

**MEMORANDUM OF AGREEMENT
BETWEEN THE US GENERAL SERVICES ADMINISTRATION,
US THE BUREAU OF LAND MANAGEMENT,
AND THE
STATE HISTORIC PRESERVATION OFFICERS OF
KANSAS, OKLAHOMA, AND TEXAS
REGARDING THE DISPOSAL OF THE
FEDERAL HELIUM SYSTEM AT CLIFFSIDE
AND ASSOCIATED PIPELINE AND BUILT INFRASTRUCTURE**

WHEREAS, this Memorandum of Agreement (“MOA”), inclusive of all exhibits, is made as of this ____ day of February 2023, by the U.S. General Services Administration (“GSA”), the US Bureau of Land Management (“BLM”), the Kansas State Historic Preservation Office (“KS SHPO”), the Oklahoma State SHPO (“OK SHPO”), and the Texas State Historic Preservation Office (“TX SHPO”) (all referred to collectively herein as the “Signatories” or “Parties” or individually as a “Signatory” or “Party”) pursuant to Section 106 of the National Historic Preservation Act (“NHPA”) 54 U.S.C. § 306108, and its implementing regulations at 36 CFR Part 800; and

WHEREAS, BLM is the federal agency with administrative control, custody, and accountability on behalf of the United States of the Federal Helium System and associated pipeline and infrastructure; and

WHEREAS, the undertaking consists of the disposal of the Federal Helium System (“Property”) pursuant to the terms of the Helium Stewardship Act of 2013 (Public Law 113–40) which directs the Secretary of the Interior (DOI) shall designate as excess property and dispose of the Federal Helium System which shall be in accordance with subtitle I title 40 U.S.C.; and

WHEREAS, the “Property” is defined in the Helium Stewardship Act of 2013 and consists of:

- (a) Cliffside Helium Plant Facility buildings, structures, and other built government-owned infrastructure located on leased property at 13301 Brickplant Road, Amarillo, Potter County, Texas;
- (b) Cliffside Gas Field encompassing 38,314 +/- acres of gas interests and associated natural gas wells;
- (c) 423 miles of helium pipeline (multi-state: KS-OK-TX) that distributes helium from Amarillo, Potter County, Texas to Bushton, Rice County, Kansas;
- (d) Kansas Satanta Maintenance Station, a 10.46 acre government owned property containing buildings, structures, and other infrastructure at 2089 Road HH U.S. Highway 56, Santana, Haskell County, Kansas;
- (e) 800 MMcf of crude helium (inert gas); and
- (f) 13,760 acres of gas storage rights for the Bush Dome (for injection), a natural formation and helium storage reservoir located approximately 3,000 feet underground the privately owned surface in Potter County, Texas;

WHEREAS, GSA is the federal agency which directs and supervises the disposition of federal property pursuant to subtitle I title 40 U.S.C. § 541 on behalf of BLM pursuant to DOI/BLM’s specific statutory authority to dispose of all right, title and interest in the Federal Helium; and

WHEREAS, BLM has designated GSA as the lead federal agency for Section 106 compliance for the undertaking in accordance with 36 CFR §800.2(a)(2); and

WHEREAS, GSA, in consultation with the KS, OK, and TX SHPO offices, has defined the undertaking's area of potential effects (APE) as (1) Cliffside Gas Field and Plant; (2) the Satanta Maintenance Station; and (3) pipeline between Cliffside (Amarillo, Potter County, Texas) and Bushton (Rice County, Kansas); and

WHEREAS, in consideration of 36 CFR § 800.5(a)(2)(vii), and in consultation with the KS SHPO and the TX SHPO, GSA has determined that the undertaking will have an adverse effect on the helium pipeline, certain infrastructure within the present-day Cliffside Helium Plant (Texas) and Satanta Maintenance Station (Kansas), which are eligible for listing in the National Register of Historic Places ("NRHP") under Criterion A and Criterion Consideration G, and has consulted to resolve adverse effects in accordance with 36 CFR § 800.6; and

