

**MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE BUREAU OF LAND MANAGEMENT, ELKO DISTRICT OFFICE,
TUSCARORA FIELD OFFICE (BLM)
AND THE
NEVADA HISTORIC PRESERVATION OFFICER (SHPO)
REGARDING THE ROSSI MINE PLAN OF OPERATIONS**

WHEREAS, the Bureau of Land Management (BLM) issues permits to Halliburton Energy Services, Inc. (Halliburton) to conduct mining and surface exploration activities that are multi-year in scope within the Rossi Mine Plan of Operations expansion project boundary (undertaking), which is located in Elko County, Nevada, and is 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 CFR Part 800; and

WHEREAS, the undertaking includes expansion of the existing King and Queen open pits and waste rock disposal facilities, construction of a new pit (Dawn Pit) and new waste rock disposal facilities, construction of new support facilities (i.e., electric power distribution lines, water wells, office buildings, and roads), and continued surface exploration activities within the project area. For more details see Chapter 2 of the DEIS (September 2018); and

WHEREAS, the BLM has defined the undertaking's area of potential effect (APE) as all geographic areas within which the undertaking may have effects to historic properties. The BLM has determined that the direct effects APE is the area of land within the Rossi Mine Plan of Operations expansion boundary (PoO) as described in the 2018 draft EIS section 3.5.1.3, and the indirect effects APE is a five mile buffer surrounding the PoO as described in the draft EIS section 3.5.1.3 (Appendix A); and

WHEREAS, the BLM, in consultation with the Nevada State Historic Preservation Office (SHPO), has determined that the undertaking may adversely affect four (4) historic properties eligible for listing in the National Register of Historic Places (NRHP) under the Secretary of the Interior's significance criterion d: (*26EK10146, 26EK11035, 26EK13054, and 26EK13057*); and

WHEREAS, the BLM, in consultation with the SHPO, has identified two (2) unevaluated archaeological sites (*26EK2309 and 26EK5297*) within the direct effects APE that may be adversely affected by the undertaking and that will remain unevaluated pending additional fieldwork and/or subsurface testing; and

WHEREAS, the BLM, in consultation with the SHPO and Tribal Governments, has determined that the undertaking may adversely affect three (3) historic properties of religious and cultural significance (individual Secretary of the Interior's significance criteria identified for each historic property): Prayer Land or Praying Place (Nanisuntehain Sokopin; CrNV-12-18615; criterion a), Morning Sunrise Prayer Place (Imaa Tapaito'l Nanisuntehain; CrNV-12-18616; criterion a), and Monster Grave Antelope Creek Coming in Prayer Place (Tso'apittseh Nakuu/Kwaheten Okkaikkinne; CrNV-12-18618; criteria a and b); and

WHEREAS, to the best of our knowledge and belief, no Native American human remains, associated or unassociated funerary objects or sacred objects, or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001), are expected to be encountered in the archaeological work; and

WHEREAS, in accordance with 36 CFR Subpart 800, the BLM acknowledges and accepts the advice and conditions outlined in Advisory Council on Historic Preservation's (ACHP) "Recommended Approach for Consultation on the Recovery of Significant Information from Archaeological Sites", published in the Federal Register on May 18, 1999; 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), the 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

WHEREAS, the BLM has invited the governments of the Te-Moak Tribe of Western Shoshone Indians including the Battle Mountain, Elko, South Fork and Wells bands, the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Ely Shoshone Tribe, the Yomba Shoshone Tribe, the Confederate Tribe of the Goshute Indian Reservation, the Duckwater Shoshone Tribe, the Fort Hall Shoshone-Bannock Tribes, the Fort McDermitt Paiute-Shoshone Tribe of Nevada and Oregon, and the Timbisha Shoshone Tribe to participate in consultation during the development of this Memorandum of Agreement (MOA) and each have been invited to be a Concurring Party to this MOA; and

