rector Title 199 July 27 Date

UNITED AIR FORCE. UNITED STATES, ARMY FIGHTER NEAPONS CENTER! NELLIS AIR FORCE BASE By SASA By Ti son a Title \cap Date lac Her CA. Date

	AIR FORCE FACILITIES	IN NEVADA	
FACI	LITY/LAND USE	CITY/COUNTY	HOST/IG COORD
1.	Apex Obstruction Light Annex Public Domain l acre	North Las Vegas Clark County	Nellis AFB
2.	Bald Mountain Microwave Relay Annex Public Domain 3 acres	Almo Lincoln County	Edwards AFB
3.	Beatty Radio Relay Annex Public Domain 32 acres	Beatty Nye County	Edwards AFB
4.	Cherry Creek Microwave Relay Annex Public Domain 2 acres	Cherry Creek White Pine County	Edwards AFB
5.	Egan Range Microwave Relay Annex Public Domain 3 acres	Sunnyside Nye County	Edwards AFB
6.	Ely Radio Relay Annex Public Domain 50 acres	Ely White Pine County	Edwards AFB
7.	Goshute Microwave Relay Annex Public domain 2 acres	Currie Elko County	Edwards AFB
8.	Deleted		
9.	Indian Springs Air Force Auxiliary Field Military 235 acres Public Domain 1,457 acres	Indian Springs Clark County	Nellis AFB
10.	Mt. Sunrise Obstruction Lights Annex Public Domain 127 acres Easement 1 acre In Lease 25 acres	Las Vegas Clark County	Nellis AFB
11.	Mud Lake Test Annex Public Domain 4,000 acres	Tonopah Nye County	Edwards AFB
12.	Nellis Communications Annex In Lease , 2 acres	Las Vegas Clark County	Nellis AFB
13.	Nellis Air Force Base Military4,261 acres 120 acresPublic Domain Temporary Use Easement- 6,429 acres 16 acres	Las Vegas Clark County	Nellis AFB
14.	Nellis Air Force Range Military367 acresPublic Domain2,865,084 acresPublic Domain136,296 acresIn Lease160 acres	Indian Springs Clark County	Nellis Air Force Range
15.	Nellis Small Arms Range AnnexPublic Domain10,590 acresTemporary Use10 acresEasement18 acres	Las Vegas Clark County	Nellis AFB
16.	Nellis Water System Annex Military Easement 27 acres	1	Nellis AFB

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AIR FORCE FACILITI	ES IN NEVADA	
	CITY/COUNTY	HOST/IG COORD.
FACILITY/LAND USE 17. Tonopah Air Force Station Z-164 Public Domain 43 acr	Tonopah Nye County	Nellis Air Force Range
18. Tonopah Service Annex 2 act Military 1 act Public Domain 1 act	re	Nellis Air Force Range
Easement 120 19. Wendover Air Force Auxiliary Field Public Domain 14,595 ac:	Wendover Elko County	Hill AFB
20. Worthington Mnt. Microwave Relay Annex	Adaven Lincoln County	Edwards AFB
TOTAL AIR FORCE CONTROLLED PROPERTIES IN NE	ADA	
Military4,945 acresPublic Domain3,032,409 acresTemporary Use6,439 acresEasement63 acresIn Lease187 acres		
Total 3,040,043 acres		

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INTERGOVERNMEN	OINT OF CONTACT ITAL/INTERAGENCY COORDINATION FOR MENTAL PLANNING (IICEP)
AIR FORCE BASE/RANGE	TICEP MANAGER
Edwards	Mr. Bob Johnstone AFFTC/XRX Edwards AFB, CA 93523 Telephone: 1-805-277-3837

	Telephone: 1-005 211 55-		
Nellis	Ms. Eloise Hopper FWC/EM 57 CSG/DEEV Nellis AFB, NV 89191-5000 Telephone: 1-702-652-6828		
Hill (Wendover Range)	Mr. James Vining OO-ALC/EM Hill AFB, UT 84056 Telephone: 1-801-777-7651		

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Historic Properties Management

Summary:

This agreement between the BLM, SHPO, and the State Advisory Council on Historic Preservation establishes the procedures and policies in regard to all historic and cultural resources within the BLM-managed areas.

BLM/SHPO-NV.

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PROGRAMMATIC AGREEMENT AMONG THE BUREAU OF LAND MANAGEMENT, NEVADA STATE OFFICE, NEVADA DIVISION OF HISTORIC PRESERVATION AND ARCHAEOLOGY, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION REGARDING THE IDENTIFICATION, EVALUATION AND TREATMENT OF HISTORIC PROPERTIES THROUGHOUT THE STATE OF NEVADA ON LANDS MANAGED BY THE BUREAU OF LAND MANAGEMENT, NEVADA STATE OFFICE

WHEREAS, the U.S. Department of the Interior, Bureau of Land Management, Nevada State Office (BLM) administers lands and activities in the State of Nevada, and

WHEREAS, BLM has determined that such administration may have effects on cultural resources, as defined in BLM Manual 8100 (Glossary). Many cultural resources are historic properties (included in or eligible for the National Register of Historic Places (NRHP), and subject to consideration under Sections 106 and 110 of the National Historic Preservation Act (NHPA, 16 U.S.C. 470-470w-6), and

WHEREAS, BLM has requested comments on its administration from the Advisory Council on Historic Preservation (Council) pursuant to Section 106 and its implementing regulations (36 CFR Part 800), and Section 110 of the NHPA, and

WHEREAS, BLM has consulted with the Council and the Nevada Division of Historic Preservation and Archaeology (SHPO) in accordance with 36 CFR Part 800.13;

NOW, THEREFORE, BLM, SHPO, and the Council agree that BLM lands and activities in the State of Nevada shall be administered in accordance with the stipulations and definitions of this Agreement. Execution and implementation of this Agreement satisfies BLM's responsibilities for individual undertakings, as defined at 36 CFR Part 800.2(o), required by or resulting from such administration.

STIPULATIONS

BLM undertakings in the State of Nevada will be carried out in accordance with BLM Manual Sections 8100-8150, the current edition of the <u>BLM Nevada Cultural</u> <u>Resources Inventory General Guidelines</u>, and the stipulations of this Agreement. When a conflict exists between the Manual or the Guidelines and the terms of this Agreement, the latter shall prevail.

- 1. COORDINATION AND INFORMATION EXCHANGE
- A. BLM will ensure that the results of identification and evaluation efforts in connection with BLM undertakings are provided to the SHPO for integration into the Statewide Comprehensive Inventory, except where an Indian Tribe specifically requests in writing that information on a particular rultural resource be excluded from the Inventory. The SHPO will be provided with a copy of the tribe's written request.
- B. As requested by the SHPO and to the extent feasible, BLM will participate in programs undertaken or coordinated by the SHPO under the authority of Section 101(b)(3) of NHPA.

- C. The 4th edition of the <u>BLM Nevada Cultural Resources Inventory General</u> <u>Guidelines</u> is the current edition. This edition of the guidelines was developed in consultation with the SHPO, who has concurred in their implementation. Any revision of these guidelines should be done in consultation with SHPO and will not be implemented without SHPO concurrence.
- D. Consultation and coordination among BLM, the SHPO, the Council, and other interested persons pursuant to this Agreement shall be the responsibility of the BLM State Director or District Managers, as delegated.
- 2. STANDARD PROCEDURES
- A. Identifying Cultural Resources

BLM will ensure the cultural resources that may be affected by any undertaking are identified and evaluated in a manner consistent with 36 CFR 800.4, <u>National</u> <u>Register Bulletin 38: Guidelines for Evaluating and Documenting Traditional</u> <u>Cultural Properties</u>, applicable SHPO guidance, the current edition of the <u>BLM</u> <u>Nevada Cultural Resources Inventory General Guidelines</u>, and the following stipulations:

1. Information Needs

BLM will, during the earliest feasible planning stage of any undertaking, determine the information needed to identify and evaluate cultural resources within the area of potential effect (APE). In defining the APE, the BLM will consider potential direct, indirect, and cumulative impacts to cultural resources and their historic context.

BLM will also identify potential interested persons and seek information from them relating to the undertaking's effects on historic properties, with special emphasis on traditional lifeway values. BLM will document contacts with interested persons in the case file and include such documentation in SHPO and Council submissions.

2. Locating Cultural Resources

BLM will determine the level and type of investigation needed to identify cultural properties according to the procedures in the current edition of the <u>BLM Nevada Cultural Resources Inventory</u> <u>General Guidelines</u>. Traditional lifeway values will be identified, in a manner consistent with <u>National Register Bulletin 38: Guidelines</u> for <u>Evaluating and Documenting Traditional Cultural Properties</u> and the ACHP's <u>Guidelines for Public Participation in Section 106 Review</u>.

SHPO consultation is not required prior to an inventory, when BLM performs a Class III inventory of all lands, regardless of ownership, subject to potential effect by an undertaking.

When BLM proposes an inventory that does not meet Class III standards, or does not examine all lands within an APE, SHPO shall be consulted on BLM's proposed identification effort before BLM initiates inventory or authorizes the proposed undertaking.

When no cultural resources are located during an inventory (negative inventory), BLM will document this finding in the case file and can proceed with the undertaking without SHPO consultation.

Summary reports of negative inventories will be submitted to SHPO, as they are finished, or at least annually by April 1st of the year following the reportable Federal fiscal year and include:

a) a project description and map showing the area of effect and the area inventoried;

b) a description of inventory methods used; and

c) a brief discussion of the significance of the lack of cultural resources in the area inventoried relative to current models of past human behavior in Nevada.

When cultural resources are located during an inventory, BLM, SHPO, and the Council will proceed according to the terms of this Agreement.

Independent of any specific undertaking, BLM and SHPO may jointly determine that sufficient inventory has been completed in a specified area, so that, no additional inventory or consultation is required in that area. Once this determination has been made, undertakings within the area will be documented like negative inventories.

B. Evaluating Historic Significance

BLM shall ensure the cultural resources that may be affected by an undertaking are evaluated, in consultation with the SHPO, to determine their eligibility for inclusion in the NRHP. The evaluation will be consistent with the <u>Secretary of</u> <u>Interior's Standards and Guidelines for Evaluation</u> (48 Federal Register 190:44729-44738), 36 CFR 63, and the following stipulations:

BLM, with SHPO concurrence, may determine a cultural resource, or group of resources, eligible for the NRHP without requesting a formal determination of eligibility from the Keeper of the NRHP and without developing the documentation necessary to make such a request.

Properties BLM and SHPO agree are eligible for the NRHP will be treated as if they are listed in the Register. Properties that BLM and SHPO agree are not eligible need not be considered further under Sections 106 and 110 of the NHPA.

Isolated cultural resources, not associated with a site or historic property, and small non-diagnostic sites (as defined in the Glossary of the <u>BLM Nevada</u> <u>Cultural Resources Inventory General Guidelines</u>) are considered to be ineligible

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for inclusion in the NRHP and need not be considered further in the Section 106 and Section 110 processes. Isolates and small sites will be recorded as specified in the current edition of the <u>BLM Nevada Cultural Resource Inventory</u> <u>General Guidelines</u> and informational copies of completed forms submitted to SHPO on the same schedule as negative reports.

BLM will resolve disagreements, among the parties to this Agreement, over eligibility by requesting a formal determination of eligibility from the Keeper of the National Register.

If BLM, with SHPO concurrence, determines that no eligible properties are located within the APE, then BLM may conclude the Section 106 process and proceed with the undertaking. BLM will document its determination, SHPO concurrence, and the completion of the Section 106 process in the case file.

C. Assessing Effects

Based on identification efforts carried out pursuant to Stipulation A and evaluation efforts pursuant to Stipulation B, and prior to a decision regarding the undertaking, BLM will determine the potential effect of the undertaking according to the following stipulations:

1. No Effect Situations

When the BLM finds that an undertaking will have no effect on historic properties the procedures set forth at 36 CFR 800.5(b) will be implemented except as modified in Stipulation 2.D.1.

2. Effect Situations

BLM will ensure, where feasible, that beneficial effects on cultural resources are maximized and adverse effects minimized in all undertakings. BLM will determine effects by applying the Criteria of Effect set forth at 36 CFR 800.9(a). Once BLM determines that an undertaking has an effect, it will determine the adversity of the effect by applying the Criteria of Adverse Effect set forth at 36 CFR 800.9(b).

a) Adverse Effect

When BLM and SHPO concur that an undertaking will have an adverse effect on historic properties, the procedures in 36 CFR 800.5(e) will be implemented.

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a) No Adverse Effect

BLM, in consultation with SHPO, will find that an undertaking will have no adverse effect on historic properties when either (1) the undertaking's effects will not diminish the historic integrity of the property or (2) the effects qualify as exceptions as set forth at 36 CFR 800.9(c).

When the finding of no adverse effect is not based on an exception, the finding will be documented in the BLM's annual report to the other parties and no further consultation with SHPO and the Council will be required.

When the BLM and SHPO determine that the effects of an undertaking qualify as an exception or can be reduced below the level of adverse effect by administrative or physical protection measures, BLM will develop and implement a treatment plan to reduce these effects as much as possible. BLM will develop the treatment plan to be consistent with the <u>Secretary of the Interior's Standards and Guidelines for Archaeological and Historic Preservation(48 FR 44716-42); and applicable ACHP guidelines. Specifically treatment to negate effects may include, but is not limited to:</u>

1) Under all criteria, preservation of a property in place and unchanged;

Under all criteria, adaptive use of a property;

3) Under all criteria, incorporation of a property into the design of the undertaking in a manner sensitive to its significant characteristics;

4) Under Criterion D, recovery of archaeological data, including analysis and dissemination of results;

5) Under Criteria A, B, or C, rehabilitation or stabilization of historic structures.

The BLM will afford SHPO the opportunity to participate in developing a treatment plan and provide SHPO with a final report on the implementation of the treatment plan. At its discretion, pursuant to stipulation 2.E., the Council may become involved in any consultation.

If the SHPO, or the Council, objects to the BLM's finding of no adverse effect for an undertaking, then the effects shall be considered to be adverse.

3. Special Considerations

BLM, with SHPO concurrence, may define classes of undertakings that have no possible effect on historic properties. When a specific undertaking, falls within such a class, BLM does not need to enter into a project specific consultation with the SHPO and may proceed with the undertaking. Eligibility assessment of avoided properties can be deferred. Summary reports of these undertakings will be submitted to the SHPO annually and include:

a) a project description and map showing the area of effect and the area inventoried;

b) a description of inventory methods used;

c) complete records as specified in the current edition of the <u>BLM</u> <u>Nevada Cultural Resource Inventory General Guidelines</u> and for traditional lifeway values the documentation suggested in <u>National</u> <u>Register Bulletin 38: Guidelines for Evaluating and Documenting</u> Traditional <u>Cultural Properties</u>; and

d) a justification for the decision to defer an eligibility determination.

Undertakings appropriate for a categorical determination of no effect are listed in Appendix 2, subject to the following:

- Any party to this Agreement may elect to subject an exempted undertaking to standard review under this Agreement.
- Should a dispute or objection arise about an exempted undertaking. BLM will either subject the undertaking to standard review under this agreement, or implement Stipulation 5 to resolve the dispute.
- 3. Any party to this Agreement can object to any of the class of undertakings in Appendix 2. Upon written notification by the objecting party, the BLM shall exclude the class of undertaking from Appendix 2 and subject such undertakings to standard review under this Agreement. The objection will be resolved pursuant to Stipulation 5.
- 4. Upon recommendation by any party to this Agreement, other classes of undertakings may be added to Appendix 2 if BLM, the Council and SHPO agree that such undertakings qualify.
- BLM will report the number of undertakings categorically excluded, by specific exemption, to the SHPO in its annual report.

D. SHPO Consultation

1. Time Limits

Unless otherwise agreed, the SHPO shall be afforded 35 calendar days from receipt of appropriate documents to respond to any BLM communication, regarding identification, effect determination, or treatment of effects. Should the SHPO not respond within this time limit, BLM may assume SHPO concurrence and can proceed with BLM's proposed course of action. BLM will document non-response by the SHPO in the case file.

