

MEMORANDUM OF UNDERSTANDING

Between

THE UNITED STATES AIR FORCE and DEPARTMENT OF INTERIOR

Establishing

THE DESERT NATIONAL WILDLIFE REFUGE and NEVADA TEST AND TRAINING
RANGE INTERGOVERNMENTAL EXECUTIVE COMMITTEE

This is a memorandum of understanding (MOU) between the Department of the Air Force (DAF) and the Department of the Interior (DOI). When referred to collectively, the DAF and DOI are referred to as the “Parties.”

1. PURPOSE

This MOU establishes the Desert National Wildlife Refuge (DNWR) and Nevada Test and Training Range (NTTR) Intergovernmental Executive Committee (IEC), pursuant section 2844(b)(2) of the William M. (Mac) Thornberry National Defense Authorization Act (NDAA) for Fiscal Year 2021 (P.L. 116-283), for the purpose of exchanging views, information, and advice relating to the management of the natural and cultural resources and discussing and making recommendations to the Interagency Committee (IC) with respect to public access needs and requirements within the joint operating areas of the DNWR.

2. AUTHORITIES

a. Military Lands Withdrawal Act of 1999 (Title XXX of Public Law (P.L.) 106–65; 113 Stat. 887), as amended by; Section 2844(b), William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (PL 116-283)

b. Sikes Act (as amended, 16 U.S.C. section 670 *et seq*)

c. Fish and Wildlife Coordination Act (16 USC 661-667E, 668aa-668cc-6); National Refuge System Administration Act of 1966 (16 U.S.C. 668dd - 668ee), as amended.

3. UNDERSTANDING OF THE PARTIES

a. The IEC is intended to facilitate dialogue, exchange information, and obtain ideas from stakeholders regarding the management of the natural and cultural resources with respect to the joint operating areas within the DNWR.

b. The IEC will also foster and receive ideas on public access and recreational resources, as well as other items of related interest.

c. The IEC will make recommendations to the IC on public access needs and requirements.

d. The IEC is not a decision-making entity.

e. Nothing in this MOU obligates the Parties to expend funds in excess of appropriation authorized by applicable law and administratively allocated for the purpose of managing DNWR and NTTR lands and resources.

f. The Commander of Nevada Test and Training Range and the Project Leader of the Desert National Wildlife Refuge Complex will each appoint a person to participate in the IEC and serve as a liaison to the IEC. In addition, the IEC Liaison will assist Chairperson of the IEC with the administrative and logistical tasks needed to host an IEC meeting. The IEC Liaisons from the Air Force and USFWS will alternate meetings assisting the IEC Chairperson with administrative and logistical tasks.

4. IEC MEMBERSHIP

a. The Vice Director of NTTR will serve as the DAF representative to the IEC. If unable to attend, the DAF may send an alternate.

b. The Assistant Regional Director for the National Wildlife Refuge System in Region 8 will serve as a DOI representative. If unable to attend, the USFWS may send an alternate.

c. The DAF and DOI representatives shall jointly invite the below-listed organizations to appoint an individual to be part of the IEC. In general, each member of the IEC will be appointed to serve a term of 4 years. However, and only for the initial set of invitations, members from every other organization list below will be invited to serve for a term of two years. If a member is unable to attend a meeting, the sponsoring organization may send an alternate.

- The Nevada Department of Wildlife;
- Clark, Lincoln, and Nye County Governments;
- Native American Tribes:
 - Bishop Paiute Tribe
 - Chemehuevi Indian Tribe
 - Colorado River Indian Tribe
 - Duckwater Shoshone Tribe
 - Ely Shoshone Tribe
 - Fort Independence Indian Tribe
 - Kaibab Band of Southern Paiutes
 - Las Vegas Paiute Tribe
 - Lone Pine Paiute-Shoshone Tribe
 - Moapa Band of Paiutes

Paiute Indian Tribe of Utah
Timbisha Shoshone Tribe
Yomba Shoshone Tribe
Benton Paiute Indian Tribe
Big Pine Paiute Tribe
Ft Mojave Tribe

d. The DAF and DOI representatives shall confer and jointly invite no more than three private individuals. In the absence of any of these individuals, no alternate will be accepted for the meetings.

e. The DAF and DOI representatives may designate such additional members as they jointly determine appropriate.

f. Each member shall serve voluntarily and without compensation.

g. Any member of the IEC may withdraw from the IEC at any time through written notice to the IEC.

h. The IEC member organization may reappoint or replace an IEC member if: (i) the term of the member has expired; (ii) the member has resigned; or (iii) the position held by the member has changed to the extent that the ability of the member to represent the group or entity that the member represents has been significantly affected.