WHEREAS, Section 106 Consultation with Tribal governments and interested Western Shoshone organizations and groups about the proposed Project began on May 26, 2015, with letters to the Te-Moak Tribe of Western Shoshone Indians and its constituent bands, the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, The Ely Shoshone Tribe, the Yomba Shoshone Tribe, the Confederate Tribes of the Goshute Indian Reservation, the Duckwater Shoshone Tribe, the Fort Hall Shoshone-Bannock Tribes, the Fort McDermitt Paiute-Shoshone Tribe of Nevada and Oregon, and the Timbisha Shoshone Tribe informing them about the Project, opening dialogue about issues of traditional religious and cultural significance, and collaborating on management considerations in relation to specific items of importance and significance (see DEIS Table 3.6-1 and FEIS Table 3.6-1b for more details) ; and

WHEREAS, Section 106 consultation with Tribal Governments and interested Western Shoshone organizations and groups in relation to earlier mining and mineral exploration in the Project area have been ongoing since 1981; and

WHEREAS, the BLM has consulted with Halliburton regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a invited signatory party; and

WHEREAS, the signatories, invited signatory, and concurring parties (hereinafter collectively referred to as the parties and individually by name or as party) agree that this MOA may be signed in counterparts and the executed MOA, and each signature, will be effective and binding as if all parties had signed the same document; and

NOW, THEREFORE, the BLM, the SHPO, and Halliburton hereby 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, historic properties of religious cultural importance, and unevaluated sites from adverse effects:

STIPULATIONS

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

I. HISTORIC PROPERTIES TREATMENT PLAN (HPTP) DEVELOPMENT AND IMPLEMENTATION

A. Halliburton, through a cultural resource management (CRM) firm meeting the BLM's and the Secretary of the Interior's Professional Qualifications standards appropriate to the historic property, will prepare the HPTP. This document will be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 CFR 44716-37); guidance provided in the ACHP's Section 106 Archaeology Guidance; and the documentation requirements of Appendix F of the State Protocol Agreement between the BLM and the SHPO for Implementing the National Historic Preservation Act (Protocol) (BLM and SHPO 2014). The HPTP will contain testing or additional documentation plans for unevaluated resources and strategies for mitigating adverse effects to historic properties that address all of the Secretary's significance criteria for which a historic property qualifies for inclusion in the NRHP. A confidential attachment to the HPTP will address all proposed efforts to avoid, minimize or mitigate adverse effects to historic properties of religious and cultural significance.

1. Halliburton shall provide sufficient funds to support a CRM firm and qualified persons in the development and implementation of the HPTP, including but not limited to: documentation and testing of unevaluated resources; mitigation of adverse effects to historic properties; implementation of avoidance procedures (e.g., fencing, flagging, monitoring); any archaeological and tribal monitoring determined necessary; cataloguing and analysis of collected archaeological materials; writing draft and final reports detailing the finding of data recovery operations; production and distributing of public outreach materials; and curation of collected materials set forth in the HPTP.

B. Halliburton, through their CRM firm, shall submit the draft HPTP to the BLM.

- C. The BLM will review and comment on the draft HPTP within thirty (30) calendar days of receipt.
 - D. Halliburton shall revise the HPTP to address the BLM's comments. Upon the BLM's approval of the report, the BLM will submit the document to the SHPO and Concurring Parties for review.
 - E. Concurring Parties will have thirty (30) calendar days to provide comments on the approved report. The BLM will provide a summary of the Concurring Party's comments and the BLM response to the SHPO.
 - F. The SHPO will provide comments on the approved report within thirty (30) calendar days of its receipt. If the SHPO does not respond within thirty (30) calendar days of receipt, the BLM may finalize the HPTP. The SHPO shall have five (5) additional calendar days to provide concurrence or comments should the BLM receive comments from Concurring Parties
 - G. The BLM will review and address any SHPO comments on the HPTP received during the SHPO review period. The BLM will direct Halliburton, through its CRM consultant, to make any necessary changes to the HPTP.
 - H. The BLM will submit the updated and approved final HPTP to the SHPO and Concurring Parties as appropriate.
 - I. Halliburton, through its permitted CRM firm, will begin implementation of the HPTP.
- II. TESTING AND NRHP EVALUATION OF 26EK2309 AND 26EK5297

Prior to any surface disturbance within the buffered avoidance areas for sites 26EK2309 and 26EK5297 the following process will be carried out:

- A. Halliburton, through its permitted CRM firm, will complete the activities described in the testing plan portion of the final HPTP for 26EK2309 and 26EK5297 and shall make a recommendation of NRHP eligibility for the resources. Halliburton will submit the results of the testing activities and the NRHP recommendation (report) to the BLM within fourteen (14) calendar days of the completion of the fieldwork as outlined in the HPTP.
- B. The BLM shall review the summary report within ten (10) working days and notify Halliburton that the BLM accepts or rejects the summary.
- C. Halliburton, through its permitted CRM firm, will revise the draft report to address BLM comments. Upon BLM approval of the report, the BLM shall provide a copy of the report along with the BLM's determination of NRHP eligibility to the SHPO and Concurring Parties for review and comment.

- D. Concurring Parties will have ten (10) working days to provide comments on the approved report. The BLM will provide a summary of the Concurring Party's comments and the BLM response to the SHPO.
- E. The SHPO will have ten (10) working days to provide concurrence or comments on the approved report. If the SHPO does not respond within ten (10) working days of receipt, the BLM may finalize the report. The SHPO shall have two (2) additional working days to provide concurrence or comments should the BLM receive comments from Concurring Parties.
- F. The BLM will review and address any SHPO comments on the report. The BLM will direct Halliburton, through its CRM consultant, to make any necessary changes to the report.
- G. The BLM will submit the updated and approved final report to the SHPO.
- H. If the BLM determines, in consultation with the SHPO, that any or all of the unevaluated sites are eligible for listing in the NRHP, Halliburton, through its CRM consultant, will mitigate adverse effects to those historic properties according to the HPTP.
- I. If the BLM determines, in consultation with the SHPO, that any of the unevaluated sites are not eligible for listing in the NRHP following site testing, those cultural resources will not be considered further in this MOA.

III. NOTICE TO PROCEED

The BLM will provide Halliburton with a Notice to Proceed after the BLM has completed the process as outlined in Stipulation III of this MOA. To ensure compliance, the following will be carried out:

- A. The CRM firm hired by Halliburton will provide the BLM with a summary report of fieldwork after a property has been mitigated according to the HPTP. The CRM firm will provide the BLM one bound hard copy, one unbound hardcopy, and two digital copies of the summary report.
- B. The BLM shall review the summary and notify Halliburton that the BLM either approves or disapproves the summary within no more than thirty (30) calendar days after BLM receipt of each summary.
- C. Following the BLM's approval of a summary report, the BLM shall provide a copy of the approved summary report to the SHPO and Concurring Parties for review and comment.

- D. Concurring Parties will have ten (10) working days to provide comments on the approved report. The BLM will provide a summary of the Concurring Party's comments and the BLM response to the SHPO.
- E. The SHPO will have two (10) working days to provide concurrence or comments on the approved summary report. If the SHPO does not respond within two (10) working days of receipt, the BLM may finalize the summary report. The SHPO shall have two (2) additional working days to provide concurrence or comments should the BLM receive comments from Concurring Parties.
- F. The BLM will review and address any SHPO comments on the report. The BLM will direct Halliburton, through its CRM consultant, to make any necessary changes to the summary report or the activities undertaken under the HPTP.
- G. The BLM will submit the updated and approved final summary report to the SHPO.
- H. Halliburton shall not begin any ground disturbing activities within thirty (30) meters of the boundaries of any historic property until a Notice to Proceed is issued for the property.
- I. The BLM will provide Halliburton and the SHPO with the buffered locations of historic properties listed above to ensure their avoidance until treatment. Halliburton shall protect, secure, and restrict access to this sensitive information.

IV. ANNUAL ARCHAEOLOGICAL AND TRIBAL MONITORING

Halliburton shall arrange for and fund a CRM firm, which can be the same firm as that hired to complete the activities in Stipulations I and II above, to monitor the historic properties and unevaluated archaeological sites within 100 meters of undertaking activities on an annual basis. If the BLM determines that a historic property has experienced damage, then that historic property shall undergo mitigation within the first year after discovery of the damage in accord with the approved HPTP.

If the BLM, in consultation with the parties, determines that Tribal monitoring of undertaking activities is necessary, the BLM will ensure that the nature and timing of Tribal monitoring will be described in the HPTP and submitted to the parties for review and comment.

V. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. The BLM may consult with all parties prior to the expiration in order to re-examine terms of the MOA and amend it in accordance with Stipulation IX below. The BLM shall notify the parties as to the course of action it will pursue.

VI. POST-REVIEW DISCOVERIES

The BLM shall follow the process found in the Protocol (Section VI.B), and the discovery plan in the HPTP, if potential historic properties are discovered or unanticipated effects to historic properties are identified during the undertaking. Halliburton shall avoid all post-review discoveries until the BLM issues a NTP in accordance with Stipulation III above.

VII. PROGRESS REPORTING

The CRM firm hired by Halliburton to implement the treatment plan will provide the BLM and the parties with progress reports as each phase of the HPTP is completed. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the BLM's efforts to carry out the terms of this MOA.

VIII. DISPUTE RESOLUTION

Should any party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the BLM shall consult with such party and the signatories to resolve the objection. If the BLM determines that such objection cannot be resolved, the 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, the BLM shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the parties, and provide them with a copy of this written response. The 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, the BLM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the BLM shall prepare a written response that takes into account any timely comments regarding the dispute from the parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. The BLM's responsibility to continue to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

IX. ANNUAL COORDINATION MEETING AND AMENDMENTS

On or about each anniversary of the effective date of this MOA, the parties will confer and, as deemed necessary by any party, meet to discuss activities described in this MOA.

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.

X. 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) calendar days (or another time period agreed to by all signatories) and 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, the BLM must either (a) execute an MOA pursuant to 36 CFR §800.6, or (b) request, take into account, and respond to comments of the ACHP under 36 CFR §800.7. The BLM shall notify the signatories as to the course of action it will pursue.

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

SIGNATORY PARTIES:

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

By: Melanie A. Peterson
Melanie A. Peterson
Field Office Manager

Date: 8/14/19

NEVADA STATE HISTORIC PRESERVATION OFFICE

By: Rebecca Lynn Palmer
Rebecca Lynn Palmer
State Historic Preservation Officer

Date: 08/15/19

INVITED SIGNATORY PARTY:

HALLIBURTON ENERGY SERVICES, INC.

By: _____
Scott Regimbald
Vice President – Baroid

Date: _____

CONCURRING PARTIES:

TE-MOAK TRIBE OF THE WESTERN SHOSHONE INDIANS

By: _____

Date: _____

Title: _____

BATTLE MOUNTAIN BAND

By: _____

Date: _____

Title: _____

ELKO BAND

By: _____

Date: _____

Title: _____

SOUTH FORK BAND

By: _____

Date: _____

Title: _____

WELLS BAND

By: _____

Date: _____

Title: _____

CONFEDERATE TRIBES OF THE GOSHUTE INDIAN RESERVATION

By: _____

Date: _____

Title: _____

DUCKWATER SHOSHONE TRIBE

By: _____

Date: _____

Title: _____

ELY SHOSHONE TRIBE

By: _____

Date: _____

Title: _____

FORT HALL SHOSHONE-BANNOCK TRIBES

By: _____

Date: _____

Title: _____

FORT McDERMITT PAIUTE-SHOSHONE TRIBES OF NEVADA AND OREGON

By: _____

Date: _____

Title: _____

SHOSHONE-PAIUTE TRIBES OF THE DUCK VALLEY INDIAN RESERVATION

By: _____

Date: _____

Title: _____

TIMBISHA SHOSHONE TRIBE

By: _____

Date: _____

Title: _____

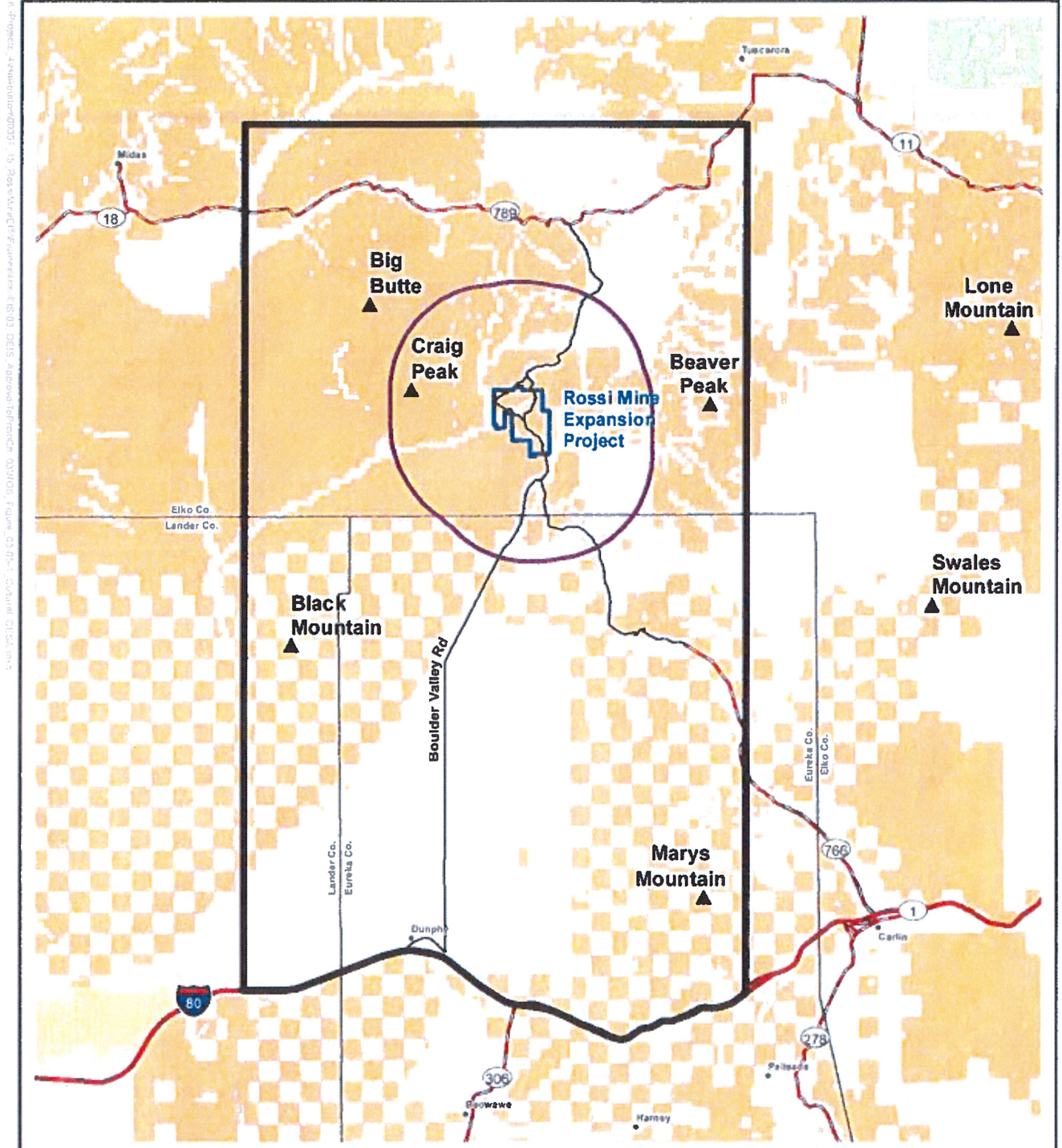
YOMBA SHOSHONE TRIBE

By: _____

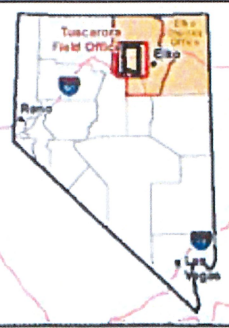
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





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APPENDIX A: AREAS OF POTENTIAL EFFECTS MAP



2/20/2018

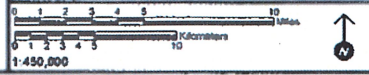


- | | | |
|---|---|---|
|  | Project Study Area/
Direct Effects APE | Land Status |
|  | Indirect Effects APE |  Bureau of Land Management |
|  | Cumulative Effects Study Area |  Bureau of Reclamation |
| | |  Forest Service |
| | |  Private |

Source: BLM 2015g, SRK 2014a.

Rossi Mine Expansion Project EIS

Figure 3.5-1
Cultural Resources
Direct and Indirect APE and
Cumulative Effects Study Area



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