In no effect situations, BLM will consult with SHPO following the standard procedure except that SHPO will have 20 calendar days to respond. Should SHPO not respond within 20 calendar days, BLM may assume SHPO concurrence

with the proposed action and can proceed with the undertaking. If the SHPO objects to the BLM's finding of no effect within 20 calendar days, the BLM will proceed to apply the Criteria of Effect (Section 800.9(b)) to determine whether the effect should be considered to be adverse.

2. Format

The format contained in Appendix 8 of the current edition of the <u>BLM Nevada</u> <u>Cultural Resources Inventory General Guidelines</u> will be used for BLM submissions to the SHPO and the Council.

E. Council Consultation

The Council will be consulted in adverse effect situations according to Stipulation 2.C.2.b.

In addition, BLM will consult with the Council in instances where the undertaking is of substantial magnitude, or complexity, involves unusual issues, or public controversy related to cultural resources, or that otherwise would be considered suitable for a Programmatic Agreement pursuant to 36 CFR 800.13. The BLM, SHPO, or other interested person may request the Council's involvement at any time during the consideration of program or project review.

The Council may at its discretion become involved in any phase of the NHPA Section 106 consultation process.

When disagreements between BLM and SHPO cannot be resolved through further consultation, they will be resolved by consulting with the Council under Stipulation 5 of this Agreement.

F. Other Agreements

Implementation of this Agreement will be coordinated with other BLM agreements, memoranda, and land use plans. Should conflicts develop among these authorities, the BLM, SHPO, and Council will consult to resolve them.

To the extent that the stipulations of project specific MOA conflict with this Agreement, the stipulations of the specific agreement will apply.

3. SPECIAL PROCEDURES

A. Lead Agency

Where BLM Nevada acts as lead agency on behalf of other federal agencies or where an undertaking may have effects beyond the boundaries of Nevada, except for lands in California managed by BLM Nevada, BLM will either develop a project specific MOA implementing this agreement for the entire undertaking or comply with 36 CFR 800.4 - 800.6 in lieu of this Agreement.

B. Treatment Options

Where BLM's treatment options for historic properties may be limited due to land status and statutory authority, appropriate treatment actions will be developed by BLM in consultation with the SHPO and the Council, if it chooses to participate. The BLM will identify potential limitations to treatment as early as possible in the planning process, consistent with Stipulation 2. The BLM will notify and consult with the SHPO and Council to reach agreement on the potential limitations to treatment.

- C. Land Transfers
 - 1. Transfers to Federal Agencies

Where BLM proposes to transfer or withdraw land to another Federal agency, where no particular land use is proposed, BLM need not conduct an inventory pursuant to Stipulation 2, but shall provide a copy of all pertinent cultural resource data to the agency receiving such land.

Native American proprietary data will not be transferred to the recipient agency without the written permission of the Native American group identifying the data as proprietary. BLM will notify the agency receiving the lands that there are specific Native American concerns regarding the lands and identify a point of contact for dealing with the concerns.

2. Transfers to Certified Local Governments

Where BLM proposes to transfer land to a Certified Local Government (CLG), as defined at 36 CFR 61, and where no particular land use is proposed, BLM, in cc. Altation with SHPO, will ensure that the CLG's certification includes the resources involved and that its historic preservation plan is adequate to protect the resources being transferred. If the certification and plan are adequate, then the transfer will proceed according to Stipulation 3.C.1. If the certification and plan are not adequate, then the transfer will proceed according to Stipulation 3.C.3.

3. Transfers to Other Entities

Where lands are considered for conveyance to entities that are not Federal Agencies, or appropriate CLGs, BLM will:

- a) review its cultural resource data base to determine if conveyance may affect known cultural resources or areas where undiscovered cultural resources are likely to occur;
- b) discourage selection of lands where such effects are likely, unless BLM determines after compliance with Stipulation 2.A.1 that the conveyance is in the public interest;
- c) comply with Stipulation 2 if it determines to consider the conveyance; and

d) should the BLM determine to implement a conveyance that may affect cultural resources, it will either carry out appropriate treatment of such resources or require the recipient of the land to carry out such treatment, following a plan developed pursuant to Stipulation 2.C.

E. Emergency undertakings

Should BLM find it necessary to implement an emergency undertaking, as defined at 36 CFR 800.12, BLM will notify the SHPO in writing or by telephone that it is commencing the undertaking or will commence it at a specified time. If SHPO is notified by telephone, BLM shall provide the SHPO with written notice within 48 hours. The BLM will comply with the provisions of 36 CFR 800.12 in such emergency undertakings.

F. Exempt undertakings

Undertakings falling into the classes in Appendix 3 are not subject to review under this Agreement or 36 CFR 800 except as follows:

- Any party to this Agreement may elect to subject an exempted undertaking to standard review under this Agreement.
- 2. Should a dispute or objection arise about a specific exempted undertaking, BLM will either subject the undertaking to standard review under this agreement, or implement Stipulation 5 to resolve the dispute.
- 3. Any party to this Agreement can object to any of the classes of undertakings in Appendix 3. Upon written notification by the objecting party, the BLM shall exclude the class of undertaking from Appendix 3 and subject such undertakings to standard review under this Agreement. The objection will be resolved pursuant to Stipulation 5.
- 4. Upon recommendation by any party to this Agreement, other classes of undertakings may be added to Appendix 3 if BLM, the Council and SHPO agree that such undertakings qualify.
- BLM will report the number of undertakings categorically excluded, by specific exemption, to the SHPO in its annual report.

4. PUBLIC PARTICIPATION

BLM will afford interested persons, as identified in Stipulation 2.A.1, an opportunity to review, comment on, or object to eligibility and effect determinations and to participate in developing treatment plans.

BLM will ensure that identified interested persons are informed of their option to object to the Council regarding any effect determination and will not authorize the undertaking until such objections have been considered. In situations in which a proposed undertaking is assessed in a NEPA document, public participation under this agreement will be included in the public participation process for the NEPA document. In such instances, BLM will ensure that the NEPA process is tailored to satisfy public participation requirements set forth at 36 CFR 800.

In other situations, interested persons will be contacted at the same time as the SHPO is afforded an opportunity to comment on the proposed undertaking and allowed the same timeframe for comment.

When the SHPO or the Council is notified of public interest, concerns, or objections about an undertaking, they will contact the BLM to initiate action. If BLM fails to resolve the concern or objection, then the situation will be resolved in accordance with Stipulation 5 of this Agreement.

5. DISPUTE RESOLUTION

Should a dispute arise regarding an undertaking subject to review under this Agreement, BLM will consult with the disputing party, the SHPO, and interested persons identified pursuant to Stipulation 2.A.1, to resolve the objection.

If initial objections cannot be resolved, the SHPO or the BLM State Office may request a hearing to investigate the objection. The hearing will involve, at a minimum, representatives of the SHPO, the BLM State Director, and the BLM District or Resource Area Manager responsible for the undertaking.

- a) Based on the hearing, the SHPO and the BLM State Office shall consult to resolve the objection.
- b) If such consultation fails to resolve the dispute or objection, BLM shall submit all pertinent documentation to the Council, together with BLM's proposal for its resolution. Within 30 calendar days of the receipt, by certified mail, of the documentation, the Council shall either:

1) notify BLM that it will consider the undertaking pursuant to the applicable provisions of 36 CFR 800; or

2) provide recommendations, which BLM will take into account in reaching a final decision.

Failure of the Council to respond within 30 calendar days shall be taken to evidence the Council's concurrence in BLM's proposal for resolving the dispute or objection.

6. NON-PROFESSIONAL STAFF

The BLM, in consultation with the SHPO, may develop and implement a program to train non-professional archeological staff to carry-out archeological inventory under the direction of BLM cultural resources staff.

7. REPORTS AND MONITORING

Any party to this agreement may monitor actions carried out pursuant to this Agreement, and the Council shall review such actions, pursuant to 36 CFR 800.6(e), when so requested.

BLM shall prepare a monitoring report for the SHPO and the Council at least every 12 months. This report will assist them in monitoring actions carried out under this Agreement and provide a basis for review under Stipulation 8. The reporting year shall conform to the Federal fiscal year and the report will be submitted to the SHPO and the Council by June 1st of the year following the fiscal year under review. At a minimum the Annual Report shall include:

- a list of all undertakings by proponent;
- b. a list of all survey and identification activities;
- c. a list of all undertakings excluded under Appendix 2;
- d. a list of the historic properties affected by BLM undertakings;
- e. a list of the measures BLM implemented to avoid, minimize or mitigate the adverse effects under 7.B.3. above;
- f. BLM's assessment of how well the Agreement is working; and
- g. Any other facts BLM considers pertinent to evaluation of the activities covered by this Agreement and any reasonably available information that the SHPO or the Council may have requested that BLM incorporate into the Annual Report.

8. REVIEW

The parties to this Agreement shall review its terms annually no later than July l, of each fiscal year beginning with the first full fiscal year that it is in effect to determine whether continuation, amendment, or termination is appropriate. Interim review may be initiated by any party to this agreement.

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9. AMENDMENT

Any party to this Programmatic Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.13 to consider such amendment.

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10. SUSPENSION

Any party to this Programmatic Agreement may suspend it with notification to the other parties including the reasons for the suspension and the specific steps to be taken for the suspension to be lifted. Upon issuance of a suspension, the parties will consult to rectify the problem. Pending removal of the suspension, the BLM will comply with 36 CFR §§ 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

11. TERMINATION

Any party to this Programmatic Agreement may terminate it by providing 30 days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. Termination of this Agreement, or failure to abide by its terms, shall require BLM to comply with 36 CFR 800 with respect to undertakings that otherwise would be reviewed under this Agreement.

12. EXECUTION

Execution and implementation of this Programmatic Agreement evidences that BLM has satisfied its Section 106 responsibilities with respect to its administration of lands and programs in Nevada. This Agreement becomes effective on the date of the last signature below. This Agreement supercedes all other agreements between the parties, except for project specific MOAs and PAs.

10. IMPLEMENTATION

This Agreement becomes effective on the date of the last signature below and will be implemented at the start of the Federal fiscal year following that date.

Advisory Council on Historic Preservation

Nevada State Director Bureau of Land Management

Nevada State Historic Preservation Officer

date

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date

Appendix 1

DEFINITIONS

The definitions in BLM manual 8100 (Glossary), 36 CFR 60, and 36 CFR 800, apply throughout this agreement, except as clarified in the following.

Area of Potential Effects: the geographic area or areas within which an undertaking may cause changes in the character or use of historic properties, if any such properties exist. Although treatment of properties may vary with land status, the area of potential effects will be determined without regard for land status and should include both federal and non-federal lands. In defining the area of potential effects, BLM should consider direct impacts, indirect impacts such as visual intrusions or other alterations of setting, and cumulative impacts.

Cultural Resource: (1) <u>Cultural Property</u>: Any definite location of past human activity, occupation, or use. Cultural resources are identifiable through inventory, historical documentation, or oral evidence. Cultural resources include archaeological, historic, or architectural sites, structures, places, objects, or artifacts and all records, and remains related to or located within such resources. (2) <u>Traditional Lifeway Value</u>: the quality of being useful in or important to the maintenance of a specified social and/or cultural group's traditional systems of (a) religious belief, (b) cultural practice, or (c) social interaction. For the purposes of this agreement, a traditional lifeway value must be associated with a definite location.

Definite Location: having discernable, mappable, more or less exact limits or boundaries, on a scale that can be established by a survey crew using conventional sensing and recording equipment, by an informant's direct on-the-ground indication, or by precise placement in a documentary source.

Eligible for Inclusion in the NRHP: includes both properties formally determined as such by the Secretary of the Interior and all other properties that meet the National Register listing criteria as defined in 36 CFR 60.

Historic Property: any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the NRHP. This term includes artifacts, records, and remains related to or located within such properties. This term also includes traditional lifeway values when such values are considered eligible for inclusion in the register.

Interested Persons: organizations and individuals that are concerned with the effects of an undertaking on historic properties.

Non-diagnostic Property: Lacks time markers and cultural diagnostics. Artifact distribution is apparently random. There is no obvious evidence for subsurface components and architectural and other features are absent. Small Property: 20 or fewer associated artifacts.

Undertaking: any project, activity, or program that can result in changes in the character or use of historic properties, if such properties are located within the area of potential effects. The project, activity, or program must be under the direct or indirect jurisdiction of the BLM or licensed or assisted by the BLM. Undertak ngs include new and continuing projects, activities, or programs and any of the timents.

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A. MINERALS

Geophysical exploration (43 CFR 3150) that conforms to the procedures contained in the <u>BLM Nevada Cultural Resources Inventory General</u> <u>Guidelines, Appendix 4</u> and avoids cultural properties.

B. SAFETY

1. Hazards abatement (including eliminating isolated toxic waste sites, filling isolated abandoned mine shafts, adits, and stopes) where cultural resources are not involved.

2. Authorizing or installing devices to protect human or animal life (for example, raptor electrocution prevention devices, grates across mines, etc.) that do not involve new surface disturbance.

C. TRESPASS ABATEMENT

Removing non-significant structures, machines, or materials that are less than 45 years old. Abandoned vehicles, trash dumps, trespass buildings, ranches, and mines, and other similar items are included in this exemption.

The site from which these materials are removed may be reclaimed, without additional SHPO consultation, as long as the reclamation does not expand previous surface disturbance.

This exclusion does not apply to cultural resources that may attain significance when they become 50 years old.

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Appendix 3

A. GENERAL

- 1. Conducting fire suppression activities under a prescribed fire management plan, when the plan has been subjected to NHPA Section 106 review.
- 2. Maintaining or modifying existing projects, facilities, or programs that does not disturb additional surface area or historic properties and where authorizing the existing activity was subject to NHPA Section 106 consultation.
- 3. Conducting, or approving permits for, non-archaeological data collection and monitoring activities, not associated with proposed undertakings, that involve new surface disturbance less than 1 square meter. Such activities could include forage trend monitoring, stream gauges, weather gauges, research geophysical sensors, photoplots, traffic counters, animal traps, or other similar devices.
- 4. Classifying lands as to their cultural resource use, mineral character, waterpower and water storage values where the classification itself does not directly entail surface disturbance.
- Issuing special use or short-term permits not entailing surface disturbance.
- B. REALTY
- Issuing withdrawal continuations or extensions which would establish a specific time period for the withdrawal and where there would be no change in use or surface disturbance.
- 2. Issuing withdrawal terminations, modifications or revocations that involve record clearing procedures only.
- 3. Issuing withdrawal terminations, modifications or revocations and classification cancellations and opening orders where the land would be opened to discretionary land laws and where each discretionary action would be subject to the NHPA Section 106 process.

- 4. Renewing existing rights-of-way characterized by complete surface disturbance (roads, pipelines, powerlines, communication sites, etc) when no new surface disturbance is authorized.
- 5. Continuing Recreation and Public Purpose Act lands, small tract lands, or other land disposal classifications where the continuation conveys no additional rights and the original classification was subject to the NHPA Section 106 process.
- 6. Assigning land use authorization where the a gament conveys no additional rights and the original authorization was subject to the NHPA Section 106 process.

- Issuing permits and rights-of-way where no surface disturbance is authorized.
- 8. Authorizing new lines on existing overhead utility lines when there is no change in pole configuration and no new surface disturbance.
- Issuing rights-of-way for overhead lines with no pole, tower, or other surface disturbance on BLM land.
- 10. Issuing rights-of-way authorizing additional radio transmitters, or similar equipment, to an approved communication site and do not authorize new surface disturbance.
- 11. BLM easement acquisitions.
- 12. Designating existing transportation and utility corridors under Section 503 of FLPMA.
- 13. Renewals, assignments and conversions of existing right-of-way grants that do not increase surface disturbance.
- 14. Authorizing or installing devices to protect human or animal life (for example, raptor electrocution prevention devices, grates across mines, etc.) that do not involve new surface disturbance.
 - C. TRANSPORTATION

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- 1. Vehicle route designations for existing roads and trails.
- 2. Installing signs, markers or cattleguards on or adjacent to existing roads in previously disturbed areas.
- Placing recreational, special designation or information Signs, visitor registers, kiosks and portable sanitation devices in previously disturbed areas.
- 4. Route maintenance that does not widen or otherwise extend surface disturbance.
- D. MINERALS
- 1. Issuing or modifying regulations, orders, standards, notices, and field rules where the effects are administrative, economic or technological and no new surface disturbance is authorized.
- 2. Issuing oil and gas leases.
- 3. Decisions and enforcement actions (that do not involve cultural resources) to ensure compliance with laws, regulations, orders, lease stipulations, and all other requirements imposed as conditions of approval, when the original approval was subject to the NHPA Section 106 process.

