



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Wyoming State Office
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In Reply Refer To:
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October 4, 2006

Information Bulletin No. WY-2007-001

To: Field Office Managers and Cultural Resource Staff
From: Acting Deputy State Director, Resources Policy and Management
Subject: Statewide Memorandum of Agreement (MOA) Regarding Documentation Standards for Cultural Resource Reports on Actions Also Requiring Federal Communications Commission (FCC) Approval

The purpose of this Information Bulletin is to notify Field Office personnel that the Bureau of Land Management (BLM) Wyoming State Office and Wyoming State Historic Preservation Officer (SHPO) have signed a statewide MOA (copy attached) regarding documentation standards for cultural resource inventory reports for actions that also require approval from the FCC. This standard deviates from, but is equivalent to, the Wyoming Standards and Guidelines for Cultural Resource Reports. BLM and SHPO have agreed to accept FCC Forms 620 (for new tower proposals) and 621 (for collocation proposals) with the addition of several items specifically identified in the attached MOA.

Questions about the MOA should be addressed to Judyth Reed at 307-775-6017.

/s/Martin G. Griffith

1 Attachment:
1 – MOA (4 pp.)

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BUREAU OF LAND MANAGEMENT (BLM) AND
THE WYOMING STATE HISTORIC PRESERVATION OFFICER (SHPO)
REGARDING DOCUMENTATION STANDARDS FOR
ACTIONS ON BLM LANDS IN WYOMING
THAT ALSO REQUIRE APPROVAL FROM THE
FEDERAL COMMUNICATIONS COMMISSION (FCC)**

WHEREAS, the Federal Communications Commission, the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers have signed a *Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission* (FCC Nationwide Programmatic Agreement); and

WHEREAS, documentation standards for review under the FCC Nationwide Programmatic Agreement have been defined as FCC Form 620 and FCC Form 621; and

WHEREAS, 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 BLM Will Meet Its Responsibilities Under the National Historic Preservation Act, STATE PROTOCOL Between the Wyoming BLM State Director and the Wyoming State Historic Preservation Officer" (hereinafter "State Protocol"), executed on March 8, 2006, is incorporated herein by reference; and

WHEREAS, pursuant to the State Protocol between the Wyoming BLM State Director and the Wyoming State Historic Preservation Officer, BLM and SHPO may agree to accept forms of documentation that meet the State of Wyoming Format, Guidelines, and Standards for Class II and III Reports; and

WHEREAS, the State of Wyoming and the SHPO do not waive their sovereign immunity by entering into this MOA, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA;

NOW, THEREFORE, BLM and SHPO agree that with the addition of the items listed in Stipulation I, FCC Forms 620 and 621 will be accepted for actions proposed to the FCC on BLM-managed lands in Wyoming.

STIPULATIONS

The BLM shall ensure that the following stipulations are implemented:

- I. The following items will be completed or included with Forms FCC 620 and FCC 621:

- A. Fieldwork notifications and other required data will be entered into CRMtracker.
- B. State of Wyoming Cultural Property Forms and Isolated Resource Forms will be used to document cultural resources.
- C. The State of Wyoming Survey Report Cover Page will be attached to each report.
- D. Project location information will include Township, Range, and $\frac{1}{4}$ Section, Universal Transverse Mercator data, and GPS locations for all sites and isolates, as described in the Wyoming Guidelines and Standards for Class II and Class III Reports.
- E. A succinct description of the environment will be included with the description of the Area of Potential Effects (APE).
- F. A general project map that meets the standards for maps in the Wyoming Format, Guidelines and Standards for Class II and III Reports will be included with each report.

II. Dispute Resolution

If there is an objection by either signatory to this MOA to the manner in which the terms of the MOA are implemented, the parties will meet to resolve the objection. If the objection cannot be resolved through staff discussion, the matter shall be referred to the BLM State Director. The matter may be referred to the BLM Preservation Board which will provide recommendations for resolution to the State Director. The final decision for resolution of the objection by either signatory shall be made by the BLM State Director.

Nothing in this Section shall be construed or interpreted as a waiver of any judicial remedy that would be available to any party to this MOA.

III. Amendment

Either signatory to this agreement may request that the other signatory consider amending it if circumstances change over time and warrant revision of the stipulations. Amendments shall be executed in writing and shall be signed by both signatories in the same manner as the original MOA.

IV. Termination

- A. Either signatory to this agreement may initiate consultation for termination by providing 60 business days' notice to the other parties of their intent. After notification by the initiating consulting party, the signatories shall consult during the 60-day notice period to seek agreement on amendments or any other actions that would address the issues and avoid termination.

- B. Should the FCC Nationwide Programmatic Agreement be terminated, this Memorandum of Agreement will become null and void.
- C. In the event of termination of either the FCC Nationwide Programmatic Agreement or this MOA, the BLM will refer to the Wyoming State Protocol to address the manner in which actions proposed to the FCC on BLM-managed lands will be processed.

V. Sunset Terms

This MOA will remain in effect for ten (10) years, at which time it will be evaluated and revised if necessary, renewed for another 10 years, or terminated as agreed.

General Provisions

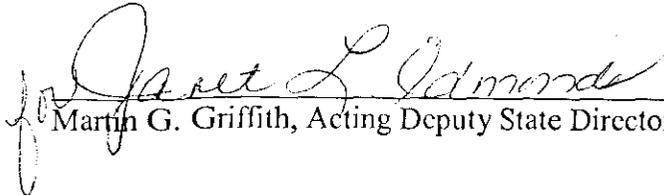
- A. **Entirety of Agreement.** This MOA, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- B. **Prior Approval.** This MOA shall not be binding upon either party unless this MOA has been reduced to writing before performance begins as described under the terms of this MOA, and unless this MOA is approved as to form by the Attorney General or his representative.
- C. **Severability.** Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- D. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties and obligations contained in this MOA shall operate only between the parties to this MOA, and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA. The parties to this MOA intend and expressly agree that only parties signatory to this MOA shall have any legal or equitable right to seek to enforce this MOA, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOA, or to bring an action for the breach of this MOA.

Signatures. In witness whereof, the parties to this MOA through their duly authorized representatives have executed this MOA on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

The effective date of this MOA is the date of the last signature affixed to this page

SIGNATORIES

Bureau of Land Management, Wyoming State Office



Martin G. Griffith, Acting Deputy State Director, Resource Policy and Management

Date 9-14-2006

Wyoming State Historic Preservation Office



Sara Needles, State Historic Preservation Officer

Date 9/14/06

Approval as to Form:
Wyoming Attorney General's Office

 # 74/0

Donald Gerstein, Senior Assistant Attorney General

Date 9/14/06