

Dear Consulting Party,

On behalf of the Core Team for the Arizona Conservation Partnership Cultural Resource Programmatic Agreement (PA) process, this email is an update on some important developments in the project. The Bureau of Land Management (BLM) is consulting with you pursuant to Section 106 of the National Historic Preservation Act (Section 106) and seeking your input on the first draft of the *Section 106 Programmatic Agreement among the BLM, the Arizona State Historic Preservation Officer, [and other signatories] Regarding the Effects of Vegetation Management and Rangeland Improvements Activities in Arizona*.

Please provide your comments in the attached comment response table and send to Melissa.Rose@GalileoAZ.com by **January 8, 2019.**

The BLM is interested in any comments you have on the draft PA and asks that you provide your comments in the response table. After all comments have been submitted, they will be compiled into a single document. The BLM will provide responses to the comments and send those back to the Consulting Parties.

Your input is vital in making this a productive and sensible document. If you have any questions at all, feel free to let me know so we can facilitate getting you the information you need.

As a reminder, BLM is hosting two webinars to discuss the first draft of the PA, provide information on how to comment, and provide opportunities for additional questions. Agenda and meeting access will be provided to those who register using the information below:

Monday, Dec. 10, 2018 | 1 - 3 p.m. MST | Online Webinar

Register > <https://www.eventbrite.com/e/az-conservation-partnership-programmatic-agreement-dec-10-tickets-52371170581>

Tuesday, Dec. 11, 2018 | 6 - 8 p.m. MST | Online Webinar

Register > <https://www.eventbrite.com/e/az-conservation-partnership-programmatic-agreement-dec-11-tickets-52371219728>

Your input and time on this document is greatly appreciated.

SECTION 106 PROGRAMMATIC AGREEMENT
AMONG
THE BUREAU OF LAND MANAGEMENT-ARIZONA STATE OFFICE,
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER,
ETC (other signatories)
REGARDING THE EFFECTS OF
VEGETATION MANAGEMENT AND RANGELAND IMPROVEMENT ACTIVITIES
IN ARIZONA

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7 VEGETATION MANAGEMENT AND RANGELAND IMPROVEMENT ACTIVITIES
8 IN ARIZONA
9

10
11 **WHEREAS**, the purpose of this programmatic agreement (Agreement) is to identify streamlined
12 processes related to large scale vegetation management and rangeland improvement activities on
13 Federal, State, Tribal, County, and private lands to meet legal responsibilities for routine and
14 repetitive actions or Undertakings throughout Arizona that are subject to review pursuant to 36
15 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation
16 Act (NHPA) and found at 54 U.S. Code (USC) §§ 300101 to 307108), as amended (hereafter
17 referred to as Section 106); and

18
19 **WHEREAS**, federal decisions to fund, authorize, permit or license land management activities
20 constitute an Undertaking as defined in 36 CFR 800.16y, that may have the potential to affect
21 historic properties; and

22
23 **WHEREAS**, historic properties are defined as prehistoric and historical archaeological sites,
24 buildings, structures, districts, and/or objects that are at least 50 years old and are listed in or
25 eligible for listing in the National Register of Historic Places (NRHP); and

26
27 **WHEREAS**, this Agreement allows for individual Undertakings to be grouped by
28 administrative, conservation and land management activities, and approached on a landscape
29 scale, with phasing, as needed in order to streamline cultural resources investigations; and

30
31 **WHEREAS**, the lead federal agency will be determined on a case by case basis for each
32 individual Undertaking conducted under this Agreement; and

33
34 **WHEREAS**, participating federal agencies recognize that the lead federal agency for an
35 Undertaking is responsible for compliance with Section 106, including government-to-
36 government consultation with Native American Tribes; and

37
38 **WHEREAS**, the area of potential effects (APE) shall be defined for each individual Undertaking
39 by the lead federal agency as per **Stipulation VI** of this Agreement; and

40
41 **WHEREAS**, the Bureau of Land Management (BLM) is the lead federal agency in the
42 development of this Agreement and BLM-AZ is a Signatory to this Agreement; and

43
44 **WHEREAS**, BLM has consulted with the State Historic Preservation Office (SHPO) and the
45 SHPO is authorized to enter this Agreement pursuant to Sections 101 and 106 of the NHPA, as
46 amended and pursuant to 36 CFR 800.2(c)(1)(i) and 800.6(b)(1)(i) in order to fulfill its role of

1 advising and assisting federal agencies in carrying out their responsibilities; therefore, SHPO is a
2 Signatory to this Agreement; and
3

4 **WHEREAS**, the BLM has coordinated development of this Agreement with federal land-
5 managing agencies including the U.S. Forest Service (USFS) Region 3, Bureau of Reclamation
6 (Reclamation), Department of Defense, National Park Service (NPS), U.S. Fish and Wildlife
7 Service (USFWS); and
8

9 **WHEREAS**, the BLM has coordinated development of this Agreement with state-land
10 managing agencies including the Arizona State Land Department (ASLD), Arizona Game and
11 Fish Department (AGFD), Arizona Department of Transportation (ADOT), Department of
12 Forestry and Fire Management (ADFFM), and Arizona State Parks and Trails (ASPT); and
13

14 **WHEREAS**, BLM has coordinated with agencies that may fund conservation activities or have
15 administrative responsibilities under this agreement including the Bureau of Indian Affairs
16 (BIA), Natural Resources Conservation Service (NRCS), Arizona Forestry and Fire Management
17 (AFFM), and Arizona Association of Conservation Districts (AACD); and
18

19 **WHEREAS**, nothing in this Agreement shall affect any individual agency's decision-making
20 responsibilities under applicable tribal, state, and federal law, and the lead federal agency for
21 individual Undertakings shall follow streamlined consultation protocols to ensure relevant land-
22 managing agencies responsibilities are taken into account; and
23

24 **WHEREAS**, for Undertakings involving federal land, federal land managers shall follow the
25 Native American Graves Protection and Repatriation Act (NAGPRA) 43 CFR 10, regarding the
26 treatment of human remains. For Undertakings involving state and private lands the agencies
27 shall follow the procedures found in A.R.S. § 41-844 for state land and A.R.S. § 41-865 for
28 private land; and
29

30 **WHEREAS**, BLM has consulted, and will continue to consult with the federally-recognized
31 resident and non-resident Tribes that may attach religious or cultural significance to historic
32 properties affected by the Undertaking including Ak-Chin Indian Community, Cocopah Tribe of
33 Arizona, Colorado River Indian Tribes, Fort McDowell Yavapai Nation, Fort Mojave Indian
34 Tribe, Gila River Indian Community, Havasupai Tribe of the Havasupai Reservation, the Hopi
35 Tribe, Hualapai Tribe of the Hualapai Indian Reservation, Kaibab Band of Paiute Indians of the
36 Kaibab Indian Reservation, Navajo Nation, Pascua Yaqui Tribe of Arizona, Quechan Tribe of
37 the Fort Yuma Indian Reservation, Salt River Pima-Maricopa Indian Community, San Carlos
38 Apache Tribe, San Juan Southern Paiute Tribe of Arizona, Tonto Apache Tribe of Arizona,
39 Yavapai-Apache Nation of the Camp Verde Indian Reservation, Yavapai-Prescott Indian Tribe
40 of the Yavapai Reservation, Tohono O'odham Nation, White Mountain Apache Tribe, Pueblo of
41 Zuni, Chemehuevi Indian Tribe, Fort Sill Apache Tribe, Mescalero Apache Tribe, Moapa Band
42 of Paiute Indians, Paiute Indian Tribe of Las Vegas, Paiute Indian Tribe of Utah, and the Ute
43 Mountain Ute Tribe (collectively, Tribes); and
44

45 **WHEREAS**, this Agreement shall not apply to Tribal lands unless the Tribe is a full signatory to
46 this Agreement. Any resident Tribe of Arizona may request to be a full Signatory to this

1 Agreement at the time of execution or afterwards. A resident Tribe that becomes a full Signatory
2 to this Agreement is referred to as a “Signatory Tribe” as defined in **Appendix A**. Upon signing
3 as a full signatory, the terms of this Agreement shall apply to vegetation management and/or
4 rangeland improvement Undertakings on the Signatory Tribe’s Tribal lands; and
5

6 **WHEREAS**, no provision of this Agreement shall be construed by any of the Signatories to this
7 Agreement as abridging or debilitating any sovereign powers or rights of the tribes; or interfering
8 with the government-to-government relationship between the United States and Tribes; and
9

10 **WHEREAS**, status as a Signatory Tribe or Concurring Tribe does not construe or indicate
11 endorsement of any Undertaking under this Agreement; and
12

13 **WHEREAS**, the BLM has invited the Advisory Council on Historic Preservation (ACHP) to
14 participate in this Agreement, and ACHP has agreed to participate; and
15

16 **WHEREAS**, additional consulting parties may participate in this Agreement after its execution,
17 pursuant to Stipulation **XVI (Additional Signatories)** and
18

19 **WHEREAS**, the Parties to this Agreement share a common desire to develop a flexible,
20 programmatic approach for implementing Section 106 of NHPA that will satisfactorily take into
21 account the effects of federal Undertakings on historic properties, provide for appropriate tribal
22 consultation and public participation, minimize redundant documentation, and reduce the need
23 for case-by-case review of routine administrative, conservation and land management activities
24 when historic properties will not be affected or when standard protocols and treatments can be
25 applied; and
26

27 **WHEREAS**, the lead federal agency shall ensure that an appropriate level of public involvement
28 is provided in accordance with 36 CFR § 800.2(d)(2); and
29

30 **WHEREAS**, program alternatives (36 CFR 800.14) may be developed for specific types of
31 activities conducted under this Agreement; and
32

33 **WHEREAS**, additional protocols may be developed in consultation with Signatories and added
34 to this Agreement without amendment of this Agreement; and
35

36 **WHEREAS**, a list of exemptions and screened undertakings is attached, and may be modified in
37 consultation with Signatories and added to this Agreement without amendment; and
38

39 **WHEREAS**, this Agreement does not supersede other agreements without approval by the
40 relevant agencies involved in each Undertaking; and
41

42 **WHEREAS**, all time periods in this Agreement are calendar days unless otherwise specified;
43 and
44

45 **WHEREAS**, Signatories and invited Signatories to this Agreement, collectively, shall be
46 identified as Signatories; and

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NOW, THEREFORE, the Signatories agree that Undertakings conducted under this Agreement shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

1 **STIPULATIONS**

2
3 The Parties to this Agreement agree that the following Stipulations shall be carried out for
4 Undertakings conducted under this Agreement.

5 **I. DEFINITIONS**

6 All definitions in this Agreement follow 36 CFR 800.16 and as otherwise identified in
7 Appendix A.

8 **II. PROFESSIONAL QUALIFICATIONS**

9 A. All actions conducted under this Agreement that involve the identification,
10 evaluation, analysis, recording, treatment, monitoring or disposition of historic
11 properties, or that involve the reporting or documentation of such actions in the form
12 of reports, forms, or other records, shall meet professional standards under regulations
13 (Section 112; 36 CFR 800.(a)(1)) set forth in the Secretary of the Interior's
14 Professional Qualification Standards (48 FR 44738-44739) and/or as authorized
15 under the Arizona Antiquities Act permit.