- Approving non-surface disturbing operations pursuant to 43 CFR 3000 to 43 CFR 3299 (0il & Geothermal).
- Conducting minerals exploration that conforms to casual use (43 CFR 3809.1-2 and 43 CFR 3802.1-2).
- 6. Approval of modifications to, or variances from, activities authorized in an approved mine or exploration plan of operations that do not involve additional surface disturbance or effect cultural resources.

E. RECREATION

- Dispersed non-permitted recreation activities, such as rock hounding and pine nut gathering, that do not involve new surface disturbance.
- 2. Issuing recreation permits:

a) Authorizing use on rivers and trails or in other specified areas where use is similar to previous permits for which environmental documents addressing cultural resource concerns have been prepared and which will not effect cultural properties.

b) Authorizing ORV events over courses where 106 consultation has already been completed and no changes in the course, spectator areas, or pit areas is allowed.

c) Authorizing long-term visitor use that do not involve surface disturbance and do not increase the probability of vandalism of cultural resources.

F. WILDLIFE

 Reintroducing endemic or native species into their historical habitats in ways that do not involve surface disturbance.

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With the concurrence of all parties to this Agreement, Appendix 2 is amended as follows:

D. EXCLOSURE FENCES

Exclosure fences that conform to the following stipulations:

- The area within the exclosure is inventoried to locate, record, and evaluate cultural resources;
- The fence will not divide and historic property, so that, a portion if it is outside of the fence;
- 3. The fence is placed so that it does not call attention to historic properties and there are no properties located within 10 meters of the fence; and
- 4. The fence is constructed with methods that minimize surface disturbance

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Federal Facility Agreement and Consent Order

Summary:

This agreement between the DOE, DOD, and the State of Nevada identifies sites of potential historic contamination and implements proposed corrective actions based on public health and environmental considerations as stated in the agreement.

THE STATE OF NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF ENVIRONMENTAL PROTECTION

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AND

THE UNITED STATES DEPARTMENT OF ENERGY

AND

THE UNITED STATES DEPARTMENT OF DEFENSE

IN THE MATTER OF:

FEDERAL FACILITY AGREEMENT

AND

CONSENT ORDER

MARCH 15, 1996

FEDERAL FACILITY AGREEMENT AND CONSENT ORDER

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INTRODUCTION

This Federal Facility Agreement and Consent Order (Agreement) is made and entered into by and among the State of Nevada, acting by and through the Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP), the United States Department of Energy (DOE), and the United States Department of Defense (DoD). The NDEP enters into this Agreement pursuant to its statutory authority to protect the public health and the environment.

The facilities for which DOE has assumed responsibility and which are subject to this Agreement include the Nevada Test Site (NTS), parts of the Tonopah Test Range, parts of the Nellis Air Force Range, the Central Nevada Test Area, and the Project Shoal Area (hereinafter collectively referred to as the facilities). DoD's responsibilities are limited to those areas at the NTS where DoD has conducted activities. The legal description of each facility is provided in Appendix I, Description of Facilities.

The NTS as defined herein does not include those portions of Area 25 (see Appendix I, Description of Facilities, for area location) being used to conduct activities under the Nuclear Waste Policy The parties agree to negotiate in good faith to address any Act. needed environmental restoration for contamination that predates the enactment of the Nuclear Waste Policy Act within the areas excluded from the definition of the NTS as identified in Appendix I, Description of Facilities. This Agreement is not intended to impact or limit the ongoing site characterization of the Yucca Mountain site, which is proposed for spent nuclear fuel and highlevel radioactive waste disposal. The parties agree that any activities undertaken by DOE or successor agencies to characterize Yucca Mountain, or to construct, operate, or close a spent nuclear fuel and high-level radioactive waste repository at Yucca Mountain are specifically excluded from this Agreement.

PART I. PARTIES

The parties to this Agreement are persons as defined in 40 I.1. paragraph IV.34 and include the NDEP, DOE, and DoD. NDEP, DOE, and DoD are referred to collectively herein as the parties (parties) to 42 this Agreement.

44 DOE and DoD shall provide notice of this Agreement 45 I.2. (including all appendices and any amendments) to every successor in 46 interest and to any successor agency prior to any transfer of 47 ownership or operation of the real property subject to this 48

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1 Agreement. The provisions of this Agreement shall be binding on all 2 successors in interest and on any successor agency.

I.3. DOE and DoD shall be responsible for ensuring that their respective contractors conduct their activities in conformance with the requirements of this Agreement. Contractors of each party are not considered parties to this Agreement.

I.3.a. DOE and DoD shall provide copies of this Agreement to all their respective prime contractors presently retained to perform work related to any part of this Agreement within thirty (30) calendar days of execution of this Agreement.

I.3.b. DOE and DoD shall provide copies of this Agreement to all additional prime contractors retained to perform work related to any part of this Agreement within ten-(10) calendar days following their retention.

I.3.c. Copies of this Agreement shall be made available to all other contractors and subcontractors retained to perform work under this Agreement.

PART II. STATEMENT OF PURPOSE

II.1. The purposes of this Agreement include, but are not limited to:

II.1.a. Identifying sites of potential historic contamination and implementing proposed corrective actions based on public health and environmental considerations as follows to:

II.1.a.i. Ensure that the impacts and potential impacts at the facilities, as defined in paragraph IV.26, associated with the releases or threatened releases of hazardous substances, pollutants, solid wastes, and/or hazardous wastes into the environment and discharges and/or potential discharges of pollutants into the waters of the state are thoroughly investigated by DOE and/or DoD under the regulatory authority and oversight of NDEP.

II.1.a.ii. Ensure that hazardous substances, pollutants, solid wastes, and/or hazardous wastes which have been, are, or may be discharged into waters of the state or released into the environment at, on,

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or from the facilities are subject to corrective actions and closure requirements, under the oversight of NDEP. elements of the Ensure that all II.1.a.iii. investigations and corrective actions provided for in this Agreement consider public input. II.1.b. Establishing specific sampling and monitoring requirements, including drilling and subsurface sampling, designed to: Ensure the health and safety, at all II.1.b.i. times, of NDEP personnel, site workers at the facilities, and any members of the public present at the facilities, including during corrective action activities; releases of Determine whether II.1.b.ii. pollutants and/or hazardous wastes or potential releases of pollutants and/or hazardous wastes are migrating or potentially could migrate, and if so, identify the constituents, their concentration(s), and the nature and extent of that migration; undertaking of the Facilitate II.1.b.iii. appropriate corrective actions; Demonstrate that corrective actions II.1.b.iv. have achieved the degree of closure defined as acceptable in the approved corrective action plan. II.1.c. Providing all parties with sufficient information to enable adequate evaluation of appropriate remedies by specifying the radioactive and hazardous constituents for each corrective action unit. II.1.d. Ensuring that the parties work together in a cooperative manner which enables cost effective corrective action investigations and corrective actions and minimizes the likelihood of litigation among the parties. II.1.e. Substantially reducing the costs of cleanup activities at the facilities through coordinated project management, involvement of NDEP in DOE's and DoD's planning and budgeting processes as set forth in Part XV, Obligations of DOE and DoD, NDEP's oversight of cleanup, efficient use of consultative approaches, and elimination 48

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or streamlining of duplicative or unnecessary procedures. 1 2 II.1.f. Satisfying the corrective action requirements of 3 40 CFR 264.101 and Sections 3004(u) and 3004(v) of the 4 Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6924 (u) & (v)) and through incorporation by reference into DOE's RCRA permit number NEV HW009. This Agreement is not intended to fulfill the Federal II.2. Facility Compliance Act requirement for a compliance order addressing the Land Disposal Restriction prohibition for mixed Land disposal restricted mixed wastes generated as a wastes. result of actions taken under this Agreement will be managed in

wastes. Land disposal restricted mixed wastes generated as a result of actions taken under this Agreement will be managed in accordance with the <u>Mutual Consent Agreement Between the State of</u> <u>Nevada and the Department of Energy for the Storage of Low-Level</u> <u>Land Disposal Restricted Mixed Waste</u> signed on June 6, 1995, or subsequent permitted treatment, storage, or disposal unit operational requirements, including all applicable requirements of the RCRA, 42 U.S.C. §6901 <u>et seq</u>. The Mutual Consent Agreement covers storage of environmental restoration generated mixed waste, and schedules for treatment of environmental restoration-generated land disposal restricted mixed waste will be established and enforced in accordance with the Mutual Consent Agreement and not as part of this Agreement.

PART III. LEGAL AUTHORITY

III.1. DOE enters into this Agreement pursuant to Section 120(a)(4) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9620(a)(4); Sections 6001 and 3004(u) and 3004(v) of RCRA, 42 U.S.C. §6901 <u>et seq</u>.; the Atomic Energy Act, 42 U.S.C. §2011 <u>et seq</u>.; and Executive Order 12580 "Superfund Implementation."

35 36 III.2. DoD enters into this Agreement pursuant to Section 120 of 37 CERCLA, 42 U.S.C. §9620; Sections 6001 and 3004(u) and 3004(v) of 38 RCRA, 42 U.S.C. §6901 et seq.; Executive Order 12580, "Superfund 39 Implementation"; the National Contingency Plan; Section 311 (c) of 40 the Federal Water Pollution Control Act, 33 U.S.C. §1321; and the 41 Defense Environmental Restoration Program, 10 U.S.C. §2701.

42 43 III.3. The parties enter into this Agreement pursuant to their 44 applicable authorities and responsibilities, including the Solid 45 Waste Disposal Act, which includes both RCRA and the Hazardous and 46 Solid Waste Act; Chapters 444, 445, and 459 of the Nevada Revised 47 Statutes (NRS) including the Nevada Water Pollution Control Law, 48 NRS 445A.300 et seq., the Nevada Hazardous Waste Law, NRS 459.400

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et seq., Chapters 444, 445, and 459 of the Nevada Administrative Code (NAC), the Nevada Administrative Procedure Act, NRS Chapter 233B, as these laws may be amended from time to time, and all other applicable provisions of state and federal law. NDEP specifically retains all of its hazardous waste and clean water authorities and legal rights, both substantive and procedural, both under the authorities delegated by the U.S. Environmental Protection Agency, and under its own laws and regulations as well. DOE does not waive any claim of jurisdiction over matters which may be reserved to DOE by law, including the Atomic Energy Act, 42 U.S.C. §2011 et seq. 10

To the extent not inconsistent with federal law, the laws III.4. of the state of Nevada shall be applied when interpreting and Compliance with the terms and construing this Agreement. conditions of this Agreement does not relieve DOE or DoD of any 15 responsibility for complying with all applicable federal and state 16 laws and regulations. 17

PART IV. DEFINITIONS

Except as noted in Part IV of this Agreement, the IV.1. definitions provided in RCRA, the Nevada Water Pollution Control Law, NRS 445.131 et seq., the Nevada Hazardous Waste Law, NRS et seq., and their implementing regulations, as 459.400 appropriate, shall control the meanings of the terms contained in this Agreement.

"Administrator" shall have the meaning given in NRS IV.2. 445.134.

31 "Agreement" shall refer to this Federal Facility Agreement 32 IV.3. and Consent Order (FFACO) and includes all attachments, addenda, 33 appendices, amendments, and modifications. 34

35 "Agreement coordinator" shall refer to the individual 36 IV.4. designated by each party to this Agreement responsible for the 37 overall implementation of the Agreement. 38

"Authorized representative(s)" shall include a party's IV.5. 40 contractor(s) or agent(s) acting in specifically designated or defined capacities.

"Central Nevada Test Area" shall mean the property so IV.6. described in Appendix I, Description of Facilities.

"Clean closure" shall mean the removal of pollutants, IV.7. hazardous wastes, and solid wastes released into the environment or 48

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discharged and/or having the potential of being discharged into 1 waters of the state in accordance with corrective action plans. 2 3 "Closure in place" shall mean the stabilization or 4 IV.8. isolation of pollutants, hazardous wastes, and solid wastes, with 5 or without partial treatment, removal activities, and/or post-6 closure monitoring, in accordance with corrective action plans. 7 8 "Community Advisory Board" shall mean that formally 9 IV.9. constituted and chartered board created under the Federal Advisory 10 Committee Act established to provide site-specific recommendations 11 for environmental restoration and waste management activities on 12 the facilities. 13 14 "Contaminant" shall have the meaning given in NRS IV.10. 15 445A.325. DOE asserts that this definition is subject to Part III, 16 Legal Authority. 17 18 "Corrective action" shall mean an action or series of 19 IV.11. actions taken to correct deficiencies in the disposal or 20 containment of pollutants, hazardous wastes, and solid wastes to 21 prevent releases and/or potential releases into the environment or 22 discharges and/or potential discharges of such materials into 23 waters of the state in accordance with the approved corrective 24 action plan. A corrective action may range from no action to clean 25 26 closure. 27 action coordinator(s)" the shall mean "Corrective 28 IV.12. individual(s) responsible for overseeing daily activities required 29 by this Agreement. 30 31 "Corrective action decision document" (CADD) shall mean a 32 IV.13. document that describes the corrective action that is selected as 33 the result of investigation activities and the rationale for its 34 selection. The rationale consists of an analysis of the possible 35 alternatives and may reflect a decision ranging from no action to 36 clean closure. 37 38 "Corrective action investigation" (CAI) shall mean an 39 IV.14. investigation conducted by DOE and/or DoD to gather data sufficient 40 to characterize the nature, extent, and rate of migration or 41 potential rate of migration from releases or discharges of 42 pollutants or contaminants and/or potential releases or discharges 43 from corrective action units identified at the facilities. 44 45 46 "Corrective action investigation plan" (CAIP) shall mean IV.15. 47 a document that provides or references all of the specific 48

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information for planning investigation activities associated with 1 corrective action units or corrective action sites. A CAIP may 2 reference information in the optional CAU work plan or other 3 applicable documents. If a CAU work plan is not developed, then 4 the CAIP must include or reference all of the management, 5 public and safety, quality assurance, health technical, 6 involvement, field sampling, and waste management information needed to conduct the investigations in compliance with established procedures and protocols. 9

10 "Corrective action plan" (CAP) shall mean a plan which is IV.16. 11 prepared when the corrective action decision document requires a 12 corrective action. 13

"Corrective action sites" (CASs) shall refer to the sites TV.17. potentially requiring corrective action(s) and may include solid waste management units, or individual disposal or release sites.

"Corrective action unit" (CAU) shall mean one or more IV.18. corrective action sites grouped geographically, by technical similarity, agency responsibility, or for other appropriate reasons, for purposes of determining corrective actions.

"Corrective action unit work plan" (CAU work plan) shall IV.19. mean an optional planning document that provides information for a 25 CAU or a collection of CAUs where significant commonality exists. This plan may be developed to eliminate redundant CAU documentation and may contain management, technical, quality assurance, health 28 and safety, public involvement, field sampling, and waste management information. This common information will be referenced in the appropriate CAIPs. 31

32 "Days" shall mean calendar days unless business days are 33 IV.20. specified. Any submittal that, under the terms of this Agreement, 34 would be due on a Saturday, Sunday, or state of Nevada or federal 35 holiday shall be due on the following business day. 36

37 "Deadline" shall mean the date by which an enforceable IV.21. milestone established by this Agreement or other actions or activities specifically identified in this Agreement shall be met. Stipulated penalties may be assessed for failure to meet an 40 41 established deadline. 42

43 i "Department of Defense" (DoD) shall mean the Office of the IV.22. Secretary of Defense, Defense Nuclear Agency and/or any predecessor 45 or successor agency(ies) and/or their authorized representatives so designated in writing.

