

**Memorandum of Agreement
Between
The Department of Energy, National Nuclear Security
Administration
and
The Nevada State Historic Preservation Office**

**Regarding the Remodeling of Building 03-53 (Area 3) at Sandia National Laboratories,
Tonopah Test Range, Nevada**

WHEREAS, the United States Department of Energy/National Nuclear Security Administration (DOE/NNSA) proposes to renovate Building 03-53 located in Area 3 at the Tonopah Test Range (TTR) (undertaking); and

WHEREAS, the DOE/NNSA has determined the proposal constitutes an undertaking, as described in Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, the DOE/NNSA has determined the undertaking will have an adverse effect upon Building 03-53 (Area 3), a historic property that is a contributing element to the Sandia National Laboratories (SNL), TTR Historic District, which is eligible for inclusion in the National Register of Historic Places under the Secretary's Significance Criterion A; and

WHEREAS, the DOE/NNSA has defined the undertaking's Area of Potential Effect as Building 03-53 and Area 3 (Attachments A); and

WHEREAS, the DOE/NNSA has consulted with the State Historic Preservation Officer (SHPO) concerning this undertaking pursuant to 36 CFR 800, the regulations implementing 54 U.S.C. § 306108; and

WHEREAS, the DOE/NNSA has consulted with thirty-three (33) Native American tribal representatives, and four city and county governments to identify potential consulting parties (Attachment B) and none were identified; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the DOE/NNSA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation pursuant to 36 CFR § 800.11(e) and the ACHP has chosen not to participate in consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the DOE/NNSA and the SHPO agree that, upon DOE/NNSA's decision to proceed with the remodeling project, the undertaking shall be implemented in accordance with the following stipulations to take into account the effects of this undertaking on historic properties.

STIPULATIONS

The DOE/NNSA shall ensure the following measures are carried out:

A. Documentation of Building 03-53

1. DOE/NNSA shall take detailed interior and exterior large format black and white photographs of Building 03-53 prior to renovation. Photographs will be consistent with the National Park Service's Heritage Documentation Programs HABS/HAER/HALS Photography Guidelines published November 2011, updated June 2015 (<https://www.nps.gov/hdp/standards/PhotoGuidelines.pdf>).
2. DOE/NNSA shall take photographs of the environmental view showing the building as part of its larger landscape consistent with the standards identified in Stipulation A.1 above.
3. DOE/NNSA shall prepare a photo log describing each view with the file name, direction of view, and description of view.
4. DOE/NNSA shall submit draft digital copies of the photographs and the photo log to the SHPO at least thirty (30) days prior to the initiation of any undertaking activities that would be visible in any image.
 - a. The SHPO will review the documentation for completeness within fifteen (15) days of receipt. The SHPO will send its comments to DOE/NNSA for action, if needed.
 - b. DOE/NNSA shall review and address the changes requested by the SHPO and shall submit the draft final documents to the SHPO.
 - c. Upon SHPO acceptance of the documentation described in Stipulation A.1 above, DOE/NNSA may initiate any part of the undertaking.
5. DOE/NNSA will compile and copy onto archival material any existing drawings of Building 03-53. The overall site will be documented so that there will be a permanent archival record of the history and appearance of the area. Documentation will include a map showing the location of the property relative to the entire test range. The DOE/NNSA will also generate a site map depicting, at a sufficient scale, the footprint of the building in relation to surrounding structures.
6. DOE/NNSA will prepare a concise written history that will include a use history of the property supplemented with information from the corporate archives and other historical resources. The use history will include a discussion of the property's role at SNL and its historical significance.
7. DOE/NNSA will submit a draft report to the SHPO no later than nine (9) months following completion of fieldwork. The draft report shall include all documentation of Building 03-53, including historical and architectural information, archival photographs, and a final photo log.

- a. The SHPO will review the documentation for completeness within thirty (30) days of receipt. The SHPO will send its comments to DOE/NNSA for action, if needed.
8. Copies (one each) of all final documentation, including historical and architectural information, will be provided to the Nevada SHPO and will be submitted on archival materials. The SNL Corporate Archives will be the designated repository.

