

STATE PROTOCOL AGREEMENT

AMONG

THE CALIFORNIA STATE DIRECTOR OF THE BUREAU OF LAND
MANAGEMENT

AND

THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

AND

THE NEVADA STATE HISTORIC PRESERVATION OFFICER

REGARDING

THE MANNER IN WHICH THE BUREAU OF LAND MANAGEMENT WILL
MEET ITS RESPONSIBILITIES UNDER
THE NATIONAL HISTORIC PRESERVATION ACT
AND
THE NATIONAL PROGRAMMATIC AGREEMENT
AMONG THE BLM, THE ADVISORY COUNCIL ON HISTORIC
PRESERVATION, AND THE NATIONAL CONFERENCE OF STATE HISTORIC
PRESERVATION OFFICERS

1 **PREAMBLE**

2
3 The Bureau of Land Management (Bureau or BLM) has developed a nationwide
4 Programmatic Agreement (National Programmatic Agreement, Appendix A of this Protocol)
5 that governs the manner in which the Bureau shall meet its responsibilities under the National
6 Historic Preservation Act (NHPA). This Protocol has been developed pursuant to provisions
7 of the National Programmatic Agreement (National PA).
8

9 This State Protocol Agreement supersedes in all ways the provisions of State Protocol
10 Agreement between the California State Director of the Bureau of Land Management and the
11 California State Historic Preservation Officer, executed on insert date and which will
12 terminate and have no further force and effect on **insert date**.
13

14 **Authorities and Responsibilities**

15
16 **Bureau of Land Management.** The California State Bureau of Land Management,
17 consistent with its authorities and responsibilities under the Federal Land Policy and
18 Management Act of 1976 (FLPMA), is charged with managing public lands located in the
19 State of California, in a manner that will "protect the quality of scientific, scenic, historical,
20 ecological, environmental, air and atmospheric, water resource, and archaeological values,"
21 and "that will provide for outdoor recreation and human occupancy and use."

1
2 Authorities for managing cultural resources and programs of historic preservation exist under
3 the National Environmental Policy Act (NEPA, Pub. L. 91-190), the Federal Lands Policy
4 and Management Act (FLPMA, Pub. L. 91-579), the Archaeological Resources Protection
5 Act (ARPA, 16 USC 470), the Native American Graves Protection and Repatriation Act
6 (NAGPRA, 25 USC 3001), the Historic Sites Act of 1935 (Pub. L. 73-292), the Antiquities
7 Act of 1906 (16 USC 431-433), the American Indian Religious Freedom Act (AIRFA, Pub.
8 L. 95-341), Executive Order 13007 ("Sacred Sites", 61 FR 105), and the National Historic
9 Preservation Act of 1966 as amended (NHPA, Pub. L. 89-665).

10
11 A National Programmatic Agreement (hereafter "National PA") among the BLM, the
12 Advisory Council on Historic Preservation (Council), and the National Conference of State
13 Historic Preservation Officers (NCSHPO) sets forth the manner in which responsibilities
14 deriving from the NHPA shall be met. In the event that the National PA is terminated, this
15 Protocol shall continue in full force and effect until such time as a successor national or
16 statewide Programmatic Agreement is executed. In the event of termination of the National
17 PA, the parties to this Protocol shall promptly enter consultations to convert this Protocol
18 into a statewide Programmatic Agreement pursuant to 36 CFR 800.6 and 800.14(b).

19
20 In carrying out its responsibilities both under the National PA and statutory authorities, the
21 Bureau has developed policies and procedures through its directives system (BLM Manual
22 Series 8100-8170) (Appendix B) to guide the BLM's planning and decision making as it
23 pertains to historic properties and historic preservation. BLM employs a professional staff of
24 Cultural Resource specialists to advise the BLM's managers, to represent the Offices of
25 Historic Preservation for California and Nevada solely for the purposes of Protocol
26 implementation, and to implement cultural resource policies consistent with these authorities
27 throughout its lands in California.

28
29 **State Historic Preservation Officers.** The State Historic Preservation Officers (SHPO) for
30 California and Nevada have responsibilities under Section 101(b)(3) of the NHPA including
31 "advise and assist as appropriate, Federal and State agencies and local governments in
32 carrying out their historic preservation responsibilities," and to "consult with the appropriate
33 Federal agencies in accordance with the NHPA on Federal undertakings that may affect
34 historic properties, and the content and sufficiency of any plans developed to protect,
35 manage, or to reduce or mitigate harm to such properties." The acronymic term "SHPO" as
36 used in this Protocol refers to both the California and Nevada State Historic Preservation
37 Officers, unless specified otherwise.

38
39 In certain cases others may be authorized to act in place of the SHPO; this Protocol
40 authorizes, within certain limits, BLM professional Cultural Resource staff to act in the place
41 of the SHPO for California and Nevada solely within the scope of this Protocol. Where the
42 Secretary of the Interior (Secretary) has approved an Indian tribe's preservation program
43 pursuant to Section 101(d)(2) of the NHPA, a Tribal Historic Preservation Officer (THPO)
44 may perform some SHPO functions with respect to tribal lands. This Protocol does not apply
45 to tribal lands.

1 **Purpose of this Protocol**

2
3 This Protocol prescribes the manner in which the BLM and the SHPO shall cooperatively
4 implement the National PA in California. It is intended to ensure that the BLM organizes its
5 programs to operate efficiently and effectively in accordance with the intent and
6 requirements of the NHPA and that the BLM integrates its historic preservation planning and
7 management decisions with other policy and program requirements. The Protocol
8 streamlines the NHPA Section 106 (Section 106) process by eliminating case-by-case
9 consultation with the SHPO on undertakings that culminate in no effect 36 CFR 800.16 and
10 no adverse effect determinations 36 CFR 800.5(b). The Protocol also requires development
11 and management of a Historic Preservation Program (Section 110 of the NHPA) and
12 implementation of the Program by each Field Office in partial exchange for relief from the
13 case-by-case procedural requirements of 36 CFR 800 (August 5, 2004; Appendix C).

14
15 Supplemental procedures attached to this Protocol by approved amendments provide
16 procedures that are specific to individual programs or functions (refer to IX.C).