16
17 B. The participating Agencies acknowledge that Indian tribes “possess special expertise
18 in assessing the eligibility of historic properties that may possess religious and
19 cultural significance to them” (§ 800.4 (c)(1)). Participating Agencies acknowledge
20 and respect traditional knowledge and traditional education systems on their own
21 terms and recognizes that inclusion of individuals with this knowledge is a vital
22 component for the identification, evaluation, analysis, recording, treatment,
23 monitoring or disposition of historic properties.

24
25 C. Non-professionals may assist in cultural resources investigations as dictated by
26 relevant land management agency policy. The lead federal agency under this
27 Agreement must conform to the policy of the appropriate land-managing agency.
28

29 **III. COORDINATION AMONG CONSULTING PARTIES**

30 A. Unless otherwise requested, electronic mail shall serve as the official correspondence
31 method for all communications regarding this Agreement and the Undertakings
32 covered by this Agreement. If a Consulting Party wishes to opt out of electronic
33 communication, they may submit notification of their communication preference.
34

35 B. Individual agency protocols/communication plans are provided in Appendix I.

36 **IV. DESIGNATING THE LEAD FEDERAL AGENCY AND ITS**
37 **RESPONSIBILITIES**

38 A. The lead federal agency shall be designated for each individual Undertaking or
39 Undertakings grouped together under this Agreement.
40

1 B. When an Undertaking subject to review under Section 106 of the NHPA is carried
2 out, licensed, permitted, approved, or assisted by more than one federal agency, the
3 Section 106 regulations allow for some or all of those agencies to designate one lead
4 federal agency [36 C.F.R. § 800.2(a)(2)]. For Undertakings conducted under this
5 Agreement, the Protocol for Designating the lead federal agency provided in
6 **Appendix B** will be followed.

7
8 C. The lead federal agency shall have the following responsibilities:

- 9
- 10 1. Establish the Undertaking, define the APE, and identify consulting parties, per the
11 protocol in **Appendix J: Project Management Protocol** and as identified in the
12 stipulations below.
 - 13 2. Evaluate the scope of the Undertaking and determine whether it meets the criteria
14 for exemptions or screened Undertakings.
 - 15 3. Coordinate with relevant agencies on all decisions related to Section 106 review,
16 including the level of effort for inventories, determinations of eligibility, and
17 findings of project effect. Communication may occur informally through emails
18 and telephone calls, and will be documented to the project file.
 - 19 4. Coordinate with participating agencies to ensure appropriate government-to-
20 government consultation with Tribes is conducted, beginning as early in project
21 planning as possible.
 - 22 5. Maintain records for consultation and the annual report (**Stipulation XIII**).
- 23
24
25
26
27

28 **V. COUNSULTATION PROCESS**

29 Throughout the duration of the Agreement, the lead federal agency for each Undertaking
30 shall seek, discuss, and consider the views of Consulting Parties, and shall, where
31 feasible, seek agreement with them when making decisions under the stipulations of this
32 Agreement.

33
34 A. The lead federal agency shall submit documentation relating to Undertakings under
35 this Agreement to Consulting Parties following the provisions of this Agreement.
36 Unless otherwise agreed, or specified within a Stipulation to this Agreement, those
37 parties shall have thirty (30) days from receipt of the request to review the submitted
38 documentation and provide response, comment, or request additional time.

39
40 B. If the Consulting Parties have not responded to the submitted documentation within
41 thirty (30) days of receipt, the lead federal agency shall make at least one attempt to
42 follow-up with them, via electronic mail and/or telephone, to verify a Consulting
43 Party does not have any input with regard to the issue under consideration. If, after
44 this effort, there has been no response from a Consulting Party, the lead federal
45 agency shall proceed to the next step in the relevant process under this Agreement.

- 1
2 C. If a Consulting Party requires additional time for consultation, a request for
3 extension shall be made in writing within the original review period specified for the
4 consultation. The lead federal agency shall attempt to accommodate such requests,
5 provided they do not adversely affect other scheduled planning efforts.
6
7 D. The lead federal agency shall consider all comments submitted during the review
8 period and shall consult with the appropriate Consulting Parties to resolve
9 disagreements. If the comment cannot be incorporated into the document, the lead
10 agency shall provide a written response outlining the Agency's position.
11
12 1. If comments received from a Consulting Party require only minor editorial
13 corrections, such as spelling, grammatical, formatting, and punctuation errors, the
14 lead federal agency shall execute the changes and complete the consultation.
15
16 2. If substantive changes are required, the lead federal agency shall provide draft
17 copies of the revised documents to the Consulting Parties with a request for
18 second review and comment. Consulting Parties shall have ten (10) days to
19 provide comments on the revised draft.
20
21 E. Following completion of consultation with appropriate Consulting Parties, the lead
22 federal agency shall provide copies of the final document to the Consulting Parties,
23 along with copies of comments received during consultation and a summary of the
24 lead agency's responses to those comment.

25 **VI. DEFINING THE AREA OF POTENTIAL EFFECTS**

- 26 A. The lead federal agency, in coordination with SHPO and relevant land managers,
27 shall determine the APE based on the potential of the Undertaking to alter directly,
28 indirectly, or cumulatively any of the characteristics of a historic property that make
29 the property eligible for, or qualify the property for inclusion in, the National
30 Register of Historic Places (NRHP) in a manner that would diminish the integrity of
31 the property's location, design, setting, materials, workmanship, feeling, or
32 association.
33
34 B. If the APE is located adjacent to Traditional Cultural Properties (TCP), National
35 Historic Landmarks (NHL), National Historic Trails (NHT), or other classes of
36 historic properties, for which setting, feeling, and/or association contribute to NRHP
37 eligibility, then those properties shall be taken into consideration when determining
38 the APE.

39 **VII. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES**

- 40 A. Guidelines for identification and documentation of historic properties.
41
42 1. Each land managing agency's site recording criteria shall be followed. The
43 criteria utilized shall be explicitly stated in the inventory report.
44

- 1 2. For private land, Arizona State Museum site recording criteria shall be followed.
- 2
- 3 3. Documentation shall follow each agency's reporting standards (e.g., Inventory
- 4 Standards & Accounting form, Survey Report Summary Form, technical report)
- 5 (See Stipulation V).
- 6

7 B. Survey Standards

- 8
- 9 1. Depending on the scope of the Undertaking, the land managing agency may
- 10 consider the need for full or sample survey (see survey definitions, Appendix A).
- 11
- 12 2. When a lead federal agency proposes to perform 100% survey of the APE, no
- 13 consultation with the SHPO regarding the level of inventory or extent of survey
- 14 will be required.
- 15
- 16 3. Based upon existing inventory information, the agency may determine that further
- 17 inventory will not be necessary for the APE if a 100% inventory has previously
- 18 been performed and if the fieldwork/documentation are consistent with current
- 19 professional standards (see SHPO Guidance Point No. 5).
- 20
- 21 4. When less than 100% survey is proposed, the lead federal agency shall coordinate
- 22 the inventory strategy with the SHPO and the appropriate land managing
- 23 agency(ies). Alternative strategies may include, but are not limited to, remote
- 24 sensing such as aerial photography (including alternate light source, drone, and
- 25 satellite imagery), predictive modeling, and geophysical survey technologies
- 26 (magnetometry, electrical resistivity, ground-penetrating radar, and Lidar).
- 27

28 C. Determinations of Eligibility

- 29
- 30 1. Prehistoric and historical archaeological sites, buildings, structures, districts and
- 31 objects (property types as defined in National Register Bulletin 15) and
- 32 Traditional Cultural Properties (as defined by National Register Bulletin 38) will
- 33 be evaluated for significance and National Register eligibility by a qualified
- 34 archaeologist, or Tribe, as appropriate.
- 35
- 36 2. The lead federal agency shall ensure that properties that will be affected by an
- 37 Undertaking are evaluated for eligibility for inclusion in the National Register by
- 38 applying the National Register criteria (36 CFR 63) in consultation with the
- 39 SHPO/THPO and any Indian tribe that attaches religious and cultural significance
- 40 to the properties. For purposes of Section 106 unevaluated shall be treated as
- 41 eligible.
- 42
- 43 3. Participating agencies and the SHPO/THPO agree that certain classes of
- 44 properties may be determined eligible for the National Register of Historic Places
- 45 in accordance to Appendix C.
- 46

- 1 4. If not in Appendix C, the lead federal agency shall coordinate with the other land
2 managing agency(ies) to obtain agreement on determinations of eligibility prior to
3 consultation with SHPO/THPO.
4
- 5 5. If the lead federal agency and SHPO/THPO cannot agree on the eligibility of a
6 property, a formal determination of eligibility will be obtained from the Keeper of
7 the National Register, whose decision shall be final.

8 **VIII. ASSESSMENT OF EFFECTS**

9 A qualified archaeologist shall make recommendations of effects for the lead federal
10 agency's consideration. In making its finding of effect, as follows, lead federal agency
11 shall consider the direct, indirect and cumulative effects of the Undertaking to historic
12 properties, as well as any economic impact that may adversely affect historic properties.
13

14 **A. Finding of No Historic Properties Affected**

- 15 1. For all those Undertakings not screened and exempted under **APPENDIX D**, if
16 lead federal agency determines that either there are no historic properties within
17 the APE, or historic properties are present but will not be affected by the
18 Undertaking, lead federal agency shall issue a finding of No Historic Properties
19 Affected pursuant to 36 CFR § 800.4(d)(1). At the time of the finding, the lead
20 federal agency shall document the finding for the annual report, as required under
21 **Stipulation XIII**.
22
- 23 2. If the lead federal agency finds there are historic properties that may be affected
24 by the Undertaking under 36 CFR § 800.4(d)(2), the lead federal agency shall
25 make a finding of effect in accordance with **Stipulation VII**, as applicable.
26

27 **B. Finding of No Adverse Effect**

28 For those Undertakings where historic properties may be affected, the lead federal agency
29 shall apply the Criteria of Adverse Effect in accordance with 36 CFR § 800.5(a). If the
30 effect of the Undertaking will not be adverse, the lead federal agency shall issue
31 a finding of No Adverse Effect in accordance with 36 CFR § 800.5(b) and shall
32 document the finding in one of two ways:
33

- 34 1. No Adverse Effect with agreed upon protection measures.
35 The lead federal agency may make a finding of No Adverse Effect with agreed
36 upon protection measures as described in **APPENDIXES G and H** (protection
37 measures). Following any consultation with Signatory Tribes or federal or state
38 land managing agencies, as set forth in **Stipulations V and VI**, the Undertaking
39 shall not be subject to further review under this Agreement.
40
- 41 2. Any Consulting Parties to this Agreement may propose the adoption of additional
42 protection measures that have proven effective in avoiding adverse effects to
43 historic properties, and provide documentation supporting the proven
44 effectiveness to SHPO/THPO, as applicable, and the other signatories. Where
45 signatories and SHPO/THPO, as applicable, approve, and no other parties object,

1 the proposed standard condition will be added to the appropriate APPENDIX
2 without amendment to this Agreement under Stipulation XV and XVI. The
3 additional APPENDICES will be updated, and copies provided to Consulting
4 Parties.
5

