

[BLM-MOU-###]

**Cooperating Agency**  
**Memorandum of Understanding**  
For Development of the  
**Project**  
**Environmental Impact Statement**  
Between  
**Bureau of Land Management, United States Department of the Interior**  
And  
**The State of Nevada**  
**Department of Conservation and Natural Resources**

**I. Introduction**

The Nevada Department of Conservation and Natural Resources (NDCNR) and the State of Nevada, Bureau of Land Management (BLM), herein referred to as “the parties”, are responsible for developing and implementing land use management plans, authorizing lands actions, and managing wildlife, wildlife habitat, and other natural resources within their respective jurisdictions.

Under the Federal Land Policy and Management Act (FLPMA) of 1976, as amended, the BLM is required to manage public lands and their various resource values, using principles of multiple use and sustained yield, to best meet the present and future needs of the American people. The term “public lands” means any land and interest in land owned by the United States within the State of Nevada and administered by the Secretary of the Interior through BLM, without regard to how the United States acquired ownership. The public lands and resources administered by the BLM were officially designated the National System of Public Lands in 2008, underscoring the landscape approach of managing the interconnected lands for multiple use.

**II. Purpose**

The Purpose of this project specific MOU is to:

1. Establish and maintain coordination and cooperation between the NDCNR and the BLM for their respective individual participation in the administration of the National Environmental Policy Act (NEPA) for the Project Environmental Impact Statement (EIS). This coordination allows for BLM to evaluate and address NDCNR comments and resolve issues early in the EIS process.
2. Develop and maintain common guidelines and procedures for expediting the NEPA process for approval of the Plans of Operations included in the Project.
3. Facilitate the administration, review, and approval of the Project EIS.

### **III. Authorities**

The laws and their associated implementing regulations cited below require or support this course of action.

A. The federal authorities applicable to this agreement for the BLM are:

1. U.S. Mining Law of May 10, 1872, as amended (30 U.S.C. 22 et. seq)
2. The Federal Land Policy and Management Act (FLPMA) of October 21, 1976 (43 USC 1737) Section 307 (b)
3. The National Environmental Policy Act (NEPA) of 1969 (42 USC 4321 et. Seq.)
4. The Council of Environmental Quality Regulations (40 CFR Parts 1500-1508)
5. The Alternative Dispute Resolution Act (ADRA) of 1990 (5 USC 581 et. Seq.)
6. Title 43 of the Code of Federal Regulations, Subparts 3802, 3809, and 3715
7. Memoranda of Understanding between BLM and NDCNR, numbers BLM-NV-MOU-NV934-2016-005 and BLM-MOU-NV930-1610-2019-017

B. The authorities applicable to this agreement for the NDCNR are:

1. Fish and Wildlife Coordination Act, 16 U.S.C. 661.
2. Applicable Nevada Revised Statutes (NRS) and Nevada Administrative Codes (NAC) in Chapters 232, 321, and 501.
3. NDCNR possesses the authority to enter into cooperative and reciprocal agreements under NRS 277.045.
4. Memoranda of Understanding between BLM and NDCNR, numbers BLM-NV-MOU-NV934-2016-005 and BLM-MOU-NV930-1610-2019-017.
5. Nevada Sagebrush Ecosystem Mitigation Regulation, LCB File No. R024-19 as amended in Chapter 232 of NAC.

### **IV. Responsibility**

A. The parties:

1. **Termination:** Either party may terminate the MOU in whole, or in part, at any time before completion of the EIS. Termination must be through written request and comply with section V (D) below.
2. **Participation in Similar Activities:** Acknowledge that this instrument does not restrict the BLM or the NDCNR from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **Sovereign Immunity:** Recognize and do not waive their respective sovereign immunities by entering into this MOU, and each fully retains all immunities, rights, and defenses provided by law with respect to any action occurring within the context of this MOU.
4. **Conflict Resolution:** Will attempt to resolve controversies through alternative dispute resolution methods that are mutually acceptable.

**B. The Bureau of Land Management will:**

1. Be the lead agency for the EIS.
2. Identify a primary liaison for NDCNR coordination.
3. Coordinate NEPA with the state permitting process to the extent possible.
4. Provide timely notification of meeting dates, deliverable due dates, and public comment opportunities.
5. Ensure compliance with the NEPA and associated Council of Environmental Quality Regulations (40 CFR Parts 1500-1508).
6. Determine the scope of the EIS and shall ensure environmental issues, effects, and reasonable alternatives are appropriately described and analyzed in the EIS.
7. Provide updates and briefings, at agreed upon times, to NDCNR.
8. Determine the extent and manner of release of data to governmental agencies and other interested parties in accordance with the Freedom of Information and Privacy act, BLM policy, and pertinent legal decisions.
9. Develop the EIS schedule and advise the NDCNR of any schedule changes.

**C. NDCNR will:**

1. Identify a principle NDCNR contact who will serve as a liaison to the BLM. The designated principle NDCNR contact will participate in meetings, site visits and/or conference calls, and review internal documents as requested by BLM.
2. Assist in the preparation and review of the EIS, as requested by the BLM.
3. Provide responses to data requests and provide review of comments within established timeframes.
4. Provide comment to BLM on issues of particular concern, if any, during the NEPA scoping process.
5. Comment on the EIS within NDCNR's jurisdiction.
6. Prior to publication of the preliminary and final analyses, maintain the confidentiality of pre-decision work products, proprietary information, and sensitive resource data and locations.

**V. Administration**

- A. The BLM shall timely notify the NDCNR of pertinent meetings. EIS meeting summaries between the parties would be prepared by the BLM. The BLM reserves the right to consult and coordinate with other federal, tribal, state, and local government agencies during the preparation of the EIS.
- B. Nothing in this MOU will be construed as limiting or affecting in any way the authority or legal responsibility of the NDCNR or the BLM to perform beyond the respective authority of each, or as requiring either party to assume or expend any sum in excess of appropriations available.
- C. Amendments or supplements to this MOU may be proposed by either party and shall become effective upon written approval by both parties of such amendments or supplements.

- D. This MOU shall become effective when signed by the parties hereto. This Memorandum may be formally terminated by either party 30 days following written notice to the other of the intention to do so.
- E. Each and every provision of this MOU is subject to the laws of the United States, the regulations of the Secretary of the Interior, and the laws of the State of Nevada.

In Witness whereof, the parties herein, Bureau of Land Management, and the Nevada Department of Wildlife have caused this document to be executed as of the date of the last signature shown below.

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