17
18 **Applicability of this Protocol**

19
20 This Protocol, subject to threshold limitations specified in Sec. IV, applies to all programs,
21 funding initiatives, actions or decisions under the statutory or regulatory authority of the
22 Bureau that, regardless of land ownership, may affect historic properties. Public lands
23 administered by BLM within California and other public lands within California
24 administered by the Arizona offices of BLM are included within the scope of applicability of
25 this Protocol unless alternative agreements are reached subsequent to adoption of this
26 Protocol. However, this Protocol shall not apply to tribal lands, but rather, a proposed BLM
27 undertaking on tribal lands will require consultation among the BLM, the THPO, tribal
28 officials (where no Tribal Preservation Program exists), the SHPO, and the Council; and such
29 consultation shall be outside the compass of the Protocol and will follow 36 CFR Part 800 or
30 the Indian tribe's alternative to 36 CFR Part 800.

31
32 **Effect of this Protocol**

33
34 This Protocol establishes the procedures that govern the interaction between BLM and the
35 SHPO under the National PA. The goals of this Protocol and the National PA are to enhance
36 planning for and management of historic properties under the Bureau's jurisdiction or control
37 and to ensure appropriate consideration of historic properties beyond the Bureau's
38 jurisdiction, but which may be affected by its actions. Undertakings involving non-federal
39 lands for which BLM is the lead agency or for which the BLM has provided funding shall be
40 considered federal actions and shall be subject to requirements outlined in this Protocol.

41
42 The BLM and the SHPO mutually agree that execution of this Protocol and implementation
43 of its terms will evidence satisfactory compliance by the BLM with the requirements of the
44 National PA and 36 CFR 800 (Appendix C), the implementing regulations for Section 106 of
45 the National Historic Preservation Act.

1 **Roles of Agency Personnel with Responsibilities under this Protocol**

2
3 **State Director:** Meets annually with State Historic Preservation Officer and may meet more
4 frequently upon request of either the BLM or the SHPO. Enters into statewide Programmatic
5 Agreements with the SHPO, the Council, and other Agencies for implementing Section 106
6 in specific circumstances not covered by this Protocol.

7
8 **Field Office Managers:** Concur in determinations, including but not limited to, APE,
9 eligibility, no effect, no adverse effect, developed by professional Cultural Resource staff;
10 consult formally with SHPO as appropriate (VI) and when there is unresolved disagreement
11 with Cultural Resource staff determinations; ensure necessary training for cultural staff;
12 ensure availability of cultural resources funding for preservation projects and implementation
13 of the Historic Preservation Program; ensure American Indian consultation for Section 106
14 projects consistent with Manual direction and 36 CFR 800; execute Memoranda of
15 Agreement for adverse effects and Programmatic Agreements which are limited to specific
16 Field Offices.

17
18 **Deputy Historic Preservation Officer:** Oversees implementation of the Protocol, conducts
19 reviews, recommends certification, provisional certification, decertification, and
20 recertification of Field Offices, reviews reviews or develops Programmatic Agreements and
21 Memoranda of Agreement, may lead consultation with the SHPO in specific cases, and
22 submits reports and information to the SHPO concerning implementation of the Protocol.

23
24 **Field Office Cultural Resource Staff:** Develop, without formal SHPO consultation, Areas
25 of Potential Effect (APE), determinations of NHRP eligibility, no effect, no adverse effect;
26 sample-based inventories; seek informal opinion of SHPO staff when appropriate; maintain
27 cultural resource records and transmit reports and inventory records to Information Centers;
28 maintain professional knowledge and ability; develop and implement Section 110 programs
29 and projects;

30
31 **Definitions of Terms Used in this Protocol**

32
33 The terms used in this Protocol are defined within the body of the Protocol itself or in
34 appended documents. Definitions may be found in BLM Manual Series 8100 at “Glossary of
35 Terms” and in 36 CFR 800.16 (a-z).

36
37
38 **I. RELATIONSHIP OF PROTOCOL TO OTHER AGREEMENTS**

39
40 Existing California statewide programmatic agreement documents were terminated in the
41 Statewide Protocol executed on October 25, 2004. No programmatic agreements in Nevada
42 were affected by that termination or are terminated by this Protocol.

43
44 Future development of programmatic agreement documents pertaining to specific aspects of
45 the Cultural Resource Program is not precluded by this Protocol. Undertaking-specific

1 programmatic agreements in force at the time of the execution of this Protocol shall continue
2 to function normally according to their terms.
3

4 5 **II. PROCEDURES** 6

7 The following procedures shall be implemented by the Bureau under this Protocol:
8

9 **A. MEETINGS**

10
11 The State Historic Preservation Officer and the State Director, with their respective staffs
12 shall meet annually, to review BLM's implementation of the Protocol, annual reports of
13 activities, and other pertinent issues. The Advisory Council shall be invited to participate in
14 order to facilitate the Council's general oversight of the Section 106 process. At the annual
15 meeting, the SHPO and BLM shall exchange information relevant to achieving the goals and
16 objectives set forth in this Protocol. At any time the State Historic Preservation Officers or
17 the BLM State Director may convene a meeting to discuss critical issues. This Protocol
18 encourages its parties, including staff and cultural resource specialists, to meet and consult
19 frequently in order to maintain appropriate communication, to seek informal opinion and
20 advice, and share information and knowledge.
21

22 **B. COMMUNICATING BY REPORTING** 23

24 The Bureau shall inform the SHPO of activities carried out under this Protocol by developing
25 and submitting reports annually to the SHPO as specified below.
26

27 1. Field Offices.

- 28 • Information by Field Office detailing use of the Protocol, including exemptions, for
29 Section 106 actions no later than December 1 following the prior fiscal year, or by an
30 alternative date negotiated with SHPO by the Deputy Historic Preservation Officer.
31 Information may be provided by approved electronic means currently under
32 development.
33
- 34 • Information by Field Office detailing Historic Preservation Program (Section 110)
35 accomplishments for each Field Office no later than December 1 following the prior
36 fiscal year, or by an alternative date negotiated with SHPO by the Deputy Historic
37 Preservation Officer. Information may be provided by approved electronic means
38 currently under development.
39

40 2. State Office. The Deputy Historic Preservation Officer shall review the reports on
41 Section 106 actions and Section 110 activities submitted by the Field Offices. Based on that
42 review, the Deputy Historic Preservation Officer shall develop a summary report for
43 submission to SHPO by the State Director. The report may identify need for further review
44 of specific Field Office programs if necessary. Information may be provided by approved
45 electronic means currently under development.
46