6 C. No Adverse Effect

7 When the agreed upon protection measures in APPENDIX G and H do not apply, the
8 lead federal agency shall consult on the Undertaking pursuant to 36 CFR § 800.5(c). The
9 lead federal agency shall request that any comments be submitted within 15 days of
10 receipt of consultation.
11

12 D. Finding of Adverse Effect

13 If the lead federal agency determines that the criteria of adverse effect in 36 CFR §
14 800.5(a)(1) are met, it will issue a finding of Adverse Effect and consult further to
15 resolve the adverse effect in accordance with Stipulation VIII. In making this
16 recommendation, the lead federal agency will consult with the appropriate land managing
17 agency or Signatory Tribe when a Program funded Undertaking is on land under their
18 respective jurisdiction.
19

20 E. Resolution of Adverse Effects
21

22 1. Standard Measures for Resolving Adverse Effects

- 23 a. Adverse effects to certain types of historic properties may be resolved by
24 following the process in APPENDIX F (Standard Measures for Resolving
25 Adverse Effects) as an alternative to preparing a Memorandum of
26 Agreement (MOA) or project-specific Agreement. The lead federal
27 agency shall make the recommendation for resolving adverse effects
28 through standard measures and notify ACHP of a finding of adverse
29 effect.
30
- 31 b. The lead federal agency shall propose the applicable standard measure for
32 resolving adverse effects, as provided in APPENDIX F, and request
33 comments from SHPO/THPO, as applicable, and the Consulting Parties to
34 the Undertaking. The lead federal agency shall provide the SHPO/THPO
35 and the Consulting Parties to the Undertaking with information on the
36 Undertaking, each property and its significance, the adverse effect to the
37 property, and a justification for resolving adverse effects, as proposed,
38 under APPENDIX F to this Agreement.
39
- 40 c. Where the lead federal agency and SHPO/THPO, as applicable, agree in
41 writing that resolving adverse effects under APPENDIX F, as proposed, is
42 warranted, and any Consulting Party with a role in authorizing the
43 Undertaking concurs in writing, the Section 106 process is completed, and
44 the lead federal agency shall ensure that either a Historic Properties
45 Treatment Plan (HPTP) for resolving the adverse effects is prepared in
46 accordance with APPENDIX F. Where there is no agreement, the lead

1 federal agency shall initiate consultation to prepare an MOA or project-
2 specific Agreement in accordance with 36 CFR § 800.6, or a project-
3 specific Agreement in accordance with 36 CFR § 800.14(b).
4

- 5 d. Any Consulting Party to the Undertaking may object to the lead federal
6 agency regarding the proposal to resolve the adverse effects of the
7 Undertaking through standard measures. The lead federal agency, in
8 consultation with SHPO/THPO, as applicable, and the land manager or
9 permitting agency, if any, shall consider the objection in determining if
10 resolving the adverse effect of the Undertaking under **APPENDIX F** is
11 warranted. Should the lead federal agency determine that resolving the
12 adverse effects of the Undertaking under **APPENDIX F** is not warranted,
13 then the lead federal agency shall prepare a MOA or project-specific
14 Agreement, in accordance with Stipulation VIII.G.1(c).
15
- 16 e. The lead federal agency shall provide draft copies of the HPTP to
17 SHPO/THPO, as applicable, and the other consulting parties to the
18 Undertaking for review and comment. The Consulting Parties shall have
19 30 days to provide comments.
20
- 21 f. The lead federal agency shall ensure that a preliminary report of findings
22 is completed at the end of field work and shall submit the report to all
23 consulting parties to the Undertaking for review and comment. The
24 specific requirements for the preliminary report of findings, as well as the
25 review process and time frames shall be stipulated in the HPTP. The lead
26 federal agency shall not authorize the start of construction until
27 consultation on the preliminary report of findings has been approved by
28 SHPO/THPO and other Consulting Parties.
29
- 30 g. The lead federal agency may propose an in-field meeting to be held at the
31 end of field work during which the results of the field work shall be
32 presented to the Consulting Parties. The lead federal agency may authorize
33 start of construction if the consulting parties attending the in-field meeting
34 agree that the HPTP was adequately implemented and no additional field
35 work is needed. SHPO/THPO, as applicable, and any land managing
36 agency or Tribe with jurisdiction must also concur. The lead federal
37 agency shall ensure that a summary of the in-field meeting and any
38 decisions made at the meeting are included in the preliminary report of the
39 findings required under **Stipulation VIII.E(1)(h)**
40
- 41 h. Preliminary reports shall be completed within 14 days of the end of field
42 work, or in-field meeting, and shall include the results of the field work,
43 any deviation from the HPTP, with justification, if any additional
44 mitigation measures are required, and if any agreements were made during
45 the in-field meeting. Consulting Parties shall have 14 days to review the
46 report and provide written comments to the lead federal agency. Once

1 approved, the revised preliminary report shall be distributed to all
2 Consulting Parties.

- 3
4 i. The lead federal agency shall ensure that a draft treatment report is
5 prepared, and shall submit the draft report to all Consulting Parties to the
6 Undertaking for review and comment within a specified timeframe (to be
7 determined by the lead federal agency). Upon approval of the draft report,
8 including any revisions, a final report will be submitted to all Consulting
9 Parties.

10
11 2. Memorandum of Agreement or Project-Specific Programmatic Agreement

- 12
13 a. When the lead federal agency determines resolution of adverse effect
14 under **APPENDIX F** is not warranted, or is not agreed to, the lead federal
15 agency shall, in consultation with the Consulting Parties, prepare an MOA
16 in accordance with 36 CFR § 800.6, or a project-specific Agreement in
17 accordance with 36 CFR § 800.14(b). The lead federal agency shall invite
18 ACHP to participate, if not already participating. The process for
19 preparing and reviewing the MOA or project-specific Agreement shall be
20 negotiated among the consulting parties to the Undertaking.
21
22 b. The MOA shall be executed upon its filing with the ACHP.
23

24 **IX. POST REVIEW DISCOVERIES**

25 If a post review discovery is made during implementation of an Undertaking conducted under
26 this Agreement, all activities within a 100-foot-radius of the discovery will cease, and the lead
27 federal agency shall take steps to protect the discovery, and promptly report the discovery to
28 SHPO/THPO and appropriate land managing agency, or private land owner. Activities may
29 resume when the appropriate land manager or landowner has resolved the requirements listed in
30 **B,C, and D below**.

- 31
32 A. The lead federal agency shall follow the procedures in 36 CFR 800.13 for post-review
33 discoveries if historic properties are discovered or if unanticipated effects on historic
34 properties are found after the agency has completed Section 106 consultation for the
35 Undertaking.
36
37 B. If human remains and associated cultural items, as defined by the Native American
38 Graves Repatriation Act (NAGPRA), are encountered on federal lands, the land
39 manager will follow the regulations at 43 CFR § 10.
40
41 C. If human remains, funerary objects, sacred ceremonial objects or objects of national or
42 tribal patrimony are discovered on state, county, or municipal lands, either through
43 archaeological excavation or during construction, and no Burial Agreement is in place
44 the lead federal agency shall require the person in charge to immediately cease within
45 a 100-foot radius of the discovery, take steps to protect the discovery, and immediately

1 notify SHPO/THPO and the Director of ASM and shall follow the requirements of
2 A.R.S. § 41-844.

- 3
4 D. If human remains or funerary objects are discovered on private lands, the lead federal
5 agency shall require the person in charge of construction to immediately cease within a
6 100-foot-radius of the discovery, take steps to protect the discovery, and immediately
7 notify them. The lead federal agency shall inform SHPO/THPO, the Director of ASM
8 and the landowner and shall follow the requirements of A.R.S. § 41-865.
9

10 **X. PERMITTING REQUIREMENTS**

11 Archaeological investigations shall be conducted in accordance with a permit issued by the
12 appropriate land management agency or the ASM.
13

14 **XI. CURATION**

15 Participating agencies shall avoid historic properties to the maximum extent possible. Any
16 archaeological materials and records which result from activities undertaken as part of this
17 Agreement or the associated Undertaking(s) shall be curated in accordance with federal laws and
18 regulations, including 36 CFR 79.
19

20 **XII. EMERGENCY ACTIONS**

21 A. Emergency actions are those actions deemed necessary by a participating agency as
22 an immediate and direct response to an emergency situation, which is a disaster or
23 emergency declared by the President, tribal government, or the governor of the state,
24 or other immediate threats to life or property. Emergency actions under this
25 Agreement are only those implemented within thirty (30) days from the initiation of
26 the emergency situation and shall follow 36 CFR § 800.12.
27

28 B. Local emergencies (i.e. outside the definition of 36 CFR § 800.12) may be identified
29 by any Consulting Party and reviewed by the relevant land manager in consultation
30 with SHPO/THPO to determine applicability for assistance on a case-by-case basis.
31 Immediate rescue and salvage operations conducted to preserve life or property,
32 specifically including human and animal life, are exempt from these and all other
33 provisions of this Agreement.
34

35 C. Once the emergency is addressed, the affected agency shall conduct a post-emergency
36 assessment in consultation with the SHPO/THPO and Tribes.

37 **XIII. ANNUAL REPORT AND MEETING**

38 A. Participating agencies shall compile an annual report for the Undertakings that they are
39 the designated lead federal agency, and submit it to all Consulting Parties to this
40 Agreement. Information in the report shall include, but is not limited to, a summary of
41 actions taken including all findings and determinations, list of all exemptions and
42 screened undertakings, and inadvertent effects or post-review discoveries.

- 1
2 B. Participating agencies shall prepare and submit the report no later than January 31 for
3 each year the Agreement is in effect. The Consulting Parties will have 30 days to review
4 and provide comments regarding the effectiveness of the Agreement. Any Consulting
5 Party can request a meeting with relevant participating agencies to address concerns.

6 **XIV. ADDITIONAL SIGNATORIES**

7 Any federal- or state land-managing agency or Tribe can request to become a full or invited
8 Signatory after execution of this Agreement. The process for becoming a Signatory is to request
9 joining the Agreement to BLM, in writing. BLM will prepare a signature page and send it to the
10 party for their signature. The party shall then return the signed signature page to BLM, and BLM
11 shall incorporate it into the Agreement.

12 **XV. AMENDMENTS**

13 Any Signatory to this Agreement may request that it be amended, whereupon the signatories will
14 consult to reach a consensus on the proposed amendment. BLM shall seek input from the
15 concurring parties on any proposed amendments. Any amendment to this Agreement must be
16 signed by all signatories. BLM will provide electronic copies of the amendment to the
17 concurring parties.

18 **XVI. ADDITIONAL PROTOCOLS**

19 Consulting Parties may propose additional protocols by notifying the SHPO in writing the details
20 of the new proposal. The SHPO will respond within 30 days with their determination. If the
21 SHPO agrees with the proposed protocol, the nominating Consulting Party will distribute the
22 proposed protocol to the Consulting Parties for a period of 30 days for review and comment. All
23 Signatories must approve the proposed protocol in order for it to be executed.

