**PROGRAMMATIC AGREEMENT**

**AMONG**

**THE ARIZONA BUREAU OF LAND MANAGEMENT (BLM-ARIZONA),**

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**

**THE ARIZONA STATE HISTORIC PRESERVATION OFFICER, AND**

**THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

**REGARDING**

**BLM-ARIZONA TRAVEL MANAGEMENT PLANS (TMPs)**

**IN ARIZONA AND PORTIONS OF CALIFORNIA**

**WHEREAS**, the BLM-Arizona manages up to 12.2 million acres of the public lands in accordance with the Federal Land Policy and Management Act (FLPMA) [43 CFR 1701 *et seq.*]. This includes approximately 12,115,246 acres of public lands in Arizona and approximately 84,754 acres of public lands in California; and

**WHEREAS**, these public lands in Arizona and California include networks of transportation-related linear features (routes) which support multiple uses. This includes approximately 17,700 miles of inventoried routes in Arizona and 342.34 miles of inventoried routes in California; and

**WHEREAS**, the BLM is required to undertake comprehensive Travel and Transportation Management (TTM) planning to provide a sustainable travel network and transportation system that addresses the need for access to and across BLM-managed lands and manage travel and transportation on the public lands in compliance with applicable laws and regulations; and

**WHEREAS**, as part of comprehensive TTM planning, the BLM is required to designate routes as “open”, “limited”, or “closed” to Off-Highway Vehicles (OHVs) pursuant to 43 CFR 8340 and 8342; and

**WHEREAS**, route designation constitutes an Undertaking subject to compliance with Section 106 of the National Historic Preservation Act (NHPA), as amended (54 U.S.C. §306108 *et seq*.), and as defined in 36 CFR 800.16(y); and

**WHEREAS**, the following activities are part of the Undertakings covered by this Agreement: route designations, numbering and signing of routes, identifying routes on publicly-available travel maps, natural revegetation, and barricading of closed routes; and

**WHEREAS,** all other TTM related activities not listed above are not part of the Undertakings covered by this Agreement and are subject to separate review under the NHPA and National Environmental Protection Act (NEPA), including the construction of new routes, modification or alteration of existing routes, and route maintenance activities; and

**WHEREAS,** the Signatories have developed this Agreement to establish alternative procedures for identification and evaluation of historic properties as outlined 36 CFR 800.14(b)(1)(i-ii), because the effects on historic properties resulting from route designations are likely to be similar, repetitive, and cannot be fully determined prior to approval; and

**WHEREAS**, the BLM-Arizona has the Section 106 responsibility for these Undertakings and is a Signatory to this Agreement; and

**WHEREAS**, the Agency Official [36 CFR 800.2] under this Agreement will be the BLM-Arizona State Director (State Director). The State Director may delegate the Agency Official’s responsibilities to the appropriate District, Field, Monument and/or National Conservation Area Manager when implementing the stipulations of this Agreement; and

**WHEREAS**, in accordance with the *Programmatic Agreement among the BLM, the ACHP, and the National Conference of State Historic Preservation Officers regarding the Manner in which the BLM will meets its Responsibilities under the National Historic Preservation Act* (National Protocol) and 36 CFR 800.6(a)(1)(i)(C), the BLM-Arizona notified the Advisory Council on Historic Preservation (ACHP) of its intent to develop this Agreement. The ACHP responded in writing on November 28, 2016, with their decision to participate in consultation and is a Signatory to this Agreement; and

**WHEREAS,** the BLM-Arizona consulted with the Arizona State Historic Preservation Officer (AZ-SHPO) and the California State Historic Preservation Officer (CA-SHPO) pursuant to the National Protocol and 36 CFR 800.6 of the regulations as revised in 2004; and

**WHEREAS,** the AZ-SHPO and CA-SHPO are authorized to enter this Agreement in order to fulfill their roles of advising and assisting federal agencies in carrying out Section 106 responsibilities under the following federal statutes: Sections 101 and 106 of the NHPA, 36 CFR 800.2(c)(i) and 800.6(b), and both are Signatories to this Agreement; and

**WHEREAS**, the BLM-Arizona recognizes that Arizona and California have executed Protocols with their respective BLM state offices for streamlining Section 106 review and compliance at *State Protocol Agreement between the Bureau of Land Management, Arizona and the Arizona State Historic Preservation Office regarding the manner in which the BLM-Arizona will meet its Responsibilities under the National Historic Preservation Act and the National Programmatic Agreement among the Bureau of Land Management, The Advisory Council on Historic Preservation and the National Conference of State Historic Preservation Officers* (Arizona Protocol) and *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* (California Protocol). However, this Agreement will supersede these State Protocols in respect only to the Undertakings defined above; and