1 **C. PROFESSIONAL DETERMINATIONS AND RECOMMENDATIONS**
2

3 This Protocol authorizes BLM’s professional cultural resource staff to act on the SHPO’s
4 behalf under limited circumstances, including those limits specified in Stipulation VI of this
5 Protocol. Within those limits, BLMs cultural resource staff may define APEs, conduct
6 inventory, develop determinations of eligibility, no effect, and no adverse effect, and apply
7 exemptions (Appendix D of this Protocol), without involvement of the SHPO. The Field
8 Office Manager may elect to accept the recommendations and determinations prepared by the
9 Cultural Resource staff. When professional determinations and recommendations are
10 accepted by the Field Office Manager, no SHPO consultation is required. However, when
11 professional determinations or recommendations including, but not limited to, APE, scope of
12 inventory, determinations of National Register eligibility, findings of no effect and no
13 adverse effect, and application of exemptions are not accepted by the Field Office Manager,
14 the Field Office Manager shall in each such case initiate consultation with the SHPO under
15 36 CFR 800 (Appendix C) and BLM Manual Series 8110.
16

17 **D. SHPO INVOLVEMENT IN THE BLM CULTURAL RESOURCE PROGRAM**
18

19 To encourage broad participation by the SHPOs in the BLM Cultural Resource Program, the
20 following involvement opportunities are offered:
21

- 22 1. Planning Efforts. At the earliest stage of the planning process, each Field Office
23 responsible for preparing a land use plan or significant amendments or revisions at the
24 regional or local level shall ensure invitation of the SHPO to participate in the planning effort
25 (Manual 8130), including commenting on proposed resource use allocations. In writing, the
26 SHPO may elect to not participate in specific planning efforts. The approach and scope of
27 planned compliance activities shall reflect the views of the SHPO when those views are
28 expressed in writing. An agreement document specific to the planning effort may be
29 requested by either party. All draft and final land use plans and cultural resource
30 preservation project plans shall be submitted to the SHPO for review and comment.
31 Completion of the consultation process for planning will be indicated by BLM’s written
32 response to the SHPO’s comments on the draft land use or cultural resource project plans.
33 No decision documents for planning shall be issued prior to completion of the consultation.
34
- 35 2. Use Allocations. The BLM may invite the SHPO to comment on proposed use
36 allocations for evaluated cultural resources (Manual 8110.4); the SHPO may elect to review
37 resource use allocations at any time.
38
- 39 3. Field Tours. BLM Field Offices may invite the SHPO to participate in field tours relating
40 to land use planning efforts or specific undertakings whenever cultural resources may be
41 affected. The SHPO’s views will be requested with regard to management of the cultural
42 resources.
43
- 44 4. Contact. Formal consultation outside the scope of this Protocol will be conducted between
45 the SHPO and the Field Office Managers in consultation with the Deputy Historic
46 Preservation Officer. BLM Managers, in coordination with Cultural Resource staff, may also

1 contact SHPO staff informally regarding specific project review status. The SHPO
2 professional staff and BLM Cultural Resource staff are encouraged to communicate at their
3 discretion on general concerns or issues related to specific undertakings. Informal
4 consultation shall be documented by both SHPO and BLM Field Office staff; documentation
5 shall be retained in appropriate files under the control of the Field Office Cultural Resources
6 staff.

7
8 5. Internal BLM Program Review. BLM shall invite SHPO participation in internal Field
9 Office program reviews and shall provide reports of reviews, exclusive of findings and
10 recommendations specific to personnel matters. The scope of review opportunities is
11 detailed in Stipulation III.E of this Protocol.

12
13 In keeping with the Protocol's stated goal of encouraging participation by SHPO in BLM's
14 Cultural Resource Program, additional opportunities may be identified by BLM or may be
15 requested by the SHPO.

16 17 18 **III. PROGRAM DEVELOPMENT AND ACTIVITIES**

19
20 **A. Preservation Planning.** In return for the procedural flexibility that this Protocol
21 provides in meeting 36 CFR 800 responsibilities, BLM commits to fulfill the responsibilities
22 enumerated in Section 110 of NHPA. The State Director shall implement a statewide
23 Heritage Preservation Program (HPP). The HPP is an Amendment to this Protocol and shall
24 guide BLM in achieving measurable progress toward compliance with Section 110 of NHPA.

25
26 **B. Curation.** BLM will ensure to the greatest extent possible that curation and disposition of
27 all archaeological materials and data from Federal lands conform to Manual Sections 8110
28 and 8160 and other Sections as appropriate. Management of non-Federal archaeological
29 materials and data will be consistent with applicable law and professional curation
30 requirements as negotiated with non-Federal landowners or managers. Non-museum
31 collections may be maintained at Field Offices, but only under appropriate curatorial
32 conditions and with appropriate documentation.

33 34 **C. Data Sharing and Information Management.**

35
36 1. Documentation of Findings. All cultural resources investigations associated with
37 implementing this Protocol regardless of findings shall be documented to the standards
38 stipulated in Manual 8110.5 and written guidance of the SHPO. In California, BLM shall
39 submit to the appropriate Information Center of the California Historical Resources
40 Information System (CHRIS) reports for property inventories and Archaeological Site
41 Records (Department of Parks and Recreation form 523 or equivalent) completed to the
42 standards of the Office of Historic Preservation. In Nevada, BLM shall submit reports of
43 inventory and archaeological site records (IMACS) to the SHPO for incorporation into
44 NVCRIS.
45

1 BLM cultural staff shall document all determinations, findings, and recommendations made
2 under this Protocol and all such actions shall be reviewed and considered by Field Office
3 Managers. Such actions include, but are not limited to, delineating areas of potential effect,
4 National Register eligibility determinations, applying exemptions, effect findings and other
5 findings and determinations. Documented determinations, findings, and recommendations
6 shall be retained as described in Stipulation III.C.3 of this Protocol.
7

8 2. Exchange of Data. BLM has developed and maintains a geodatabase for cultural
9 resources and cultural resource investigations in a Geographic Information System (GIS) in
10 accordance with Section 112(2) of the NHPA and Manual 8110.5.52(B). The geodatabase
11 will be updated with newly recorded and re-recorded resource and investigation data.
12 Initiatives will be undertaken to input legacy data working with the SHPOs. BLM and SHPO
13 shall jointly work to implement the electronic submission of records for tracking agency actions
14 through the use of CRMtracker. BLM and SHPO will work to insure the program meets Bureau and
15 SHPO needs.
16

17 3. Records Management. BLM shall maintain complete, current, and permanent records for
18 cultural resources activities, including but not limited to survey areas, findings,
19 determinations, reports, historic property records, archaeological site records, and
20 correspondence, to fully document fulfillment of its responsibilities under this Protocol, and
21 other laws, regulations, and policies. Records management shall conform to the standards
22 and policies at Manual 8110.5 and standards and procedures developed subsequent to
23 execution of this Protocol. Records pertaining to undertakings shall be retained in files,
24 under the control of Field Office professional Cultural Resource staff, which document
25 inventory efforts, research designs, peer reviews, assessment of effects and impacts, and use
26 of exemptions (Appendix D). Records shall include, but shall not be limited to, site records,
27 monitoring and condition reports, determinations of eligibility, images, use allocations, and
28 cross references to other files or curated documents which contain information pertaining to
29 the individual property.
30

