**MEMORANDUM OF AGREEMENT**

**AMONG**

**THE FEDERAL COMMUNICATIONS COMMISSION (FCC),**

**THE (SHPO), (Tribal Nations if applicable), (tower proponent), and (other required**

**Signatories if applicable)**

**REGARDING**

**THE (Name of tower or collocation information) at (list location)**

**TCNS # (add)**

**WHEREAS, (tower proponent or licensee*)*** proposes to (***describe the undertaking/project and (if a tower) height and type)*** at ***(describe project area, including coordinates and street address or other description of location*)** to support communications facilities for its FCC-licensed service ***(or to support communications for use by an FCC licensees)*** (Project);and

**WHEREAS, (tower proponent or licensee*)*** is a licensee of the FCC and (**or is building the tower for a licensee of the FCC that**) intends to use antennas on the tower in connection with the provision of its licensed service (***adjust language as appropriate if a collocation***); and

**[WHEREAS**, ***(use this clause if applicable)*** the proposed tower requires antenna structure registration with the FCC pursuant to 47 CFR 17.4(a); and

**WHEREAS,** the FCChas determined that the Project is a federal undertaking subject to review under the National Historic Preservation Act (NHPA), as amended by Pub. L. No. 96-515 (54 U.S.C. § 306108); and

**WHEREAS**, (**tower proponent*)***, pursuant to delegation from the FCC, initiated review for the Project pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), as required by the FCC rules at 47 CFR §§ 1.1307(a)(4), 1.1320; and

**WHEREAS**, (**tower proponent*)*** has consulted with the SHPO pursuant to 36 CFR Part 800, as well as pursuant to the *Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission* (NPA), 47 CFR Part 1, App. C (or use *Nationwide Agreement for the Collocation of Wireless* Antennas 47 CFR Part 1, App. B*;* if appropriate*)*, and is a signatory to this MOA; and

**WHEREAS**, the FCC, in consultation with the SHPO, established the Area of Potential Effects (APE), consistent with Stipulation VI of the NPA, to include the area of potential ground disturbance and any property that will be physically altered or destroyed by the project, as well as the geographic area in which the project introduces new visual elements ***(alter, if necessary, to address particular circumstances)***; and

**WHEREAS**, the FCC and the (**SHPO and/or Tribal Nation**) have determined that the proposed Project may have an adverse effect on the following **(Historic Property or Historic Properties)**, **(name and identify Historic Property/describe adverse effect to the historic property)** which **(“is” or “are”) (“listed in” or “eligible for listing in”)** the National Register of Historic Places; and

**WHEREAS**, **(tower proponent*)***, consistent with the FCC’s requirements for environmental review, has considered and evaluated a number of alternatives for the project and concluded that these options are either unavailable to **(tower proponent)** or do not meet the technical requirements necessary to satisfy the coverage needs of the telecommunications systems to be supported by the antennas (***revise as necessary to describe reasons for rejecting alternatives in the particular case***); and

**WHEREAS**, members of the public were afforded a 30-day period to participate in and comment on this proceeding pursuant to a notice published inthe *(***name of paper*)***on (**date*)***, and no objections pertaining to effects on Historic Properties were received (***or describe objections and disposition if any***); and

**WHEREAS**, local government officials were notified and afforded an opportunity to participate in and provide comments on this proceeding pursuant to Section V. of the NPA; and

**WHEREAS** (**tower proponent*)*** has made a reasonable and good faith effort to identify and notifyFederally-recognized Tribal Nations that might attach religious and cultural significance to Historic Properties within the APE, including (**list each Tribal Nation notified*)***, and none of the notified Tribal Nations (***alter to suit the particular circumstances if a Tribal Nation(s) has objected or is participating in the MOA***) have objected to the Project; and

**WHEREAS**, in accordance with Stipulation VII.D.2 of the NPA, **(tower proponent)** has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with the specified and required documentation and the ACHP has declined to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii);

**WHEREAS,** upon transfer of any ownership interest in the aforementioned project, any and all assignees shall be subject to all terms and conditions of this agreement.

**NOW, THEREFORE,** the FCC, the SHPO, (**tower proponent*)*** agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effects of the project on Historic Properties; and agree that the following measures shall constitute full, complete and adequate mitigation under the NHPA, as amended, the implementing regulations of the ACHP, and the FCC’s rules.

