

**MEMORANDUM OF AGREEMENT  
BETWEEN THE BUREAU OF LAND MANAGEMENT, BLACK ROCK FIELD  
OFFICE  
AND THE  
NEVADA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE ARCHAEOLOGICAL DATA RECOVERY OF SIGNIFICANT  
INFORMATION AT HISTORIC PROPERTIES ASSOCIATED WITH THE POODLE  
FIRE**

WHEREAS, the Bureau of Land Management (BLM) has determined that the fire suppression activities associated with the Poodle Fire in 2016 (the undertaking) have had an adverse effect on the following historic properties eligible for the National Register of Historic Places (NRHP) under the Secretary's Significance Criterion D and BLM intends to conduct data recovery to resolve the adverse effects to: CrNV-22-5533/26WA5385, CRNV-02-13272/26WA10266, CrNV-02-3274/26WA10268, CrNV-02-13290/26WA10284, CrNV-02-13294/26WA10288, CrNV-02-13297/26WA13291, CrNV-02-13299/26WA10293, and CrNV-22-5383/26WA5082 (Attachment A) thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 C.F.R. Part 800; and

WHEREAS, the BLM plans to collect non-artifactual rock samples at the following historic property eligible for the NRHP under the Secretary's Significance Criterion D that was not adversely affected by the Poodle Fire but the BLM has determined is in the public interest to expand funds to implement the recovery of significant information in the Poodle Mountain Wilderness Study Area: CrNV-02-5383/26WA5082 to facilitate the understanding of material recovered from the affected sites; and

WHEREAS, BLM has consulted with the Nevada State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800; and

WHEREAS, BLM has consulted with tribal governments from the Pyramid Lake Paiute Tribe, the Summit Lake Paiute Tribe, the Fort McDermitt Paiute and Shoshone Tribe, and the Reno-Sparks Indian Colony (referred to collectively as the Tribes) and has invited the Tribes to sign this Memorandum of Agreement (MOA) as concurring parties; and

WHEREAS, in accordance with Component 5 of the *Programmatic Agreement among the Bureau of Land Management, the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers regarding the manner in which the BLM will meet its responsibilities under the National Historic Preservation Act*, (February 2012), BLM has not notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination as it does not meet the thresholds that call for ACHP notification; and

NOW, THEREFORE, BLM and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect

of the undertaking on historic properties.

## STIPULATIONS

BLM shall ensure that the following measures are carried out:

### **I. HISTORIC PROPERTIES TREATMENT PLAN (HPTP) IMPLEMENTATION**

The BLM, in consultation with the SHPO, has prepared a HPTP to conduct data recovery to resolve the adverse effect of the undertaking on historic properties that is consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 C.F.R. 44716-37) and the ACHP's guidance on archaeology (2009).

The cultural resource management (CRM) firm hired by BLM will complete the data recovery as outlined in the HPTP (Attachment B; BLM Report CR2-3372, Treatment Plan for Archaeological Sites Damaged During Fire-Suppression Activities in the Poodle Mountain Wilderness Study Area, Northwestern Washoe County, Nevada).

### **II. PUBLIC AND TRIBAL INVOLVEMENT**

- A. The BLM will offer public tours of the research efforts during the excavations, if there is interest.
- B. The BLM will ensure that a volunteer component will be included for all fieldwork activities so that a limited number of interested members of the public could participate in the excavation.
- C. The BLM will provide any tribal members interested in participating with an opportunity to be involved in the excavations. BLM made all tribal governments aware of this opportunity for tribal members to participate during formal consultations.

### **III. DISCOVERIES**

Unanticipated discoveries during implementation of the HPTP have been addressed by the discovery plan in the HPTP and the Native American Graves Protection and Repatriation Plan of Action (NAGPRA Plan of Action) attached to the HPTP.

If BLM, or the CRM firm, makes a discovery that cannot be addressed by the HPTP or the NAGPRA POA, then the signatories and the Tribes shall consult to determine an appropriate course of action. Following consultation, the BLM shall prepare an action plan to address the specific discovery.

### **IV. CURATION**

All reports, records, photographs, maps, field notes, artifacts, and other materials collected or developed for the undertaking in the course of the data recovery will be curated at the Nevada State Museum.

## **V. BLM REVIEW OF KEY INDIVIDUALS INVOLVED**

The BLM will ensure that all work associated with this project is carried out under the supervision of archaeologists meeting Secretary of Interior's professional qualifications standards for archaeology and who are permitted to work in the State of Nevada on BLM Lands in Washoe, Pershing, and Humboldt Counties.

## **VI. REPORTING**

The BLM shall ensure that a draft data recovery report is completed and provided to the SHPO and any tribal concurring parties within one (1) year after the completion of the fieldwork required by the HPTP, unless otherwise negotiated. The BLM shall ensure that all such reports are consistent with contemporary professional standards, the Department of Interior's Formal Standards for Final Reports of Data Recovery Programs (48 CFR 44716-44740), and the current standards and guidelines issued by the Bureau of Land Management, Nevada State Office.

## **VII. DURATION**

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, BLM may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation IX below.

## **VIII. DISPUTE RESOLUTION**

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

- A. Forward all documentation relevant to the dispute, including the BLM's proposed resolution, to the ACHP. The ACHP shall provide BLM 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, BLM shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, SHPO, and concurring parties, and provide them with a copy of this written response. BLM will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, BLM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, BLM shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. BLM'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.

**IX. 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.

**VII. 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 parties to attempt to develop an amendment per Stipulation IX, 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 signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, BLM 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. BLM shall notify the SHPO as to the course of action it will pursue.

Execution of this MOA by the BLM and SHPO and implementation of its terms evidence that BLM has taken into account the effects of this undertaking on historic properties.

**SIGNATORIES:**

Bureau of Land Management

 3/20/18 Date  
Mark Hall, Black Rock Field Manager

Nevada State Historic Preservation Office

 Date 03/26/18  
Rebecca L. Palmer, State Historic Preservation Officer

CONCURRING PARTIES:

Pyramid Lake Paiute Tribe

\_\_\_\_\_ Date  
[insert name and title]

Summit Lake Paiute Tribe

\_\_\_\_\_ Date  
[insert name and title]

Reno Sparks Indian Colony

\_\_\_\_\_ Date  
[insert name and title]

Fort McDermitt Paiute and Shoshone Tribe

\_\_\_\_\_ Date  
[insert name and title]

**Attachment A**

**Map of Sites Subject to Data Recovery**

This attachment contains information that may be exempt from  
Freedom of Information Act requests.

Please consult the appropriate federal agency to obtain this information.

**Attachment B**

**Historic Properties Treatment Plan for the Poodle Mountain Fire Suppression Data  
Recovery Project**

This attachment contains information that may be exempt from  
Freedom of Information Act requests.

Please consult the appropriate federal agency to obtain this information.