

**MEMORANDUM OF AGREEMENT
BETWEEN U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
LAS VEGAS FIELD OFFICE AND
CITY OF LAS VEGAS**

Summary: This Memorandum of Agreement ("MOA") is made and entered into by and between City of Las Vegas ("City"), and the United States of America, by and through the Department of the Interior, the Bureau of Land Management ("Bureau" or "BLM"), acting pursuant to the Federal Lands Policy and Management Act of 1976, 43 U.S.C. 1701 et seq. (as amended), the Recreation and Public Purpose Lease Act of June 14, 1926, as amended and codified at 43 U.S.C. 869 et seq. and the Southern Nevada Public Land Management Act of 1998 ("SNPLMA"), P.L. 105-263, and all other applicable Federal and State legislation. The City and BLM are sometimes collectively referred to herein as the "Parties."

RECITALS

Whereas, the City and the BLM entered an agreement on April 25, 2016 titled Memorandum of Agreement between U.S. Department of the Interior Bureau of Land Management Las Vegas Field Office and City of Las Vegas ("MOA 2016"); and

Whereas, the MOA 2016 agreement has expired; and

Whereas, the City and the BLM desire the terms of the MOA 2016 to continue uninterrupted; and

Whereas the City and the BLM desire to enter into a new agreement to replace MOA 2016.

Now therefore, in consideration of the foregoing recitals the Parties hereby agree as follows:

AGREEMENT

1. PURPOSE:

This MOA sets forth the intent for the City and the BLM to manage, streamline and expedite the process and completion of the City's lands and realty workload at the Bureau of Land Management, Las Vegas Field Office.

This MOA sets forth the understanding, duties and role of a City Liaison working in the capacity as a Realty Specialist in the Bureau of Land Management, Las Vegas Field Office. Said duties and roles are identified in Exhibit "A" and by this reference is incorporated herein.

2. AUTHORITY:

The BLM enters into this MOA under the authority contained in Sec. 307(b), Federal Land Policy and Management Act (FLPMA) of October 21, 1976, P.L. 94-579 (90 STAT. 2763, 43 USC! 733), and Section 202(c)(9) of FLPMA as delegated in BLM Manual 120 and Nevada Supplement. The City enters into this MOA under the authority contained in NRS 277-180.

3. DEFINITIONS:

A. "Memorandum of Agreement" ("MOA") means this MOA between the Bureau of Land Management and City of Las Vegas.

B. "BLM" means Las Vegas Field Office, Bureau of Land Management, Las Vegas Field Office

C. "City" means the City of Las Vegas, Clark County, Nevada.

D. "City Council" means the governing body of City of Las Vegas.

E. "Field Manager" means the Field Manager for the Las Vegas Field Office, Bureau of

Land Management.

F. "Assistant Field Manager" ("AFM") means the Assistant Field Manager for the Las Vegas Field Office, Bureau of Land Management.

4. AGREEMENT:

A. The City shall designate an employee who is authorized to act as a Liaison with the BLM. Unless otherwise stated, this person shall be a Realty Specialist or Equivalent position.

C. The BLM will provide the City with a copy of the position description and performance standards of this position.

D. The BLM AFM, Lands Division may meet with the Liaison's manager as needed to discuss the Liaison's position or performance.

E. The Liaison will have the authority to represent City of Las Vegas in all land use issues, as directed by the City Manager.

F. The Liaison will be able to work at their own convenience, and will be given security clearance and limited BLM computer, and door access to the BLM, Las Vegas Field Office facilities, between the hours of 8:00 am and 4:30 pm Pacific Standard Time. (Not including Federal Holidays or other Federal Office Closures)

G. The employee will be able to independently utilize the Bureau's external automated lands and records systems and other applications to document all.

H. The Liaison will have the authority to voice the City's position on the resolution of some lands issues and/or problems.

