

INTERAGENCY AGREEMENT
BETWEEN
THE UNITED STATES AIR FORCE
AND
THE BUREAU OF LAND MANAGEMENT
GOVERNING PREPARATION OF THE
NEVADA TEST AND TRAINING RANGE LAND WITHDRAWAL RENEWAL
LEGISLATIVE ENVIRONMENTAL IMPACT STATEMENT AND SUPPORTING CASE
FILE STUDIES

I. PARTIES TO THE AGREEMENT

This Interagency Agreement (herein Agreement) is made by and between the United States Air Force (herein USAF) and the Bureau of Land Management (herein BLM).

II. PREAMBLE

WHEREAS, the Military Lands Withdrawal Act of 1999, Pub. L. No. 106-65, (MLWA) withdrew from the public domain certain lands known the Nevada Test and Training Range (NTTR) and reserved such lands for military use;

WHEREAS, the NTTR land withdrawal expires November 6, 2021;

WHEREAS, in accordance with the MLWA, USAF intends to: advise Congress and the Secretary of the Interior of a continuing military need for the NTTR withdrawal; consult with the Secretary of the Interior concerning modifications to be made to the boundaries of the NTTR land withdrawal; submit an application to the Secretary of the Interior to extend and potentially modify the withdrawal of the NTTR; and submit a legislative proposal for such extension to Congress no later than May 1, 2020;

WHEREAS, BLM is responsible for processing applications to renew and potentially expand the NTTR land withdrawal in accordance with the MLWA, Section 204 of the Federal Land Policy and Management Act (FLPMA) (43 U.S.C. § 1714) and 43 C.F.R. part 2300.

WHEREAS, USAF is the lead agency (40 C.F.R. § 1501.5) and BLM is a cooperating agency (40 C.F.R. § 1501.6) for preparation of a legislative environmental impact statement (LEIS) for the proposed NTTR land withdrawal renewal;

WHEREAS, BLM has special knowledge and expertise regarding public lands that will assist USAF in successfully completing the LEIS and preparing case file information, studies, analyses and reports (materials) required under 43 C.F.R. § 2310.3-2;

WHEREAS, USAF and BLM recognize the importance of government-to-government relations with Native Americans and the participation of Native Americans in the NTTR land withdrawal renewal;

NOW, THEREFORE, the parties agree to work cooperatively in the following manner:

III. AUTHORITY FOR ENTERING INTO THIS AGREEMENT

The parties enter into this Agreement in accordance with the MLWA, FLPMA, and the National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321-4347).

IV. PURPOSE

The purpose of this Agreement is to facilitate the preparation of an LEIS that meets the requirements of the NEPA; the preparation of other case file materials as required for the withdrawal application under 43 C.F.R. § 2310.3-2; and the development of proposed legislation and findings and recommendations to submit to the Secretary of the Interior and then to Congress on the renewal and potential expansion of the NTTR land withdrawal.

V. RESPONSIBILITIES

1. USAF and BLM together will:

- (a) Follow procedures necessary to renew and potentially add land to the NTTR land withdrawal in compliance with the MLWA, FLPMA, NEPA and other applicable laws.
- (b) Inform each other of the date, time, location and purpose of major meetings involving designated representatives and/or third parties to discuss the NTTR land withdrawal renewal.
- (c) Protect interagency deliberative communications and information exchanged pursuant to the agreement, consistent with the USAF serving as the release authority under Freedom of Information Act procedures.