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the U.S. shall mean "Department of Energy" (DOE) IV.23. 1 Energy and/or any predecessor successor or Department of 2 agency(ies) and/or their authorized representatives. 3 4 "Due date" shall mean the date by which a nonenforceable 5 IV.24. milestone is due. 6 7 "Enforceable milestone" shall mean a milestone which is IV.25. 8 enforceable and for which a deadline has been assigned. 9 10 "Facilities" shall include the Nevada Test Site (NTS), 11 IV.26. parts of the Tonopah Test Range, parts of the Nellis Air Force 12 Range, the Central Nevada Test Area, and the Project Shoal Area. 13 The NTS as defined herein does not include those areas being used 14 to conduct activities under the Nuclear Waste Policy Act. 15 16 "Fiscal year" (FY) shall mean the federal fiscal year 17 IV.27. unless otherwise specified. 18 19 "Hazardous substance" shall have the meaning given in 20 IV.28. CERCLA §101, 42 U.S.C. §9601(14), and NRS 459.429. DOE asserts 21 that this definition is subject to Part III, Legal Authority. 22 23 have the meaning given in "Hazardous waste" shall IV.29. 24 42 U.S.C. §6903(5) and NRS 459.430. 25 26 "Milestone" shall mean an important or critical event, 27 IV.30. goal, task, and/or activity that must occur in order to achieve the 28 objective(s) for that corrective action unit. 29 30 "Mixed waste" shall have the meaning given in 42 U.S.C. IV.31. 31 §6903 (41). 32 33 "Nellis Air Force Range" shall mean the property so IV.32. 34 described in Appendix I, Description of Facilities. 35 36 "Nevada Test Site" (NTS) shall mean the property so 37 IV.33. described in Appendix I, Description of Facilities. -38 39 "Parties" shall mean the parties named in Part I, Parties; 40 IV.34. to this Agreement. 41 42 "Person" for the purposes of this Agreement shall include 43 IV.35. DOE, DoD, and NDEP within the definitions of "person" contained in 44 the Nevada Water Pollution Control Law, NRS 445A.300 et seq., and 45 the Nevada Hazardous Waste Law, NRS 459.400 et seq. 46 47 "Pollutant" shall have the meaning given in NRS 445A.400. IV.36. 48

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DOE asserts that this definition is subject to Part III, Legal 1 Authority. 2 "Project Shoal Area" shall refer to the locality so 3 IV.37. 4 described in Appendix I, Description of Facilities. 5 "RCRA" shall mean the Resource Conservation and Recovery 6 Act of 1976, Public Law 94-580, 42 U.S.C. Section 6901 et seq., as 7 amended by the Hazardous and Solid Waste Amendments of 1984, 8 P.L. 98-616, as amended by the Federal Facility Compliance Act of 9 1992, P.L. 102-386, and any other amendments thereto. 10 11 "RCRA Permit" shall mean a permit issued by NDEP for 12 hazardous waste treatment, storage, and/or disposal IV.39. 13 units including, as required, post-closure monitoring of such units. 14 15 "Release" (including past releases) shall have the meaning 16 given in NAC 459.9526 and NAC 445A.345.2 as related to constituents 17 18 identified in NAC 445A.347.2. 19 20 "Solid waste" shall have the meaning given in 42 U.S.C. IV.41. 21 \$6903 (27) and NRS 444.490. 22 "State of Nevada Department of Conservation and Natural 23 Resources, Division of Environmental Protection" (NDEP) shall have IV.42. 24 25 the meaning given in NRS 445A.350 and NAC 444.576. 26 27 "Submittal" shall mean every document, report, schedule deliverable, work plan, or other written item to be provided to 28 29 NDEP pursuant to this Agreement. 30 "Timeframe" shall mean an interval of time over which some 31 action is planned to occur, with or without reference to a 32 33 beginning or ending date. 34 "Tonopah Test Range" shall mean the property so described 35 IV.45. 36 in Appendix I, Description of Facilities. 37 1 "Waters of the state" shall have the meaning given in 38 IV.46. 39 NRS 445A.415. 40 41 42 DESCRIPTION OF APPENDICES 43 PART V. Appendices I-VI are incorporated by reference into this 44 Agreement. Any ambiguity resulting from different language used in 45 an appendix versus the body of this Agreement shall be resolved in 46 48 favor of terms and conditions found in the body of this Agreement.

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Appendix I, "Description of Facilities," contains the V.2. descriptions of each of the facilities covered by this Agreement.

Appendix II, "Corrective Action Sites/Units," contains a V.3. list of all CAUs which have been identified to date and which have not yet been transferred to subsequent appendices or CASs which have not yet been grouped into CAUS. A CAU shall consist of one or 6 7 more CASs, and each CAS in each CAU will be identified. New 8 CASs/CAUs identified by any of the parties shall be added to Appendix II on a quarterly basis. CAUs shall be grouped in 9 categories and subcategories in accordance with Appendix VI, 10 11 Corrective Action Strategy. The CAU categories may include: 12

V.3.a. Industrial sites;

V.3.b. Underground test areas;

V.3.c. Contaminated soil sites; and

V.3.d. Offsites.

Appendix III, "Corrective Action Investigations/Corrective 21 V.4. 22 ' Actions," shall list those CAUs that have been identified and 23 prioritized for CAIs and/or for corrective actions as described in 24 Corrective Action Investigations/Corrective Actions. Part XII, 25 This appendix shall also contain CAU milestones with associated due 26 dates and deadlines. 27

28 Appendix IV, "Closed Corrective Action Units," shall list 29 **V.5**. those CAUs for which all corrective actions have been completed and 30 approved by NDEP in accordance with Part XII, Corrective Action 31 Investigations/Corrective Actions. 32 :

Appendix V, "Public Involvement Plan," is described in 33 . 34 Part XVII, Public Involvement. A draft of this appendix shall be V.6. submitted within 60 days of the effective date of the Agreement. 351 36

371 Appendix VI, "Corrective Action Strategy," contains the 39 process for implementing corrective actions pursuant to this 40 Agreement. Processes described in greater detail in Appendix VI, 41 Corrective Action Strategy, than in the body of this Agreement may 42 be in addition to those described herein but shall not be in 43 conflict with the provisions contained in the body of this Agreement. 44

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ENFORCEABILITY/RESERVATION OF RIGHTS PART VI.

Except as described in paragraph VI.2 and paragraph VI.1. VIII.6, compliance with the terms and conditions of this Agreement shall stand in lieu of any administrative or judicial remedies that may be taken for matters covered by this Agreement.

NDEP reserves the right to bring any enforcement action 8 VI.2. against DOE and/or DoD for noncompliance with the terms and conditions of this Agreement, including actions for the sole 10 purpose of compelling completion of a deficient activity whether or 11 not stipulated penalties are sought. 12

For all matters outside the scope of this Agreement, NDEP, VI.3. within the scope of its authority, reserves the right to bring enforcement actions against any person.

DOE and DoD intend to be legally bound by this Agreement VI.4. and agree that the terms and conditions of this Agreement are enforceable as provided herein. DOE and DoD consent to NDEP's jurisdiction for the purpose of executing and enforcing the terms and conditions of this Agreement.

Nothing in this Agreement shall be construed to affect any VI.5. criminal investigations or criminal liability of any person(s) for activities at any of the facilities described in Appendix I, Description of Facilities.

Nothing in this Agreement shall constitute, or be 29 VI.6. construed as a release from any claim, cause of action, or demand 30 in law or equity against any individual, firm, partnership, or 31 corporation not directly identified in this Agreement for any liability it may have arising out of, or relating in any way, to 33 the generation, storage, treatment, handling, transportation, 34 release, or disposal of any hazardous substances, hazardous wastes, 35 solid waste or pollutants, found at, taken to, or taken from, any 36 of the facilities that are the subject of this Agreement. 37

The parties reserve their appeal rights as set forth in VI.7. Part IX, Informal Dispute Resolution and Appeal Procedure.

In the event of administrative or judicial action, all VI.8. parties reserve all rights, claims, and defenses available under law.

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PROGRESS REPORTS PART VII. 1 2 Following the effective date of this Agreement, DOE and 3 VII.1. DoD shall, on or before the 30th calendar day following the end of 4 each calendar quarter, submit a written or electronic progress 5 report to NDEP that describes the actions taken during the calendar 6 quarter just ended. This information will serve as a partial basis .7 for the discussions at the quarterly meetings discussed in 8 paragraph XII.4. 9 10 Each progress report shall include: VII.2. 11 12 Sufficient detail to clearly and accurately VII.2.a. 13 convey to NDEP the manner and extent to which the 14 requirements and schedules set forth in the work plans and 15 other terms and conditions of this Agreement are being 16 met; 17 18 Any known cost and schedule variances exceeding VII.2.b. 19 the established thresholds will be reported along with the 20 cause of the variances and any actions which may be 21 implemented to correct the variances; 22 23 Actions and issues of concern, where additional VII.2.C. 24 communication is necessary. 25 26 DOE and/or DoD shall, within sixty (60) calendar days of 27 VII.3. NDEP's request, which is hereby established as the deadline for 28 this activity, provide NDEP with budgets and costs for activities 29 covered by this Agreement. 30 31 DOE and DoD shall include in their quarterly reports a 32 VII.4. three-month advance schedule outlining field activities (including 33 : respective contractors, their activities of field 34 the subcontractors, operators, and agents), proposed to be implemented 35 36 under this Agreement. A more detailed schedule shall be provided 37 to NDEP on a bi-weekly basis, and shall provide the specific dates 38 for conducting these activities for the subsequent two-week period, 39 thereby enabling NDEP to select those activities it deems appropriate to observe. 40 41 The National Defense Authorization Act for 1994, 42 U.S.C. 42 VII.5. §7274k, (P.L. 103-160, Section 3153) requires DOE to prepare and 43 44 submit an annual environmental restoration report. DOE shall 45 submit to NDEP a copy of the portions of that report that define 46 the conditions or otherwise relate to the activities being 47 undertaken by the DOE Nevada Operations Office within thirty (30) 48 calendar days of the report's submittal to Congress.

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1 VII.6. Quarterly meetings will be held in part to discuss any 2 issues raised in or by the quarterly progress reports. These 3 meetings will also serve to initiate the prioritization discussions 4 identified in Part XII, <u>Corrective Action Investigations/Corrective</u> 5 <u>Actions</u>. Parties will attempt to resolve issues during the 6 quarterly meetings. Resolution of issues will be documented, and 9 unresolved issues will be discussed at or before the next quarterly 8 meeting.

VII.7. Parties may meet at times other than the quarterly meetings as required, for example if there are events, such as changes in available funding, that might affect milestones, especially if those milestones are in the current fiscal year.

PART VIII. STIPULATED PENALTIES

VIII.1. Stipulated penalties shall be incurred by DOE and/or DoD in the event that DOE and/or DoD fails to meet an established deadline.

VIII.2. In the event DOE or DoD fails to meet an established deadline contained herein, NDEP may assess a stipulated penalty in the amount of \$5,000.00 per week for the first week or part thereof of such failure, \$10,000.00 per week for the following week or part thereof of such failure, and \$15,000.00 per week for the third and each succeeding week for which the failure to meet an established deadline occurs.

VIII.3 NDEP shall notify DOE and/or DoD in writing of any alleged failure to meet an established deadline.

VIII.3.a. If NDEP's written notice of a missed deadline cites that the specified deadline was not met, evidence supporting any alleged defense must be submitted to NDEP within thirty (30) calendar days from the date of receipt of NDEP's written notice unless otherwise agreed. No penalty shall be assessed if NDEP accepts the DOE's and/or DoD's defense. If NDEP rejects the defense, DOE and/or DoD shall be assessed the stipulated penalty from the date of the missed deadline, and DOE and/or DoD may initiate the appeal procedure in accordance with paragraph IX.2 of this Agreement.

VIII.3.b. If a milestone for which a deadline has been established is construed by NDEP to be substantially deficient, and therefore not complete, NDEP shall issue a written Notice of Deficiency to DOE and/or DoD that cites

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the alleged deficiencies. If DOE and/or DoD accept(s) NDEP's position, DOE and/or DoD shall, within twenty-one (21) calendar days of receipt of the Notice of Deficiency or such longer time period as specified by NDEP, correct the deficiencies and resubmit or otherwise complete the milestone for which the deadline was established. Any stipulated penalty(ies) connected to failure to meet the established deadline shall begin upon DOE's and/or DoD's receipt of the Notice of Deficiency. The penalty(ies) shall accrue during such twenty-one (21) calendar days, or otherwise specified period, and may, at NDEP's discretion, be waived unless the resubmitted deliverable or completed milestone is determined by NDEP to remain substantially If DOE and/or DoD is aggrieved by either deficient. NDEP's original or subsequent determination of substantial deficiency, DOE and/or DOD may initiate the appeal procedure in accordance with paragraph IX.2. VIII.4. Stipulated penalties will continue to accrue and may be assessed at NDEP's discretion during pursuit of remedies contained in Part IX, Informal Dispute Resolution and Appeal Procedure, except accrual of such penalties shall be suspended during any period of time in excess of fourteen (14) calendar days required by NDEP to render its decision under paragraph VIII.3. DOE and/or DoD are responsible for stipulated penalties only for the time ultimately determined to be deficient, and stipulated penalties are to be paid within thirty (30) days of a final determination of deficiency unless the parties agree to a different schedule.

VIII.5. The provisions of this Part shall not affect DOE's and/or DoD's ability to petition NDEP for an extension of a deadline as appropriate as set forth in Part X, <u>Extensions</u>.

VIII.6. Stipulated penalties for failure to meet established deadlines contained herein are in lieu of statutory penalties otherwise available under the law. For statutory or regulatory violations for actions for which deadlines are not established or outside the scope of this Agreement, all remedies available to NDEP may be invoked while DOE and DoD reserve their authority to use all available defenses.

VIII.7. Payment of any stipulated penalty does not relieve DOE
and/or DoD of any other requirements imposed by this Agreement.

VIII.8. Any failure of DOE to remit a stipulated penalty within thirty (30) calendar days after the stipulated penalty is due and payable, unless the affected parties agree to a different payment schedule, shall, to the extent allowed by law, cause the addition FFACO Page 15 of 34 March 15, 1996

1 of interest on the unpaid balance compounded daily at a rate equal 2 to the rate of interest fixed for 1-year United States treasury 3 bills on the date of the commencement of the action, as reported in 4 the "Federal Reserve Bulletin" published by the Board of Governors 5 of the Federal Reserve System or other commonly used business or 6 financial publication. In the event payment of interest is not 7 allowed by law, DOE shall, to the satisfaction of NDEP, establish 8 the basis of this position.

VIII.9. NDEP's position is that the DoD is required to pay interest in accordance with paragraph VIII.8. DoD's position is that absent express Congressional authorization the United States is immune from paying interest. If, however, a court of proper jurisdiction holds that the DoD is required to pay interest, interest shall be paid in accordance with paragraph VIII.8.

VIII.10. Stipulated penalties that are due and payable shall be paid to the state of Nevada, Division of Environmental Protection.

PART IX. INFORMAL DISPUTE RESOLUTION AND APPEAL PROCEDURE

IX.1. All parties to this Agreement shall make reasonable efforts to informally resolve outstanding issues and/or disputes. During the informal dispute resolution process, the parties shall meet as many times as necessary to discuss and attempt resolution of the dispute. If resolution at the agreement coordinator level cannot be reached, efforts may be elevated to immediate supervisors of the agreement coordinators or, if necessary, to the agency executive level. If resolution cannot be achieved informally, the appeal procedures of this Part may be implemented.

IX.2. In the event DOE and/or DoD are aggrieved by a written determination by the NDEP agreement coordinator or his designee, DOE and/or DoD may appeal the matter as follows:

IX.2.a. Within fifteen (15) calendar days following DOE and/or DoD receipt of the NDEP determination being appealed, DOE and/or DoD shall request an informal administrative hearing. Seven calendar days prior to the informal administrative hearing, DOE and/or DoD shall provide NDEP with a witness list, list of exhibits, and summary of evidence intended to be presented. The informal administrative hearing shall be held in the NDEP offices within thirty (30) calendar days of the request, unless otherwise agreed. Following the informal administrative hearing, the NDEP administrator shall issue the final decision.

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IX.2.b. If the informal administrative hearing fails to resolve the issue, DOE and/or DoD may, within twenty (20) calendar days following receipt of the NDEP administrator's final decision, appeal the administrator's decision to the Nevada State Environmental Commission (SEC). An appeal is made by filing SEC Form #3 with the Secretary of the SEC. SEC Form #3 will be enclosed with the decision document referenced in paragraph IX.2.a.

IX.2.c. A hearing before the SEC shall be conducted within twenty (20) calendar days pursuant to the Nevada Administrative Procedure Act, NRS 233B.010 <u>et seq</u>. and the Rules of Practice and Procedure of the SEC, NAC 445B.875 through 445B.897.