31 The State Director has determined, under the authority of Section 304 of NHPA and
32 consistent with Section 9 of ARPA, that public disclosure of the location and character of
33 cultural resources may risk harm to those resources. Cultural resource information under the
34 control of BLM, regardless of ownership of the resource, shall not be disclosed to the general
35 public and such information shall not be stored in documents open to the general public.
36 This determination notwithstanding, the BLM may characterize cultural resources in writing
37 sufficiently for the purposes of required analyses under NEPA and cultural resource
38 information may be disclosed when such disclosure is deemed to advance management
39 purposes.
40

41 **D. Professional Development and Training**

42

43 Training and development are key elements in maintaining the effectiveness of the Protocol.
44 Annually, Field Office Managers shall receive training in the use and implementation of the
45 Protocol. The SHPO shall be offered the opportunity to assist the BLM in on-going training
46 of Field Office Managers.

1
2 Annually, Cultural Resource staff shall receive training in the use and implementation of the
3 Protocol including the procedural requirements of 36 CFR 800 which are to be implemented
4 in instances where the Protocol does not apply.. The Deputy Historic Preservation Officer
5 shall identify and arrange annual opportunities for specialized cultural resource training.
6 BLM Cultural Resource staff shall meet yearly, usually in conjunction with the Society for
7 California Archaeology meetings, to participate in workshops, training, exchange
8 information, and to discuss issues concerning the Cultural Resource program. The SHPO
9 shall be offered the opportunity to assist the BLM in on-going training of supervisors and
10 Cultural Resources staff in the implementation of the Protocol.

11
12 Field Offices, in consultation with State Office Cultural Resources staff, shall devise
13 professional development plans for their Cultural Resource staff to ensure that current
14 professional standards in the discipline can be met and maintained, and training needs
15 identified. Training received shall be reported as a component of annual reporting (II.B).

16
17 BLM recognizes that staying current in relevant professional literature and participation of
18 Cultural Resource staff in professional societies and annual meetings (e.g., Society for
19 California Archaeology, Society for American Archaeology, Society for Historical
20 Archaeology, California Council for the Promotion of History, Society of Architectural
21 Historians) is integral to staying abreast of developments and advances in the discipline, for
22 enhancing professional knowledge and skills, and for providing opportunities for leadership
23 and service to the profession.

24
25 Annual participation by Field Offices in Protocol training and implementation of professional
26 development in appropriate individual development plans (IDP) for Cultural Resource staff
27 shall be key considerations for continuing certification of individual Field Offices.

28
29 **E. Reviews of Field Office Performance under this Protocol**

30
31 Professional review of Field Office program operations is an essential and mandatory
32 component of the BLM's Cultural Resource program and this Protocol, especially as it
33 pertains to certification (VIII of this Protocol). Ensuring that such review takes place is a
34 primary function of the Deputy Historic Preservation Officer. Reviews may involve any
35 aspect of a program's function including, but not limited to, documentation, findings and
36 recommendations, record keeping and curation, security, and professional contributions. It is
37 the intent of such reviews to improve operations at individual Field Offices and to improve
38 the Cultural Resource Program statewide.

39
40 Three levels of internal review are available to the Deputy Historic Preservation Officer:
41 Annual Review; Technical Review; and Program Review. Findings of reviews shall be
42 relevant for purposes of assessing certification status of Field Offices.

43
44 Annual Review. Consistent with provisions of the National Programmatic Agreement, the
45 Deputy Historic Preservation Officer shall assess annually each Field Office's ability to
46 implement the provisions of the Protocol. The Annual Review will be based primarily on

1 information and data submitted for the Annual Report required in Stipulation II.B. of this
2 Protocol, however, other data may be considered. The Deputy Historic Preservation Officer
3 shall document the findings of the annual review and the State Director shall submit that
4 report to the SHPO. When recommendations to correct deficiencies receive SHPO
5 concurrence and are accepted by the State Director, implementation of such
6 recommendations shall become the responsibility of each Field Office manager who shall be
7 required to initiate corrective actions within sixty (60) days from the date the
8 recommendations are accepted by the State Director. Depending on the nature of the
9 identified deficiencies, the State Director may elect to place a Field Office in provisional
10 status according to the procedures described at VIII.B. of this Protocol.
11

12 Technical Review. Consistent with provisions of the National Programmatic Agreement, the
13 Deputy Historic Preservation Officer shall determine whether Field Offices are maintaining
14 an appropriate level of technical capability and performance in particular program elements.
15 Such elements may include, but are not limited to, record-keeping, documentation of
16 Protocol actions, Section 110 actions, curation, inventory documentation, determinations,
17 budget issues, and findings from Annual Reviews. The Deputy Historic Preservation Officer
18 shall document the findings of the Technical Review and the State Director shall submit that
19 report to the SHPO. When recommendations to correct deficiencies receive SHPO
20 concurrence and are accepted by the State Director, implementation of such
21 recommendations shall become the responsibility of each Field Office manager, who shall be
22 required to initiate corrective actions within sixty (60) days from the date the
23 recommendations are accepted by the State Director. Failure to initiate corrective actions
24 within the specified time or failure to correct the deficiencies shall require the State Director
25 to consider, in consultation with the Deputy Historic Preservation Officer and SHPO, actions
26 under Stipulation VIII of this Protocol.
27

28 Program Review. Consistent with provisions of the National Programmatic Agreement, the
29 Deputy Historic Preservation Officer shall determine whether Field Office Cultural Resource
30 programs are fully functional in their ability to implement the Protocol. Program reviews are
31 broad-based reviews of the entire Cultural Resource program at a Field Office, although such
32 a review may focus on particular areas of interest. The Deputy Historic Preservation Officer
33 shall invite the participation of the SHPO, document the findings of the Program Review and
34 the State Director shall submit that report to the SHPO. Should deficiencies be identified, the
35 Deputy Historic Preservation Officer shall develop corrective recommendations. When such
36 recommendations receive SHPO concurrence and are accepted by the State Director,
37 implementation of such recommendations shall become the responsibility of each Field
38 Office manager, who shall be required to initiate corrective actions within sixty (60) days
39 from the date the recommendations are accepted by the State Director. Failure to initiate
40 corrective actions within the specified time or failure to correct the deficiencies shall require
41 the State Director to consider, in consultation with the Deputy Historic Preservation Officer
42 and SHPO, actions under Stipulation VIII of this Protocol.
43