**STIPULATIONS**

The FCC, through coordination with (**tower proponent*)*** and its assignees, shall ensure that the following measures are carried out following execution of this MOA:

**I. MITIGATION OF ADVERSE EFFECT**

**(Tower proponent)** shall complete (**state deliverable/final product of the mitigation*)***. Measures involving historical or archeological expertise should generally be completed by a professional meeting the applicable Secretary of the Interior’s Professional Qualifications Standards.

1. **(Deliverables must be measurable and achievable within the timeframe of the MOA)**
2. **(Outline each step in preparing the deliverable)**

**1. (use headings and sub-headings)**

**a. (e.g how the text has been organized in this section)**

1. **(provide review time frames)**
2. **(state the entity responsible for completing each step, and any necessary professional qualifications for preparers)**
3. (***if any documents are attached as an appendix, identify those documents with the appropriate mitigation measure*)**

**II. REPORTING**

Following the execution of this MOA and until it expires or is terminated, (**tower proponent*)*** shall provide all parties to this MOA (***and the ACHP if appropriate)*** an annual summary report and a final report when the tower proponent completes the mitigation, detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and/or objections received in carrying out the terms of this MOA.

**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, the FCC shall consult with such party to resolve the objection. If the FCC determines that such objection cannot be resolved, the FCC will:

1. Forward all documentation relevant to the dispute, including the FCC’s proposed resolution, to the ACHP. The ACHP’s policy is to provide the FCC with its advice on the resolution of any objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the FCC 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. The FCC will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day period, the FCC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FCC 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. The FCC’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. REMOVAL**

In the event that (**tower proponent*)*** abandons the facilities at the Project site, **(tower proponent)** will remove all of its antennas and equipment and restore the project area to the same condition as existed prior to commencement of the Project.

**V. DURATION**

This MOA will expire if its terms are not carried out within a period of three years (***or some other agreed upon period but not to exceed 5 years*)** from the date of its execution. Prior to such time, the FCCmay consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below*.*

**VI. POST-REVIEW DISCOVERIES**

In the event that **(tower proponent)** discovers a previously unidentified site within the APE that may be a Historic Property that would be affected by the project, **(tower proponent)** shall promptly stop work and notify the FCC, the SHPO and any potentially affected Indian tribe.

If **(tower proponent)** and the SHPO concur that the discovered resource is eligible for listing in the National Register, **(tower proponent)** will consult with the SHPO, and Indian tribes as appropriate, to evaluate measures that will avoid, minimize, or mitigate adverse effects. Upon agreement regarding such measures, **(tower proponent)** shall implement them and notify the FCC of its action.

If **(tower proponent)** and the SHPO cannot reach agreement regarding the eligibility of a post-review discovery, the matter will be referred to the FCC for review. If **(tower proponent)** and the SHPO cannot reach agreement on measures to avoid, minimize, or mitigate adverse effects, the matter shall be referred to the FCC for appropriate action.

If **(tower proponent)** discovers any human or burial remains during implementation of the project, **(tower proponent)** shall cease work immediately, notify the SHPO and FCC, and adhere to applicable State and Federal laws regarding the treatment of human or burial remains.

**VII. AMENDMENTS**

This MOA may be amended prior to its expiration or termination 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.

**VIII. 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 VII 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, the FCCmust either (a) execute a MOA pursuant to 36 CFR Section 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR Section 800.7. The FCCshall notify the signatories as to the course of action it will pursue.

Execution of this MOA and implementation of its terms evidence that the FCChas taken into account the effects of this project on Historic Properties and afforded the ACHP an opportunity to comment.

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**THE (SHPO), (Tribal Nations if applicable), (tower proponent), and (other signatories) REGARDING**

**THE (Name of tower or collocation information) at (list location)**

**TCNS # (insert)**

**SIGNATORY:**

**Federal Communications Commission**

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Paul D’Ari Date

Senior Legal Counsel, Competition and Infrastructure Policy Division

Wireless Telecommunications Bureau

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**TCNS # (insert)**

**SIGNATORY:**

**State Historic Preservation Office (*or Tribal Historic Preservation Office, if acting as the SHPO)***

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**(name, title, entity)** Date

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**THE (Name of tower or collocation information) at (list location)**

**TCNS # (insert)**

**SIGNATORY:**

**Tower proponent**

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**THE (Name of tower or collocation information) at (list location)**

**TCNS # (insert)**

**(*SIGNATORY: Other Consulting Party or Entity that has a role in mitigation, if applicable)***

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**THE (Name of tower or collocation information) at (list location)**

**TCNS # (insert)**

**(*INVITED SIGNATORY: Concurring Party, if applicable*)**

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**(name, title, entity)** Date