IX.3. Any of the parties may appeal the final decision of the SEC as provided for in paragraph IX.2.c by filing a petition for judicial review pursuant to NRS 233B.010 et seq.

PART X. EXTENSIONS

X.1. NDEP shall grant a reasonable extension of a deadline upon
receipt of a timely written request from DOE and/or DoD and when
NDEP determines that good cause exists for the requested extension.
Any request for extension shall specify:

27 The deadline that is sought to be extended; X.1.a. 28 29 The length of the extension sought; X.1.b. 30 31 The good cause(s) for the extension; and X.1.c. 32 33 Any and all related schedule(s) or deadline(s) 34 .X.1.d. that would be affected if the extension were granted. 35 36 Good cause may exist for an extension for: X.2. 37 38 X.2.a. An event included in Part XXII, Force Majeure; 39 40 X.2.b. A delay caused by, or likely to be caused by, the 41 granting of an extension in regard to another deadline or 42 milestone; 43 44 Any event or series of events mutually agreed to X.2.c. 45 by DOE and/or DoD and NDEP as constituting good cause. 46 47 NDEP, in writing, shall grant or deny a written request X.3. 48

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for an extension within thirty (30) calendar days from the date of receipt of the written request. 2

NDEP may grant the extension for less time than originally requested if it determines that the shorter extension is reasonable in light of the good cause.

If NDEP denies the requested extension, or approves an extension but modifies the length of time requested for the extension, it will include in its written statement of denial or modification an explanation of the basis for its decision.

AMENDMENTS AND MODIFICATIONS PART XI.

Amendments to this Agreement may be proposed by any of the XI.1. parties.

Amendments may be proposed for the following reasons, XI.2. among others:

> XI.2.a. To assure that this Agreement remains consistent with applicable laws and regulations;

> XI.2.b. To assure that this Agreement is consistent with changed circumstances.

This Agreement shall not be modified unless such modification is in writing and signed by all affected parties. Changes to Appendix V, Public Involvement Plan, and the movement of CAUS between appendices as specified in Part V, Description of 30 31 Appendices, and as specified in Part XII, Corrective Action 32 shall not be considered Investigations/ Corrective Actions, 33 modifications of this Agreement. 34

CORRECTIVE ACTION INVESTIGATIONS/CORRECTIVE ACTIONS 37 PART XII.

Within sixty (60) calendar days following the signing of 40 this Agreement by the last party to do so, the parties shall meet XII.1. to review Appendices II-IV and concur on the classification of all presently identified CAUs to insure all known CAUs are placed in 41 42 the appropriate appendix, and where appropriate, due dates and 43 deadlines established for existing and proposed activities. Following this initial meeting, the quarterly meeting process 44 45 outlined in paragraphs XII.3 and XII.4 will begin.

Appendix III, Corrective Action Investigations/Corrective 47 48 XII.2.

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1 Actions, will initially reflect current prioritization of CAUS 2 based on previous discussions with NDEP and/or the Community 3 Advisory Board in developing the budgets and priorities for FY 96 4 and FY 97. Following the initial prioritization, new CAUS will be 5 prioritized based on assessment of risk, as well as agency, 6 regulator, and stakeholder input (including the Community Advisory 7 Board), according to the process described in Appendix VI, 8 Corrective Action Strategy.

XII.3. The parties shall review and update Appendices II through IV as required at quarterly meetings. The appendices shall be updated at each meeting to:

> XII.3.a. Add newly identified sites to Appendix II, Corrective Action Sites/Units;

> XII.3.b. Incorporate any approved schedule changes to the milestones in Appendix III, Corrective Action Investigations/Corrective Actions. Move CAUs from Appendix III, Corrective Action Investigations/Corrective Actions, to Appendix IV, Closed Corrective Action Units, after NDEP has issued a notice or notices of completion.

Following the transfer of a CAU from Appendix II, XII.4. Corrective Action Sites/Units, to Appendix III, Corrective Action Investigations/Corrective Actions milestones, associated due dates and deadlines may be proposed by DOE and/or DoD but shall be established by NDEP according to the following quarterly meeting schedule listed in paragraphs XII.4.a through XII.4.c. Except as noted in paragraph XII.5, deadlines may be established for the 30 submittal of work plans, CADDs, CAPs, and completion of corrective 31 actions within the FY+2 planning window. For those work plans, 32 CADDS, CAPs, and corrective actions for which completion may fall 33 outside the planning window (FY+2), interim deadlines may be established within the FY+2 planning window. All deadlines other than those set forth explicitly in this Agreement shall be 36 established pursuant to paragraphs XII.4 and XII.5.

> XII.4.a. During the quarterly meeting held during the fiscal year first quarter, the parties shall review and reconsider established priorities, milestones, and associated due dates and deadlines for the current fiscal year, taking into consideration the Approved Funding Program and the factors listed in section 1.3 of Appendix VI, Corrective Action Strategy. If the parties cannot agree on deadlines, then Part IX, <u>Informal Dispute</u> <u>Resolution and Appeal Procedure</u>, may be invoked.

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> XII.4.b. During the quarterly meeting held during the fiscal year second quarter, the parties shall initiate the establish priorities, milestones, and process to associated due dates for CAUs for FY+2. At this meeting, DOE will propose CAU milestones for target and planning funding levels, as appropriate. DOE may choose to develop milestones above the target funding level, but shall identify which proposed milestones are above the target NDEP, under its authority, may establish deadlines case. for any milestones for DOE and DoD activities subsequent to the prioritization process established in Appendix VI, Corrective Action Strategy. DoD asserts it is not able to commit to these FY+2 enforceable dates. Prioritized CAUs with their associated milestones, due dates, and/or deadlines shall be listed in Appendix III, Corrective Action Investigations/Corrective Actions. Parties reserve the right to invoke paragraph IX.1 if an issue is not resolved. Subsequent to this meeting, input on the proposed priorities will be sought from the public and the Community Advisory Board. DOE and DoD, in cooperation with NDEP, will develop a final prioritization of CAUs for CAIs and corrective actions with the setting of deadlines by NDEP by March 15.

XII.4.c. During the quarterly meeting held during the fiscal year fourth quarter, the parties shall review and reconsider established priorities, milestones, and associated due dates and deadlines for CAUs considering factors established in Appendix VI, Corrective Action Strategy, and the President's budget for FY+1. Parties reserve the right to invoke paragraph IX.1 if an issue is not resolved.

One (1) milestone, with an associated due date or XII.5. deadline, beyond FY+2 will be established for the completion of In addition, at any one time, one (1) other milestone, with UGTA. an associated due date or deadline, besides the completion milestone can be established for UGTA beyond the FY+2 window. Once this other milestone moves into the FY+2 window, an additional milestone beyond FY+2 can be established such that two outyear milestones (one of which is the completion milestone) can always exist for UGTA. These milestones, established beyond the FY+2 window, will be based on assumptions used for planning and 44 understandings of the CAUs at the time of their establishment. If 45 the assumptions or understandings change, the milestones may be reevaluated. The parties recognize that current assumptions, as stated in Appendix VI, Corrective Action Strategy, are preliminary 47 and may change as additional technical information is acquired. 48

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The timeframes for submittals, activities, and tasks shall XII.6. be established in the appropriate planning documents and may be 1 2 bounded by the deadlines established in Appendix III, Corrective 3 Action Investigations/Corrective Actions. 4

5 Once a CAI has been completed, DOE or DoD shall submit a XII.7. CADD, which includes evaluation of alternatives, to NDEP for its Prior to approving proposed actions, NDEP may seek evaluation. public comment which includes input from the Community Advisory 9 Board. If a corrective action is required, a CAP will be prepared 10 to guide the subsequent corrective action. 11

NDEP shall, within thirty (30) calendar days of receipt of XII.8. a submittal, unless otherwise specified in this Agreement, provide:

> Approval, with or without comments on the XII.8.a. submittal;

Disapproval with comments; or XII.8.b.

A timeframe within which NDEP's review will be XII.8.C. completed.

23 Upon completion and NDEP approval of the corrective 24 XII.9. actions, Notices of Completion shall be transmitted to DOE and/or DoD as appropriate and the CAU will move to Appendix IV, Closed 25 Corrective Action Units. Appendix IV will also identify which CASs 26 27 or CAUs require long-term monitoring. 28

SAMPLING AND DATA/DOCUMENT AVAILABILITY 31 PART XIII.

32 XIII.1. The timeframes for the initial availability of any 33 34 quality-assured results from sampling and monitoring shall be identified in the CAU plans and CAP schedules for each CAU. DOE and/or DoD shall make available existing quality-assured data from 35! sampling, tests, and other activities generated pursuant to this 36 37 Agreement within thirty (30) calendar days following a request. 38 This requirement is hereby established as the deadline pursuant to 39 this Agreement. NDEP may request all sampling data (including raw 40 data), to be incorporated into the submittal. 41

42 XIII.2. NDEP, at its request, shall be provided split or duplicate 43 samples of all samples collected by DOE and/or DoD pursuant to this NDEP shall provide, upon request of any party's 44 Agreement. corrective action coordinators, split or duplicate samples of all 45 46 samples collected by NDEP pursuant to this Agreement. Any party requesting split or duplicate samples from another party shall 47 1 48

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provide its own sample container(s) at the time of the sampling event and is responsible for the management and analysis of any such samples.

XIII.3. NDEP may inspect and have copies provided, subject to restrictions relating to classification and other applicable privileges, any and all records, files, photographs, documents, and other writings (including sampling and monitoring data), pertaining to work undertaken, or planned to be undertaken, pursuant to this Agreement. Originals shall remain in the custody of DOE, DoD, and their respective contractors.

PART XIV. ACCESS

XIV.1. Subject to DOE and/or DoD security requirements, applicable health and safety plans, and health and safety officers' instructions, NDEP personnel, with appropriate safety and security clearances, shall have authority to enter CAU work sites and DOE and DoD locations during normal business hours with or without advance notification. Following notification of DOE and/or DoD, NDEP shall to the extent authorized by law have authority to enter contractor locations to review applicable records and information. Access may be sought for the following purposes among others:

> XIV.1.a. Inspection of records, operating logs, contracts, and other documents related to implementation of this Agreement;

> XIV.1.b. Reviewing the progress of DOE and/or DoD in implementing the terms and conditions of this Agreement;

XIV.1.c. Verification of data related to implementation of this Agreement; and

XIV.1.d. Observation of Agreement-related work in progress.

XIV.2. Escorts of NDEP personnel to restricted areas where work is ongoing at a CAU shall not be required where facility/localityspecific security, health, and safety requirements are understood and adhered to by the unescorted NDEP personnel. Unescorted NDEP personnel shall sign a release of liability before undertaking any unescorted visit of a restricted site.

46 XIV.3. No reasonable access shall be denied NDEP personnel with 47 appropriate certifications and clearances on Agreement-related 48 business. If access is denied, the stated reasons for any denial

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1 of access to NDEP personnel to any of the facilities or to any of 2 the localities of any of the CAUs shall be provided to NDEP within 3 one (1) business day.

XIV.4. To the extent that compliance with this Agreement requires access to property administered or owned by parties other than DOE, such as the Air Force, other federal entities, and private parties, DOE shall use the maximum extent of its influence and authority to obtain access agreements for DOE, NDEP, and the authorized employees and contractors of each of the parties. DOE shall provide a certified copy of any such signed access agreements to NDEP within ten (10) calendar days of DOE receipt of the document. As appropriate, DOE may negotiate the inclusion of such access agreements as provisions to existing Memoranda of Understanding with other federal entities. Activities conducted under this Agreement on Air Force-administered lands will be scheduled on a non-interference basis with ongoing Air Force activities.

XIV.5. With respect to non-DOE property upon which monitoring wells, pumping wells, treatment units, or other related systems are to be located, DOE shall use its best efforts to obtain access agreements that provide:

> XIV.5.a. That no conveyance of title, easement, or other interest in the property shall be consummated without provisions for the continued operation of such wells, treatment units, or other Agreement-related action on the property;

XIV.5.b. That owners of any property where monitoring wells, pumping wells, treatment units, or other installations are located shall notify DOE by certified mail, at least ninety (90) calendar days prior to any conveyance, of the property owner's intent to convey any interest in the property;

XIV.5.c. That DOE shall notify NDEP of the provisions made for the continued operation of the monitoring wells, treatment units, or other systems installed pursuant to this Agreement;

XIV.5.d. DOE shall provide NDEP with a certified copy of each agreement for the continued operation of any monitoring wells, treatment units, or other systems installed pursuant to this Agreement within ten (10) calendar days of the receipt of the final agreement.

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PART XV.

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OBLIGATIONS OF DOE AND DOD

DOE and DoD shall take all necessary steps as set forth in paragraphs XV.8 through XV.11 to obtain timely funding to meet XV.1. their obligations under this Agreement through consultation with the parties and the submission of timely budget requests.

Such obligations include, but are not limited to, updates to Appendix II, Corrective Action Sites/Units, the corrective XV.2. action investigation/corrective action activities identified in 10 Appendix III, any monitoring required pursuant to Appendix IV, the 11 Public Involvement Plan activities required pursuant to Appendix V, 12 and support of NDEP's administrative and regulatory activities to be performed in conjunction with oversight of corrective action activities required by this Agreement. ...`

The base obligation of DOE and DoD required for NDEP to 17 oversee activities related to this Agreement shall be determined by XV.3. 18 NDEP on a yearly basis, and transmitted to DOE and DoD in a timely 19 manner prior to the start of each state fiscal year as authorized 20 by NRS 459.565 and NDEP implementing policy and procedure(s). In 21 addition, NDEP shall at the same time transmit estimates of its 22 base obligations for the four succeeding out years to assist DOE and/or DoD in their respective long-range planning. In accordance 23 24 with sections XV.4 and XV.5, DOE and DoD agree to pay fees and 25 service charges, consistent with §6001 of RCRA (42 U.S.C. §6961), 26 at a rate which would be assessed for similar activities on any . 27 person for which NDEP provides oversight of corrective action . 28 activities under applicable state law. If the parties disagree on 29 30 the fees and service charges, Part IX, Informal Dispute Resolution and Appeal Procedure, may be invoked. 31

. . 32 : On an annual basis, NDEP shall submit its estimated fee(s) 33: XV.4 34 for its obligations to be incurred to DOE. DOE shall in turn, 35 within thirty (30) calendar days after October/1 of each year 36 unless otherwise agreed, make a deposit with NDEP sufficient to 37 meet that obligation for NDEP oversight of DOE activities.

38 39 XV.5. Reimbursement of costs/fees associated with services/ investigation and/or 40 oversight of DoD's corrective action 41 corrective action activities shall be recoverable by NDEP through 42 the Defense/State Memorandum of Agreement and Cooperative Agreement 43 (DSMOA/CA). These services/oversight and accounting procedures, 44 including procedures for NDEP reimbursement, will be in accordance 45 with the DSMOA/CA. In the event that the DSMOA/CA Program is 46 modified, altered, ended or it fails to meet services/oversight 47; costs/fees, DoD shall remain liable for payment of these costs/fees 48 with appropriated Defense Environmental Restoration Act (DERA)

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funds.

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NDEP's estimate of its regulatory oversight obligational XV.6. requirements for each successive year shall take into account any projected differences between the previous year's estimated obligational requirements and the actual regulatory oversight obligations incurred by NDEP that year and will be submitted on or before April 1 of each year to the appropriate party. By September 1 of each year, all reconciliation for the prior state FY will have been accomplished.

11 In accordance with the DOE and/or DoD's respective rules 12 XV.7. and policies applicable to the release of budgetary/contracting 13 information in effect at the time of the signing of this Agreement, 14 DOE and DoD shall make the scope of work and the budgets to be used 15 in implementing the terms of this Agreement available to NDEP. 16 Submittal of the scope of work and budgets will occur in 17 conjunction with the establishment of milestones and priorities as 18 identified in Part XII, Corrective Action Investigations/Corrective 19 Actions. Upon request by NDEP and in accordance with applicable 20 restrictions, DOE and DoD shall also provide to NDEP the identity, 21 scope of work, and Agreement-related restoration budgets of any 22 entity or agency performing work related to this Agreement. 23

Prior to the annual submission of DOE/NV's and DoD/NV's 25 XV.8. budget requests to their respective Headquarters, DQE for its FY+2 budget, and DoD for its five-year planning budget, NDEP shall be given the following:

> Briefings on the proposed budget requests for XV.8.a. for the facilities, any management environmental supporting documents, and target funding levels for environmental management for the facilities, including an assessment of any impacts on this Agreement.