44 From time to time, in order to ensure that actions of BLM professional staff retain a high
45 level of professionalism, the SHPO may request that particular documents be subjected to
46 external professional peer review. This can be done through the review/inspection process or

1 through the normal Section 106 procedures. BLM may prepare peer review guidelines in
2 consultation with the SHPO or may elect to accept existing peer review guidelines proffered
3 by the SHPO. The SHPO and the BLM agree that peer review shall not delay the
4 implementation of undertakings.
5
6
7

8 **IV. AMERICAN INDIAN PARTICIPATION**

9

10 BLM recognizes the importance of the continuing government-to-government relationship
11 with tribal entities and the importance of consultation on specific undertakings. BLM shall
12 follow 36 CFR 800.2(c)(2) (Appendix C) and the procedures and guidelines established in
13 BLM Manual 8120 and BLM Handbook 8120-1 in order to conduct consultation with the
14 American Indian community for undertakings under this Protocol or any of its Amendments.
15 BLM supports and encourages the sharing of cultural information with Federally-recognized
16 tribes when formal agreements or understandings governing such information are executed
17 and implemented.
18

19 Non-Federally recognized Indian communities and individual members shall be encouraged
20 to raise issues, express concerns, provide information and identify resources and places they
21 would like the BLM to consider in decision-making. The BLM shall solicit such input
22 through the public participation opportunities afforded by BLM's land use planning and
23 environmental review processes, government-to-government consultation and the
24 development of Agency/Tribe protocol agreements. BLM shall take into account any
25 confidentiality concerns raised by Indian tribes during the identification process.
26
27

28 **V. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES**

29

30 **A. Consultation with Tribes and Traditional Practitioners**

31

32 Consultation with tribes and traditional practitioners underlies all subsequent identification
33 and evaluation activities conducted under this Protocol. The Field Office Manager shall
34 ensure that consultation with tribes and traditional practitioners takes place at the earliest
35 stages of planning for an undertaking. The Field Office Manager shall be prepared to
36 continue consultation throughout the planning and implementation stages of an undertaking.
37 Guidance for consultation is provided in BLM Manual 8120 and BLM Handbook 8120-1.
38

39 **B. Public Involvement**

40

41 BLM shall provide adequate opportunity for the public to express views by seeking and
42 considering those views when carrying out actions under this Protocol. BLM shall
43 coordinate this public participation requirement with those of NEPA, FLPMA, other
44 pertinent statutes, and the Bureau Planning System. Interested parties shall be invited to
45 consult early in the review process if they have expressed an interest in a BLM undertaking
46 or action subject to the Protocol. Such interested parties may include, but are not limited to,

1 local governments; grantees, permittees, or owners of affected lands or land surfaces; Indian
2 Tribes, organizations, and individuals; and those seeking to participate as consulting parties
3 in a particular undertaking.

4
5 American Indian participation shall be guided by the provisions of Stipulation IV of this
6 Protocol, by BLM Manual 8120 (Appendix B), and by 36 CFR 800.2(c) (2) (Appendix C).

7 8 **C. Area of Potential Effect**

9
10 Field Office Cultural Resources Staff shall apply the definition of Area of Potential Effect
11 (36 CFR 800.16[d]) and shall document the determination and the rationale used in reaching
12 that determination. In defining the APE, the BLM shall consider potential direct, indirect,
13 and cumulative effects to historic properties and their associated settings as applicable,
14 regardless of land ownership. In cases where the APE is subject to question or in which there
15 are multiple jurisdictions, the Field Office may seek the opinion of the SHPO.

16 17 **D. Identification**

18
19 Unless otherwise agreed in consultation with the SHPO, BLM shall ensure that project-
20 specific surveys and other efforts to identify historic properties are conducted in accordance
21 with the appropriate professional standards as defined in the BLM 8100 Manual series
22 (Appendix B), and to the extent prudent and feasible with the California Office of Historic
23 Preservation guidelines, and the Secretary of Interior's Standards and Guidelines . All
24 surveys and other efforts to identify historic properties shall be documented shall be
25 documented according to standards set forth by the Secretary of the Interior, the BLM 8100
26 Manual, and the SHPO.

27
28 1. BLM will generally conduct BLM Class III inventory, as defined in BLM Manual 8110
29 (Appendix B), to identify historic properties and traditional cultural properties on BLM-
30 administered lands or other lands where a BLM undertaking will occur.

31
32 2. In all cases where BLM's Cultural Resource staff determines that less than a Class III
33 inventory is appropriate for an undertaking, a written justification and research design or
34 strategy shall be prepared and retained in appropriate files.. When Class II inventories
35 (Probabilistic Field Survey) are deemed appropriate, Field Office Cultural Resource staff
36 shall seek informally the views of the OHP staff concerning the justification and research
37 design/strategy for the reduced level of inventory. The SHPO may concur with the proposed
38 approach or may determine that formal consultation shall be initiated (VI.C). Where
39 Amendments to this Protocol apply to a particular undertaking and also address alternative
40 inventory procedures, those alternative inventory procedures will be followed.

41 42 **E. Evaluation**

43
44 1. Unless otherwise agreed to in consultation with SHPO, BLM will ensure that historic
45 properties that cannot be protected are evaluated in accordance with BLM's 8110 Manual
46 (Appendix B), the National Register criteria (36 CFR 60.4), and, to the extent prudent and

1 feasible, with the Secretary of Interior's Standards and Guidelines for Archaeology and
2 Historic Preservation (Vol. 48, Federal Register, No. 190, Part IV). This Protocol suspends
3 the allocation of unevaluated cultural resources to "use categories" (BLM Manual 8110.4);
4 however, this Protocol does not constrain allocation of evaluated cultural resources to use
5 categories.

6
7 2. BLM shall document all formal evaluations, including applicable National Register
8 criteria, and disclose those evaluations in BLM's project tracking system. SHPO may elect
9 to review any evaluation as an element of its oversight role in this Protocol.

10
11 3. Where the Protocol requires BLM to consult with the SHPO regarding the National
12 Register eligibility of a property, any unresolved disagreement resulting from such
13 consultation shall be submitted to the Keeper of the National Register in accordance with 36
14 CFR 63.3(d).

15
16 4. For management purposes, BLM may assume the eligibility of a cultural resource or
17 group of resources for inclusion in the National Register of Historic Places without
18 consultation with the SHPO. Eligibility is assumed in cases where avoidance will be
19 implemented as the management strategy for managing effects. Assuming eligibility for a
20 particular property neither precludes nor prejudices formal evaluation in the future.