B. Post-Review Discoveries

1. If potential historic properties are discovered or unanticipated effects on historic properties found, DOE/NNSA shall adhere to the requirements found in 36 CFR 800.13(b)(3).
2. Contract specifications for the renovation of Building 03-53 will contain standard guidance for the identification, protection, and disposition of any archeological resources discovered as a consequence of construction activities, including the immediate notification of DOE/NNSA and SNL officials.

C. Duration

This Memorandum of Agreement (MOA) will expire if its stipulations are not carried out within ten (10) years from the date of its execution. At such time, and prior to work continuing on the undertaking, DOE/NNSA shall either (a) execute a MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. Prior to such time, DOE/NNSA may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation D below. The DOE/NNSA shall notify the SHPO as to the course of action it will pursue.

D. Amendments

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

E. Termination

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment per Stipulation D, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatory.

Once the MOA is terminated, and prior to work continuing on the undertaking, DOE/NNSA must either (a) execute an MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The DOE/NNSA shall notify the SHPO as to the course of action it will pursue.

F. Dispute Resolution

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, DOE/NNSA shall consult with such party to resolve the objection. If DOE/NNSA determines that such objection cannot be resolved, DOE/NNSA will:

1. Forward all documentation relevant to the dispute, including the DOE/NNSA's proposed resolution, to the ACHP. The ACHP shall provide DOE/NNSA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, DOE/NNSA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the SHPO, and provide them with a copy of this written response. DOE/NNSA will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, DOE/NNSA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, DOE/NNSA shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO, and provide them and the ACHP with a copy of such written response.
3. DOE/NNSA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

G. Public Documentation

Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of DOE/NNSA information to the public regarding projects and programs referenced in this MOA shall be made by NNSA following consultation with SHPO.

H. Anti-Deficiency Act

Any level of support to be furnished pursuant to this MOA shall be subject to availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C 1341. If compliance with the Anti-Deficiency Act alters or impairs DOE/NNSA's ability to implement the stipulations of this MOA, DOE/NNSA will consult in accordance with the amendment and termination procedures found at Stipulations D and E of this MOA.

- I. This MOA shall not be construed to provide a private right or cause of action for or by any person or entity who is not a party to this MOA.

Execution of this MOA between DOE/NNSA and the SHPO and implementation of its terms will verify that DOE/NNSA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

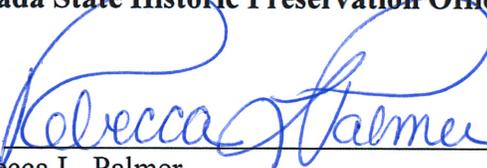
This MOA will be signed in counterparts and each signature will be effective and binding as if the signatories had signed the same document.