> The opportunity to review, comment, and make XV.8.b. recommendations on the priorities and budget request.

38 DOE shall, to the extent it deems appropriate, revise its 39 XV.9. 40 FY+2 budget requests and supporting documents to address or resolve 41 NDEP's comments and recommendations prior to transmittal to the 42 Headquarters. DOE shall forward to its Headquarters in its budget requests any comments not fully resolved to the satisfaction of all 43 44 parties and any additional activities identified by NDEP along with 45 the projected budget requirements for such activities. 46:

DOE Headquarters shall forward to the Office of Management 47 XV.10. 48 and Budget for consideration, its FY+2 budget requests along with FFACO Page 25 of 34 March 15, 1996

any unresolved comments and additional activities with related budget requirements identified by NDEP pursuant to paragraph XV.9.

In accordance with established Department of Defense XV.11. policy as of the date of the signing of this Agreement, DoD Headquarters shall forward its FY+2 restoration budget requests, regulatory activities mandated by identify will which of Defense, considerations to the Deputy Secretary Under Environmental Security (DUSD) (ES) for consideration. DUSD(ES) is responsible for consolidating Defense Agency submissions and forwarding this along with all other Defense Service requests to the Under Secretary of Defense Comptroller for incorporation into the President's Budget Request.

XV.12. NDEP agrees not to release confidential budget information to anyone prior to submission by the President of his Budget Request to Congress, unless authorized by DOE or required to do so by court order. DOE may seek to intervene in any proceeding brought to compel or enjoin release of this information. If allowed to intervene, DOE shall assert its interest in and the legal basis for maintaining the confidentiality of this information.

XV.13. DOE and DoD will provide to NDEP sections of the President's Budget Request to Congress pertaining to the facilities' environmental restoration programs in a timely manner after submittal by the President to Congress. DOE and DoD shall notify NDEP of any differences between the proposed budget requests submitted in accordance with paragraph XV.9 and the actual requests included in the President's Budget Request to Congress.

XV.14. If funding has been requested as described in paragraphs XV.8 through XV.11 and in the event that the U.S. Congress has failed to appropriate the funds so requested for Agreement milestones, the parties shall review the level of presently available appropriated funds and the estimated cost of meeting all obligations and requirements under this Agreement. DOE and/or DoD shall transmit to NDEP for its review a proposed alternate schedule and level of activities to satisfy the terms and conditions of this Agreement. If agreement cannot be reached on an alternate schedule and if NDEP does not approve a modified alternate schedule and level of activity, should DOE and/or DoD choose to appeal, the appeal procedure contained in paragraph IX.2 will be followed.

XV.15. If DOE and/or DoD fail to comply with the terms of this Agreement (including payment of NDEP oversight costs), NDEP may pursue all available remedies to ensure performance and compliance.

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1	PART XVI	NOTIFICATION AND AGENCY COORDINATION		
2 3 4 5 6 7	received office.	Documents shall be sent to NDEP in a manner designed to be by the date due in either the Carson City or Las Vegas Formal requests by any party to this Agreement of any rty to this Agreement shall be in writing.		
8 9 10 11 12 13	XVI.2. Unless otherwise specified by written notice to the agreement coordinators of DOE and DoD, any report, document, or submittal provided to NDEP, pursuant to a milestone or deadline identified in or developed under the provisions of this Agreement, shall be sent to:			
14 15 16 17 18		Chief Bureau of Federal Facilities Division of Environmental Protection 333 West Nye Lane Carson City, Nevada 89710		
19 20	with an	additional copy provided concurrently to:		
21 22 23 24 25		Bureau of Federal Facilities Division of Environmental Protection 555 E. Washington, Suite 4300 Las Vegas, Nevada 89101		
26 27 28 29	XVI.3. Unless otherwise specified by written notice from DOE to the agreement coordinators of the other parties, documents sent to DOE relating to this Agreement shall be sent to:			
30 31 32 33 34		Director, Environmental Restoration Division U.S. Department of Energy Nevada Operations Office P. O. Box 98518 Las Vegas, Nevada 89193-8518		
38 39 40 41 42	₩	Director, Environmental Protection Division U. S. Department of Energy Nevada Operations Office P. O. Box 98518		
43 44	VUT A	Las Vegas, Nevada 89193-8518 Documents sent to DoD shall be sent to the attention of		
46 47	. otherwis	agreement coordinator as follows, unless DoD specifies se by written notice to the corrective action coordinators other parties:	Kerner .	

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Chief, Technical Compliance Division Defense Nuclear Agency Field Command, Nevada Operations Office P.O. Box 208 Mercury, Nevada 89023 with an additional copy provided concurrently to:

> Director, Environmental Protection Division U.S. Department of Energy Nevada Operations Office

Las Vegas, Nevada 89193-8518

P. O. Box 98518

Within thirty (30) calendar days of the effective date of 15 XVI.5. this Agreement, the parties shall notify each other in writing of the names and addresses of their respective agreement coordinators 18 and corrective action coordinators and their designees who shall be the usual day-to-day points of for DOE and DOD contact respectively.

Each corrective action coordinator shall be responsible 22 XVI.6. for overseeing the day-to-day implementation of the provisions of 24 this Agreement for his/her respective party.

25 agreement coordinator works with the party's 26 XVI.7. Each 27 corrective action coordinator(s) and shall be responsible for 28 assuring that all communications from the other parties are 29 appropriately disseminated and processed within his/her own 30 organization.

31 Changes in any of the parties' Agreement coordinators or 33 corrective action coordinators and their designees shall be 34 followed by written notification to the other parties within ten XVI.8. 32 35 (10) calendar days following the change(s).

361 The NDEP corrective action coordinator and his/her 37 XVI.9. designees shall have the authority to, among other things: 38

> Take, or cause to be taken, samples, duplicate XVI.9.a. samples, split samples, and/or sub-samples of samples collected by DOE and/or DoD;

Ensure, so far as possible, that field and XVI.9.b. laboratory work are performed pursuant to NDEP-approved CAI work plans;

Observe, and/or cause to be observed, all XVI.9.c.

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> activities performed pursuant to this Agreement; take and/or cause to be taken, photographs consistent with security restrictions, for which purpose DOE consents that DOE "Q" clearances, photographer's permits/official photographer designations shall be issued to qualified NDEP personnel as required by NDEP for this purpose;

> XVI.9.d. Review and/or cause to be reviewed, all records, files, and documents relevant to this Agreement, with the determination as to what constitutes relevance made by NDEP.

XVI.10. The DOE and/or DoD corrective action coordinators and their representatives may implement modifications to the field work to be performed pursuant to an approved work plan and will notify NDEP of such action. This does not relieve either DOE or DoD of their respective requirements to meet the performance objectives of the approved work plan.

21 PART XVII. PUBLIC INVOLVEMENT

XVII.1. Appendix V, Public Involvement Plan, shall contain a mechanism for continually providing information and for actively seeking public input (including input from the Community Advisory Board), concerning DOE and DoD activities undertaken pursuant to this Agreement.

XVII.2. The Public Involvement Plan's objectives include, among others:

XVII.2.a. Identifying and considering the public's concerns, needs, and values prior to making decisions;

XVII.2.b. Providing an outline of activities and materials which offer accurate, timely, and understandable information to stakeholders (including the general public);

XVII.2.c. Fulfilling all applicable state and federal regulatory requirements regarding public involvement;

XVII.2.d. Planning public involvement activities to reflect current schedules and priorities contained in this Agreement.

47 XVII.3. At a minimum, public reading rooms shall be located within 48 the two major population centers in the state, one in the north and

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1 2 3	one in t shall an rooms.	he south. Based on continuing public input, the parties nnually evaluate the need for additional public reading		
5 4 5 6	XVII.4. The public reading rooms shall contain the following, when prepared:			
7 8		XVII.4.a. CAI work plans and reports;		
9 10		XVII.4.b. Corrective action work plans and reports;		
11 12 13		XVII.4.c. CADDs;		
14 15		XVII.4.d. Health assessments;		
16 17		XVII.4.e. Risk assessments;		
18 19 20	×.	XVII.4.f. Comments and information submitted by the public;		
÷21		XVII.4.g. National Environmental Policy Act documents;		
22 23 24		XVII.4.h. Public Involvement Plan;		
24 25 26		XVII.4.i. Public notices;		
20 27 28		XVII.4.j. This Agreement;		
29 30	1	XVII.4.k. RCRA Permit for NTS;		
31	4	XVII.4.1. DOE/NDEP Mutual Consent Agreement; and		
32 33 34 35 36 37	1	XVII.4.m. Index of the environmental restoration documents in the public reading room and information on how to acquire further environmental restoration information from NDEP, DOE, or DoD.		
38 39		III. RETENTION OF RECORDS		
43 44 45	XVIII.1. DOE and DoD shall establish and maintain a compliation of all work plans, data reports, numerical models, numerical model results, monitoring results, and other writings generated pursuant to this Agreement in accordance with DOE and DoD records retention procedures.			
46 47 48		. Such information shall be available to NDEP upon and will form part of the basis for information to be		

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included in the NDEP's Administrative Record, which includes, but is not limited to, those documents cited in paragraph XVII.4. NDEP shall maintain the Administrative Record in accordance with the requirements of NRS Chapter 239.

DOE and DoD shall notify NDEP at least one hundred XVIII.3. eighty (180) calendar days prior to the proposed destruction or disposal of any documents or records described in this part.

CONVEYANCE OF TITLE PART XIX.

No conveyance of title, easement, or other interest in any XIX.1. of the facilities on which any containment system, treatment system, monitoring system, or other construct is installed or implemented or may be installed or implemented pursuant to this Agreement, shall be consummated by DOE and/or DoD and/or any contractor and/or subcontractor to DOE and/or DoD respectively, 17 without provision for continued maintenance of any such system or 19 other response action(s). 20

At least one hundred twenty (120) calendar days prior to 22 XIX.2. any such proposed conveyance, DOE and/or DoD shall notify NDEP of the provisions made for the continued operation and maintenance of any system(s) installed or implemented pursuant to this Agreement.

SEVERABILITY 28 PART XX.

29 If any provision of this Agreement (which may include any 30 XX.1. activity conducted pursuant to this Agreement) is ruled invalid, 31 unenforceable, unlawful, or unconstitutional by a court of 32 competent jurisdiction, the remainder of this Agreement (including 34 other activities taken thereunder) shall not be affected by such ruling. 35 1

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CLASSIFIED AND CONFIDENTIAL INFORMATION PART XXI.

39 Personnel designated by NDEP as requiring DOE "0" XXI.1. 40 clearances who have subsequently been issued such "Q" clearances by 41. 42 the DOE shall be eligible for access to classified information on 43 a "need to know" basis. Only responsible DOE/DoD officials, with 44 the authority to do so, may make the determination of the "need to Recipients of the information are responsible for know." 45 protecting all classified information to which they have access or 46 47 custody. DOE and/or DoD shall provide within ten (10) business 48 days of such refusal a written response to NDEP requests for

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information related to the Agreement for which they have determined that a "need to know" is not justified. This requirement is hereby The response shall be complete and established as a deadline. specific as to the information that is nondisclosable.

Analytical data and the results of numerical modeling, with the exception of data and modeling results determined to be classified for reasons of National Security, shall not be claimed as nondisclosable.

records, or files that are Those data, documents, nondisclosable pursuant to applicable privileges and laws including 11 the Freedom of Information Act, 5 U.S.C. §552, and the Privacy Act 12 of 1972, 5 U.S.C. §552(a), unless expressly authorized for release 13 by the originating party, shall be handled in accordance with those 14 provisions of law and any implementing regulations. Upon submission of reports, letters, or other Agreement-related writings 15 16 to NDEP, DOE or DoD shall identify any materials determined by DOE 17 or DoD to be exempt from public disclosure pursuant to the Freedom 19 of Information Act and to the extent required by state law, such 0 materials shall be handled as exempt from public disclosure by 22 NDEP. NDEP will notify the appropriate party within 30 days of its 21 23 intent to release the information should a determination to release 24 the information be made.

FORCE MAJEURE PART XXII.

28 mean an event arising from 29 XXII.1. A Force Majeure shall 30 unforeseeable factor(s) that is (are) beyond the control of DOE and/or DoD and/or their respective contractors, subcontractors, and/or operators, which causes delay, or prevents the performance 31 of any task specified under this Agreement. Force Majeure may 32 33 include: 34

> XXII.1.a. Adverse weather conditions, natural disasters, or events that affect the site or non-site locations, preventing or delaying the transportation or delivery of materials or the availability of labor, that could not reasonably be anticipated;

> XXII.1.b. Unanticipated breakage or accident to machinery, equipment, or lines of pipe despite reasonably diligent maintenance;

XXII.l.c. Restraint by court order or order of public authority;

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XXII.1.d. Inability to obtain, consistent with statutory requirements and after exercise of reasonable diligence, any necessary authorizations, approvals, permits, or licenses due to action or inaction of any governmental agency or authority other than the DOE or DoD;

XXII.l.e. Delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence; and

XXII.1.f. Any strike or other labor dispute not within the control of the parties thereby affected.

DOE and DoD assert that their ability to meet XXII.2. obligations under this Agreement is subject to the Anti-Deficiency Act, 31 U.S.C. \$1341, such that unavailability of funding provides a defense pursuant to this Part. Nothing in this Agreement shall 18 be construed to require a DOE or DoD official to violate the Anti-19 Deficiency Act. NDEP does not recognize that the Anti-Deficiency 20 Act constitutes a Force Majeure or in any way constitutes a defense or an excuse for failure to comply with the terms and conditions of 22 this Agreement and applicable state and federal and laws Nothing in this Agreement shall be construed to 23 requirements. authorize a DOE or DoD official to violate environmental laws and 25 regulations. 26

27 DOE and/or DoD shall bear the burden of establishing XXII.3. 28 that a delay was caused by an unforeseen or unexpected event or occurrence; that the event was beyond the control of DOE and/or 29 30 DoD; that the event could not have been avoided or overcome by due 31 diligence; and that the event delayed or prevented performance by 32 a date or in the manner required by this Agreement. 33 :

34 | To assert a claim of Force Majeure, DOE and/or DoD XXII:4. 35 shall provide verbal notification to the state agreement 36 coordinator after DOE and/or DoD becomes aware of the effect of the 37 1 event on DOE's and/or DoD's ability to perform the obligations of 38 the Agreement creating the claim of Force Majeure, followed by 39 written confirmation. Failure to assert a claim of Force Majeure 40 shall constitute a waiver of DOE's and/or DoD's right to dispute any denial of an extension request or assessment of stipulated 41 penalties on the basis of the event giving rise to the alleged 42 43 1 44 Force Majeure.

NDEP shall transmit to DOE and/or DoD its written 45 ; 46 XXII.5. 47 acceptance, acceptance in part, or rejection of DOE's and/or DoD's 48 claim of Force Majeure within fourteen (14) calendar days of

FFACO Page 33 of 34 March 15, 1996

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receipt of the written notice of claim. If DOE and/or DoD disagree with NDEP's rejection on such claim, the dispute resolution and appeal process contained in Part IX, Informal Dispute Resolution and Appeal Procedure, may be initiated. For disputes on Force Majeure issues, if the dispute is not resolved during the dispute 5 resolution process set forth in paragraph IX.2, the parties agree 6 that the DOE and DoD may seek judicial review of the decision of 7 the SEC in Federal District Court for Nevada.

10 PART XXIII. MUTUALITY TO DRAFT OF AGREEMENT

All terms of this Agreement have been negotiated and XXIII.1. mutually drafted by the parties hereto, including consultation with and review by counsel.

EFFECTIVE DATE OF AGREEMENT PART XXIV.

XXIV.1. The effective date of this Agreement shall be the date on which the last party to do so becomes a signatory to this 22 Agreement.

25 PART XXV. DURATION/TERMINATION

26 Upon satisfactory completion, as determined by NDEP, of a 27 XXV.1. in Appendix III, Corrective Action milestone 28 given 29 Investigations/Corrective Actions, NDEP shall issue a Notice of 30 Completion to DOE and/or DoD for completion of enforceable 31³ milestones.