24 **XVII. WITHDRAWAL FROM THE AGREEMENT**

- 25 A. Any Signatory or concurring party to this Agreement may withdraw from the Agreement
26 after first providing the other signatories thirty (30) day written notice to explain the
27 reasons for withdrawal and providing them an opportunity to consult regarding
28 amendment of the Agreement to prevent withdrawal.
29
- 30 B. In the case of withdrawal from this Agreement by a Signatory Tribe, the lead federal
31 agency shall comply with 36 CFR Part 800, subpart B, for all Program-funded projects
32 on or affecting lands within the withdrawing Tribe's Tribal lands, in lieu of this
33 Agreement. For all Program-funded projects off the withdrawing Tribe's Tribal lands,
34 the lead federal agency shall consult with the Tribe pursuant to 36 CFR Part 800, subpart
35 B, in lieu of this Agreement. Withdrawal from this Agreement by a Signatory Tribe does
36 not terminate the Agreement.
37
- 38 C. Withdrawal from this Agreement by a federal or state land-managing agency shall
39 require the lead federal agency to comply with 36 CFR Part 800 with respect to all
40 Undertakings on or affecting lands within that agency's jurisdiction, in lieu of this
41 Agreement. Withdrawal from this Agreement by a federal or state land managing agency
42 does not terminate the Agreement.

1 XVIII. DISPUTE RESOLUTION

2 Should any signatory or concurring party to this Agreement object at any time to any actions
3 proposed or the manner in which the terms of this Agreement are implemented, the affected
4 agency shall consult with such party and SHPO/THPO to resolve the objection. If the affected
5 agency determines that such objection cannot be resolved, the affected agency shall:

- 6
- 7 A. Forward all documentation relevant to the dispute, including the affected agency's
8 proposed resolution, to the ACHP. The ACHP shall provide the affected agency with its
9 advice on their solution of the objection within thirty (30) days of receiving adequate
10 documentation. Prior to reaching a final decision on the dispute, the affected agency shall
11 prepare a written response that takes into account any timely advice or comments
12 regarding the dispute from the ACHP, signatories and concurring parties, and provide
13 them with a copy of this written response. The affected agency shall then proceed
14 according to its final decision.
- 15
- 16 B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day
17 time period, the affected agency may make a final decision on the dispute and proceed
18 accordingly. Prior to reaching such a final decision, the affected agency shall prepare a
19 written response that takes into account any timely comments regarding the dispute from
20 the signatories and concurring parties to the Agreement, and provide them and the ACHP
21 with a copy of such written response.
- 22
- 23 C. The affected agency's responsibility to carry out all other actions subject to the terms of
24 this Agreement that are not the subject of the dispute remain unchanged.

25 XIX. CONFIDENTIALITY

26 Pursuant to this stipulation, the signatories and concurring parties agree to appropriately
27 safeguard and control the distribution of any confidential information they may receive as a
28 result of their participation in this Agreement. Such safeguarded information is exempt from
29 disclosure under the Freedom of Information Act (5 USC § 552).

30

31 Information concerning the nature and location of any historic property, archaeological resource
32 (historic or prehistoric), or other confidential historic properties shall be considered sensitive and
33 protected from release under the provisions of the Freedom of Information Act (FOIA) (5 U.S.C.
34 § 552, as amended by Public Law No. 104-231, 110 Stat. 3048), Section 9 of ARPA (16 U.S.C. §
35 470hh), and Section 304 of the NHPA (54 U.S.C. § 307103).

36 XX. TERMINATION

- 37 A. If any signatory determines that it wants to terminate this Agreement, the signatory shall
38 provide a thirty (30) day notification to the other signatories in writing to explain the
39 reasons for proposing termination and consult with the other parties to seek an
40 amendment to the Agreement.
- 41
- 42 B. Should such consultation result in an amendment to the Agreement avoiding termination,
43 the signatories shall proceed to amend the Agreement in accordance with **Stipulation XV**
44 and carry out its provisions as amended.

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C. Should ACHP or SHPO/THPO terminate this Agreement, either individually or collectively, the Agreement shall be terminated in its entirety. Upon termination of this Agreement in its entirety, all signatories shall comply with 36 CFR Part 800, subpart B with respect to each individual Undertaking that would otherwise be reviewed under this Agreement.

XXI. DURATION

This Agreement shall remain in effect for a period of 10 years after the date it takes effect, unless terminated prior to that time. At least one year prior to the expiration date, BLM shall inform the Signatories and shall consult to determine if the Agreement should be allowed to expire or whether it should be extended. This Agreement may be extended for an additional term, the length of which is to be agreed to by the Signatories. The extension shall be codified through an amendment to this Agreement in accordance with **Stipulation XV**. Where there is no agreement by all the signatories, the Agreement will not be extended and will be terminated.

XXII. COUNTERPART SIGNATURES

This Agreement may be executed in counterparts, each separately and together constituting one and the same document. Execution and delivery of this Agreement by facsimile or electronic mail shall be sufficient for all purposes and shall be binding on any party to this Agreement.

Execution of this Agreement by the BLM, the SHPO and the ACHP, and implementation of its terms evidence that the BLM has taken into account the effects of the Undertaking on historic properties and has afforded the ACHP an opportunity to comment.

1 **SIGNATORIES**

2

3 **Bureau of Land Management - Arizona State Office**

4 **State Historic Preservation Officer**

5

1 **APPENDICES**

2 APPENDICES

3 APPENDIX A: DEFINITIONS

4 APPENDIX B: DESIGNATING THE LEAD AGENCY

5 APPENDIX C: ELIGIBLE PROPERTIES

6 APPENDIX D: EXEMPTED UNDERTAKINGS

7 APPENDIX E: SCREENED UNDERTAKING

8 APPENDIX F: STANDARD MEASURES FOR RESOLVING ADVERSE EFFECTS

9 APPENDIX G: RANGELAND MANAGEMENT/ IMPROVEMENT PROTOCOL

10 APPENDIX H: VEGETATION MANAGEMENT PROTOCOL

11 APPENDIX I: AGENCY COMMUNICATION PROTOCOLS

12 APPENDIX J: PROJECT MANAGEMENT PROTOCOLS 47

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14

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1 **APPENDIX A: DEFINITIONS**

2 **APPENDIX A** includes the definitions that pertain to this Agreement. New definitions can be
3 added without amending the Agreement.
4

- 5 1. **Adverse Effect:** occurs when an Undertaking may alter, directly or indirectly, any of the
6 characteristics that qualify a historic property for inclusion in the National Register of
7 Historic Places (National Register) in a manner that would diminish the integrity of the
8 property’s location, design, setting, materials, workmanship, feeling, or association (see
9 criteria of adverse effect at 36 Code of Federal Regulations [CFR] §800.5(a)(1)).
10
- 11 2. **Advisory Council on Historic Preservation (ACHP):** is an independent federal agency
12 established pursuant to section 201 of National Historic Preservation Act (NHPA). Under
13 Section 106 of the NHPA, the ACHP must be afforded an opportunity to comment on
14 federal, federally assisted, or federally-licensed Undertakings that may affect historic
15 properties.
16
- 17 3. **Archaeological Site:** generally means any material remains of past human life or activities
18 in history or prehistory, which are of archaeological interest including, but not be limited to:
19 pottery, basketry, bottles, weapons, projectiles, tools, structures or portions of structures, pit
20 houses, rock paintings, rock carvings, intaglios, graves, human skeletal materials, or any
21 portion or piece of any of the foregoing items that are of human design, manufacture,
22 possession, or use. Specific archaeological site definitions shall follow appropriate land-
23 managing agency guidelines.
24
- 25 4. **Area of Potential Effects (APE):** means the geographic area(s) within which an
26 Undertaking may cause changes in the character or use of historic properties, if any such
27 properties exist. The APE is influenced by the scale and nature of an Undertaking and may
28 be different for different kinds of effects caused by the Undertaking (36 CFR §800.16(d)).
29 The APE must include all areas of direct, indirect, and reasonably foreseeable cumulative
30 effects including, but not limited to, staging areas, temporary construction easements
31 (TCEs), access roads, utility corridors, etc
32
- 33 5. **AZSITE:** Arizona's on-line cultural resources database.
34
- 35 6. **Class I inventory:** background research consisting of a literature review and site files check
36 that is sufficient to identify past survey coverage and generate expectations about the types
37 and frequencies of cultural resources that might be expected during field survey. This
38 research should include a one- mile buffer zone surrounding the survey area for block
39 survey parcels (half-mile in highly urbanized areas), and a half-mile-buffer either side of a
40 linear survey corridor (measured from the center line). Please do not use the term “Class I
41 survey.”
42
- 43 7. **Class II “Sample” Survey:** background research and a sample field survey; the sampling
44 strategy must be agreed to by the lead federal agency in consultation with the SHPO/THPO
45 prior to fieldwork, and discussed in the report. In survey methodology, sampling is the

1 examination of a subset (a statistical sample) of the entire APE to estimate characteristics of
2 the larger area. There are three types of sampling: random, systematic, and stratified.

- 3
- 4 8. **Class III survey:** background research (the Class I inventory) and an intensive field survey
5 meeting current agency and/or ASM standards. Please do not use the term “Assessment
6 Survey” as this generally refers to damage assessments, general overview, or survey not
7 meeting these standards. Although titles should include pertinent information, extremely
8 long titles are often problematic in databases.
- 9
- 10 9. **Concurring Parties:** are those interested parties who may be asked to sign an
11 Memorandum of Agreement (MOA) or Programmatic Agreement (Agreement) but do not
12 have the rights to amend or terminate the MOA or Agreement.
- 13
- 14 10. **Conservation District Cooperator:** a private landowner or land user who has entered into
15 a working relationship or cooperative agreement with a state or tribally authorized
16 conservation district.
- 17
- 18 11. **Conservation Partner:** a conservation district, a county or other local unit of government, a
19 Federal, State or Tribal conservation agency, or other non-government organizations, at the
20 field, State, regional, or national level, having common interests dealing with natural
21 resource conservation.
- 22
- 23 12. **Consulting Parties:** have consultative roles in the Section 106 process and include the State
24 Historic Preservation Officer (SHPO); Tribal Historic Preservation Officer (THPO) or
25 THPOs; Indian tribes; land managing agencies, local governments; applicants for federal
26 assistance, permits, licenses or other approvals; and, any party with a demonstrated legal or
27 economic relation to the Undertaking, or concern with the Undertaking’s effect on historic
28 properties (36 CFR §800.2(c)). Consulting parties may be invited to be concurring parties or
29 signatories to a MOA or Agreement.
- 30
- 31 13. **Cultural Resources:** are prehistoric and historic districts, sites, buildings, structures,
32 objects, cultural landscapes, sacred sites, and traditional cultural properties. Within the
33 broad range of cultural resources are those that have recognized significance, which are
34 called historic properties, as defined below.
- 35
- 36 14. **Cultural Resources Inventory:** refers to the study of an area to identify the cultural
37 resources that are, or may be, present. This term is inclusive of Class I, Class II, and Class
38 III surveys. Class I means a literature/records overview. Class II means a sample inventory
39 conducted in the field at less than 100% survey coverage. Class III means an intensive
40 inventory conducted in the field at 100% survey coverage, as defined by SHPO (See SHPO
41 Survey Report Standards, or its successor document).
- 42
- 43 15. **Cumulative Effects:** Consideration of cumulative effects shall include the reasonably
44 foreseeable additive or interactive effects associated with the Undertaking.
- 45

