

**MEMORANDUM OF AGREEMENT**  
**BETWEEN BUREAU OF LAND MANAGEMENT-BATTLE MOUNTAIN DISTRICT**  
**AND THE**  
**NEVADA STATE HISTORIC PRESERVATION OFFICER**  
**REGARDING THE OLD EUREKA FIRE STATION ADMINISTRATION FACILITY**  
**DEMOLITION PROJECT, EUREKA, EUREKA COUNTY, NEVADA**

**WHEREAS**, in accordance with 41 CFR § 102-75.60 and FMR § 102-75-900, DOI Bureau of Land Management (BLM) plans to demolish the Old Eureka Fire Station Administration Facility (Facility) in the town of Eureka, Eureka County, Nevada, which is managed by BLM Battle Mountain District, making the action an undertaking pursuant to Title 54 U.S.C. § 300101, et. Seq. commonly known as the National Historic Preservation Act of 1966, as amended (NHPA), and Title 54 U.S.C. § 306108, commonly known as Section 106 of the NHPA (Section 106), and its implementing regulations 36 Code of Federal Regulations (CFR) Part 800; and

**WHEREAS** the undertaking consists of demolishing the three existing buildings and one structure of the Facility; and

**WHEREAS**, BLM has defined the undertaking's area of potential effects (APE) as all geographic areas within the 0.91-acre BLM-managed Facility property, addressed as 271 North Spring Street, comprising Lots 17-25 of Block 4 in the town of Eureka, Eureka County, Nevada (Appendix A); and

**WHEREAS**, BLM has determined that the undertaking will have an adverse effect on the Old Eureka First Station Administration Facility Historic District and the Headquarters Building and associated features, which are eligible for listing in the National Register of Historic Places (National Register) under the Secretary of Interior's Significance Criteria A and C, and has consulted with the Nevada State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), BLM 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

**NOW, THEREFORE**, BLM and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

## STIPULATIONS

BLM shall ensure that the following measures are carried out:

### I. MITIGATION FOR ADVERSE EFFECTS

- A. BLM, through a qualified architectural historian and/or historian (hereafter "Consultant") meeting the Secretary of the Interior's Professional Qualifications standards in architectural history and/or history, will prepare additional documentation of the Facility, consistent with Appendix F of the *State Protocol Agreement between The Bureau of Land Management, Nevada and The Nevada State Historic Preservation Officer for Implementing the National Historic Preservation Act* as amended (December 22, 2014) (Protocol). Required documentation will consist of, but not be limited to:
  - 1. Updated ARA forms for D123, B12787, B12788, and B12789; and
  - 2. Interior and exterior photographs consistent with Appendix F of the Protocol; and
  - 3. Photographs of the landscape and environmental view showing the facility as part of its larger landscape.
- B. BLM shall submit the updated draft ARA forms and all draft photographs to the SHPO for review and comment within thirty (30) calendar days of the completion of the documentation. SHPO will review the updated draft ARA forms and provide any comments to BLM within thirty (30) calendar days of receipt. If the SHPO does not respond in a timely fashion, the BLM may finalize the additional documentation.
- C. The Consultant shall address any SHPO comments and provide a revised final copy of the ARA forms and the photographs to BLM.
- D. BLM shall send the final revised copy of the updated ARA forms and the revised photographs to the SHPO for a fifteen (15) calendar day review from receipt. If the SHPO does not respond in a timely fashion, the BLM may finalize the additional documentation.
- E. The Consultant shall address any SHPO comments and provide a revised final copy of the ARA forms and the photographs to BLM.
- F. BLM shall send the final copy of the updated ARA forms and the revised photographs to the SHPO to be included in the State of Nevada's architectural resource inventory.

- G. BLM will send a copy of the final ARA forms to either the relevant records storage repository (Northeastern Nevada Historical Society in Elko, NV) as described in Appendix F of the Protocol.

## **II. NOTICE TO PROCEED**

BLM shall proceed with demolition of the existing Facility buildings following the completion of all measures in Stipulation I.

## **III. DURATION**

This Memorandum of Agreement (MOA) will expire when the stipulations are completed or five (5) years from the date of its execution, whichever comes first. BLM may consult with the SHPO prior to expiration in order to re-examine the terms of the MOA, determine if those terms remain acceptable, and renew the MOA for another period of time not to exceed five (5) years.

## **IV. POST-REVIEW DISCOVERIES**

The cultural resources identification effort did not find any evidence of potential below ground resources within the APE. However, there is always a possibility that buried archaeological deposits could be found during demolition and any ground disturbing activities. If BLM encounters cultural resources during demolition activities, all work shall stop within one hundred (100) feet of the discovery and a BLM archaeologist will be notified immediately.