21 22 23 **F. Human Remains**

24
25 In the event that any human remains are encountered or in the event that unassociated
26 funerary objects, or grave goods are discovered, work in the immediate vicinity of the
27 discovery shall cease other than non-disturbing documentation and BLM shall comply with
28 applicable State laws, NAGPRA as outlined at 43 CFR 10, and ARPA at 43 CFR 7.

29 30 **G. Discoveries**

31
32 In the event that properties are discovered during implementation of an undertaking which
33 has been duly considered under the terms of this Protocol and in which the property cannot
34 be protected, BLM shall address the discovery in accordance with the provisions of 36 CFR
35 800.13 (Appendix C). In consultation with the SHPO, BLM shall select the appropriate
36 mitigation option. In the event that properties are discovered during implementation of an
37 undertaking which has been exempted under Stipulation V.G., the discovery procedures set
38 forth in Appendix D shall be followed.

39 40 **H. Emergency Undertakings**

41
42 BLM shall amend this Protocol with procedures for protecting historic properties during
43 emergency undertakings, including wildfire. Until such an amendment is developed and
44 approved, the following shall apply: should BLM find it necessary to implement an
45 emergency undertaking as an immediate response to a declared emergency, undeclared
46 emergency, or another immediate threat to life or property, in a manner that would preclude

1 the use of this Protocol, BLM and its mutual aid partners, will implement to the extent
2 prudent and feasible any measures that could avoid or minimize harm to historic properties
3 and shall implement rehabilitation measures and evaluations for properties which may have
4 been adversely affected. BLM shall comply with the provisions of 36 CFR Part 800.12 and
5 36 CFR Part 78 for such emergency undertakings. BLM shall document properties
6 discovered or affected by the emergency undertaking or post-fire rehabilitation and shall
7 submit a report to the SHPO.

8 9 **I. Exempt Undertakings**

10 Under this Protocol, Class A undertakings (Appendix D) are generally exempt from further
11 review or consultation. In addition, Field Office Cultural Resource staff may determine that
12 any specific undertaking subsumed under the list of Class B undertakings qualifies as an
13 exempt undertaking. Documentation regarding an undertaking's exemption from review
14 under this Protocol shall be retained and entered into CRMTracker. The list of exemptions
15 may be revised to add, delete, or modify specific exemptions.

16 However, the following exceptions apply:

- 17
18 1. Any Field Office may elect to review a normally exempted, specific undertaking under
19 the terms of this Protocol or 36 CFR Part 800.
- 20
21 2. Should an objection by the public arise to a Class B exempt undertaking prior to
22 implementation, the Field Office shall consult with the objecting party and the SHPO for not
23 more than 30 calendar days following receipt to resolve the objection. If the objection is
24 resolved within this timeframe, the parties shall proceed in accordance with the terms of that
25 resolution. If the objection cannot be resolved within this time frame, and the Field Office
26 and the SHPO have not agreed to extend the consultation period, the Field Office shall
27 submit the disputed exemption for review either under this Protocol or under 36 CFR 800
28 (Appendix C).
- 29
30 3. Any party to this Protocol may propose that Appendix D be modified by removal or
31 revision of exempted undertakings or by addition of a previously non-exempted class of
32 undertakings. Such proposals for modification of Appendix D shall be considered pursuant
33 to the provisions for revisions of this Protocol at IX.B. Appendix D may be revised as a
34 component of Protocol revision or may be revised at any time upon written agreement of the
35 parties to this Protocol.

36 37 38 39 40 **VI. THRESHOLDS FOR SHPO REVIEW**

41 BLM shall initiate formal consultation with the SHPO on the following undertakings and
42 shall follow the procedures set forth in 36 CFR 800 (Appendix C). Notwithstanding, BLM
43 and SHPO may agree to continue under the Protocol in consideration of specific conditions
44 or characteristics of a specific undertaking which would normally require continuation of
45 formal consultation.
46

1
2 A. Where undertakings may have an adverse effect as defined by 36 CFR 800.5(a)(1)
3 (Appendix C), including adverse effects to National Historic Landmarks (NHL) or properties
4 either considered eligible for, or which are listed in, the National Register of Historic Places.
5

6 B. Where BLM acts either as lead agency on behalf of other Federal agencies or in
7 cooperation with other Federal agencies for undertakings that may have effects beyond the
8 boundaries of the State and which involve other State Historic Preservation Officers. In such
9 cases, BLM will either consult with the respective SHPOs and agencies regarding an
10 appropriate compliance process and proceed accordingly, or comply with 36 CFR 800
11 (Appendix C).
12

13 C. Where BLM proposes to complete less than a BLM Class III survey of the affected
14 (selected) lands and when informal consultation with SHPO staff yields consensus agreement
15 to proceed with formal consultation (Stipulation V.D.2).
16

17 D. Where an undertaking involves land exchange or land sale exceeding 10,000 acres
18 regardless of the survey class.
19

20 E. Where BLM proposes to transfer lands to the State of California absent an agreement
21 document governing the undertaking.
22

23 F. Where traditional cultural properties or sacred sites may be affected.
24

25 G. Where the cultural resource staff position at a Field Office is vacant or where expertise is
26 required that the BLM does not possess or cannot obtain.
27

28 H. Where land use plans and amendments are initiated.
29

30 I. Where unresolved disagreements or disputes concerning professional findings exist
31 between Cultural Resource staff and Field Office Managers.
32

33 J. Where unresolved disagreements or disputes, internal to BLM, arise concerning an exempt
34 undertaking.
35

36 K. Where a Field Office declines to participate in any supplemental procedures
37 (Amendments) which would normally govern the undertaking or class of undertaking.
38

39 L. Where protocols and procedures in the BLM 8100 Manual (Appendix B) procedures may
40 conflict with the procedures established in 36 CFR 800 (Appendix C).
41

42 M. Where data recovery is proposed.
43

44 N. Where supplemental procedures appended to this Protocol require such consultation.
45

1 O. Where historic properties are discovered and unanticipated, potentially adverse effects are
2 found after completing the procedural steps at Stipulation V of this Protocol.

3 P. Where an objection by the public arises to a Class B exempt undertaking, stipulated at
4 V.G.2 of this Protocol.

5
6 Q. Where a member of the public or a Federally recognized Indian tribe or other American
7 Indian group or individual objects at any time to the manner in which this Protocol is being
8 implemented for a specific undertaking, as stipulated in this Protocol at IX.