2. USAF will:

- (a) Communicate the execution of this Agreement to those elements throughout its chain of command working to complete tasks associated with the renewal of the NTTR land withdrawal.
- (b) Serve as the designated Lead Federal Agency for purposes of compliance, respectively, with consultation requirements under Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) and any consultation or conferencing responsibilities under Section 7 of the Endangered Species Act (16 U.S.C. § 1536), pursuant to 36 C.F.R. § 800.2(a)(2) and 50 C.F.R. § 402.07, respectively. Communications to consulted agencies for the NTTR land withdrawal action shall occur through the USAF as the lead agency for the action.
- (c) Designate points of contact for the LEIS and Cooperating Agency Coordinating Committee (CCC).
- (d) Chair an LEIS Technical Working Group that:

- i. Meets as needed to monitor preparation of the LEIS;
- ii. Provides representatives from the lead and cooperating agencies an opportunity to serve on the Technical Working Group;
- iii. Invites representatives from other agencies or organizations to participate in the Technical Working Group, as appropriate;
- iv. Reviews comments received during the scoping process for inclusion into the LEIS;
- v. Makes recommendations to the project team (lead and cooperating agencies);
- vi. Prepares and distributes minutes to Technical Working Group members;
- vii. Contacts the BLM, the Nevada State Historic Preservation Officer, Nevada Department of Wildlife and other Federal and state agencies as appropriate before collecting baseline data necessary for preparation of the LEIS;
- viii. Provides the BLM all of the information necessary to assist in developing the land withdrawal case file;
- ix. Ensures that a cultural resources use permit is obtained before gathering information concerning cultural resources in the project area; and
- x. Provides BLM a copy of all public comments received through the scoping process and on the draft LEIS.

3. In furtherance of Cooperating Agency responsibilities under 40 C.F.R. Part 1500, BLM will:

- (a) Communicate execution of this Agreement to the appropriate BLM offices and the Department of the Interior;
- (b) Designate lead points of contact for the NTTR land withdrawal renewal LEIS and case file review;
- (c) Complete NTTR land withdrawal support activities necessary to adhere to the NTTR land withdrawal project schedule (see Enclosure 1);
- (d) Review proposed methods and procedures for identifying natural and cultural resources in support of the LEIS before initiating field work;

- (e) Grant reasonable access to USAF and its consultants to BLM administered lands within the project area in a timely manner to collect baseline data necessary for LEIS preparation;
- (f) Review results of natural and cultural resources field work and any reports prepared as a result of field work before release of the information to the public;
- (g) Review and provide comments on drafts of environmental planning studies in accordance with the project schedule;
- (h) Review and provide comments on the draft and final LEIS, along with any requested supporting analysis, in accordance with the LEIS project schedule;
- (i) Participate in LEIS scoping and public hearings; and
- (j) Coordinate with USAF, as lead agency, to communicate issues and responses to consulting parties and other agency stakeholders.

VI. REIMBURSEMENT FOR SERVICES

1. USAF agrees to seek sufficient funding authority to reimburse BLM for the costs of providing the following services related to LEIS and case file preparation:

- (a) Review proposed methods and procedures for identifying natural and cultural resources in support of the LEIS before initiating field work.
- (b) Review results of natural and cultural resources field work and any reports prepared as a result of field work before release of the information to the public.
- (c) Work with the USAF in the development of reasonable range of alternatives for the LEIS.
- (d) Review and provide comments on drafts of environmental planning studies.
- (e) Review and provide supporting analysis for drafts of draft and final LEIS in accordance with the project schedule.
- (f) Participate in LEIS scoping and public hearings.
- (g) Complete land survey work necessary to support required legal descriptions as part of the NTTR LEIS and land withdrawal case file.
- (h) Assist in developing other case file materials necessary under FLMA to support the land withdrawal application.
- (i) Other services as agreed to by the parties.

2. Reimbursement for services described in paragraph 1. will be accomplished under the authority of the Economy Act (31 U.S.C. §§ 1535-36) using the ordering procedures described in Federal Acquisition Regulation Subpart 17.5 and Department of Defense Federal Acquisition Regulation Supplement Subpart 217.5 and forms agreed to by the USAF contracting officer and BLM. The parties may enter into multiple Economy Act orders as necessary under this Agreement. BLM may, in writing, request advance payment for all or part of the estimated cost of furnishing requested services.