WHEREAS, in consultation with the OK SHPO, GSA has determined that the pipeline section that extends through Oklahoma (historically associated with the Helium Plant and Gas Field in Keyes, OK) is not eligible for listing in the NRHP, as the Keyes Plant was dismantled in 1982 and lost integrity; and

WHEREAS, in accordance with 36 CFR § 800.3(f)(2), GSA sent invitations to consult to the following Indian tribes: Northern Cheyenne, Absentee Shawnee Tribe of Oklahoma, Apache Tribe of Oklahoma, Kaw Nation, Osage Nation, Wichita and affiliated Tribes, Comanche Nation, Cheyenne - Arapaho Tribes, Kiowa Tribe, Northern Arapaho Tribe of the Wind River Reservation, Jicarilla Apache Tribe, Mescalero Apache, Tonkawa Tribe, Otoe-Missouria, Prairie Band of the Potawatomi Nation, Ute, Wyandotte, Ponca and none elected to participate as Consulting Parties; and

WHEREAS, GSA conducted a 15-day public comment period publicized via (1) electronic posting on GSA's public sale website, (2) paper notice posted outside of the Bureau of Land Management Amarillo Field Office, and (3) emails to The Panhandle-Plains Historical Museum Research Center, Don Harrington Discovery Center, Haskell County Historical Society & Museum, and (4) published notice informing the public of the undertaking in the Amarillo Globe-News (online and print newspaper) on October 14 and October 29, 2022 and received no substantive comments; and

WHEREAS, the BLM, has contracted with the Public Lands Interpretive Association for the creation of a public interpretative signage related to the history of the Federal helium program to be posted at the Cross Bar Management Area - Amarillo, Texas, (property not included in the federal helium sale) in support of future public education; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), GSA has notified the Advisory Council on Historic Preservation ("ACHP") of its adverse effect determination and the ACHP has chosen *not* to participate in consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, GSA, BLM, TX SHPO, the OK SHPO, and the KS 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

GSA and BLM shall ensure that the following measures are carried out:

I. HISTORIC PROPERTY INTERPRETATION

GSA and BLM will produce the following items as mitigation. All items are to be completed on or before the expiration of the MOA. If items cannot be completed, GSA, in coordination with BLM, will inform Signatories, and may choose to extend the duration of the MOA as indicated in Stipulation V of this document. GSA, in coordination with BLM, will submit drafts of these items to SHPO offices for their review and comments before publishing final versions and SHPO offices will have thirty (30) calendar days to submit comments to GSA. If no comments are received, GSA, in coordination with BLM, will proceed with production. Production timeline will not interfere with or impede the sale and transfer of the Property out of federal ownership.

- A. The production of a Historic Context that is tailored to a public audience. The context is expected to be 3,250-5,000 words in length. GSA, in coordination with BLM, and KS, OK, and TX SHPO offices, will prepare and distribute to local libraries and universities, including the Panhandle-Plains Historical Museum Research Center.
- B. In addition to the historic context, GSA and BLM will submit articles suitable for publication in the Handbook of Texas, Encyclopedia of Oklahoma History (Chronicles), and Culture and Encyclopedia of Kansas History. One article for each publication based on the Historic Context and tailored to topics applicable to the Federal Reserve Helium system in that respective state. The articles shall be in keeping with the editorial requirements of the online encyclopedias.

II. COMMUNICATION

Any notice or other communication required under this MOA will include the following agency representatives:

- A. Communication to GSA: Victoria Clow, Historic Preservation Specialist (R7); Sylvia Rose Augustus, Regional Historic Preservation Officer (R6)
- B. Communication to BLM: Erin Knolles, Oklahoma Field Office Archaeologist, and the BLM New Mexico Deputy Preservation Officer (currently vacant)
- C. Communication to KS SHPO: Lauren Jones, Review and Compliance Coordinator
- D. Communication to the OK SHPO: Lynda Ozan, Deputy State Historic Preservation Officer
- E. Communication to TX SHPO: Alex Toprac, Program Coordinator, Federal & State Review Program