32 . When a corrective action has been carried out in 33 XXV.2. 34 accordance with the CAP NDEP will issue a Notice of Completion to DOE and/or DoD as appropriate. Following the issuance of a Notice 35 36 of Completion, the CAU for which the corrective action was carried 37 out shall be listed in Appendix IV, Closed Corrective Action Units, with the list of related CASs. 38

39 When all the terms and conditions of this Agreement shall 40 / XXV-3. 41 be considered, by NDEP, to have been satisfied by DOE and/or DoD, 42 including satisfactory completion of corrective actions for all 43 CAUs identified for and during the tenure of this Agreement, written notice of the same will be forwarded from NDEP to DOE 44 and/or DoD and such written notice will terminate this Agreement. · 5 -46

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Operation of Communication on Mt. Irish

Summary:

This MOU establishes operations, usage, access, and funding responsibilities for co-located communications systems on Mt. Irish.

Hry. Agreement No. 1334-07-067

MEMORANDUM OF UNDERSTANDING BETWEEN THE 98 RANGE WING, NELLIS AIR FORCE BASE AND THE NEVADA DEPARTMENT OF TRANSPORTATION

A. <u>PURPOSE</u>

÷. ...

- 1) The 98 Range Wing (RANW) operates a communications relay site on Mt Irish located within Lincoln County, Nevada. This site provides one of the main data link points used to provide, sustain, and improve an instrumented, integrated battlespace environment for full-spectrum air combat training, testing, and tactics development for US and allied forces. The Nevada Department Of Transportation (NDOT) requested to co-locate a communication system on Mt Irish which will improve their state wide communications capabilities to support Horneland Security mandates and will provide improved coverage within that part of the region. NDOT operates and maintains the State 800 MHz trunked radio system throughout Nevada.
- 2) The Bureau of Land Management has issued NDOT a Right of Way (N-82460) for collocating the communication equipment on Mt Irish. This MOU establishes operations, usage, access and funding responsibilities. NDOT must ensure the collocated equipment does not interfere with military operations.

B. AGREEMENT

- 1) NDOT:
 - a) Operate communication equipment on a non interfering basis with USAF collocated equipment. NDOT must be aware during certain range operations, government Electronic Activity (jamming) could interfere with their ability to communicate with this site.
 - b) NDOT's radio frequency transmission must not affect the government's ability to communicate or conduct Electronic Activity (jamming). NDOT will reduce power or cease operations as necessary to allow government operations if interference is shown to be from their transmitter.

c) All maintenance of the NDOT equipment is the responsibility of NDOT. NDOT will upgrade the power to support their requirements as necessary. Any
 additional equipment or materials to support NDOT installation and operation at Mt Irish will be funded and accomplished by NDOT.

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- d) Contact the 98 RANW/RSC at (702) 653-4878 or 98 RANW/XPL at (702) 653-4565 to schedule access to Mt Irish. Make access requests a minimum of 48 hours prior, Monday through Friday. With coordination, work may be accomplished Sunday through Saturday.
- e) Any additional material or labor required for NDOT operations on Mt Irish will be funded by NDOT. NDOT may utilize the 98 RANW contractor to provide transportation access and technical support.
- 2) RANW:
 - a) Provide space within existing facilities for the placement and operation on NDOW communication equipment.
 - b) Will coordinate frequencies with NDOT to ensure their approved frequencies do not interfere with government approved frequencies.
 - c) Coordinate access with appropriate organizations per current instructions. Emergency requests from NDOT will be expedited to restore critical communication links for State Emergency personnel.
 - d) Authorize the joint use of contracted helicopter service for site access. All efforts should be made to allow NDOT personnel access on regularly schedule flights.

C. Funding

- This agreement shall not be used to obligate or commit funds. If requested support to the NDOT exceeds the capability of the RANW, both agencies will jointly determine the appropriate reimbursement cost. A project specific SF Form 1144 shall be executed to transfer required funds.
- NDOT agrees to separately fund their fair share of helicopter flights and other miscellaneous expenses associated with the direct support of this communication equipment. Any RANW provided direct support will be funded by NDOT.

 98 RANW estimates the utility usage for 100 watts to be less than \$2,000 per year. This cost shall not be reimbursable since the cost of collecting the fees outweighs the benefits.

D.

EFFECTIVE DATE, AMENDMENT, AND TERMINATION

1) This MOA becomes effective upon the date of final approval signature by the Commander, 98 Range Wing and the Nevada Department of Transportation or their duly authorized representatives. This MOA shall remain in effect until terminated by mutual consent of both parties or by either party upon provision of a written notice to the other party at least thirty (30) days in advance of the proposed termination date. Any increase in support services or numbers of aircraft operations will be negotiated and this MOA revised. This document will be reviewed biannually by representatives of each party. Any changes will be accomplished by negotiation of a formal revision.

FOR THE 98 RANGE WING:

Richard Gillman Jr

GS-15, DAF Director, 98th Range Squadron

21 Mar &

Date

FOR THE NEVADA DIVISION OF TRANSPORTATION:

By:

10

Susan Martinovich, P.E., Director Nevada Department of Transportation Carson City, NV 89712



129/07

Date

3/28/07

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Appendix C Legal Descriptions

Extension of the Existing Land Withdrawal Nevada Test and Training Range

EXISTING WITHDRAWN LANDS

Mount Diablo Meridian, Nevada

Tps. 1, 2, 3, and 4 S., R. 44 E.

T. 5 S., R. 44 E., partly unsurveyed, secs. 1 and 2; secs. 10 thru 16; secs. 20 thru 36.

T. 6 S., R. 44 E., unsurveyed, secs. 1 thru 6; secs. 8 thru 17; secs. 21 thru 27; secs 34 thru 36.

T. 7 S., R. 44 E., partly unsurveyed, secs. 1 and 2; secs. 11 thru 13.

Tps. 1, 2, 3, and 4 S., R. 45 E.

Tps. 5 and 6 S., R. 45 E., unsurveyed.

T. 7 S., R 45 E., unsurveyed, secs. 1 thru 30; secs. 32 thru 36.

T. 8 S., R. 45 E., unsurveyed, secs. 1 thru 4; secs. 10 thru 14; secs. 24 and 25.

Tps. 1 and 2 S., R. 46 E.

Tps. 3, 4, 5, 6, 7, and 8 S., R. 46 E., unsurveyed.

T. 9 S., R. 46 E., unsurveyed, secs. 1 thru 5; secs. 9 thru 15; secs. 23 and 24.

Tps. 1 and 2 S., R. 47 E.

Tps. 3, 4, 5, 6, 7, and 8 S., R. 47 E., unsurveyed.

T. 9 S., R. 47 E., unsurveyed, secs. 1 thru 30; secs. 33 thru 36. T. 10 S., R. 47 E., partly unsurveyed, secs. 1. 2. and 12. Tps. 1 and 2 S., R. 48 E. Tps. 3, 4, and 5 S., R. 48 E., unsurveyed. T. 6 S., R. 48 E., unsurveyed, secs. 1 thru 34; sec. 35, N1/2; sec. 36. N1/2. T. 7 S., R. 48 E., unsurveyed, secs. 3 thru 10; secs 15 thru 23; sec 25, W1/2; secs. 26 thru 36. Tps. 8 and 9 S., R. 48 E., unsurveyed. T. 10 S., R. 48 E., unsurveyed, secs. 1 thru 17; secs. 21 thru 26; sec. 36. Tps. 1 and 2 S., R. 49 E. Tps. 3, 4, and 5 S., R. 49 E., unsurveyed. T. 6 S., R. 49 E., unsurveyed, secs. 1 thru 30; sec. 31, N1/2 and SE1/4; secs. 32 thru 36. T. 7 S., R. 49 E., unsurveyed, secs. 1 thru 5; sec. 6, E1/2. T. 8 S., R. 49 E., unsurveyed, sec. 6, W1/2; sec. 7: sec. 17, W1/2; secs. 18 thru 20; secs. 28 thru 33: sec. 34, W1/2. T. 9 S., R. 49 E., unsurveyed, secs. 3 thru 11: secs. 14 thru 23; secs. 24 and 25, excepting those portions withdrawn by Public Land Order 2568; secs. 26 thru 35; sec. 36, excepting those portions withdrawn by Public Land Order 2568.

April 2017

T. 10 S., R. 49 E., unsurveyed, sec. 1, excepting those portions withdrawn by Public Land Order 2568; secs. 2 thru 11; secs. 12 and 13, excepting those portions withdrawn by Public Land Order 2568; secs. 14 thru 23; secs. 24 and 25, excepting those portions withdrawn by Public Land Order 2568; secs. 26 thru 35; sec. 36, excepting those portions withdrawn by Public Land Order 2568.

T. 11 S., R. 49 E., unsurveyed, sec. 1, excepting those portions withdrawn by Public Land Order 2568; secs. 2 thru 11; secs. 12 and 13, excepting those portions withdrawn by Public Land Order 2568; secs. 14 thru 23; secs. 24 and 25, excepting those portions withdrawn by Public Land Order 2568; secs. 26 thru 35; sec. 36, excepting those portions withdrawn by Public Land Order 2568.

T. 12 S., R. 49 E., unsurveyed, sec. 1, excepting those portions withdrawn by Public Land Order 2568; secs. 2 thru 11; secs. 12 and 13, excepting those portions withdrawn by Public Land Order 2568; secs 14 thru 23; secs. 24 and 25, excepting those portions withdrawn by Public Land Order 2568; secs. 26 thru 35; sec. 36, excepting those portions withdrawn by Public Land Order 2568.

Tps. 1, 2, 3, 4, and 5 S., R. 50 E., unsurveyed.

- T. 6 S., R. 50 E., unsurveyed, secs. 1 thru 33.
- T. 7 S., R. 50 E., unsurveyed, sec. 6.

Tps. 2, 3, 4, and 5 S., R. 51 E., unsurveyed.

- T. 6 S., R. 51 E., unsurveyed, secs. 1 thru 30; secs. 34 thru 36.
- T. 7 S., R. 51 E., unsurveyed, sec. 1.

Tps. 3 and 4 S., R. 51 1/2 E., unsurveyed.

Tps. 3, 4, 5, and 6 S., R. 52 E., unsurveyed. T. 7 S., R. 52 E., unsurveyed. secs. 1 thru 16; secs. 21 thru 28; secs. 33 thru 36. T. 8 S., R. 52 E., unsurveyed, secs. 1 thru 4: secs. 9 thru 12, excepting those portions withdrawn by Public Land Order 805. Tps. 3 and 4 S., R. 53 E. Tps. 5, 6, and 7 S., R 53 E., unsurveyed. T. 8 S., R. 53 E., unsurveyed, secs. 1 thru 6: secs. 7 thru 12, excepting those portions withdrawn by Public Land Order 805. T. 3 S., R. 54 E., secs. 4 thru 9; secs. 16 thru 21; secs. 28 thru 33. T. 4 S., R. 54 E., secs. 4 thru 9: secs. 16 thru 21; secs. 28 thru 33. Tps. 5, 6, and 7 S., R 54 E., unsurveyed. T. 8 S., R. 54 E., unsurveyed, secs. 1 thru 6; secs. 7 thru 11, excepting those portions withdrawn by Public Land Order 805; secs. 12 and 13; secs. 14 and 23, excepting those portions withdrawn by Public Land Order 805; secs. 24 and 25; secs. 26 and 35, excepting those portions withdrawn by Public Land Order 805; sec. 36. T. 9 S., R. 54 E., unsurveyed, sec. 1; secs. 2 and 11, excepting those portions withdrawn by Public Land Order 805; secs. 12 and 13; secs. 14 and 23, excepting those portions

withdrawn by Public Land Order 805; secs. 24 and 25;

withdrawn by Public Land Order 805;

sec. 36.

secs. 26 and 35, excepting those portions

T. 10 S., R. 54 E., unsurveyed, sec. 1; secs. 2 and 11, excepting those portions withdrawn by Public Land Order 805; secs. 12 and 13; secs. 14 and 23, excepting those portions withdrawn by Public Land Order 805; secs. 24 and 25; secs. 26 and 35, excepting those portions withdrawn by Public Land Order 805; sec. 36. T. 11 S., R. 54 E., unsurveyed, sec. 1; secs. 2 and 11, excepting those portions withdrawn by Public Land Order 805; secs. 12 and 13; secs. 14 and 23, excepting those portions withdrawn by Public Land Order 805; secs. 24 and 25; secs. 26 and 35, excepting those portions withdrawn by Public Land Order 805; sec. 36. T. 12 S., R. 54 E., unsurveyed, sec. 1: secs. 2 and 11, excepting those portions withdrawn by Public Land Order 805; secs. 12 and 13; secs. 14 and 23, excepting those portions withdrawn by Public Land Order 805; secs. 24 and 25; secs. 26 and 35, excepting those portions withdrawn by Public Land Order 805; sec. 36. T. 13 S., R. 54 E., unsurveyed, sec. 9, excepting those portions withdrawn by Public Land Order 805; secs. 10 thru 15: secs. 16 and 21, excepting those portions withdrawn by Public Land Order 805; secs. 22 thru 27: secs. 28 and 33, excepting those portions withdrawn by Public Land Order 805; secs. 34 thru 36. T. 14 S., R. 54 E., unsurveyed, secs. 1 thru 3: secs. 4 and 9, excepting those portions withdrawn by Public Land Order 805; secs. 10 thru 15: secs. 16 and 21, excepting those portions withdrawn by Public Land Order 805; secs. 22 thru 27; secs. 28 and 33, excepting those portions withdrawn by Public Land Order 805; secs. 34 thru 36.

Tps. 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 S., R. 55 E., unsurveyed. T. 5 S., R. 55 1/2 E., unsurveyed, secs. 6 thru 8; secs. 16 thru 21: secs. 28 thru 33. Tps. 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 S., R. 55 1/2 E., unsurveyed. T. 16 S., R. 55 1/2 E., sec. 1, N1/2; sec 2, lots 1 and 2; NE1/4. T. 5 S., R. 56 E., unsurveyed, secs. 19 and 20; secs 27 thru 35. T. 6 S., R. 56 E., partly unsurveyed, secs. 2 thru 11; secs. 14 thru 23; secs. 25 thru 36. T. 7 S., R. 56 E., partly unsurveyed, secs. 1 thru 11; sec 13, W1/2; secs. 14 thru 23; sec. 24, NW1/4; secs. 26 thru 35. Tps. 8, 9, 10, 11, 12, 13, and 14 S., R. 56 E., unsurveyed. T. 15 S., R. 56 E. T. 16 S., R. 56 E., secs. 1 thru 6: sec. 8. lot 1: sec. 9, lot 1; Tracts 38, 39, 40, 41: Tract 42, lots A, B and C. T. 6 S., R. 57 E., sec. 30, lots 1 thru 4, E1/2NW1/4, E1/2SW1/4; sec. 31. T. 7 S., R. 57 E., sec. 6. Tps. 8, 9, 10, 11, 12, 13, 14, and 15 S., R. 57 E., unsurveyed. T. 16 S., R. 57 E., partly unsurveyed, secs. 1 thru 6;

sec. 7, NE1/4; secs. 8 thru 16; sec. 17, NE1/4; sec. 20, SE1/4SW1/4, S1/2SE1/4; secs. 21 thru 26; sec. 27, NE1/4; sec. 28, NW1/4NW1/4; sec. 29, N1/2NE1/4, NE1/4NW1/4; sec. 35, NE1/4; sec. 36. Tps. 8, 9, 10, 11, 12, 13, 14, and 15 S., R. 58 E., unsurveyed. T. 16 S., R. 58 E., unsurveyed, secs. 1 thru 10; secs. 15 thru 22; secs. 27 thru 34. T. 17 S., R. 58 E., secs. 1 thru 4; sec. 5, NE1/4; sec. 9, NE1/4; sec. 10, N1/2, N1/2SW1/4, SE1/4SW1/4, SE1/4; secs. 11 and 12; sec. 13, NW1/4; sec. 14, N1/2, NE1/4SW1/4, SE1/4; sec.15, NE1/4NE1/4.

Tps. 8, 9, 10, 11, 12, 13, and 14 S., R. 59 E., unsurveyed.

