

**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 HARRY SPRING (CrNV-2810/HU3711)**

WHEREAS, the Bureau of Land Management (BLM) plans to conduct range improvements at Harry Spring 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.

WHEREAS, the BLM has determined that the Project may pose an adverse effect on the following historic property, CrNV-2810/26HU3711, eligible for the National Register of Historic Places (NRHP) under the Secretary's Significance Criterion D. The BLM intends to conduct data recovery to resolve the adverse effects (Attachment A); 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, 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

WHEREAS, the signatories agree that this MOA may be signed in counterparts and the executed MOA, and each signature, will be effective and binding as if all the signatories had signed the same document; 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 Project 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 A; BLM Report CR2-3451 *Harry Spring Data Recovery Plan*).

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, if there is interest.
- C. The BLM will provide any tribal members interested in participating with an opportunity to be involved in the excavations.

III. DISCOVERIES

Unanticipated discoveries during implementation of the HPTP have been addressed by the discovery plan in the HPTP.

If BLM, or the CRM firm, makes a discovery that cannot be addressed by the HPTP, 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

BLM will ensure that all reports, records, photographs, maps, artifacts, and other materials collected or developed for the Project 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

- A. The BLM shall ensure that a draft data recovery report is completed and provided to the SHPO and any tribal concurring parties for review and comment within one (1) year after the completion of the fieldwork required by the HPTP, unless otherwise negotiated.
- B. The SHPO will review and provide comments on the draft data recovery report within thirty (30) calendar days of its receipt. If the SHPO or any tribal concurring parties do not respond within thirty (30) calendar days of receipt, BLM may finalize the data recovery report.
- C. 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, the 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 Project, 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 the SHPO and implementation of its terms evidence that BLM has taken into account the effects of this undertaking on historic properties.

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SIGNATORIES:

Bureau of Land Management

Mark E Hall Date 19 Sept 2019
Mark Hall, Black Rock Field Manager

Nevada State Historic Preservation Office

Rebecca L. Palmer Date 19 September 2019
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]

ATTACHMENT A
HISTORIC PROPERTIES TREATMENT PLAN

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

Please consult the appropriate federal agency to obtain this information.