

Appendix I

Memorandum of Agreement

**Between Uintah County, Utah State Historic Preservation Officer,
&
Bureau of Land Management**

MEMORANDUM OF AGREEMENT

BETWEEN THE BUREAU OF LAND MANAGEMENT, UINTAH COUNTY

AND THE

UTAH STATE HISTORIC PRESERVATION OFFICER

REGARDING THE SEEP RIDGE ROAD ENVIRONMENTAL ASSESSMENT, UINTAH
COUNTY, UTAH

WHEREAS the Bureau of Land Management (BLM), Vernal Field Office plans to approve the Seep Ridge Road Project pursuant to the Federal Land Policy Management Act, 1978, as amended; and

WHEREAS the undertaking consists of amending Uintah County's existing Right of Way grant for the Seep Ridge Road as described in the Environmental Assessment number UT-080-08-0238, and

WHEREAS, BLM has defined the undertaking's area of potential effect (APE) as described in the cultural report for the Seep Ridge Road Environmental Assessment and;

WHEREAS BLM has determined that the undertaking may have an adverse effect on 42Un7633, which is eligible for listing in the National Register of Historic Places, and has consulted with the Deputy Utah State Historic Preservation Officer (SHPO), pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, BLM has consulted with the project proponent, Uintah County regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a concurring party; and

WHEREAS, pursuant to 36 C.F.R. § 800.6(a)(1), prior to beginning consultation to resolve adverse effects, BLM notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect finding by providing the documentation specified in 36 C.F.R. 800.11(e), and the ACHP declined to participate; and

NOW, THEREFORE, BLM, Uintah County, 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. The site will be intensively documented with all surface materials mapped prior to surface collection.
- II. All surface tools will be collected.

IV. 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 other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

V. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the BLM shall implement the discovery plan included as attachment 1 of this MOA.

VI. MONITORING AND REPORTING

Each calendar year following the execution of this MOA until it expires or is terminated, BLM shall provide all parties to this MOA [and the Advisory Council on Historic Preservation (ACHP) if desired] a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in BLM's efforts to carry out the terms of this MOA.

VII. 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, signatories 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 signatories 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.

VIII. 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.

IX. 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 VIII, 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 signatories as to the course of action it will pursue.

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

SIGNATORIES

Bureau of Land Management:

Vernal Field Office Manager

Date

Uintah County:

Uintah County Commission

Date

Utah State Historic Preservation Office:

Deputy Utah State Historic Preservation Officer

Date

Notes:

** This document assumes that the term "signatory" has been defined in the agreement to include both signatories and invited signatories.*

Attachment 1

When human remains and/or funerary objects subject to NAGPRA, are discovered as a result of BLM or BLM authorized activity, such as construction or other land-disturbing actions, they are to be handled in the manner described in the “inadvertent discovery” procedures found in 43CFR 10.4.

“Inadvertent discovery” procedures in 43 CFR 10 include ceasing all activity in the area of the discovery and protecting all discovery materials. If materials are NAGPRA materials the Field Office is required to identify and consult with any lineal descendant or culturally related tribe or any tribe for whom the area of discovery falls within the boundaries of their aboriginal lands. Consultation should focus on the BLMs plan of action and final disposition of the discovered materials and must be documented.