Extension of the Existing Land Withdrawal Nevada Test and Training Range Expansion

EC South/Range 77:

Mount Diablo Meridian, Nevada

- T. 9 S., R. 46 E., unsurveyed, secs. 16, 22, 25, 26, and 36.
- T. 9 S., R. 47 E., unsurveyed, secs. 31 and 32.
- T. 10 S., R. 47 E., partly unsurveyed, secs. 3 thru 11.
- T. 10 S., R. 48 E., unsurveyed, secs. 18 thru 20; secs. 27 thru 35.

Range 65D:

Mount Diablo Meridian, Nevada

T. 15 S., R. 54 E., unsurveyed, secs. 1 thru 3;
sec. 4, excepting those portions withdrawn by Public Land Order 805;
secs. 9 thru 16;
secs. 21 thru 28;
secs. 33 thru 36.

- T. 16 S., R. 54 E., secs. 1 and 2;
 sec. 3, lots 1 thru 4, S1/2NE1/4, S1/2NW1/4, N1/2SW1/4, and SE1/4;
 sec. 4, lots 1 thru 4, and S1/2NE1/4.
- T. 15 S., R. 55 E., unsurveyed.
- T. 16 S., R. 55 E., secs. 1 thru 6.
- T. 16 S., R. 55 1/2 E., sec. 1, lot 1, E1/2SW1/4, NW1/4SW1/4, and SE1/4; sec. 2, lots 3 thru 5, NE1/4SE1/4, and W1/2SE1/4.

Ranges 63/64:

Mount Diablo Meridian, Nevada

T. 16 S., R. 56 E.,

sec. 7, those portions lying northerly of the northerly right-of-way line of U.S. Highway 95; sec. 9, lot 2, that portion lying northerly of the northerly right-of-way line of U.S. Highway 95;

secs. 10 and 11, those portions lying northerly of the northerly right-of-way line of U.S. Highway 95;

sec. 12;

secs. 13 and 14, those portions lying northerly of the northerly right-of-way line of U.S. Highway 95;

Tract 37.

T. 16 S., R. 57 E., partly unsurveyed,

sec. 7, W1/2 and SE1/4;

sec. 17, W1/2 and SE1/4;

secs. 18 and 19, those portions lying northerly of the northerly right-of-way line of

U.S. Highway 95;

sec. 20, those portions lying northerly of the northerly right-of-way line of U.S. Highway 95, excepting those portions withdrawn by Public Law 106-65;

sec. 27, W1/2 and SE1/4;

sec. 28, those portions lying northerly of the northerly right-of-way line of U.S. Highway 95, excepting those portions withdrawn by Public Law 106-65;

secs. 33 and 34, those portions lying northerly of the northerly right-of-way line of U.S. Highway 95;

sec. 35, those portions lying northerly of the northerly right-of-way line of U.S. Highway 95, excepting those portions withdrawn by Public Law 106-65.

T. 17 S., R. 58 E.,

sec. 5, those portions lying northerly of the northerly right-of-way line of U.S. Highway 95, excepting those portions withdrawn by Public Law 106-65;

sec. 6, those portions lying northerly of the

northerly right-of-way line of U.S. Highway 95;

sec. 8, those portions lying northerly of the northerly right-of-way line of U.S. Highway 95; secs. 9 and 10, those portions lying northerly of the northerly right-of-way line of U.S. Highway 95, excepting those portions withdrawn by Public Law 106-65;

sec. 13, NE1/4 and S1/2;

secs. 14 and 15, those portions lying northerly of the northerly right-of-way line of U.S. Highway 95, excepting those portions withdrawn by Public Law 106-65;

Alamos:

Mount Diablo Meridian, Nevada

T. 16 S., R. 58 E., unsurveyed, sec. 11;
sec. 12, W1/2;
sec. 13, NW1/4, that portion lying westerly of the westerly boundary of Alamo Road;
sec. 14;
sec. 23, NE1/4 and W1/2;
sec. 26, W1/2.

T. 15 S., R. 59 E., unsurveyed, secs. 2 thru 11; secs. 14 thru 19;
sec. 20, W1/2, that portion lying westerly of the westerly boundary of Alamo Road; sec. 30, that portion lying westerly of the westerly boundary of Alamo Road; sec. 31, NW1/4.

Tps. 9, 10, 11, 12, 12 1/2, and 13 S., R. 60 E., unsurveyed.

T. 14 S., R 60 E., unsurveyed, secs. 1 thru 11;
sec. 12, NE1/4 and W1/2;
sec. 14, NE1/4 and W1/2;
secs. 15 thru 22;
sec. 23, NW1/4;
sec. 27, NW1/4;
secs. 28 thru 32;
sec. 33, NW1/4. T. 15 S., R. 60 E., unsurveyed, sec. 5, NW1/4; sec. 6; sec. 7, NE1/4 and W1/2.

- T. 9 S., R. 61 E., unsurveyed, secs. 3 thru 10; secs. 15 thru 22; secs. 27 thru 34.
- T. 10 S., R. 61 E., unsurveyed, secs. 3 thru 10; secs. 15 thru 22; secs. 27 thru 34.
- T. 11 S., R. 61 E., unsurveyed, secs. 3 thru 10; secs. 15 thru 22; secs. 27 thru 34.
- T. 12 S., R. 61 E., unsurveyed, secs. 3 thru 10; secs. 15 thru 22; secs. 27 thru 34.
- T. 12 1/2 S., R. 61 E., unsurveyed, secs. 31 thru 34.
- T. 13 S., R 61 E., unsurveyed, secs. 3 thru 10; secs. 15 thru 21; sec. 22, NE1/4 and W1/2; secs. 28, NE1/4 and W1/2; secs. 29 thru 31; sec. 32, NE1/4 and W1/2.

T. 14 S., R. 61 E., unsurveyed, sec. 6, NE1/4 and W1/2.

2. 37° 21' 58.059" N, 116° 16' 47.761" W 3. 37° 21' 58.095" N, 116° 14' 37.072" W 4. 37° 21' 5.713" N, 116° 14' 36.907" W 5. 37° 21' 5.787" N, 116° 13' 31.949" W 6. 37° 20' 13.544" N, 116° 13' 31.975" W 7. 37° 20' 13.520" N, 116° 11' 22.417" W 8. 37° 15' 12.777" N, 116° 11' 22.308" W 9. 37° 15' 11.799" N, 116° 11' 22.308" W 10. 37° 15' 5.903" N. 115° 55' 44.463" W 11. 37° 15' 5.901" N, 115° 55' 44.463" W 12. 36° 41' 5.612" N, 115° 55' 35.639" W 13. 36° 41' 5.214" N, 115° 58' 46.962" W 14. 36° 40' 39.148" N, 115° 58' 49.180" W 15. 36° 36' 2.052" N, 115° 58' 49.007" W 16. 36° 35' 53.685" N, 115° 59' 40.355" W 17. 36° 36' 4.217" N. 115° 59' 53.824" W 18. 36° 36' 9.276" N, 115° 59' 55.341" W 19. 36° 36' 8.728" N, 115° 59' 57.733" W 20. 36° 36' 3.887" N, 115° 59' 56.025" W 21. 36° 35' 50.469" N, 116° 0' 0.084" W 22. 36° 35' 18.907" N, 116° 3' 8.479" W 23. 36° 35' 16.600" N, 116° 3' 17.406" W 24. 36° 35' 13.568" N, 116° 3' 25.828" W 25. 36° 35' 8.944" N, 116° 3' 36.239" W 26. 36° 35' 3.549" N, 116° 3' 45.580" W 27. 36° 34' 59.674" N, 116° 3' 51.041" W 28. 36° 34' 39.269" N, 116° 4' 14.532" W 29. 36° 35' 49.437" N, 116° 4' 14.374" W 30. 36° 35' 49.432" N, 116° 4' 12.520" W 31. 36° 37' 26.874" N, 116° 4' 12.671" W 32. 36° 40' 13.347" N, 116° 7' 59.169" W 33. 36° 40' 13.390" N, 116° 26' 51.195" W 34. 37° 8' 48.338" N, 116° 26' 42.645" W 35. 37° 8' 48.333" N, 116° 26' 44.325" W 36. 37° 8' 48.153" N, 116° 27' 48.262" W 37. 37° 10' 40.083" N, 116° 27' 48.074" W 38. 37° 10' 40.082" N, 116° 28' 53.445" W 39. 37° 11' 31.246" N, 116° 28' 52.923" W 40. 37° 11' 31.226" N, 116° 29' 14.026" W 41. 37° 12' 22.985" N, 116° 29' 13.675" W 42. 37° 12' 22.895" N, 116° 29' 48.490" W 43. 37° 13' 15.652" N, 116° 29' 48.573" W 44. 37° 13' 15.421" N, 116° 30' 53.727" W 45. 37° 14' 7.358" N, 116° 30' 53.892" W 46. 37° 14' 7.400" N, 116° 31' 25.540" W 47. 37° 14' 59.704" N, 116° 31' 25.387" W 48. 37° 14' 59.671" N, 116° 31' 59.044" W 49. 37° 15' 52.726" N, 116° 31' 58.960" W 50. 37° 15' 52.750" N, 116° 32' 30.746" W

51. 37° 16' 44.881" N, 116° 32' 30.960" W

Nevada National Security Site

1. Start 37° 22' 50.147" N, 116° 16' 47.677" W

63. 37° 21' 57.799" N, 116° 25' 29.303" W 64. 37° 21' 57.993" N. 116° 23' 18.121" W 65. 37° 22' 49.752" N, 116° 23' 18.479" W

66. End 37° 22' 50.147" N, 116° 16' 47.677" W

- 62. 37° 21' 5.498" N, 116° 25' 29.196" W
- 61. 37° 21' 5.275" N, 116° 32' 33.807" W
- 60. 37° 22' 27.056" N, 116° 32' 33.834" W
- 59. 37° 22' 27.718" N, 116° 35' 15.912" W
- 58. 37° 19' 20.940" N, 116° 35' 14.954" W
- 57. 37° 19' 20.966" N. 116° 34' 9.201" W
- 56. 37° 18' 28.728" N, 116° 34' 8.844" W
- 55. 37° 18' 28.734" N, 116° 33' 36.863" W
- 54. 37° 17' 36.513" N, 116° 33' 37.247" W
- 53. 37° 17' 36.527" N, 116° 33' 4.054" W
- 52. 37° 16' 44.994" N, 116° 33' 3.697" W

Desert National Wildlife Range - MOU Joint-Use Area

- Township 9, S., R59E, R58E, R57E, R56E, *R55½E*, R55E to Nye County Line
- Township 10, S., R59E, R58E, R57E, R56E, *R55¹/₂E*, R55E to Nye County Line
- Township 11, S., R59E, R58E, R57E, R56E, *R55¹/₂E*, R55E to Nye County Line
- Township 12, S., R59E, R58E, R57E, R56E, *R55¹/₂E*, R55E to Nye County Line
- Township 13, S., R59E, R58E, R57E, R56E, *R55¹/₂E*, R55E to Nye County Line
- Township 14, S., *R59E W¹/₂*, R58E, R57E, R56E, *R55¹/₂E*, R55E, R54E to Nye County Line
- Township 15, S., R58E, R57E, R56E, R55½E that portion north of the Spotted Range Road
- 8. Township 16, S., R58E
 - a. Sections 1-10 incl; 15-22 incl; 27 and 34.
- Township 16, S., R57E Sec 1 thru 6, Sec 7, 8 thru 12 Sections 1-6 incl;
 - a. Sections 7 NE¹/₄;
 - b. Sections 8-12 incl.
- 10. Township 18, R62E
 - a. Sections 33-35 *S*¹/₂. (Nellis Small Arms Range)

A total of 826,000 Acres. (1991 draft description reads all of sections 32-36 and totals 828,392 acres)

Tonopah Test Range

(Ranges 4809 EC West, 4809A and 4809B) (DOE/AL Permit - DACA 09-4-89-64, April 1, 1989)

- Start Point: 37° 53' North, 116° 26' West;
- Thence 26 miles west to approximately 37° 53' North, 116° 55' West;
- 3. Thence South to approximately 37° 47' North, 116° 55' West;
- 4. Thence southeast to 37° 33' North, 116° 43' West;
- 5. Thence East to 37° 33' North, 116° 26' West;

Thence 24 miles North to beginning point. Containing 335,655 acres, more or less. Appendix D Public Law 106-65

Public Law 106-65 (S. 1338);

October 5, 1999

National Defense Authorization Act for Fiscal Year 2000

Appendix EEngle Act

§ 156. Approval by Congress necessary for withdrawal, reservation, or restriction of over 5,000 acres for any Department of Defense project or facility

No public land, water, or land and water area shall, except by Act of Congress, on and after February 28, 1958 be (1) withdrawn from settlement. location, sale, or entry for the use of the Department of Defense for defense purposes; (2) reserved for such use; or (3) restricted from operation of the mineral leasing provisions of the Outer Continental Shelf Lands Act [43 U.S.C.A. § 1331 et seq.], if such withdrawal, reservation, or restriction would result in the withdrawal, reservation, or restriction of more than five thousand acres in the aggregate for any one defense project or facility of the Department of Defense since February 28, 1958, or since the last previous Act of Congress which withdrew, reserved, or restricted public land, water, or land and water area for that project or facility, whichever is later.

(Pub.L. 85-337, § 2, Feb. 28, 1958, 72 Stat. 28.)

Historical Note

References in Text. The Outer Continental Shelf Lands Act, referred to in text, is Act Aug. 7, 1953, c. 345, 67 Stat. 462, as amended, which is classified generally to subchapter III (section 1331 et seq.) of chapter 29 of this title. For complete classification of this Act to the Code, see Short Title note set out under section 1331 of this title and Tables volume. Short Title. Pub.L. 85-337, Feb. 28, 1958. 72 Stat. 27, which enacted sections 155 to 158 of this title and section 2671 of Title 10. Armed Forces, and amended section 472 of Title 40, Public Buildings, Property and Works, is popularly known as the Engle Act.

Legislative History. For legislative history and purpose of Pub.L. 85-337, see 1953 U.S. Code Cong. and Adm.News, p. 2227.

Cross References

Applications for withdrawal, reservation or restriction under this section, see section 156 of this title.

Withdrawals or reservations of public lands which expired at end of unlimited national emergency of May 27, 1941, provisions of this section inapplicable to, see section 155 of this title.

§ 157. Applications for withdrawal, reservation, or restriction; specifications

Any application filed on and after February 28, 1958 for a withdrawal, reservation, or restriction, the approval of which will, under section 156 of this title, require an Act of Congress, shall specify—

(1) the name of the requesting agency and intended using agency;
(2) location of the area involved, to include a detailed description of the exterior boundaries and excepted areas, if any, within such proposed withdrawal, reservation, or restriction;

(3) gross land and water acreage within the exterior boundaries of the requested withdrawal, reservation, or restriction, and net public land, water, or public land and water acreage covered by the application;

(4) the purpose or purposes for which the area is proposed to be withdrawn, reserved, or restricted, or if the purpose or purposes are classified for national security reasons, a statement to that effect;

(5) whether the proposed use will result in contamination of any or all of the requested withdrawal, reservation, or restriction area, and if so, whether such contamination will be permanent or temporary;

(6) the period during which the proposed withdrawal, reservation, or restriction will continue in effect;

(7) whether, and if so to what extent, the proposed use will affect continuing full operation of the public land laws and Federal regulations relating to conservation, utilization, and development of mineral resources, timber and other material resources, grazing resources, fish and wildlife resources, water resources, and scenic, wilderness, and recreation and other values; and

(8) if effecting the purpose for which the area is proposed to be withdrawn, reserved, or restricted, will involve the use of water in any State, whether, subject to existing rights under law, the intended using agency has acquired, or proposes to acquire, rights to the use thereof in conformity with State laws and procedures relating to the control, appropriation, use, and distribution of water.

Pub.L. 85-337, § 3, Feb. 28, 1958, 72 Stat. 28.)

Historical Note

Short Title. Pub.L. 85-337, Feb. 28, 1958, 2 Stat. 27, which enacted sections 155 to 158 f this title and section 2671 of Title 10, writed Forces, and amended section 472 of "itle 40, Public Buildings, Property and Yorks, is popularly known as the Engle Act. Legislative History. For legislative history and purpose of Pub.L. 85-337, see 1958 U.S. Code Cong. and Adm.News, p. 2227.