III. DURATION

This MOA will expire five (5) years from execution. Prior to such time, GSA and/or BLM, may consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

IV. DISPUTE RESOLUTION

Should any Signatory object at any time to any actions proposed, or how the terms of this MOA are implemented, GSA and/or BLM, as appropriate, will consult with such party to resolve the objection. If GSA and/or BLM, as appropriate, determines that such objection cannot be resolved, the appropriate agency will:

- A. Forward all documentation relevant to the dispute, including the appropriate agency's proposed resolution, to the ACHP. The ACHP will provide the appropriate agency and SHPO 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 appropriate agency will prepare a written response to any timely comments regarding the dispute from the Signatories and provide them with a copy of this written response. The appropriate agency 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 period, the appropriate agency may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the appropriate agency will prepare a written response to any timely comments regarding the dispute from the Signatories and provide them with a copy of such written response.
- C. It is each agency's responsibility to carry out the terms of this MOA that are not the subject of the dispute.

V. 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 the Signatories is filed with the ACHP.

VI. TERMINATION

A. If any Signatory determines that its terms will not or cannot be carried out, that party will immediately consult with the other Signatories to attempt to develop an amendment per Stipulation VI, above. If within thirty (30) days an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories.

B. Once the MOA is terminated, and prior to work continuing on the undertaking, the appropriate agency 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. The appropriate agency will notify the Signatories as to the course of action it will pursue.

VII. ANTI-DEFICIENCY ACT

GSA and BLM obligations under this MOA are subject to the availability of funds and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act (31 U.S.C. § 1341). GSA and BLM will make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs its ability to implement the stipulations of this MOA, GSA and/or BLM, as appropriate, will consult with the other Signatories in accordance with the amendment and termination procedures in Stipulations V and VI.

VIII. REGULATORY COMPLIANCE

Execution of this MOA by the Signatories and implementation of its terms evidence that GSA and BLM, as applicable, have taken into account the effects of this undertaking on

historic properties and afforded the ACHP an opportunity to comment and therefore have complied with their requirements under Section 106 of the NHPA.

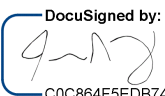
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REGARDING THE CLIFFSIDE FEDERAL HELIUM PLANT
AND ASSOCIATED PIPELINE AND BUILT INFRASTRUCTURE**

SIGNATORIES:

U.S. General Services Administration

By: **BETH SAVAGE**
Beth L. Savage
Federal Preservation Officer
U.S. General Services Administration

Date: _____

By:  **Jared Bradley**
Acting PBS Regional Commissioner for the Greater Southwest Region
U.S. General Services Administration

Date: 2/2/2023

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SIGNATORIES:

U.S. Bureau of Land Management

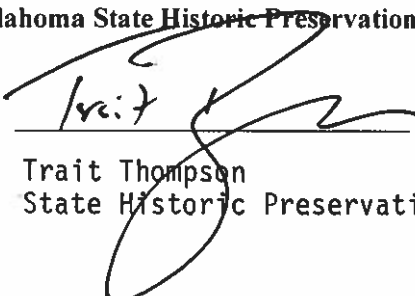
By:  Date: 4-11-2023

[Name] **ROBERT PAWELEK**
[Title] **FIELD MANAGER**
U.S. Bureau of Land Management

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SIGNATORIES:

Oklahoma State Historic Preservation Office

By: 

Date: 2/28/23

Trait Thompson
State Historic Preservation Officer

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SIGNATORIES:

Texas State Historic Preservation Office

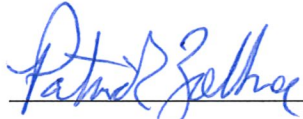
By: Mark Wolfe
[Name]
[Title]
[formal name of SHPO office]

Date: 2/28/23

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SIGNATORIES:

Kansas State Historic Preservation Office

By: 
Patrick Zollner
State Historic Preservation Officer
Kansas Historical Society

Date: 2-23-23