9
10 In instances where the involvement of the SHPO occurs after steps have been taken under the
11 Protocol, the Field Office Manager or other Agency Official shall not be required to
12 reconsider previous findings or determinations unless those findings or determinations are
13 the subject of unresolved disputes or disagreements.

14 15 16 **VII. STAFFING**

17 18 **A. Professional Staff**

19
20 Under this Protocol Agreement, BLM operates with limited external oversight. In order to
21 successfully act on behalf of the SHPO and to maintain the trust of the SHPO, BLM shall
22 continually strive for a high level of professional capability. BLM is committed to
23 employing a professional staff. In hiring new full time professional staff, BLM will follow
24 Section 112(a)(1)(B) of the NHPA and select candidates that meet the Secretary of the
25 Interior's Professional Qualifications Standards or the education and experience standards set
26 forth in the BLM Manual Series 8150.12.B.2. Field Offices shall employ at least one full-
27 time, permanent Cultural Resource professional. Field Offices which do not have the
28 services of a BLM Cultural Resource professional, either on staff or through arrangement
29 with another BLM administrative unit, shall consult with the SHPO on all undertakings.

30
31 The Student Career Employment Program (SCEP) and the Student Training Employment
32 Program (STEP) may be used to recruit new staff that may assist the full time Cultural
33 Resource Specialist in the Field Office. The student trainees shall not perform professional
34 duties without appropriate oversight by qualified professional Cultural Resource staff and
35 cannot act on behalf of the SHPO.

36 37 **B. Professional Capability**

38
39 When the BLM is involved in an undertaking requiring expertise not possessed by available
40 BLM staff, the BLM may request the assistance of the SHPO in such cases or may obtain the
41 necessary expertise through contracts, BLM personnel from other states or Field Offices, or
42 cooperative arrangement with other agencies.

43 44 **C. Non-Professional Cultural Resource Personnel**

1 The BLM may employ archaeologists and trained paraprofessionals (Heritage Resources
2 Assistants) who do not meet Secretary of the Interior Standards for professional Cultural
3 Resources personnel. In such instances, individuals who do not meet these Standards shall
4 work under the direct technical supervision of BLM professional Cultural Resource staff and
5 may not substitute for professional Cultural Resource staff in making decisions or
6 determinations regarding the identification and evaluation procedures set out in this Protocol
7 or in Section 36 CFR 800. In addition, trained paraprofessionals may be used only when
8 BLM has developed and implemented a paraprofessional program agreed to by the parties to
9 this Protocol.

10 **VIII. CERTIFICATION**

11 **A. Certification**

12
13
14
15 The Preservation Board, in consultation with the SHPO and the Council, has certified each
16 BLM Office to operate under this Protocol based upon the following: (1) managers and
17 specialists have completed required training, (2) professional capability to carry out these
18 policies and procedures is available through each Field Office's immediate staff or through
19 other means, (3) and, each supervising line manager within the State has assigned and
20 delimited Cultural Resource specialists' duties.

21
22 The Deputy Historic Preservation Officer shall periodically consider the certification status
23 of each Field Office during the review process delineated in Stipulation III.E. of this Protocol.

24 **B. Provisional Certification**

25
26
27 The Deputy Historic Preservation Officer or the SHPO may recommend that the State
28 Director place a Field Office on a provisional status based on findings from any of the
29 reviews specified at III.E. of this Protocol. Provisional status may extend from one to two
30 years, although the term of the provisional status shall be a matter of agreement between the
31 parties to this Protocol and shall reflect the complexity of the deficiencies identified. While
32 on provisional status, a Field Office will have the opportunity to correct deficiencies that
33 have been identified and documented during review of Field Office practices under the
34 Protocol. Upon expiration of the provisional status term, the parties to this Protocol shall
35 convene to determine whether identified deficiencies have been satisfactorily corrected.
36 Should the parties determine that such deficiencies remain uncorrected, or should new
37 deficiencies that the parties deem significant be identified, the decertification process shall be
38 initiated as described at IX.C. of this Protocol.

39 **C. Decertification**

40
41
42 The Preservation Board may choose to review a Field Office's certification status. The Field
43 Office manager, the Deputy Historic Preservation Officer, or the SHPO may request that the
44 Preservation Board initiate such a review, in which case the Preservation Board will respond
45 under the terms of the National PA at Component Eight. If a Field Office is found not to
46 have maintained the basis for its certification (e.g. the professional capability needed to carry

1 out these policies and procedures is no longer available, or the office is not in conformance
2 with this Protocol) and the Office Manager has not voluntarily suspended participation under
3 this Protocol, the Preservation Board will recommend that the State Director decertify the
4 Field Office.

5
6 1. A Field Office may ask the State Director to review the Preservation Board's
7 decertification recommendation, in which case the Director will request the Advisory
8 Council's participation in the review.

9
10 2. The Preservation Board will notify the SHPO and the Advisory Council if the status of a
11 certified office changes. In consultation with the SHPO, the Deputy Preservation Officer
12 will prepare a Plan of Action to address the identified deficiencies.

13
14 3. When a Field Office is decertified, the responsible manager shall follow the procedures of
15 36 CFR Part 800 to comply with Section 106.

16 17 **D. Recertification**

18
19 If a decertified Field Office is found to have restored the basis for certification, the
20 Preservation Board will recommend that the State Director recertify the office.

21 22 23 **IX. RESOLVING OBJECTIONS, REVISION, AMENDMENT, AND** 24 **TERMINATION**

25 26 **A. Procedure for Resolving Objections**

27
28 1. The BLM or the SHPO may object to an action proposed or taken by the other
29 pursuant to this Protocol. The objecting party shall notify the other party in writing of the
30 objection. Within seven (7) calendar days following receipt of notification, the parties shall
31 consult for 30 calendar days to resolve the objection. If the objection is resolved within this
32 time frame, the parties shall proceed in accordance with the terms of that resolution. If the
33 objection is not resolved within this time frame, and the parties have not agreed to extend the
34 consultation period, the Deputy Historic Preservation Officer shall refer the objection to the
35 National Preservation Board, which will provide the State Director with its
36 recommendations. If the State Director accepts the Board's recommendations, the State
37 Director shall promptly notify the SHPO of such acceptance, provide a copy of the Board's
38 recommendations, and afford the SHPO 30 calendar days following receipt of the
39 notification to comment on the recommendations. If the SHPO concurs in the Board's
40 recommendations within this time frame, the State Director and the SHPO shall proceed in
41 accordance with the Board's recommendations and the objection shall thereby be resolved.
42 If either the State Director or the SHPO rejects the Board's recommendations after
43 consideration not to exceed 30 days, the State Director shall promptly notify the Board in
44 writing of the rejection, and immediately thereafter submit the objection, including copies of
45 all pertinent documentation, to the Advisory Council on Historic Preservation for comment
46 in accordance with Component Four of the National PA. Within 30 calendar days following