The BLM archaeologist will then identify and evaluate the discovery in consultation with the SHPO in accordance with the requirements of Stipulation VI.B.3 of the Protocol.

BLM may issue a notice to proceed under any of the conditions listed in Section VI.B.2.a of the Protocol.

## **V. DISPUTE RESOLUTION**

Should any party 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 and the SHPO 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 provide it 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.

## **VI. 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 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 VI, 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 BLM and the SHPO and implementation of its terms evidence that BLM has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

This MOA may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

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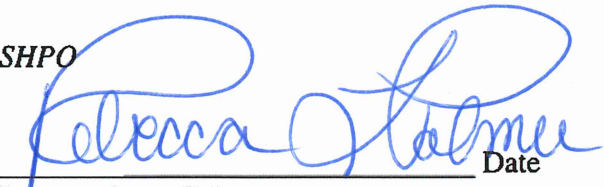
**SIGNATORIES:**

*BLM, Battle Mountain District*

 Date *8/24/2023*

Prudence Crampton  
Deputy District Manager, Battle Mountain District

*SHPO*

 Date *8/24/23*

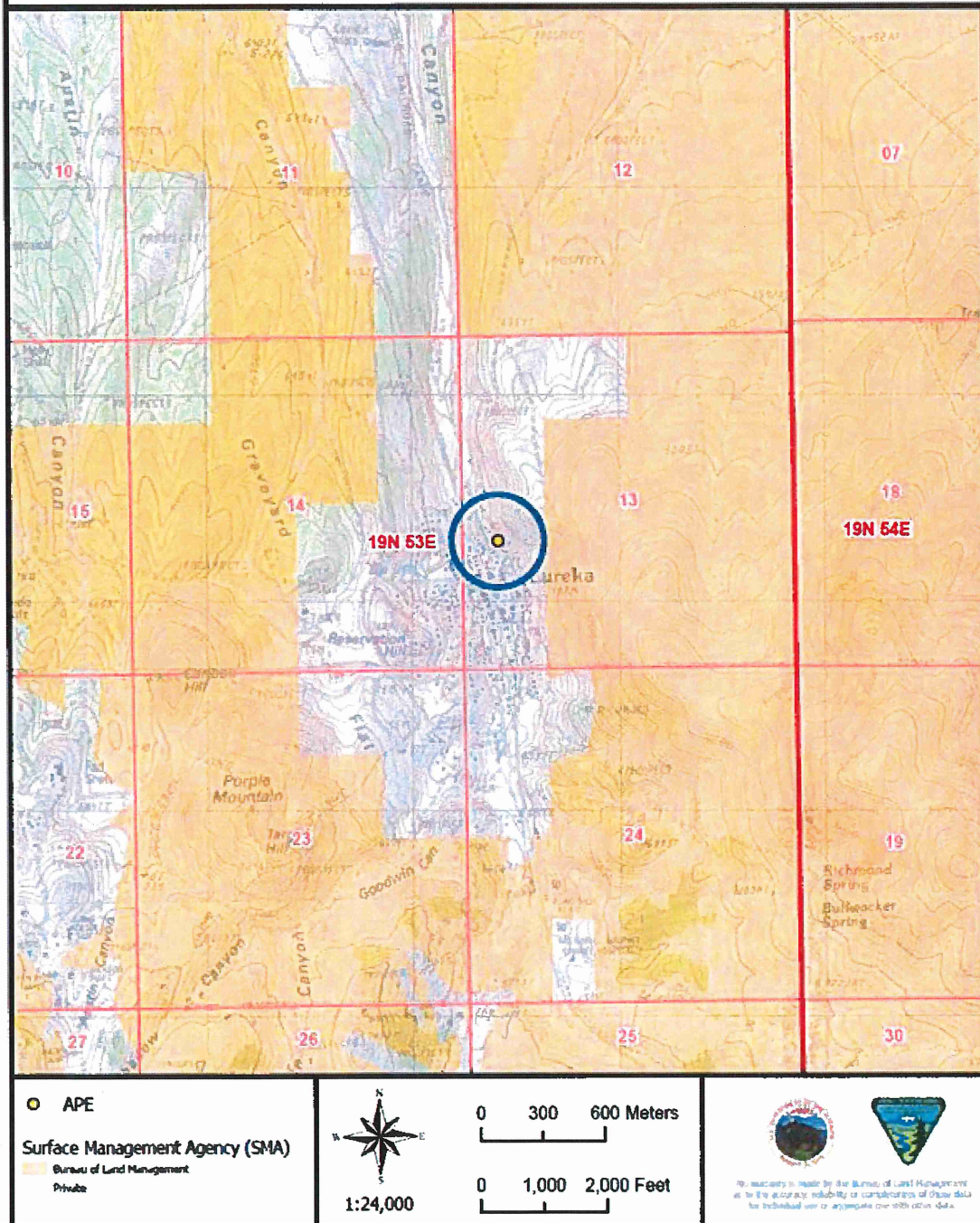
Rebecca Lynn Palmer  
Nevada State Historic Preservation Officer