- 1 16. **Direct Effects:** Direct effects shall be defined to include physical alteration, damage, or
2 destruction, including from vibrations, which occurs at the same time and place and are a
3 result of the Undertaking.
4
- 5 17. **Effect:** on an historic property occurs when an Undertaking may alter characteristics of the
6 property that may qualify it for inclusion in the National Register (36 CFR §800.16(i)).
7
- 8 18. **Emergency or Disaster:** a disaster or emergency under Section 106 is one declared by the
9 President, Tribal government, or the governor of a state and that poses an immediate threat
10 to life (human or animal) or property (36 CFR § 800.12(a)). An emergency under 7 CFR
11 Part 624 is one declared by the President, or when an NRCS State Conservationist
12 determines that watershed impairment exists. Local emergencies may be identified by
13 producers and reviewed by NRCS personnel to determine applicability for assistance on a
14 case-by-case basis.
15
- 16 19. **Fencing:** The term “fence” usually applies to many forms, many of which are constructed
17 of upright posts with boards, rails, pickets or wire, or also to iron structures with open work
18 of horizontal or vertical bars.
19
- 20 20. **Fire Management:** includes all activities related to the management of wildland fires
21 including fire prevention, fire suppression, and use of prescribed fire
22
- 23 21. **Fire Sensitive Sites:** include:
24
 - 25 ● Historic sites with standing, or down wooden structures or other flammable features or
 - 26 artifacts
 - 27 ● Rock art sites (depending on rock type, exposure, fuel type, and fuel loading)
 - 28 ● Cliff dwellings
 - 29 ● Prehistoric sites with flammable architectural elements and other flammable features
 - 30 or artifacts
 - 31 ● Prehistoric sites with exposed building stone of soft or porous material such as
 - 32 volcanic tuff
 - 33 ● Culturally modified trees, including aspen art and peeled/scarred trees
 - 34 ● Certain traditional cultural properties (based on consultation with tribes)
- 35 22. **Historic Property:** is any prehistoric or historic district, site, building, structure, or object
36 included in, or eligible for inclusion in, the National Register. This term includes artifacts,
37 records, and remains that are related to and located within such properties. The phrase
38 "eligible for inclusion in the National Register" means properties formally determined as
39 such by the Secretary of the Interior or by FHWA in consultation with SHPO/THPO.
40 Properties that have been determined eligible for inclusion are accorded the same
41 protections as properties listed in the National Register (36 CFR §800.16(l)(1)).
42
- 43 23. **Indirect Effects:** Indirect effects shall include visual, audible, and atmospheric elements
44 that could potentially diminish the integrity of historic properties for which setting, feeling,
45 and/or association are aspects of such integrity.
46

- 1 24. **Landscape scale**: focuses on ecological systems across large areas such as watersheds,
2 forests, riparian zones, or wildlife habitat. A spatial scale and extent expressed in geographic
3 terms within which to target action. E.g. Projects aimed at landscape restoration such as
4 grasslands within a watershed.
5
- 6 25. **Lead Federal Agency**: is the agency responsible for ensuring compliance under Section
7 106 and/or the State Antiquities Act.
8
- 9 26. **Limited Ground Disturbance**: ground-disturbing activities that have little potential to
10 adversely affect historic properties, including practices implemented in areas of agricultural
11 development and within the existing depth of tillage documented by historic record or **????**
12
- 13 27. **National Register of Historic Places (National Register)**: is the official list of districts,
14 sites, buildings, structures, and objects significant in American history, architecture,
15 archaeology, engineering, and culture maintained by the Keeper of the National Register on
16 behalf of the Secretary of the Interior (36 CFR Part 60).
17
- 18 28. **Negative Survey**: a cultural resources inventory survey in which no NRHP-eligible
19 archaeological sites are identified, and a finding of "No Historic Properties Affected" is
20 appropriate, following Arizona SHPO Guidance Point No. 10, "SHPO Guidance for Use and
21 Submittal of the Survey Report Summary Form (SRSF)."
22
- 23 29. **No Adverse Effect**: means that the Undertaking will not alter any of the characteristics of
24 an historic property that qualify it as National Register eligible by diminishing its historic
25 integrity (see 36 CFR §800.5(b)).
26
- 27 30. **No Historic Properties Affected**: means there are no cultural resources in the APE, there
28 are cultural resources in the APE but none are determined to be National Register eligible,
29 or there are historic properties in the APE but none will be affected by the Undertaking.
30
- 31 31. **Predictive Modeling**: is an application of basic sampling techniques that projects or
32 extrapolates the number, classes, distribution, and frequencies of properties. Predictive
33 models can be used in land use planning, during the early stages of planning for an
34 Undertaking, for targeting field survey, or other management purpose.
35
- 36 32. **Prescribed Fire**: is any fire intentionally ignited by management in accordance to the
37 applicable laws, policies, and regulations to meet specific objectives.
38
- 39 33. **Producer**: an owner, operator, manager, landlord, or tenant who produces food, fiber, or
40 plant materials - typically a farmer, rancher, dairy farmer, nurseryman, or private forester.
41
- 42 **34. Properties or Property type:**
43
- 44 35. **Qualified Archaeologist**: a professional archaeologist who meets, or works under the
45 supervision of an archaeologist meeting the Secretary of the Interior's Standards for
46 Professional Qualifications. For projects on State, county, and municipal land, the

1 supervisory archaeologist must be listed as a Principal Investigator on an Arizona
2 Antiquities Act permit.

3
4 36. **Signatories or Signatory**: are parties who assume obligations under an MOA or
5 Agreement. Signatories have the ability to terminate or agree to amend an MOA or
6 Agreement. The term includes invited signatories, but does not include others who sign the
7 MOA or Agreement as concurring parties.

8
9 37. **Signatory Tribe**: means any resident Tribe of Arizona that has signed this Agreement as a
10 full signatory, including Tribes with a National Park Service certified Tribal Historic
11 Preservation Officer (see below) and those not currently certified.

12
13 38. **Significance**: is the term used to indicate a cultural resource's eligibility for the National
14 Register according to the criteria in 36 CFR §60.4.

15
16 39. **Slope**: refers to the steepness of the terrain, and is normally documented using percent
17 slope. (SHPO CONFIRM)

18
19 40. **State Historic Preservation Officer (SHPO)**: is the official appointed or designated by the
20 Governor pursuant to Section 101(b)(1) of NHPA to administer the State historic
21 preservation program (36 CFR §800.16(v)).

22
23 41. **Structures**: are not designed to shelter human activity but to perform other necessary
24 functions (e.g., bridges, dams, canals, roads, railroads, fences, wells, roads, pipelines,
25 storage tanks, troughs, dams, gully treatments).

26
27 42. **Traditional Cultural Property (TCP)**: as defined in National Register Bulletin 38, is a
28 property that is listed in, or is eligible for inclusion in the National Register because of its
29 association with cultural practices or beliefs of a living community that are: (1) rooted in
30 that community's history; and (2) important in maintaining the continuing cultural identity
31 of the community (see National Park Service Bulletin 38 cited in Stipulation II).

32
33 43. **Tribal Historic Preservation Officer (THPO)**: is an individual designated by an Indian
34 tribe to administer the tribal historic preservation program, through appointment by the
35 tribe's chief governing authority or as a tribal ordinance may otherwise provide (NHPA
36 Section 101(d)(2)(B)). On Tribal lands, a THPO, representing the Tribe, may assume the
37 duties of the SHPO, in whole or in part, as certified by the National Park Service (36 CFR
38 §800.16(w)).

39
40 44. **Tribal Lands**: means all lands within the exterior boundaries of any Indian reservation and
41 all dependent Indian communities (36 CFR § 800.16(x)). Within the scope of this
42 Agreement, the NHPA definition is identical to the Native American Graves Protection and
43 Repatriation Act (NAGPRA) definition, 25 U.S.C. §3001(15).

44
45 45. **Undertaking**: is a project, activity, or program funded in whole or in part under the direct
46 or indirect jurisdiction of a federal agency including: (1) those carried out by or on behalf of

1 the agency; (2) those carried out with federal financial assistance; (3) and, those requiring a
2 federal permit, license, or approval (36 CFR § 800.16(y)).

1 **APPENDIX B: DESIGNATING THE LEAD AGENCY**

2 A. Circumstances when agencies should consider designating a lead federal agency for
3 Section 106 review:

- 4
- 5 1. A federal agency must obtain approval by another federal agency (e.g., a project
6 requires a permit, right-of-way, or easement from another federal agency);
7
 - 8 2. One agency's project crosses or impacts another agency's property (e.g., a range
9 improvement such as a waterline or fence line crosses land managed by more than
10 one federal agency);
11
 - 12 3. One agency's project involves funding from another federal agency;
 - 13
 - 14 4. Time is of the essence in natural and manmade disaster response and recovery
15 (e.g., timber harvesting after catastrophic wildfire);
16
 - 17 5. Multiple federal agencies with varying responsibilities in approving or assisting
18 an Undertaking conducting independent Section 106 reviews would impose
19 significant workloads, and confusion, on consulting parties as well as duplication
20 of efforts (e.g., many large scale, multi-jurisdictional vegetation management
21 projects).

22

23 B. A lead federal agency should be designated as early as possible in the Section 106 review
24 process. Once an agency determines it has an Undertaking with the potential to affect
25 historic properties, it should also determine whether other federal agencies are likely to
26 be responsible for carrying out the Undertaking, providing funding, or issuing licenses,
27 permits, approvals, or assistance.

28

29 C. In general, the lead federal agency should be the agency with the greater degree of
30 involvement in the Undertaking. An agency generally has a greater degree of
31 involvement in the following order:

- 32
- 33 1. The agency manages the land where most of the Undertaking, or its effects, take
34 place;
 - 35
 - 36 2. The agency provides all, or a significant amount of financial assistance for the
37 Undertaking; or
38
 - 39 3. The agency has broader control over how the Undertaking may be designed or
40 located.

41

42 D. Resolving disputes regarding which federal agency should be designated as the lead
43 federal agency for a Section 106 review:

- 44
- 45 1. To resolve disputes involving the identification of a lead federal agency, the
46 federal agencies will schedule a conference call or in-person meeting with

1 SHPO/THPO to discuss the Undertaking and each agency's Section 106
2 responsibilities;

3
4 2. If agreement on designation of lead federal agency cannot be reached, then each
5 agency remains individually responsible for complying with Section 106 for the
6 Undertaking;

7
8 3. No agency can be forced to take over as lead or accept another agency as lead
9 federal agency for it;

10
11 4. Making changes to the lead federal agency for a Section 106 review:

12
13 a. If a federal agency decides it no longer wants an agency to continue as
14 lead on its behalf, it must notify that agency, tribes, SHPO/THPO, and
15 other consulting parties that it is going to individually be responsible for
16 its Section 106 obligations;

17
18 b. If a lead federal agency chooses to stop being the lead agency in the
19 Section 106 review for an Undertaking, it must notify the non-lead federal
20 agencies, tribes, SHPO/THPO, and other consulting parties that it will no
21 longer be representing other federal agencies. The federal agencies may
22 designate a new lead federal agency, or otherwise each agency remains
23 responsible for their own individual Section 106 reviews

24
25 E. Documenting and formalizing the designation of a lead federal agency for a Section 106
26 review.