1 receipt of any Council comments, the State Director shall make a final decision regarding
2 resolution of the objection and in writing notify the Board, the SHPO and the Council of that
3 decision. The objection shall thereupon be resolved. In reaching a final decision regarding
4 the objection, the State Director shall take into account any comments received from the
5 Board, the SHPO, and the Council pursuant to this stipulation.
6

7 2. If a member of the public or a Federally recognized Indian tribe or other American
8 Indian group or individual objects at any time to the manner in which this Protocol is being
9 implemented in a specific case, the BLM shall consult with the objecting party for a period
10 not to exceed 45 days and, if the objecting party requests, with the SHPO, to resolve the
11 objection. If the objecting party and the BLM resolve the objection within 45 days, the BLM
12 shall proceed in accordance with the terms of that resolution. If the objection cannot be
13 resolved, the Deputy Historic Preservation Officer shall refer the objection to the National
14 Preservation Board, which will provide the State Director and the objecting party with its
15 recommendations for resolving the objection. If the State Director and the objecting party
16 accept the National Preservation Board's recommendations, the State Director shall proceed
17 in accordance with these recommendations and the objection shall thereby be resolved. If
18 either the State Director or the objecting party rejects the National Preservation Board's
19 recommendations for resolving the objection, the State Director shall refer the objection to
20 the Council in accordance with Component Four of the National PA. Within 30 calendar
21 days following receipt of any Council comments, the State Director shall make a final
22 decision regarding resolution of the objection and shall, in writing, notify the Board, the
23 objecting party, the SHPO and the Council of that decision. The objection shall thereupon be
24 resolved. In reaching a final decision regarding the objection, the State Director shall take
25 into account any comments received from the Board, the objecting party, the SHPO, and the
26 Council pursuant to this paragraph. Any objection filed pursuant to this paragraph shall not
27 prevent the BLM from proceeding with project planning; however, project implementation
28 shall be deferred until the objection is resolved pursuant to the terms of this paragraph.
29

30 **B. Revision of this Protocol**

31
32 This Protocol is intended to be responsive to changing circumstances. Therefore, the BLM
33 or the SHPO may propose revision of this Protocol, whereupon the parties shall consult to
34 consider the proposed Revision. "Revision" as used herein refers to the process of review
35 and rewriting of all or portions of the Protocol, including the addition, deletion, or
36 modification of exempt undertakings. Revisions shall only become effective upon written
37 concurrence of the parties.
38

39 **C. Amendment of this Protocol**

40
41 1. In keeping with the intended responsive nature of this Protocol, the BLM or the SHPO
42 may propose amendment of this Protocol at any time, whereupon the parties shall consult to
43 consider such amendment. "Amendment" as used herein refers to the process of adding
44 supplemental procedures for specific BLM programs when parties to the Protocol wish those
45 procedures to be made explicit. The amendment process culminates in the issuance of

1 Protocol Amendments, which are administratively appended to the Protocol on their effective
2 date. Amendments to the Protocol will only become effective upon signature of both parties.
3 Protocol Amendments shall be housed in Appendix E of this Protocol.
4

5 2. The parties to this Protocol agree that upon termination or expiration of this Protocol, any
6 and all Protocol Amendments may continue in full force and effect until a successor Protocol
7 or Programmatic Agreement is executed, whereupon any and all such Protocol Amendments
8 may be appended to the successor document with or without revision as the parties may
9 agree.
10

11 **D. Termination, Automatic Termination, and Review of this Protocol** 12

13 1. The BLM or SHPO may terminate this Protocol or any Protocol Amendment. The party
14 proposing termination shall in writing notify the other party of intent to terminate and explain
15 the reasons for proposing termination. Within seven calendar days following receipt of such
16 notification, the parties shall consult for up to 90 days to seek alternatives to termination.
17 Should such consultation result in agreement on an alternative to termination, the parties
18 shall proceed in accordance with the terms of that agreement. Should such consultation fail,
19 the party proposing termination may terminate this Protocol or any Protocol Amendment by
20 providing the other party with written notice of such termination. Termination hereunder
21 shall render this Protocol or any terminated Protocol Amendment without further force or
22 effect
23

24 2. In the event of termination of this Protocol, the BLM shall comply with the provisions of
25 36 CFR Part 800 (Appendix C) for all undertakings covered by this Protocol, with the
26 exception of those Supplemental Procedures described in Protocol Amendments which, by
27 written agreement of the parties, may remain in full force and effect. In the event a Protocol
28 Amendment is terminated, BLM shall comply with 36 CFR 800 for the program or practices
29 subsumed under the Protocol Amendment except insofar as SHPO and the BLM in writing
30 agree to subsume such program or practices under this Protocol.
31

32 3. At midnight of the fifth anniversary of the date of its execution, this Protocol shall
33 automatically terminate and have no further force or effect, unless it is extended by written
34 agreement of the parties. Should the Protocol not be extended and should no successor
35 agreement document be in place at the time of automatic termination, BLM shall comply
36 with 36 CFR 800 (Appendix C), except with regard to those activities addressed in Protocol
37 Amendments which the parties in writing agree shall remain in full force and effect.
38

39 4. This Protocol and BLM's activities under this Protocol shall be and whether the parties
40 can agree to extend this Protocol in accordance with Stipulation IX.D.
41
42

43 **X. OTHER STATE-SPECIFIC PROCEDURES** 44

45 BLM shall follow procedures and adhere to policies detailed in the BLM 8100 Manual Series
46 (Appendix B) along with standards and guidelines promulgated by the Office of Historic

1 Preservation. BLM, in consultation with SHPO, may develop other guidance as necessary
2 and shall consider incorporating such guidance as supplemental procedures to this Protocol
3 (IX.C.).
4
5
6

7 STATE DIRECTOR, BUREAU OF LAND MANAGEMENT, CALIFORNIA
8
9
10

11
12 By Mike Pool

Date: _____
13
14
15

16 STATE HISTORIC PRESERVATION OFFICER, STATE OF CALIFORNIA
17
18
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20
21 By Milford Wayne Donaldson

Date: _____
22
23

24 STATE HISTORIC PRESERVATION OFFICER, STATE OF NEVADA
25
26
27

28
29 By Ronald M. James

Date: _____
30