**WHEREAS**, the BLM-Arizona is responsible for government-to-government consultation with Indian Tribes pursuant to Section 101(d)(6)(B) of the NHPA, 36 CFR 800.2(c)(2)(ii), the American Indian Religious Freedom Act (AIRFA) [42 USC 1996], Executive Order 13175, and section 3(c) of the Native American Graves Protection and Repatriation Act (NAGPRA) [25 USC 3001-13]; and

**WHEREAS**, the BLM-Arizona has invited the following Indian Tribes (Tribes) to participate and consult in the development of this Agreement: Ak-Chin Indian Community, Chemehuevi Indian Tribe of the Chemehuevi Reservation-California, Cocopah Tribe of Arizona, Colorado River Indian Tribes of the Colorado River Indian Reservation, Fort McDowell Yavapai Nation-Arizona, Fort Mojave Tribe of Arizona, Fort Sill Apache Tribe (Chiricahua Warm Springs Apache), Gila River Indian Community of the Gila River Indian Reservation-Arizona, Havasupai Tribe of the Havasupai Reservation-Arizona, Hopi Tribe of Arizona, Hualapai Indian Tribe of the Hualapai Indian Reservation-Arizona, Kaibab Band of Paiute Indians of the Kaibab Indian Reservation-Arizona, Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony-Nevada, Mescalero Apache Tribe, Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Navajo Nation, Paiute Indian Tribe of Utah (Cedar Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes), Pascua Yaqui Tribe of Arizona, Pueblo of Jemez, Quechan Tribe of the Fort Yuma Indian Reservation-California and Arizona, Salt River Pima-Maricopa Indian Community of the Salt River Reservation-Arizona, San Carlos Apache Tribe of the San Carlos Reservation, San Juan Southern Paiute Tribe of Arizona, Tohono O'odham Nation of Arizona, Tonto Apache Tribe of Arizona, Ute Mountain Ute Tribe, White Mountain Apache of the Fort Apache Reservation-Arizona, Yavapai-Apache Nation of Camp Verde Indian Reservation, Yavapai Apache Nation of the Camp Verde Indian Reservation, Yavapai-Prescott Indian Tribe, and Zuni Tribe of the Zuni Reservation; and

**WHEREAS**, all invited Tribes are Concurring Parties; and

**WHEREAS**, pursuant to 36 CFR 800.2(c)(2), the BLM-Arizona will continue to consult with Tribes throughout the life of this Agreement regarding identification of historic properties, evaluation efforts, and resolution of adverse effects on historic properties to which Tribes may attach religious and/or cultural significance notwithstanding any decision on the part of these Tribes to decline to concur with this Agreement; and

**WHEREAS**, the BLM-Arizona has notified the following federal and state government agencies, which oversee or manage lands adjacent to routes under consideration for designation, of its intent to develop this Agreement and invited them to participate: U.S. Forest Service -Southwest Region (representing Tonto National Forest, Apache-Sitgreaves National Forest, Prescott National Forest, Coronado National Forest, Kaibab National Forest, and Coconino National Forest), U.S. Bureau of Reclamation, U.S. Customs and Border Protection, U.S. Air Force (Southern Command, Davis-Monthan Air Force Base, Range Management Office-Luke Air Force Base), U.S. Army (Fort Huachuca), U.S. Marine Corps (Marine Corps Air Station-Yuma), National Park Service (Juan Bautista de Anza National Trail, Organ Pipe Cactus National Monument, Saguaro National Park, Tumacacori National Historic Park, Lake Mead National Recreation Area, Montezuma Castle National Monument, Pipe Springs National Monument, and the National Trails Intermountain Region), Arizona State Committee on Trails, Arizona State Off-Highway Vehicle Advisory Group, Arizona State Land Department, Arizona Department of Transportation, Arizona Game and Fish Department, and Arizona State Parks and Trails; and

**WHEREAS**, the following federal and state government agencies participated in the development of this Agreement and were invited to be Concurring Parties to this Agreement: Arizona Game and Fish Department, Arizona Department of Transportation, U.S. Customs and Border Protection, Marine Corps Air Station-Yuma, and Juan Bautista de Anza National Historic Trail; and

**WHEREAS,** this Agreement does not terminate, supersede, or modify the terms of any existing interagency agreement or memoranda which include the BLM and U.S. Customs and Border Protection Department of Homeland Security (CBP/DHS), including, but not limited to: *Memorandum of Agreement Between U.S. Customs and Border Protection And U.S. Department of Interior Regarding Natural and Cultural Resource Mitigation Associated with Construction and Maintenance of Border Security Infrastructure along the Border of the United States and Mexico*, *Memorandum of Understanding Among the U.S. Department of Homeland Security and the U.S. Department of Interior and the U.S. Department of Agriculture Regarding Cooperative National Security and Counterterrorism Efforts on Federal Lands along the United States’ Borders*, and the *Programmatic Agreement Among U.S. Customs and Border Protection, the Historic Preservation Officers of the States of Arizona, California, New Mexico, and Texas, General Services Administration, U.S. Department of Agriculture, U.S. Department of Interior, U.S. International Boundary and Water Commission, New Mexico State Land Office, California Valley Miwok Tribe, Cocopah Indian Tribe, Delaware Nation, Fort Yuma-Quechan Tribe, Pechanga Band of Luiseno Mission Indians, Tohono O’odham Nation, Tonkawa Tribe of Oklahoma, Yavapai-Prescott Indian Tribe, and the Advisory Council on Historic Preservation Regarding CBP Undertakings in States Located Along the Southwest Border of the United States*; and