27
28 1. Develop a Memorandum of Understanding or other written document
29 memorializing which federal agency is the lead federal agency for Section 106
30 review for the Undertaking;

31
32 2. The document should outline how the agencies intend to coordinate information
33 sharing, including the treatment of any confidential information, and other tasks.

34
35 3. The document should outline any work that non-lead federal agencies may have
36 during the Section 106 review (e.g., any work to identify and evaluate historic
37 properties, host consultation meetings, reviewing reports, or providing other
38 administrative support);

39
40 4. The document should outline how the lead federal agency will involve non-lead
41 agencies by describing agency roles and responsibilities, communication
42 protocols, points of contact;

43
44 5. Notify all consulting parties of this lead federal agency arrangement in writing;

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6. The document should include provisions for dispute resolution among the agencies to address situations where agencies may disagree on the steps taken to comply with Section 106, such as level of consultation or outreach efforts.

1 **APPENDIX C: ELIGIBLE PROPERTIES**

2
3
4 **LIST OF PROPERTIES THAT MAY BE CONSIDERED ELIGIBLE**
5 **FOR PURPOSES OF THIS AGREEMENT**
6

- 7
8 A. For eligibility determinations under this Agreement, the following types of heritage
9 resources, provided they are 50 years old or older and clearly retain integrity, may be
10 considered eligible for the National Register of Historic Places without further
11 SHPO/THPO consultation or concurrence:
12
- 13 1. Properties with clear evidence for the presence of architecture (historic buildings or
14 structures, pueblos, pit houses, teepee rings, etc.).
 - 15 2. Prehistoric properties with hundreds of surface artifacts.
 - 16 3. Properties with clearly visible evidence of buried cultural deposits, and/or human
17 remains.
 - 18 4. Properties with rock art (petroglyphs, pictographs, and/or intaglios).
 - 19 5. Historical trash deposits or other artifact scatters with features, and are clearly in
20 association with an event (Criterion A), or person (Criterion B).
- 21
22
23 B. Other properties will be treated as eligible for purposes of Section 106, unless the lead
24 federal agency chooses to make a determination of eligibility in consultation with the
25 SHPO/THPO and relevant land management agencies. The SHPO/THPO will monitor
26 eligibility determinations and discuss any problems at the annual meeting.
27
28
29
30
31 C. The list may be expanded to include other properties in consultation with SHPO/THPO
32 and Signatories to this Agreement.
33

APPENDIX D: EXEMPTED UNDERTAKINGS

Signatories agree that the following activities have no potential to affect historic properties, and no further review is necessary:

1. Conservation activities, enhancements, or practices limited to planning, specific vegetation or wildlife monitoring activity, or management that do not involve ground disturbance;
2. Conservation activities, enhancements and practices applied by aerial application of chemical or biological agents (does not include sprayers attached to vehicles);
3. Conservation activities involving construction, repair, and improvements to a building or structure that is less than fifty (50) years old;
4. Conservation activities involving obstruction removal that do not involve a building or structure that is over fifty years (50) in age (allows a 3-foot buffer around building or structure), access must be along existing roads and does not include temporary construction easement- staging area;
5. Drainage water management projects that employ non-historic existing water control structures;
6. Pond repair/replacement projects limited to activities occurring within the previously disturbed construction area of an existing pond;
7. Conservation activities conducted outside the boundaries of known historic properties.
8. Permits, easements, rights-of-way, and leases that do not authorize surface disturbance or have the potential to affect historic structures or traditional cultural properties.
9. Easement acquisitions.
10. Maintenance of cattle guards
11. Routine trail maintenance using rakes or hoes, and no new ground disturbance beyond existing footprint.
12. Tenant-type maintenance of historic buildings, i.e., routine maintenance and repair of historic buildings entailing no structural change, or any change of color, form, function or materials.
13. Seismic activities on surfaced or regularly maintained roads (e.g., within existing road prism) that do not affect known sites.
14. Aerial or hand broadcast seeding.
15. Special legislation that specifically excludes compliance with NHPA.
16. Activities limited to within active stream beds, not including terraces, cutbanks, etc.
17. Personal use fuelwood permits that cover large areas, for example, District-wide or land management planning area wide
18. Tree-thinning activities not involving ground or surface disturbance (e.g., timber stand improvement and precommercial thinning by hand), conditional on no associated long-term or permanent adverse visual or auditory impacts.
19. Alteration of structures less than 50 years old
20. Modifying existing fences within the original footprint.
21. Reintroducing endemic or native species into their historical habitats.
22. Installing bear feeding stations and bird nesting platforms.

- 1 23. Fishery habitat improvements where confined to stream beds (such as willow
2 plantings).
- 3 24. Issuing special use or short-term permits not entailing ground disturbances.
- 4 25. Constructing snow fences for safety purposes or to accumulate snow for small
5 water facilities.
- 6 26. Removal of non-valuable, recent (less than 50 years old) structures and materials
7 (including abandoned automobiles, dumps, fences and buildings) and reclamation
8 of the site, as long as the reclamation does not expand previous surface
9 disturbance.
- 10 27. Removing log jams and debris dams using hand labor or small equipment.
- 11 28. Establishing long-term study plots for range monitoring, botanical research
12 projects; botanical reintroduction studies. Inventory, data and information
13 collection (including collection of samples), including land use and land cover,
14 geologic, mineralogic and resource evaluation activities, cadastral surveys,
15 geophysical surveys and approval of permits for such activities.
- 16 29. Resource management actions which do not utilize motorized vehicles or create
17 new surface disturbance.
- 18 30. Placing monitoring stations where no ground disturbance is involved (e.g., stream
19 gages).
- 20 31. Test or exploration drilling and downhole testing included in a project previously
21 reviewed under Section 106.
- 22

1 **APPENDIX E: SCREENED UNDERTAKING**

2 A qualified lead federal agency archaeologist, in coordination with the appropriate land
3 manager, shall review the following actions to determine whether they have the potential
4 to affect historic properties. The review shall minimally consist of a review of agency
5 records and files available through AZSITE.

- 6
- 7 1. Fire applications (i.e., broadcast burning with drip torches, etc.) which do not
8 disturb structures or include ground disturbance.
- 9
- 10 2. Constructing small enclosures (other than riparian enclosures) for protective
11 purposes, including those to protect small study areas.
- 12
- 13 3. Activities that involve less than 1 square meter of cumulative ground disturbance,
14 unless within known sites.
- 15
- 16 4. Activities where previous natural or human disturbance has modified the
17 landscape so extensively that the likelihood of finding historic properties is
18 negligible (for example, vertical expansion of existing pits).
- 19
- 20 5. Maintenance of existing structural improvements (e.g., cattle guards, gates,
21 fences, signs, stock tanks) that do not involve additional ground disturbance
22 beyond the original footprint. Minor routine or preventive operation and
23 maintenance activities on facilities, lands and resource developments that do not
24 affect historic structures or previously undisturbed ground. Range improvement
25 maintenance (e.g., fences, pipelines, reservoirs), within the original disturbance
26 footprint.
- 27
- 28 6. Maintenance to historic buildings and structures must retain National Register
29 integrity. The historic character of a property shall be retained and preserved, in
30 accordance with the Secretary of the Interior's Standards.
- 31
- 32 7. Work associated with the decommissioning or demolition of buildings and
33 structures greater than 50 years old, or for range improvements that are
34 historically significant, must be conducted in consultation with the SHPO/THPO.
- 35
- 36 8. Installation and repair of sign posts and monuments unless within known sites.
- 37
- 38 9. Aerial pesticide applications spray projects that will not affect known properties
39 of traditional cultural and religious value.
- 40
- 41 10. Conservation activities, enhancements and practices applied to the modern ground
42 surface that will not involve subsurface disturbance except individual auger or
43 hand excavations that do not exceed 144 square inches and that are at least 8 feet
44 apart, and except pounding posts less than 6 inches in diameter into the ground;
45

- 1 11. Conservation activities, enhancements, and practices implemented in areas of
2 agricultural development and within the existing depth of tillage documented by
3 historic record or producer's signed statement;
4
- 5 12. Conservation activities, enhancements, and practices applied manually or with
6 hand tools, or hand-piled without use of vehicles or draft animals;
7
- 8 13. Pre-commercial thinning; reforestation planting except site preparation involving
9 substantial surface disturbance (rippers); non-commercial firewood cutting
10
- 11 14. Allotment Management Plans (AMP), AMP amendments, or allotment
12 evaluations and similar actions associated with dispersed livestock grazing
13 decisions except for locations within the allotments where specific land-disturbing
14 developments are initiated by that action or where sites particularly sensitive to
15 increased grazing levels are known or are expected to be present.
16

1 **APPENDIX F: STANDARD MEASURES FOR RESOLVING ADVERSE EFFECTS**

2 The lead federal agency may propose and carry out standard measures for resolving
3 adverse effects to specific categories of historic properties in consultation with SHPO/THPO and
4 relevant agencies. The following standard measures will apply to archaeological sites, or to
5 historic buildings and structures, as presented below.

- 6
- 7 A. Historic Properties Treatment Plan (HPTP) shall include, but is not limited to, the
8 following:
- 9
- 10 1. Discussion of the National Register of Historic Places (National Register)
11 significance of a property.
 - 12
 - 13 2. Research design and questions that are directly pertinent to those data sets that qualify
14 the property for inclusion in the National Register under relevant criteria.
 - 15
 - 16 3. Results of previous research relevant to the property type.
 - 17
 - 18 4. Proposed data needs and proposed methods and techniques to acquire the data,
19 including any special studies.
 - 20
 - 21 5. Field methods and techniques that will cost-effectively address the property's
22 structure and content in the context of the defined research questions and the
23 property's stratigraphic and geomorphic context.
 - 24
 - 25 6. Assumptions about the number and types of features expected and a proposed
26 sampling strategy.
 - 27
 - 28 7. Site-specific maps portraying the proposed data recovery (i.e., proposed trench or test
29 unit placement).
 - 30
 - 31 8. Laboratory processing and analyses, with justification of their relevance to the
32 property and its research values.
 - 33
 - 34 9. Methods and techniques used in artifact, data, and other record management.
 - 35
 - 36 10. Provisions for ongoing Tribal consultation, monitoring, and coordination, if Tribal
37 values or concerns are known or suspected.
 - 38
 - 39 11. Provisions for Tribal perspectives in the preparation of research designs, data
40 recovery plans and reports.
 - 41
 - 42 12. Qualifications of key personnel.
 - 43
 - 44 13. Disposition, including curation, of recovered materials and records resulting from
45 implementation of the data recovery plan.
 - 46

- 1 14. All required permits.
- 2
- 3 15. Report preparation schedule.
- 4
- 5 16. A Monitoring and Discovery Plan including provisions and procedures for evaluating
- 6 and treating discoveries of unexpected finds shall be developed when necessary.
- 7
- 8 17. Plan for public involvement and educational or interpretive programs, focusing
- 9 on the community or communities that may have interest in the results.
- 10
- 11 B. Standard measures for resolving adverse effects to historic buildings and structures
- 12 through Historic Americans Buildings Survey/Historic American Engineering Record
- 13 (HABS/HAER) documentation. The lead federal agency will ensure that a HABS/HAER
- 14 Documentation Plan is prepared that includes, but is not limited to, the following:
- 15
- 16 1. A description of each building or structure, its National Register significance, and its
- 17 character defining features.
- 18
- 19 2. A discussion of relevant research questions and recording objectives in relation to the
- 20 type and significance of the property.
- 21
- 22 3. The proposed level of HABS/HAER documentation and a justification for this
- 23 documentation in relation to the anticipated adverse effects.
- 24
- 25 4. A description of methods to be used in collecting data needed to achieve the research
- 26 and recording objectives.
- 27
- 28 5. Qualifications of key personnel.
- 29
- 30 6. A report preparation schedule.
- 31
- 32 7. A proposal for development of a public benefit document or other appropriate
- 33 measures for public presentation.
- 34
- 35 C. Standards and Guidelines
- 36 1. All archaeological data recovery will be conducted following:
- 37
- 38 a. Archaeology and Historic Preservation: Secretary of the Interior's Standards and
- 39 Guidelines, September 1983, U.S. Department of the Interior, National Park Service
- 40 (48 Federal Register 44716, as updated) or its successor regulation.
- 41
- 42 b. Arizona Antiquities Act standards, for archaeological investigations on state,
- 43 county, and municipal lands in Arizona.
- 44
- 45 2. All HABS/HAER documentation will be conducted following:
- 46

- 1 a. The Secretary of the Interior's Standards for Architectural and Engineering
- 2 Documentation.
- 3
- 4 b. Secretary of the Interior's Standards for the Treatment of Historic Properties, July
- 5 1997, U.S. Department of the Interior, National Park Service (36 Code of Federal
- 6 Regulations Part 68) or its successor regulation.

