

MOU#

**Cooperating Agency**  
**Memorandum of Understanding**  
For Development of the  
**Burning Man Event SRP EIS**  
Between  
**Winnemucca District, Black Rock Field Office**  
**Bureau of Land Management, United States Department of the Interior**  
And  
**Washoe County, Nevada**

**I. Introduction**

Under the Federal Land Policy and Management Act (FLPMA) of 1976, as amended, the Bureau of Land Management (BLM) manages more than 245 million acres of public land located primarily in 12 Western states, including Alaska. The BLM also administers 700 million acres of sub-surface mineral estate throughout the nation. The agency'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.

The term "public lands" means any land and interest in land owned by the United States 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.

*Executive Summary of Black Rock City Proposal*

Black Rock City (BRC) is requesting a ten-year permit to produce the Burning Man event in the southern part of Nevada's Black Rock Desert from 2019 through 2028 with a maximum population of 80,000-100,000 people. The Event would last eight days and culminate on Labor Day. BRC would start building infrastructure up to 35 days before the Event starts and would finish site clean-up 35 days after the Event ends. BRC would have the ability to expand the existing Closure Order boundary in the northeast, adding 561 acres to accommodate a 10-mile Event perimeter fence and a growing population over the life of the 10-year SRP.

During the Event, the 8-Mile entrance to the playa would be closed to the public, but the 3-Mile entrance, 12-Mile entrance, East Playa Highway and West Playa Highway (to the north and south of the perimeter fence) would remain open. BRC would conduct Leave No Trace on site during and at the conclusion of the Event, and would return to the Black Rock Desert in the spring to conduct additional environmental mitigation as needed.

BRC would mitigate traffic to and from Burning Man through a combination of existing programs: a) alternative transportation, b) vehicle passes, c) arrivals during build week, and d)

Gate opening times and metered Exodus. Burner Express Bus (BxB) would expand to accommodate a greater number of passengers and a higher percentage of the population, as would Burner Express Air (BxA).

BRC has required vehicle passes (in the form of scannable stickers) on every vehicle entering the Event since 2013. The number of vehicles passes in distribution has not changed since their introduction and would not change in the future, even with an increase in population; the number of people and vehicles accessing the Event site during build week would, however, increase with an increase in population to accommodate staff, artists, theme camps, and mutant vehicles arriving pre-event. Exodus would continue to be monitored and managed by BRC to create smoother traffic flows at the end of the event.

BRC would manage environmental and vending programs to ensure compliance with all BLM requirements and to educate participants about regulations and best practices. BRC would provide for and manage dust abatement and sanitation. Registration and placement of mutant vehicles, art, theme camps, would all be managed by BRC, as would city layout. Playa Restoration would provide on and off-site clean-up post-event, including along nearby roadways. BRC would protect the playa surface and NCA with procedures for open fires, fire containment, burn locations, post holes and trenches, cultural resources, and hot springs protection. BRC would coordinate and work closely with BLM and Pershing County to provide appropriate and reasonably necessary levels of law enforcement at the Event. BRC would work with the Burning Man permit cooperating agencies (“Cooperators”) that support public health and safety efforts onsite and in nearby communities - including the Washoe County Sheriff’s Office (“WCSO”), Pyramid Lake Paiute Tribal (“PLPT”), and Nevada Highway Patrol (“NHP”) – to provide traffic enforcement in their respective areas of jurisdiction, including the towns of Gerlach and Empire.

BRC would manage and provide Basic Life Support (“BLS”) and Advanced Life Support (“ALS”) on site, available to all participants, staff, and official personnel. BRC’s ALS and BLS services would comply with all applicable federal, state, and local requirements. Medical services are currently, and would continue to be, provided and managed by BRC’s Emergency Services Department (“ESD”). ESD would provide first-aid stations placed strategically around the Event site, beginning operations at least four days prior to the Event start and ending operations approximately two days after the Event is over. The first-aid stations would provide BLS services and basic first aid to participants 24 hours per day during the operational period and would be staffed by qualified, trained, licensed medical professionals. BRC would provide ambulance services that comply with all federal, state, and local requirements. BRC would provide security functions including searching vehicles in ticket scanning lanes at the Burning Man Gate (“Gate”), patrolling the Burning Man perimeter fence, enforcing driving rules, and serving as facilitators with law enforcement on numerous issues including vehicle speed and registration, child safety, evictions, and community mediation. Fire suppression, and rescue equipment and personnel would be available 24 hours per day to respond to vehicular and/or structural incidents from four days prior to the start of the Event until two days after its conclusion.

Each year, the Event population would be capped. The population count under this cap would include all attendees of the Event including participants, staff and volunteers present at any

single point in time. The population would not include government personnel, or BRC vendors who provide infrastructure services on site, such as sanitation, dust abatement and potable water. BRC would provide population counts to BLM each day for the duration of the Closure Order and would submit a summary report post-event. BRC would also provide BLM with a population prediction model in advance of the Event to help ensure appropriate planning and implementation for public health and safety.

## **II. Purpose**

The Purpose of this project specific MOU is to:

Establish and maintain coordination and cooperation between the Washoe County and the WD BRFO for their respective individual participation in the National Environmental Policy Act (NEPA) process for the Burning Man Event SRP Environmental Impact Statement (EIS). This coordination allows for BLM to evaluate and address Washoe County comments and resolve issues early in the EIS process.

## **III. Authorities**

The laws and their associated implementing regulations cited below require or support this course of action. The federal authorities applicable to this agreement for the BLM are:

1. Federal Land Policy and Management Act, 43 U.S.C. 1701 et seq.
2. Federal Land Recreation Enhancement Act, 16 U.S.C. 6801 et seq.
3. 43 CFR §2930 Permits for Recreation on Public Lands
4. The National Environmental Policy Act (NEPA) of 1969, 42 USC 4321 et seq.
5. The Council of Environmental Quality Regulations (40 CFR Parts 1500-1508)
6. The Alternative Dispute Resolution Act (ADRA) of 1990, 5 USC 581 et seq.

## **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 cooperating agency 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:**

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1. Be the lead agency for the EIS.
2. Identify a primary liaison for Washoe County 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 Washoe County.
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 Washoe County of any schedule changes.

### **C. Washoe County will:**

1. Identify a principle contact who will serve as a liaison to the BLM. The designated principle 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 cooperating agency 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 to the extent allowed by state law.

## **V. Administration**

- A. The BLM shall timely notify the cooperating agency 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 cooperating agency 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.

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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, the Field Manager, Black Rock Field Office, Winnemucca District, Bureau of Land Management, and the Washoe County have caused this document to be executed as of the date of the last signature shown below.

**VI: Signatures**

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**Signature**

**Date**

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**Title**

**Print Name:**

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David Solaro, Arch., P.E.,  
Assistant County Manager  
Washoe County

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**Signature**

**Date**

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**Title**

**Print Name:**

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Black Rock Field Manager  
Bureau of Land Management  
U.S. Department of the Interior  
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