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MAR 31 2014

STATE HISTORIC
PRESERVATION OFFICE

MEMORANDUM OF AGREEMENT
BETWEEN
HUMBOLDT-TOIYABE NATIONAL FOREST
AND THE

NEVADA STATE HISTORIC PRESERVATION OFFICER

REGARDING THE

REMOVAL OF THE SPRING MOUNTAINS NATIONAL RECREATION AREA, KYLE
CANYON RANGER STATION CULVERT

WHEREAS the Humboldt-Toiyabe National Forest, hereinafter referred to as the HTNF, plans to approve the removal of the small culvert at the Kyle Canyon Ranger Station site (04170503087, 26CK5609) in order to protect the site from catastrophic flooding as a result of deforestation following the Carpenter Fire of summer of 2013; and

WHEREAS, an existing low water crossing below the culvert will be utilized without having to construct a temporary access to the Kyle Ranger Station; and

WHEREAS, the HTNF has defined the undertaking's area of potential effect (APE) as 0.1 acres of developed property located at the Kyle Canyon Ranger Station in Kyle Canyon, Clark County, Nevada within the boundaries of the HTNF (see Appendix A); and

WHEREAS, the HTNF has determined that the undertaking will have an adverse effect on the culvert and landscape at the Kyle Canyon Ranger Station, which is eligible for listing in the National Register of Historic Places, and has consulted with the Nevada State Historic Preservation Officer (SHPO) pursuant to 36 CFR 800.6, of the regulations implementing Section 106 of the National Historic Preservation Act (16 USC 470f); and

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

WHEREAS, due to an unforeseen weather event, the fieldwork portion of the treatment described in Stipulation I has been completed and the project initiated prior to the execution of this MOA. Failure to initiate the undertaking would likely have resulted in an immediate and unavoidable threat to human safety and the safety of other historic properties downstream from the undertaking; and

NOW, THEREFORE, the HTNF and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations, or documentation standards, in order to resolve the adverse effect of the undertaking on the historic property.

STIPULATIONS

- I. TREATMENT. The HTNF shall illustrate and photo-document the culvert and stream crossing and place the documentation into a Forest Service Structure Form. The photo documentation will conform to the standards identified in Appendix B. An existing low water crossing downstream from the culvert will be utilized, negating the need for any temporary structure or temporary road construction.
- II. MONITORING AND REPORTING. The HTNF shall provide either before or on May 30, 2014, all parties to this Memorandum of Agreement (MOA) with a summary report detailing work undertaken pursuant to its terms. This report will describe any problems encountered, and any disputes and objections received in the HTNF's efforts to carry out the terms of this MOA.
- III. DRAFT DOCUMENTATION. HTNF will submit the report to SHPO within six months following completion of fieldwork. If SHPO concurs or does not respond within 30 days of receipt, HTNF shall assume concurrence and may consider the documentation complete.
- IV. FINAL DOCUMENTATION. The HTNF will send final documentation to SHPO within 6 months of draft approval.
- V. QUALIFICATIONS. All work will be carried out by a person or persons meeting the Secretary of Interior's Professional Qualification Standards.
- VI. AMENDMENT/MODIFICATION. 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. DISPUTE RESOLUTION. If a dispute arises regarding implementation of this MOA, the HTNF will consult with the objecting party to resolve the dispute. If the dispute cannot be resolved, HTNF will request comments from the ACHP, as defined in 36 CFR 800.
- VIII. TERMINATION. If any signatory determines that the terms of this MOA cannot be or are not being carried out, the signatories shall consult to seek amendment of the MOA. If the MOA is not amended, any signatory may terminate it by providing written notice to the other parties. Upon termination, the HTNF shall 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 pursuant to 36 CFR 800.7. The HTNF shall notify the signatories as to the course of action it will pursue.
- IX. COMMENCEMENT/DURATION. This MOA shall be effective upon its execution by the last signatory and shall remain in effect for five (5) years at which time it will expire unless terminated, suspended, amended or extended
- X. FREEDOM OF INFORMATION ACT. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

XI. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the USDA Forest Service or the Nevada State Historic Preservation Officer from participating in similar activities with other public or private agencies, organizations, and individuals.

XII. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

William A. Dunkelberger
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State Historic Preservation Officer
Department of Conservation and Natural
Resources
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Fax: (775) 684-3442

Forest Service Administrative Contact

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Forest Archaeologist
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Cooperator Administrative Contact

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Fax: (775) 684-3442
rlpalmer@shpo.nv.gov

XIII. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOA shall obligate either the HTNF or Nevada State Historic Preservation Officer to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the HTNF and Nevada State Historic Preservation Officer will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulation.

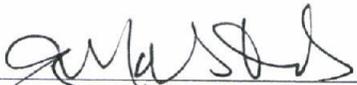
XIV. RESPONSIBILITIES OF PARTIES. The HTNF and the Nevada State Historic Preservation Officer and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

XV. AUTHORIZED REPRESENTATIVES. By signature below, the Nevada State Historic Preservation Officer certifies that the individuals listed in this document, as representatives

of the Nevada State Historic Preservation Officer, are authorized to act in their respective areas for matters related to this instrument.

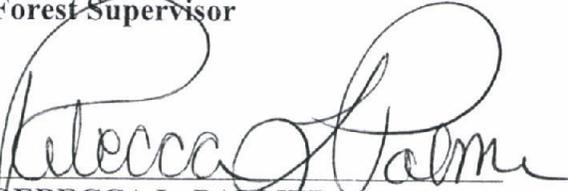
XVI. ESTABLISHMENT OF RESPONSIBILITY. This instrument is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

THE PARTIES HERETO have executed this MOA as of the last date signed below.