**WHEREAS**, the BLM-Arizona notified the local governments and Sheriff’s Offices in the following counties, which oversee lands adjacent to routes under consideration for designation, of its intent to develop this Agreement and invited them to participate: Apache County, Cochise County, Coconino County, Gila County, Graham County, Greenlee County, Imperial County, La Paz County, Maricopa County, Mohave County, Navajo County, Pima County, Pinal County, San Bernardino County, Riverside County, Santa Cruz County, Yavapai County, and Yuma County; and

**WHEREAS,** the following local governments and sheriff’s offices participated in the development of this Agreement and were invited to be Concurring Parties to this Agreement: Apache County Sheriff’s Office, Coconino County Sheriff’s Office, Greenlee Country Sheriff’s Office, Maricopa County Parks and Recreation, Pinal County, Yavapai County Sheriff’s Office; and

**WHEREAS**, the BLM-Arizona identified the following individuals and organizations as having interests associated with the Undertakings. The BLM-Arizona notified them of its intent to develop this Agreement and invited them to participate: American Conservation Experience, American Lands Access Association, American Rock Art Research Association, Anza Trail Association, Anza Trail Coalition of Arizona, Anza Trail Foundation, Archaeology Southwest, Arizona Archaeological and Historical Society, Arizona Archaeological Council, Arizona Archaeological Society, Arizona Conservation Corps, Arizona Mountaineering Club, Arizona Off-Highway Vehicle Coalition, Arizona Preservation Foundation, Arizona State Association of 4 Wheel Drive Clubs, Arizona Sun Riders, Arizona Trail Association, Arizona Trail Riders, Back Country Horsemen of Arizona, Bouse Ghost Riders, Bullhead 4 Wheelers, Cerbat Ridge Runners, Coalition of Arizona Bicyclists, Defenders of Wildlife, Desert Tortoise Council, Friends of the Arizona Joshua Tree Forest, Havasu 4 Wheelers, Mesa 4 Wheelers, National Trust for Historic Preservation, The Nature Conservancy, Nomads Motocross & ATV Club, Old Pueblo Archeology Center, Old Spanish Trail Association, Pima Trails Associations, Rincon Institute, Sierra Club-Grand Canyon Chapter, Society for American Archaeology, Sonoran Desert Mountain Cyclists, Sonoran Institute, Tucson Rough Riders, Verde Valley Archaeological Center, Volunteers for Outdoor Arizona, and The Wilderness Society; and

**WHEREAS**, the following organizations and individuals participated in the development of this Agreement and were invited to be Concurring Parties to this Agreement: American Lands Access Association, Arizona Archaeological Council, Arizona Sunriders, Arizona Off-Highway Vehicle Coalition, Archaeology Southwest, Bouse Ghost Riders, Friends of the Arizona Joshua Tree Forest, Mesa 4 Wheelers, National Trust for Historic Preservation, and Old Spanish Trail Association; and

**WHEREAS**, the Concurring Parties have participated in the consultation process as outlined in the Agreement; and it is understood that their participation does not necessarily imply an endorsement of this Agreement in part or as a whole. Concurring Parties may decline to sign this Agreement. The decision to sign or not sign does not preclude continued or future participation in this Agreement or as Consulting Parties to the Undertakings (CPU) covered under this Agreement; and

**WHEREAS**, the BLM-Arizona has provided the public with opportunities to comment on the development of this Agreement and will provide further opportunities for the public to participate as CPU. Notification to the public will be made through the BLM travel management website, ePlanning, and/or other local outreach efforts as determined by the appropriate BLM Field Office; and

**NOW THEREFORE**, the Signatories to this Agreement agree that the proposed Undertakings shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertakings on historic properties, resolve adverse effects through the process set forth in this Agreement, and further agree that the following Stipulations shall govern the Undertakings until this Agreement is modified, expires, or is terminated.

DEFINITIONS

Terms used in this Agreement are defined in Appendix A and are consistent with the definitions found in 36 CFR 60.3; 36 CFR 800.16; the BLM 8100 Manual *Identifying and Evaluating Cultural Resources*; and the BLM 1626-*Travel and Transportation Management Manual*.