5. BLM DUTIES:

A. Provide Liaison with security clearance and limited door access for the hours of 8:00 am—4:30 pm.

B. Provide Liaison with access to BLM facilities and parking.

C. Provide Liaison with cubicle desk and phone.

D. Provide Liaison with government computer access, including assigned email and required software.

E. Provide Liaison access to facilities equipment, including copier and fax machine.

F. Provide limited computer access to E-Planning.

G. Date stamp City Land Use Applications, and other documentation or correspondence, upon receipt.

H. Serialize Applications and/or Conveyances Requests, and assign casefile number.

I. Create a casefile jacket for each project.

J. Assign a BLM Realty Specialist for Lands and Realty Training and questions.

K. Assign a land law examiner to Liaison.

L. Enter data into LR2000 to bureau-wide standards for all case processing and administration actions.

6. SKILL OR RELEVANT EXPERIENCE AND TRAINING REQUIREMENTS:

A. Federal Information System Security Awareness Training

B. Privacy and Records Management Training

C. Equal Employment Opportunity Training

- D. Sexual Harassment Training
- E. Map Reading
- F. Legal Descriptions and Land Status
- G. E—Planning
- H. Technical Writing
- I. NEPA Concepts - Module 1 and 2
- J. NEPA Analysis Process
- K. NEPA Analyzing Impacts
- L. NEPA—CX
- M. NEPA—DNA
- N. Purpose and Need
- O. On-the-job training of Realty Specialist duties

7. MISCELLANEOUS:

A. The Liaison utilized under this MOA are not Federal Employees for the purposes of laws administered by the Office of Personnel Management (“OPM”) and do not have entitlement to any Federal pay or benefits such as insurance, retirements and leave.

B. The BLM shall have no responsibility for expenses of City employees, for which the Liaison has full and exclusive responsibility.

C. The Liaison will not be a government employee and is not authorized to undertake a government function or activity on behalf of the BLM beyond routine Liaison duties.

D. The Liaison shall not engage in activities which would reasonably lead the visiting public to conclude that they are Government employees.

E. The Liaison shall not have access to any information not otherwise subject to disclosure under applicable law such as the Freedom of Information Act.

F. Liaison Personnel Security and Suitability Requirements: Performance of this MOA requires the Liaison to have a Federal government-issued personal identification card before being allowed unsupervised access to a DOI facility and information system. The AFM will be the sponsoring official, and will make the arrangement for personal identity verification and card issuance.

G. At least (2) weeks before start of a new Liaison, the City will identify the Liaison personnel who will require physical and logical access for performance of work under this MOA. The City must make their personnel available at the place and time specified by the Program Office in order to initial screening and background investigations. The following forms, or their equivalent, may be used to initiate the credentialing process: OPM Standard Form 85 or 85P, OF 306 Fingerprint card (local procedures may require the fingerprinting to be done at a police station; in this cases, and charges are to be borne by the City) Release to obtain Credit Information PIV card application and enrollment in the USAccess System.

H. City employees are required to give, and to authorize others to give, full, frank and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the City personnel being screened or investigated in person, by telephone or in writing, and the City agrees to make them available for such contact.

I. Alternatively, if an individual has already been credentialed by another agency through

OPM, and that credential has not yet expired, further clearance may not be necessary. Provide the sponsoring office with documentation that supports the individual's status. During performance of the MOA, the City will keep the AFM apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the AFM within 24 hours. Replacements will be at the City's expense. If reissuance of expired credentials is needed it will be coordinated through the AFM.

J. At the end of the MOA's performance, or when a City employee is no longer working under this MOA, The City will ensure that all identifications are returned to the AFM. Before starting work under this MOA, a National Agency Check (NAC) which will be conducted to verify the identity of the individual apply for clearance. Upon successful completion of the NAC process, and identification card will be issued and access granted.

K. Simultaneously, and NAC with Inquiries (NACI) will be initiated to determine the individual's suitability for the position. If the NACI adjudication is favorable, nothing more needs to be done. If the adjudication is unfavorable, the credentials will be revoked. In the event of a disagreement between the City and Government concerning the suitability of an individual to perform work under this MOA, DOI shall have the right of final determination.