5. OPERATION OF THE IEC

a. The IEC is established for the purpose of facilitating the exchange of views, information, and advice in matters regarding the management of natural resources, cultural resources, cultural practices, and recreational resources on joint operating areas within the DNWR.

b. Members of the IEC will elect from among the members a Chairperson and Vice-Chairperson to serve two-year terms.

c. IEC members and the public may express their views with respect to the purposes for which the IEC was created.

d. The IEC will meet no less than three times each calendar year with additional meetings scheduled as necessary. At each meeting, the IEC will agree on a date and location for the next meeting. The location of the meetings of the IEC will rotate to facilitate ease of access for all members of the IEC. Every meeting will provide the opportunity for virtual participation by IEC members. Meeting location, time, and agenda will be publicly announced in advance. The minutes for each meeting shall include a schedule for preparing the next meeting agenda. The meetings of the IEC shall be open to the public and meeting materials be made available to the public.

e. A “quorum” is to be defined as “the members who are present during each meeting.”

f. Participation in the IEC does not expand or diminish any participating organization's authority, responsibility, or liability with regard to management of the DNWR and NTTR beyond that established by law or regulation, Cooperative Agreement, or policy; nor does participation otherwise modify the respective duties, obligations, rights, privileges, or immunities of any participating organization; nor does participation modify, in any manner, other agreements, rights granted by a treaty or otherwise between any participating organizations.

g. The IEC Liaisons are appointed and managed by the Air Force and USFWS but are not members of the IEC. IEC Liaisons shall participate in the IEC and assist Chairperson of the IEC with administrative and logistical support needed to host an IEC meeting, including preparing meeting agendas, coordinating meetings, drafting meeting minutes, providing presentations, communicating regularly with members. The IEC Liaisons shall also be responsible for ensuring that IEC issues and concerns pertaining to specific management-related items are presented to the IC for consideration and possible action.

6. RESPONSIBILITIES OF THE IEC CHAIRPERSON AND VICE-CHAIRPERSON

a. The Chairperson shall ensure IEC meetings are conducted in good order and ensure IEC members and members of the public are afforded appropriate time to present their views.

b. The Chairperson shall schedule no fewer than three IEC meetings within the calendar year.

c. The Chairperson shall direct the designated IEC Liaison to develop and distribute the meeting agenda.

d. The Chairperson shall direct the designated IEC Liaison to coordinate with the hosting venue for IEC meetings, as necessary.

e. The Chairperson shall direct IEC Liaison to compile attendee list and forward invitations to attendees.

f. The Chairperson shall direct the designated IEC Liaison to draft meeting minutes and forward those minutes to IEC members within 30 days after the date of the meeting. These meeting minutes will be retained on file publicly.

g. The Vice-Chairperson shall perform the duties of the Chairperson when the Chairperson is unavailable.

7. FUNDS AND MANPOWER

This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.

8. MODIFICATION OF THE MOU

This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

9. DISPUTES

Any disputes relating to this MOU will, subject to any applicable law or Executive Order, be resolved by consultation between the Parties.

10. TRANSFERABILITY

This MOU is not transferable except with the written consent of the Parties.

11. ENTIRE UNDERSTANDING

It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

12. NO THIRD-PARTY BENEFICIARIES

Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

13. POINTS OF CONTACT (POCS)

The following POCs will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.

a. For DAF: Range Liaison, NTTR/XP
3770 Duffer Drive
Nellis AFB, NV 89191
nttrxpbranch@us.af.mil
702-653-4650

b. For DOI: Project Leader, Desert National Wildlife Refuge Complex
16001 Corn Creek Road
Las Vegas NV 89124-8402
desertcomplex@fws.gov
702-515-5451

14. APPROVAL

This MOU will become effective immediately on the date the last signature is affixed.

15. SIGNATURES

MORIARTY.R
OBERT.E.101
3267584

Digitally signed by
MORIARTY.ROBERT.E.
1013267584
Date: 2023.05.26
11:31:25 -04'00'

26 May 2023

ROBERT E. MORIARTY, P.E.
Deputy Assistant Secretary of the Air Force
(Installations)

Date

PAUL SOUZA
Regional Director
Pacific Southwest Region
U.S. Fish and Wildlife Service

Date