## **APPENDIX A**

### **Project Maps**

## Old Eureka Fire Station MOA: Appendix A

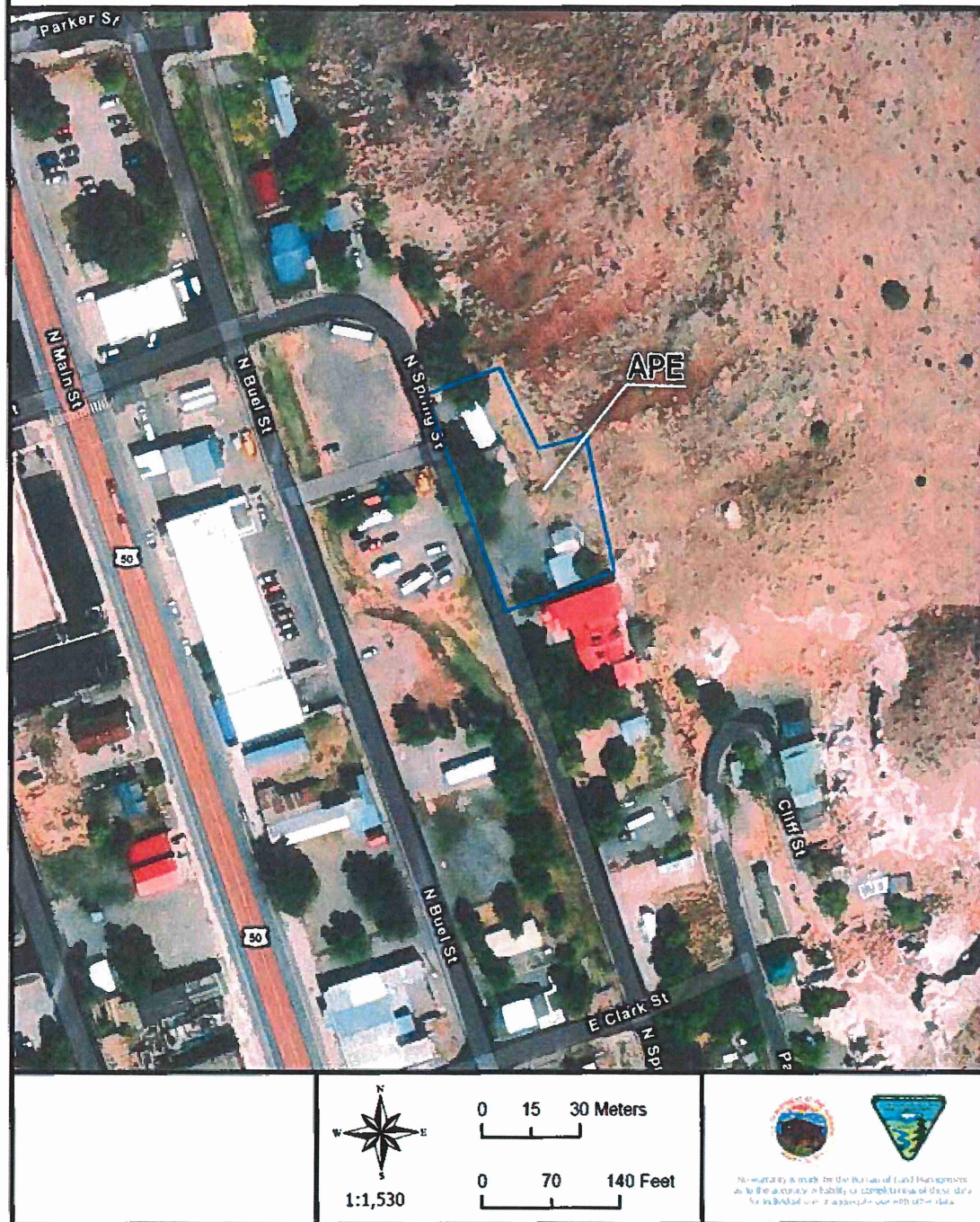
### Location of Facility Property



**Memorandum of Agreement Regarding the Old Eureka Fire Station Administration Facility Demolition Project, Eureka, Eureka County, Nevada (2013-2826)**



## Old Eureka Fire Station MOA: Appendix A APE



Memorandum of Agreement Regarding the Old Eureka Fire Station Administration Facility Demolition Project, Eureka, Eureka County, Nevada (2013-2826)