1 **APPENDIX G: RANGELAND MANAGEMENT/ IMPROVEMENT PROTOCOL**

2 Range improvement authorizations and approvals, or funding of range improvements are
3 considered Undertakings subject to Section 106 review and analysis as defined in 36 C.F.R.
4 800.16 (y). The effects to historic properties will vary depending on the type of range
5 improvement, historic property types, density, and location, and the terrain where improvements
6 are implemented. Participating agencies to this Agreement will follow this protocol to identify
7 historic properties, and to provide for the protection of historic properties to avoid and minimize
8 adverse effects that may occur from implementation of range improvements.

9
10 Range improvements covered under this protocol consist of grazing permit and lease renewals;
11 installation maintenance and decommission of fencing, storage tanks and troughs, erosion
12 control structures, corral and holding pen, water pipeline, wildlife guzzlers, cattle guard, and
13 wells; water haul sites (drinkers); dirt tank construction and cleaning; road maintenance
14 (including culverts, ditches, signage, plating); and re-seeding or planting.
15 Additional range improvements may be considered for addition to the protocol following the
16 procedures outlined in **Stipulation XVI** of the Agreement.

17
18 A. Cultural Resource Compliance for Grazing Permit and Lease Renewals

19 Studies show that generalized livestock grazing has minimal potential to impact historic
20 properties. However, the studies do show that situation in which livestock congregate do pose the
21 potential to impact historic properties. For instance, intensive trampling modifies the horizontal
22 distribution of artifacts and obscures patterns present in the original artifact deposition. In
23 addition, studies show that heavy use areas result in increased breakage of artifacts and greater
24 vertical displacement. Lastly, studies show that the distance from water contributes to the level
25 of livestock impact (i.e. as the distance to water increases, the damage to historic properties
26 decreases).

27 A federal agency is not expected to conduct a 100% survey of the area of potential effects.
28 Rather, the identification efforts should be conditioned by where effects are likely to occur and
29 the likely impact of these effects on listed or eligible properties. The following guidelines will be
30 used to determined survey strategies under this protocol.

31
32 B. Identification Efforts

33 Participating agencies to this Agreement will review all reasonable existing information to assess
34 the project's potential to affect historic properties and ascertain the expected nature and
35 distribution of historic properties that may be affected. Sources of information may include, but
36 not limited to published and unpublished documents and reports, land managing agency cultural
37 resource inventory records, institutional site files, State and national registers, statewide AZSITE
38 cultural resources online database, and other information sources.

39
40 If there are no known historic properties in areas that are being heavily impacted by livestock
41 (e.g. areas where livestock are likely to congregate such as water sources, salt and mineral licks,

1 and shade areas), and the land management agency determines that the areas hold minimal
2 potential for the presence of historic properties, then no further inventory work need be done.

3
4 If impacts will occur in areas that are likely to contain vulnerable historic properties that are
5 being heavily impacted by livestock, and there has been no previous field survey, the land
6 management agency shall conduct additional survey of the areas being impacted.

7
8 The level of need and extent of new field surveys or inspections for grazing impacts will be
9 determined by the Lead Agency's Archaeologist. This stipulation will take the place of pre-
10 consultation with SHPO/THPO concerning the level, extent, and design of inventory for grazing
11 impacts. If new surveys for grazing impacts are determined necessary, they will be conducted
12 prior to the signing of the NEPA decision. Complete (100%) field survey of any given allotment
13 or groupings of allotments will not be required. Rather, field surveys or inspections for grazing
14 impacts will be conducted in areas where there are known or potential impacts to heritage
15 resources or specific areas of concern in order to identify and assess site conditions. In making
16 the decision on the level of survey to be conducted, the Archaeologist will consider the following
17 and document the decision in the heritage resource report:

- 18 a. grazing history
- 19 b. proposed changes in grazing management practices
- 20 c. known incidents of or high potential for damage to sites
- 21 d. presence of grazing-sensitive sites
- 22 e. presence of areas where cattle congregate
- 23 f. amount of the allotment previously surveyed for cultural resources
- 24 g. site density
- 25 h. information provided by employees, permittees or other users

26 27 C. PROTECTION MEASURES.

28 When historic properties are identified as being impacted by livestock grazing or the installation,
29 maintenance, and decommissioning or demolition of range improvements, and the characteristics
30 which make these properties eligible for the National Register of Historic Places are being
31 compromised, the land managing agency shall implement protection measures to minimize and
32 mitigate impacts to historic properties.

33
34 The agencies may draw from but not be limited to the following mitigation measures to ensure
35 that effects to historic properties are avoided or minimized:

- 36 1. fencing or enclosure of livestock from individual sensitive historic properties or
37 areas containing multiple sensitive historic properties being impacted by grazing.
- 38 2. relocation of existing range improvements and salting locations sufficient to ensure
39 the protection of historic properties being impacted by concentrated grazing use.
- 40 3. relocation or redesign of proposed range improvements and ground-disturbing
41 management practices to avoid direct and indirect impacts to historic properties.
- 42 4. periodic monitoring to assess site condition and to ensure that protection measures
43 are effective
- 44 5. other mitigation measures involving data recovery, for example, will be developed
45 and implemented in consultation with the SHPO/THPO. The appropriate tribes will

1
2
3

be consulted if the mitigation is invasive or if it affects a TCP or other property of concern for them.

1 **APPENDIX H: VEGETATION MANAGEMENT PROTOCOL**

2 Vegetation management treatment authorizations and approvals, or funding of vegetation
3 management treatments are considered Undertakings subject to Section 106 review and analysis
4 as defined in 36 C.F.R. 800.16 (y). The effects to historic properties will vary depending on the
5 type vegetation treatment, historic property types, density, and location, and the terrain where
6 treatments are implemented. Participating agencies to this Agreement will follow this protocol to
7 identify historic properties, and to provide for the protection of historic properties to avoid and
8 minimize adverse effects that may occur from implementation of vegetation management
9 treatments.

10
11 Vegetation management treatment methods covered under this protocol consist of prescribed fire
12 treatments, hand thinning treatments, mechanical thinning treatments, chemical thinning
13 treatments, and biological treatments. New activities may be considered for addition to the
14 protocol following the procedures outlined in **Stipulation XVI** of the Agreement.

15
16 **Survey Strategies**

17 A federal agency is not expected to conduct a 100% survey of the area of potential effects.
18 Rather, the identification efforts should be conditioned by where effects are likely to occur and
19 the likely impact of these effects on listed or eligible properties. The following guidelines will be
20 used to determine survey strategies under this protocol.

21
22 **Pre-field Existing Information Research**

23 Participating agencies to this Agreement will review all reasonable existing information to assess
24 the project's potential to affect historic properties and ascertain the expected nature and
25 distribution of historic properties that may be affected. Sources of information may include, but
26 not limited to published and unpublished documents and reports, land managing agency cultural
27 resource inventory records, institutional site files, State and national registers, statewide AZSITE
28 cultural resources online database, and other information sources.

29
30 In determining the appropriate level of inventory and survey strategy, participating agencies to
31 this Agreement shall consider the magnitude (severity) and nature of the impacts, and the nature
32 and distribution of historic properties.

33
34 The magnitude (severity) and nature of impacts is based on:

- 35
- 36 • type and intensity of mechanical treatment
 - 37 • type and intensity of prescribed fire, including fuel loading and fire prescription
 - 38 • associated activities

39 The expected nature and distribution of historic properties is based on:

- 40
- 41 • cultural GIS survey and site layers or hard copy survey and site atlases/maps
 - 42 • previous cultural heritage reports and site forms
 - 43 • cultural resources overviews and planning assessments
 - 44 • information obtained through tribal consultation or public input
 - 45 • information provided by other resource specialists or private land owners familiar with the project area

- topographic maps, aerial photographs, digital ortho-photo quadrangles
- other available GIS layers and including soils, vegetation type, slope, water
- determination of known/expected fire-sensitive sites

Field Survey

Not all situations will require 100% survey. In most cases, the lead federal agency will be able to determine the level of survey needed based on the following guidance. Where not specifically required below, lead federal agency is encouraged to discuss sampling survey designs with SHPO. The following will guide the identification of areas selected for survey and the level of survey coverage.