SIGNATORIES

United States Department of Energy, National Nuclear Security Administration

By:  Date: 11/08/2019
Jeffrey P. Harrell
Manager
Sandia Field Office

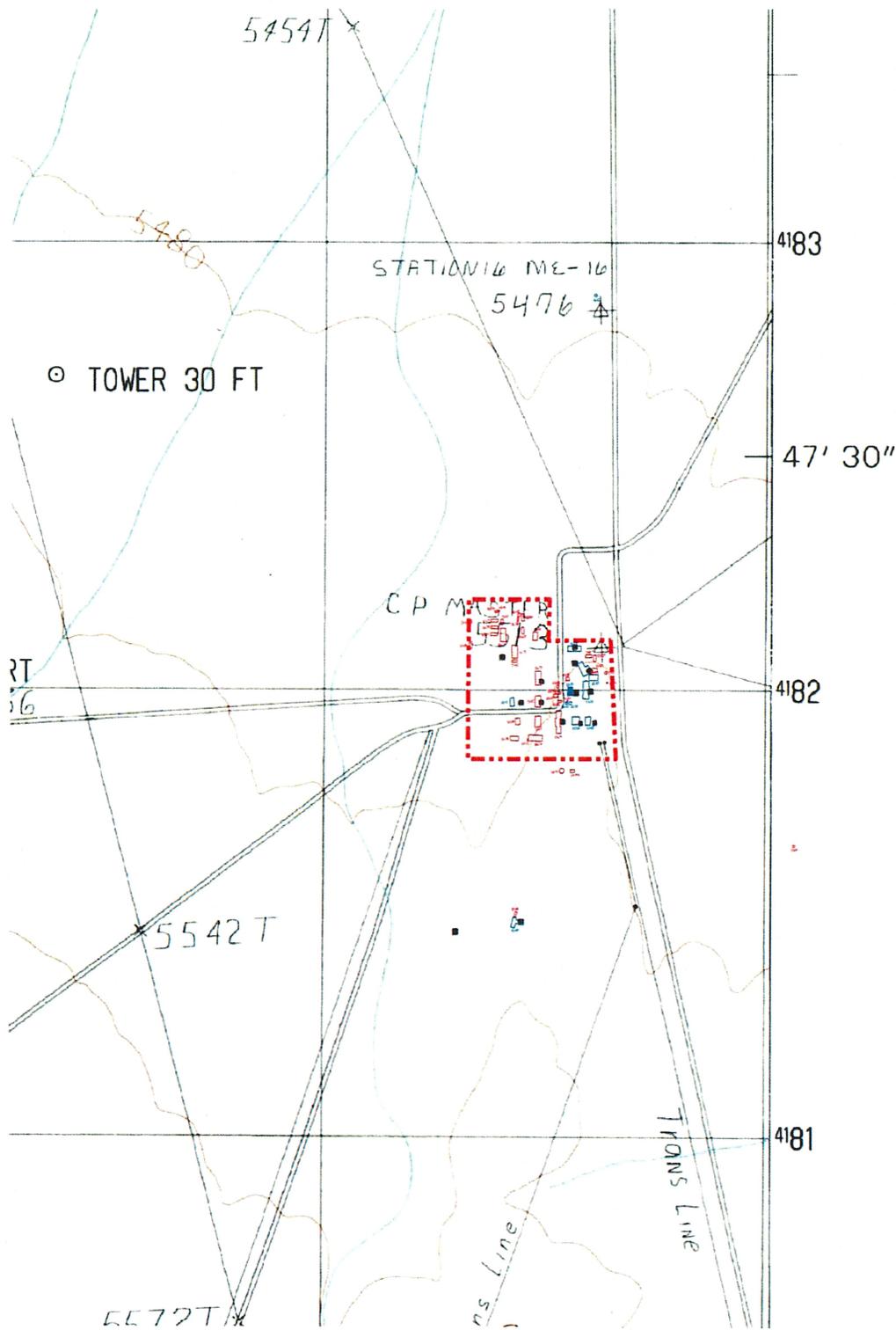
Nevada State Historic Preservation Officer

By:  Date: November 14, 2019
Rebecca L. Palmer
State Historic Preservation Office

NNSA-2019-004704

Attachment A

Figure: Area of Potential Effect for Renovation of Building 03-53



TTR Area 3 Boundary
(Area of Potential Effect)

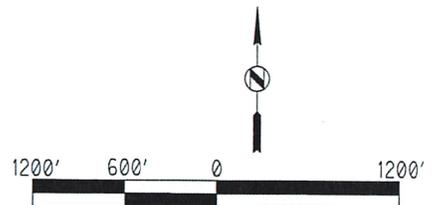


Building 03-53



Datum : NAD 83

Projection: WGS84 UTM Zone 11



SCALE 1"=1200'

Quadrangle Sheet information from
USGS Quad: East of Cactus Peak, NV
Updated 1987

SANDIA NATIONAL LABORATORIES FACILITIES DEVELOPMENT ALBUQUERQUE, NEW MEXICO, LIVERMORE, CALIFORNIA, TONGAH, NEVADA	
Facilities Geographic Information System	
TTR Building 03-53	
Renovation	
Area Map	
Date: 10-16-2018	Facilities FGIS

Attachment B

List of Tribal, City and County Government Contacts Consulted

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