L. Before the Liaison is granted access to the BLM Federal computer system they must first successfully complete the U.S. Department of the Interiors' (DOI) Federal Information Systems Security Awareness Online Course. This course was designed specifically for users of Federal computer systems. The course is a Web-based training product that explains the importance of Information Systems Security and takes approximately one hour to complete. This course is mandatory for all department of the Interior employees, contractors, and all other users of DOI computer resources. Topics covered in the course include: threats and vulnerabilities, malicious code, user responsibilities, and new developments affecting Information systems Security.

8. GOVERNMENT FURNISHED PROPERTY:

A. Furniture and Office supplies furnished by the BLM to the City will be used for official purposes only and will be subject to the terms of the agreement. Furniture and Office Supplies will be returned in the same condition received except for normal wear and tear in project Use.

B. The Use of a government vehicle as a driver or passenger is not allowed.

9. LIABILITIES:

A. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provide by Congress under the Federal Tort Claims Act {28 U.S.C. 1346(b), 240 l(b), 2671-2680 , as amended by P.L. 89-506, 80 Statue 306}."A request to extend the MOA will be requested by the City and submitted to the AFM at least 30 days prior to the expiration date of the MOA. A request for an extension that is received by the AFM after the expiration date may not be honored.

B. Either party to this MOA may terminate the Agreement after thirty (30) days prior written notice to the other party. During the intervening thirty days, the parties agree to actively attempt to resolve any outstanding disagreements or disputes. After termination, all City land use actions will be transferred to the BLM staff for processing.

MEMORANDUM OF AGREEMENT

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of Execution by City: _____

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 4/4/23
John S. Ridilla Date
Deputy City Attorney

BUREAU OF LAND MANAGEMENT

By: _____
Angelita S. Bullets, District Manager

Date of Execution by BLM: _____

EXHIBIT "A"

1. The Liaison will submit Land Use Applications, Conveyance Requests, and other documentation and correspondence on behalf of the City, for the purpose of various needed land use actions.
2. The Liaison will determine land ownership and status, review applications, plans of development, and conduct field examinations.
3. The Liaison will analyze and process a wide variety of lands and realty actions for the City including rights-of-way, land conveyances, Recreation and Public Purposes (R&PP) leases, and permits, assignments, and relinquishments.
4. The Liaison will stream line the pre-application and application process for ROW applications, Recreation and Public Purpose Leases and Conveyances.
5. The Liaison will determine NEPA Document needed for project.
6. The Liaison will enter projects into E-Planning for NEPA Review from BLM Resource Specialists.
7. The Liaison will prepare environmental documents on all types and complexities of realty work.
8. The Liaison will submit Notification letters to adjacent ROW holders.
9. The Liaison will complete all ROW steps for processing.
10. The Liaison will perform long-term monitoring of authorizations issued to City of Las Vegas.
11. The Liaison will prepare or request required reports and assessments that consider all issues such as cadastral survey, hazardous materials, appraisals, cultural input, mineral, title grant authorizations, decision letters, enforceable terms and conditions.
12. The Liaison is responsible for calculation and determining realty lands cost recovery, rental and monitoring fees, if applicable.
13. The Liaison will conduct pre-application meetings with the BLM, as needed.
14. The Liaison will represent the City for meetings related to their land use actions, and/or City topic of discussion or interest.
15. The Liaison will independently prepare and disseminate Notice of Realty Actions when required.
16. The Liaison will submit and route all project letters to management for approval.
17. The Liaison will provide renewal application for ROWs due to expire within 120 calendar days of expiration.
18. The Liaison will provide renewal applications for R&PPS due to expire within 180 calendar days of expiration.
19. The Liaison will process all City projects, with the exception of developer driven applications which may be done by the City on a case by case basis.