3. Reimbursement for services under this Agreement and associated Economy Act orders shall not exceed a total of \$1,129,415.00 for fiscal years 2016, 2017 and 2018. USAF may approve an annual budget that exceeds one-third of the total services funds if BLM demonstrates the need for a higher percentage based on the scope of the work projected during the fiscal year.

4. Nothing in this Agreement shall be construed to provide for reimbursement for activities BLM is required by law to perform and for which it has received appropriations.

5. This Agreement is neither a fiscal nor a funds obligation document. Only an Economy Act order executed pursuant to this Agreement shall constitute an obligation of funds by USAF.

VII. DISPUTE RESOLUTION

1. Conflicting scientific evidence, if any, offered by the parties will be discussed in the NTTR land withdrawal renewal LEIS as long as such views are supported by credible scientific evidence.

2. Designated representatives on the Technical Working Group will make all reasonable efforts to informally resolve disputes related to the preparation of the LEIS.

3. If disputes cannot be resolved after 15 days following initiation of dispute resolution, either signatory of this Agreement may request elevation of the matter to their higher headquarters for resolution by issuing a written statement of dispute.

VIII. CONDITIONS

Both parties understand and mutually agree:

1. Implementation of this Agreement is of mutual benefit;

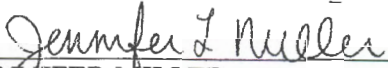
2. This Agreement may be modified or amended only by mutual agreement of the parties in writing and signed by each of the parties hereto;

3. Any documents or data exchange between the parties to the Agreement will not be released to a third party unless the designated representative of the party that generated the document or data approves the release;

4. Nothing herein contained shall be construed as limiting or affecting in any way the vested or delegated authority of the USAF and BLM; and

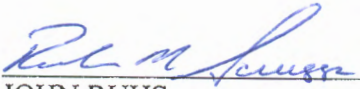
5. This agreement becomes effective when signed by all parties and shall remain in full force and effect until the submission of the case file and proposed legislation to the Secretary of the Interior or the project is canceled, but may be terminated by either party upon 45 days written notice to the other party.

JUN 23 2016



JENNIFER MILLER
Deputy Assistant Secretary of the Air Force
Installations

DATE

 (acting SA)

JOHN RUHS
Director, Nevada State Office
Bureau of Land Management

6/29/16

DATE

Enclosure 1: NTTR LEIS Project Schedule

- January - October 2016 – Complete Reviews of Biological and Cultural Survey Plans
- February 2016 - Mar 2017 – Air Force Conducts Biological Field Surveys
- July 2016 - Finalize Content of NTTR Land Withdrawal Application Packets, Property Legal Descriptions and the NTTR LEIS Notice of Intent
- August 2016 – Publish LEIS Notice of Intent
- September 2016 – Participate in LEIS Public Scoping Meetings
- September - December 2016 – Air Force Conducts Cultural Resource Field Surveys
- March 2017 – Draft Biological Assessment Delivered to the Government
- April 2017 – Preliminary Draft EIS Delivered to Government
- April - May 2017 – Complete Review of Preliminary Draft LEIS and Biological Assessment
- June 2017 – Participate in On-board Review of Preliminary Draft LEIS
- June – October 2017 – Endangered Species Act Section 7 Consultation
- July – August 2017 – Review Interim Draft LEIS
- November 2017 – Publish Draft LEIS
- December 2017 – Participate in Public Hearings on Draft LEIS
- May 2018 – Preliminary Final LEIS Delivered to the Government
- May – June 2018 – Government Review of Preliminary Final LEIS
- June 2018 – On-board Review of Preliminary Final LEIS
- July 2018 – Delivery of Interim Final LEIS
- September 2018 – Delivery of Final LEIS
- October 2018 – Publication of Final LEIS
- November 2018 – Delivery of the LEIS and Case file to BLM
- November 2018 to November 2019 – BLM Review and Processing of the Case file
- May 2020 – Secretary of the Interior Submits the Case file to Congress