1. Areas previously surveyed to current standard (SHPO Guidance Point No. 5), do not have to be resurveyed.
2. Activities conducted on slopes greater than 40% can be excluded from survey at the discretion of the lead federal agency without prior SHPO consultation.
3. For activities conducted within areas that were previously disturbed by chaining, discing, plowing, windrowing, crushing, or other extensive ground disturbing treatments, a sample survey strategy may be approved by the lead federal agency without prior consultation with the SHPO. The nature, degree and extent of previous ground disturbing activities and the likelihood of finding cultural resources or locations within the treated areas that remain undisturbed shall be considered when making the decision to survey at less than 100%. This information will be documented and discussed in the survey report.
4. Hand thinning. Activities involving hand cutting and /or thinning, with no use of mechanized equipment and no follow-up prescribed burning, are low impact activities, and may or may not be surveyed at the discretion of the Forest Archeologist without prior SHPO consultation.
5. Prescribed fire. At a minimum, surveys for prescribed burn areas will include survey of locations likely to contain fire-sensitive sites, based on pre-field existing information research, expected fire behavior, and other relevant data. Additional survey may be conducted at the land managing agency's discretion. The survey strategy shall identify the types of sites that are considered fire-sensitive for each proposed project conducted under the Agreement, using the procedures described in **Stipulation VII**. This should include both known fire-sensitive sites and other sites considered fire-sensitive for the specific project, based on fuel loading, site characteristics, and expected fire behavior. If existing inventories indicate the presence or likelihood of fire-sensitive properties throughout the area of potential effect, the area will be surveyed 100% or a proposed sample survey strategy will be submitted to the SHPO for review.
6. Any areas of intensive ground disturbance will receive 100% survey, including but not limited to:

- 1 a. intensive mechanical treatments – machine piling, windrowing, mechanical
- 2 crushing, skid trails where identified (cutting units where skid trails are not
- 3 defined will be surveyed 100%)
- 4 b. hand and mechanical fire line construction
- 5 c. staging areas, constructed safety zones
- 6 d. water bars other constructed erosion control features

7

8 For other mechanical fuels reduction, vegetation treatment, and habitat improvement

9 projects with potential impacts that are not considered to be high impact treatments,

10 including but not limited to pre-commercial thinning of small diameter trees and

11 fuelwood areas dispersed over a large area a sample survey strategy may be approved by

12 the lead federal agency without prior consultation with the SHPO if existing inventories

13 indicate the site density in the APE is lower than the average site density for the regional

14 area and the level of impact is such that the lead federal agency determines that it is

15 unlikely that any historic properties that may be present outside the surveyed areas will

16 be adversely affected by the activity. Information concerning the nature of the

17 undertaking, site density, and evaluation of potential effects that led to this determination

18 will be discussed in the survey report. If existing inventories do not indicate the site

19 density is lower than the regional average, or if the lead federal agency determines that

20 the undertaking will result in intensive ground disturbance, the areas will be surveyed at

21 100%, except for the provisions in 1 through 3 above, or a proposed sample survey

22 strategy will be submitted to the SHPO for review.

23

- 24 7. Commercial sale units. These are units where harvesting of pulpwood or merchantable
- 25 wood products will be carried out using mechanical equipment, i.e. timber sales and their
- 26 equivalent. Projects that affect 500 acres or less will be surveyed 100%. Projects that
- 27 exceed 500 acres in size will be surveyed using a two-stage process. The initial survey
- 28 stage will consist of surveying linear transects at ¼ mile intervals and all roadways that
- 29 will be improved. Based upon a review of the data gathered in the initial survey stage,
- 30 land managing agency may require a second stage of survey consisting of block survey of
- 31 areas with a high probability of sites. Predictive modeling may be used to identify high
- 32 probability areas in accordance with Stipulation VII.
- 33

34 Additionally, any areas of ground disturbing activity will receive 100% survey, including

35 all roads, landings, skid trails, and any other areas deemed necessary based on the sample

36 survey. If the locations of skid trails within any cutting unit are not identified on the

37 ground, then the entire unit will be surveyed 100%.

38

- 39 8. Fuelwood sales. Surveys of fuelwood sale units, regardless of whether they are
- 40 commercial or personal fuelwood sales, will be determined following a similar two-stage
- 41 procedure to that previously described for commercial sale units. However, the threshold
- 42 size requiring 100% survey will be increased to 640 acres rather than 500 acres.
- 43
- 44 9. Other activities. Any other proposed activities, e.g., construction of fuel breaks not
- 45 otherwise described herein, will be surveyed 100%.
- 46

1 10. Any deviation from the above survey procedures that involves less than 100% survey will
2 require prior SHPO consultation.
3

4 **Agreed-Upon Standard Site Protection Measures**

5 Various combinations of the following protection measures may be approved by the lead federal
6 agency to protect sites for projects listed in this protocol without additional SHPO consultation.
7

8 Prescribed Burning

9 Protect fire-sensitive sites:

- 10 • Exclude from project area
- 11 • Hand line
- 12 • Black line
- 13 • Wet line
- 14 • Foam retardant
- 15 • Structural fire shelter
- 16 • Remove heavy fuels from site by hand
- 17 • Prevent in-situ heavy fuels that cannot be removed from ignition (e.g., flush-cut &
18 bury stumps)
- 19 • Implement same protective measures for future maintenance burns.

20 Protect selected other sites from burning (optional).

21 Allow burning over non fire-sensitive sites provided:

- 22 • No ignition points within site boundaries
- 23 • No staging of equipment within site boundaries
- 24 • No slash piles within site boundaries.

25 Allow construction of safety zones and additional lines in 100% surveyed areas, with
26 archaeological monitoring as appropriate to assure historic properties are avoided.

27
28 Thinning, Hand and Mechanical Treatments

29 No treatments or ground disturbance within site boundaries -or-

30 Allow treatments within site boundaries, provided:

- 31 • Cutting is accomplished using hand tools only
- 32 • Large diameter trees are felled away from all features
- 33 • materials removed from the site are removed by hand
- 34 • No dragging of logs, trees, or thinned material across or within site boundaries.
35

36 No use of vehicles or other mechanized equipment within site boundaries.

37 No staging of equipment within site boundaries.

38 No slash piles within site boundaries.
39

40 Fuelwood Sales

1 No fuelwood cutting or vehicles within site boundaries -or-

2 Allow fuelwood cutting within sites provided that:

- 3 • no vehicles allowed within site boundaries
- 4 • No dragging of logs, trees, or cut material across or within site boundaries
- 5 • materials removed from the site are removed by hand.

6
7 Allow fuelwood cutting in areas of large, continuous, low-density artifact scatters that
8 cover large portions of a landscape provided that:

- 9 • all features and artifact concentrations are recorded and avoided
- 10 • use of vehicles is prohibited during wet ground conditions
- 11 • periodic monitoring is used to assess impacts and if impacts are noted, fuelwood
12 cutting will be prohibited in the area.

13
14
15 The lead federal agency may approve additional measures to further protect sites in consultation
16 with land managing agencies and SHPO.

17 18 19 FIRE-SENSITIVE SITES

20 A review of available literature on the effects on fire on cultural resources indicates that there are
21 two categories of fire-sensitive sites. The first consists of sites long-known to be vulnerable to
22 the effects of even low-temperature fires and/or light fuel loads, such as sites that contain organic
23 materials, exposed wooden architecture, etc. The second group includes sites that have generally
24 been considered to have less risk for fire effects in most situations, including prehistoric and
25 historic sites with deeply buried cultural deposits; prehistoric and historic artifact scatters; and
26 prehistoric and historic sites with non-flammable surface features. However, depending on field
27 conditions -- especially fuel loading -- as well as specific site characteristics and expected fire
28 behavior, these other site types may be fire-sensitive in certain fuels reduction projects.

29 30 Known Fire-Sensitive Sites

- 31 • Historic sites with standing, or down wooden structures or other flammable features or
32 artifacts
- 33 • Rock art sites (depending on rock type, exposure, fuel type, and fuel loading)
- 34 • Cliff dwellings
- 35 • Prehistoric sites with flammable architectural elements and other flammable features or
36 artifacts
- 37 • Prehistoric sites with exposed building stone of soft or porous material such as volcanic
38 tuff
- 39 • Culturally modified trees, including aspen art and peeled/scarred trees
- 40 • Certain traditional cultural properties (based on consultation with tribes)

41
42 Other Project-Specific Fire-Sensitive Sites:

- 1 ● Other sites, based on local field conditions and land managing agency specific concerns
- 2 ● Other sites, based on consultation with SHPO/THPO staff
- 3 ● Other sites, based on consultation with fire management staff, fire behavior specialists or
- 4 fire effects researchers
- 5
- 6

1 **APPENDIX I: AGENCY COMMUNICATION PROTOCOLS**

2 All participating agency contact information may be found at the Government to Government
3 Consultation Toolkit website: <https://sites.google.com/view/az-consultation-toolkit/home>

4
5 BLM

6 General Process: Projects involving BLM Public Lands will involve BLM decisions, rights-of-
7 ways, permits, or other authorizations requiring individual review and analysis under the
8 National Environmental Policy Act. Accordingly, the BLM requests advanced coordination with
9 local field offices for projects initiated among other agencies.

10
11 Protocol: Letter addressed to Field Office Manager cc: to Field Office Cultural Specialist.

12
13 ASLD

14 General Process: Any projects involving state land require consultation with the Cultural
15 Resources Section and the Grazing Unit. Projects will require the lessee to apply for an ASLD
16 Range Improvement or Land Treatment permit. Projects involving a grazing lease will not
17 require a separate right-of-entry permit.

18
19 Protocol: Coordinate with the appropriate Range Resource Area Manager, and complete the
20 online application: <https://land.az.gov/moving-paper-electronic-applications>

21
22 **(Other participating agencies)**

23 **General Process:**

24
25 **Protocol:**

26

1 **APPENDIX J: PROJECT MANAGEMENT PROTOCOLS**

2 Landscape scale projects involving multiple land use jurisdictions and funding/permitting
3 sources are complex Undertakings that require considerable coordination and planning.
4 Participations agencies to this agreement are encouraged to consider the following best
5 management practices when planning their projects to ensure timely implementation.
6

7 A. Applicant Best Management Practices (BMPs)

- 8
- 9 1. When applying for federal funding, licenses or permits, the applicant should
10 supply a project description, conceptual plans, and maps.
 - 11 2. An applicant should discuss with the federal agency any other potential federal
12 agency approvals needed for their project so that the agency can better plan for
13 and coordinate with other agencies on Section 106 review responsibilities
14

15 B. Agency Best Management Practices (BMPs) include the following:

- 16
- 17 1. Identify the lead federal agency early in the planning process
 - 18 2. Initiate early consultation with tribes and SHPO/THPO at the beginning of the
19 planning process
 - 20 3. Clearly define the Undertaking, APE and the Scope of Work
 - 21 4. Regularly coordinate with other land managing agencies throughout the process
 - 22 5. An applicant should consider conducting background research on the potential
23 historic properties that may be located in the project’s area of potential effects
24 (APE) and identifying interested parties, including Indian tribes, that may have an
25 interest in the project’s effects on historic properties.
26

27

28 C. Project Management Best Management Practices (BMPs)

29

30 Project Management which involves multiple land ownerships, agency approvals and
31 funding sources includes several steps to be determined in an initial project management
32 meeting.
33

34 1. Planning

- 35 a. Outline project scope
- 36 b. Potential funding
- 37 c. Identify the lead federal agency
- 38 d. Identify Consulting Parties
- 39 e. Identify agency regulatory requirements and process (see **APPENDIX I**)
40

41 2. Timeline

- 42 a. Early consultation
- 43 b. Define activities
- 44 c. Sequence of activities
- 45 d. Estimate activity duration
- 46 e. Develop project schedule

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3. Identify Resources (funding and staffing)
 - a. Identify decision makers and agencies
 - b. Identify and agree upon roles and responsibilities
 - c. Funding sources and budget development
4. Communication Plan
 - a. Plan Communications Management
5. Monitor and control

Cultural Resource PA Draft Conceptual Outline
Comment Table- Comments Needed By January 8, 2019

To ensure your comments are incorporated in the next draft, please submit comments to Melissa.Rose@GalileoAZ.com by January 8, 2019.

Please enter comments in the table below. Use numbers in the Page, Section, and Line columns *for every comment*, this will allow for combining and sorting of comments from all reviewers. **Please avoid putting comments such as “see above”**. All reviewers’ comments are combined into a single table and sorted by section, so your “see above” reference will be lost. Also, please put your name on every comment line to facilitate follow up and tracking.

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