

**MEMORANDUM OF AGREEMENT**

**between the**

**BUREAU OF LAND MANAGEMENT – ELKO DISTRICT, WELLS FIELD OFFICE**

**and the**

**NEVADA STATE HISTORIC PRESERVATION OFFICER**

**regarding**

**DATA RECOVERY AT 26EK16440, 26EK16485, AND 26EK16514**

**ELKO COUNTY**

**WHEREAS**, the Bureau of Land Management (BLM) has determined it is in the best interest of the resource to conduct data recovery research at archaeological sites 26EK16440, 26EK16485, and 26EK16514 to gain a better understanding of the prehistory of the general Spruce Mountain – Goshute Valley area; and

**WHEREAS**, BLM has determined that this data recovery research (hereinafter research) is 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 found at 36 CFR Part 800; and

**WHEREAS**, BLM, in consultation with the Nevada State Historic Preservation Officer (SHPO), determined that the research will have an adverse effect on three historic properties 26EK16440, 26EK16485, and 26EK16514 eligible for the National Register of Historic Places under the Secretary of Interior’s significance criterion d; and

**WHEREAS**, BLM has defined the research’s Area of Potential Effects (APE) as a 15-meter buffer around each historic property (Appendix A); and

**WHEREAS**, BLM has consulted with the Confederated Tribes of the Goshute Reservation (CTGR), Te Moak Tribe of Western Shoshone (Te Moak), and the Ely Shoshone Tribe (Ely Shoshone), collectively referred to as the Tribes, and the Tribes have been invited to participate in or attend the fieldwork associated with the research; and

**WHEREAS**, the Advisory Council on Historic Preservation (ACHP) has not been invited to participate in this undertaking because BLM has determined that it does not meet the regulatory requirements for ACHP participation as stipulated in Component 5 of the 2012 *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 BLM Will Meet Its Responsibilities Under the National Historic Preservation Act; and*

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

## **STIPULATIONS**

**BLM** shall ensure that the following measures are carried out:

### **I. RESEARCH ACTIVITIES**

- A. BLM shall complete the research, analysis, report writing and curation according to the attached research design titled: “Research Design for the Study of Three Paleoindian Western Stemmed Tradition Sites in Goshute Valley, Eastern Nevada” (Appendix B).
- B. BLM shall ensure that the draft data recovery report from the research is prepared in accordance with contemporary professional standards and conforms to the Department of the Interior’s Formal Standards for Final Reports of Data Recovery Programs (42 FR 5377-5579).
- C. BLM shall submit a draft hard copy of data recovery report that is consistent with the reporting requirements of Appendix B to SHPO and the Tribes within two (2) years of the execution of this MOA.
- D. The SHPO and the Tribes will review and provide comments on the draft hard copy of the data recovery report to the BLM within thirty (30) calendar days of receipt. If SHPO does not respond to the BLM within the comment period, the BLM may finalize the data recovery report. BLM will provide the SHPO with any comments received from the Tribes within ten (10) days of receipt.
- E. BLM will address the SHPO comments and any comments from the Tribes and supply a revised draft data recovery report to the SHPO and the Tribes within fifteen (15) calendar days of receipt.
- F. The SHPO and the Tribes will review and provide comments on the revised draft of the data recovery report to the BLM within fifteen (15) calendar days of receipt. If the SHPO does not respond to the BLM within the comment period, the BLM may finalize the data recovery report.

### **II. DURATION**

This MOA will expire if its stipulations are not carried out within two (2) years from the date of its execution. BLM may consult with the SHPO prior to expiration to re-examine terms of the

MOA, determine if those terms remain acceptable, and renew the MOA for another period not to exceed one (1) year by amending it in accordance with Stipulation IV below.

### **III. 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, 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 considers 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 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 considers 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.

### **IV. 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 the signatories is filed with the ACHP.

### **V. 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 IV, above. If within thirty (30) days (or another period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatory.

**EXECUTION** of this MOA by the BLM and the SHPO and implementation of its terms evidence that BLM has considered the effects of this research undertaking on historic properties.

**SIGNATORIES:**

**Bureau of Land Management, Elko District, Wells Field Office**

MELANIE MITCHELL Digitally signed by MELANIE MITCHELL  
Date: 2021.08.16 10:25:36 -07'00' Date \_\_\_\_\_.

**Melanie Mitchell Field Manager, Wells Field Office**

**Nevada State Historic Preservation Officer**

Rebecca Lynn Palmer Digitally signed by Rebecca Lynn Palmer  
Date: 2021.08.17 11:02:04 -07'00' Date \_\_\_\_\_.

**Rebecca Palmer, Nevada State Historic Preservation Officer**

## **APPENDIX A**

### **Location Maps and Area of Potential Effects Map**

This attachment contains privileged information that may be exempt from Freedom of Information Act (FOIA) requests.

Please consult the appropriate federal agency concerning this attachment for further information.

## **APPENDIX B**

### **Research Design for the Study of Three Paleoindian Western Stemmed Tradition Sites in Goshute Valley, Eastern Nevada**

This attachment contains privileged information that may be exempt from Freedom of Information Act (FOIA) requests.

Please consult the appropriate federal agency concerning this attachment for further information.