WILLIAM A. DUNKELBERGER
Humboldt-Toiyabe National Forest
Forest Supervisor

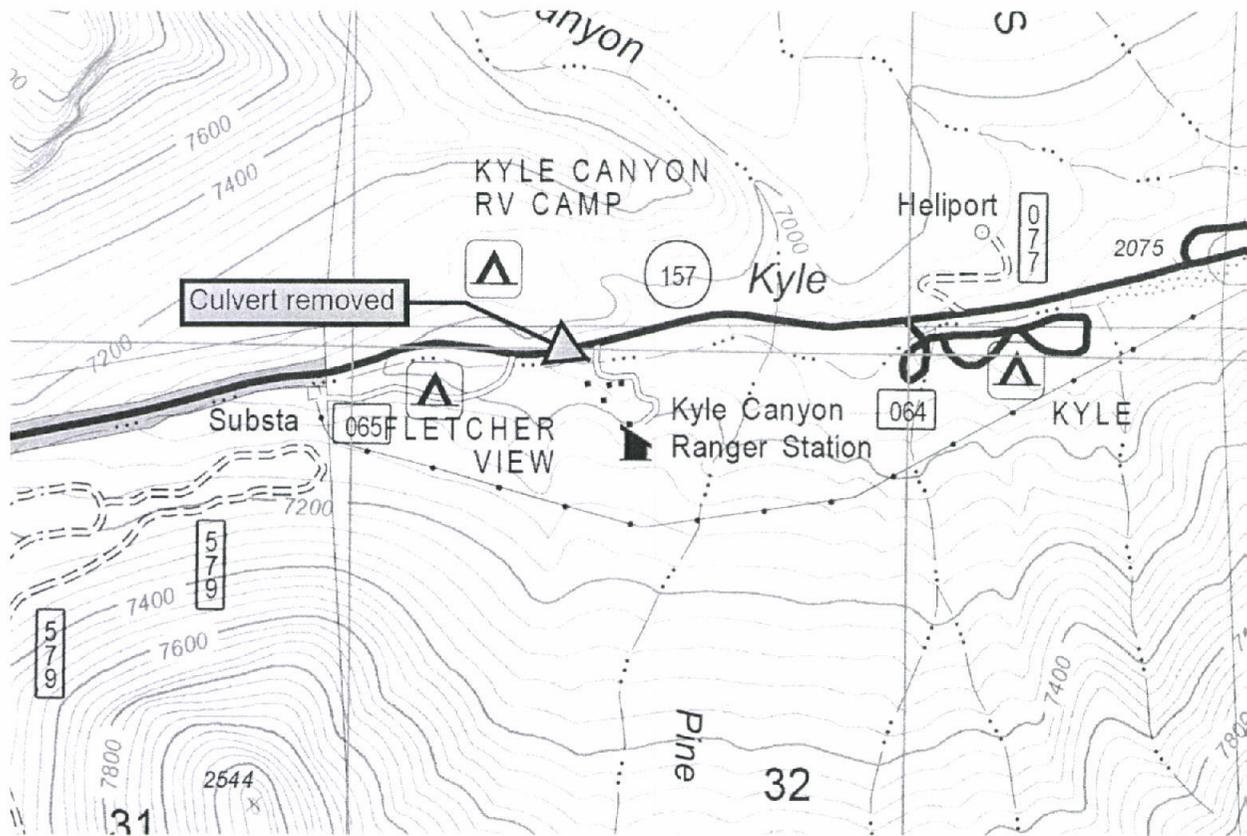
3/27/14
Date



REBECCA L. PALMER
Nevada State Historic Preservation Officer

4/3/14
Date

APPENDIX A



Location of the Kyle Canyon Ranger Station Culvert, T.19S., R.57E., Sec. 32

Appendix B
Documentation Standards

Architectural Documentation--the historic significance of the culvert at the Kyle Canyon Ranger Station, site 26CK5609, will be conveyed through photographs, and other materials that comprise documentation. The appropriate level of documentation for properties eligible for the National Register at a local, regional, or state level of significance must include:

1. Color digital images of exterior views of the resource. The culvert should be documented by at least six views including (a) 1 of each side (b) 1 of each direction across the top of the culvert (c) environmental view showing the culvert as part of its larger landscape, and (d) details, such as materials.
2. Reproductions of historic photographs, if available. Provide 4-x-6 black-and-white photographs with submission;
3. Photocopies of existing drawings or plans (including scale), if available. If permission is required to reproduce historic photographs, plans, maps, or other materials, it is the responsibility of the researcher to obtain proper authorizations. Copies of permission forms must be submitted with the report.
4. Drawings, site plan, and sketch plan. The site plan must include the resource's orientation in its natural landscape and include the scale and a north arrow. The sketch plan will show the layout and plan of the resource in its association with the Kyle Canyon Ranger Station, including associated features. The sketch plan need not be a "measured drawing," but an approximate scale should be included.
5. All images, photocopies, and drawings will be labeled identifying the name of the property, the date rendered, the name of the photographer or renderer, orientation of the photograph or drawing.

Upon receipt, the SHPO will review the documentation for completeness within 30 days. The SHPO will send its comments to the preparer for action, if needed. Any required changes should be submitted to the SHPO in duplicate. The SHPO will insert the changed sections and forward the final documents to the appropriate repository.