**STIPULATIONS**

# Applicability

This Agreement applies to the Undertakings associated with all TMPs initiated after the execution of this Agreement and to the Undertakings associated with TMPs currently underway which remain incomplete at the time the Agreement is executed.

# Initiation of Section 106 Process

The Agency Official will be responsible for establishing the Undertaking(s) under this Agreement and will coordinate its provisions with the planning schedule for individual TMPs. The Agency Official will ensure the implementation of this Agreement is also coordinated with other regulatory reviews as per 36 CFR 800.3(b) and will, to the extent feasible, use information developed under those reviews to meet the requirements of this Agreement.

# Identification of Consulting Parties to Each Undertakings (CPU)

As part of initial planning for the TMPs associated with the Undertaking(s), the Agency Official will identify the appropriate CPU, pursuant to 36 CFR 800.2(c) and 800.3(c-f), and initiate consultation with those parties in accordance with the provisions of Stipulations X, XI, and XII of this Agreement.

# Determining the Area of Potential Effect (APE)

The Agency Official will define the APE based on the potential of the Undertaking to alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register of Historic Places (NRHP) in a manner that would diminish the integrity of the property’s location, design, setting, materials, workmanship, feeling, or association. The following will be used as guidance for defining the APE for Undertakings under this Agreement:

## Direct Effects. The APE for direct effects is the area within which historic properties may sustain physical alteration or destruction as a result of the Undertaking.

### The APE for direct effects is influenced by the area of the potential ground disturbance associated with activities related to the Undertaking and includes specific routes under consideration for designation as well as adjacent locations where various activities, such as parking, vehicle pull-off, and off-site camping are authorized or allowed.

### For the purposes of this Agreement, the direct APE is defined as 100 feet on either side of the centerline of a route.

## Indirect Effects. The APE for indirect effects considers visual, audible, and atmospheric elements that could potentially diminish the integrity of historic properties for which setting, feeling, and/or association are aspects of such integrity.

### The baseline APE for indirect effects for Undertaking(s) covered by this Agreement extends to the visible horizon, as defined in Appendix A, but will not to exceed one-eighth (1/8) of a mile on either side of the center line of a route open to motorized traffic, unless otherwise identified by a CPU or as identified through additional analysis.

### If the APE for indirect effects includes classes of historic properties for which setting, feeling, and/or association contribute to eligibility, for example, traditional cultural properties (TCPs), National Historic Landmarks (NHLs), National Historic Trails (NHTs), or Rural Historic Landscapes (RHLs), additional analysis may be required and the APE for indirect effects may be modified accordingly. These areas will require analysis on a case-by-case basis in consultation with the appropriate SHPOs and CPU, any modification of the APE for indirect effects under this provision will follow the procedures outlined at Stipulation IV.C described below.

## Cumulative Effects. The APE for cumulative effects considers the reasonably foreseeable additive or interactive effects associated with the Undertaking. For example, use of a route can provide easier access to highly visible historic properties and may result in increased frequency of vandalism over time.

### The APE for cumulative effects for the Undertaking will not will not to exceed one-eighth (1/8) of a mile on either side of the center line of a route.

## Modifying the APE. The APE may be modified when additional research, consultation with CPU, or changes to the Undertaking indicate that historic properties located outside of boundaries of a previously defined APE will be affected by the Undertaking. The APE may be modified using the following procedures:

### Any CPU may propose modifications to an APE by providing the Agency Official with written notification, including justification for and illustration of, the proposed APE modification(s).

### The Agency Official shall communicate the modification proposal(s) to other CPU and consult in accordance with the provisions of Stipulation X.

### Following consultation, the Agency Official will make a decision on the proposed modification and notify the CPU within seven (7) calendar days.

(a) If the Agency Official agrees to the modified APE, it will identify historic properties in the revised APE, assess the effects of the Undertaking on any historic properties in the new APE area, and consult to seek resolution of adverse effects on such properties in accordance with the processes outlined in this Agreement.

# Identification of Historic Properties.

The BLM-Arizona shall make a reasonable and good faith effort to identify cultural resources located within the APEs for each Undertaking in accordance with 36 CFR 800.4(a)(2-4) and 36 CFR 800.4(b). The Agency Official will initiate primary historic properties identification at the beginning of the planning process for TMPs.

## At the beginning of the planning process, BLM-Arizona will, at minimum, complete a comprehensive review and inventory of existing literature and data associated the direct and indirect APE for each Undertaking. The scale of this review should be commensurate with the size and nature of the Undertaking, but shall, at minimum, include a review of current professional literature, regional overviews, appropriate historic contexts, review of BLM Field Office and other institutional files, historic documents and maps, and GIS and other databases likely to contain cultural resource data.

### BLM-Arizona may use a variety of additional methods to refine their understanding of the existing information on the known historic properties within the APE and gather additional information on the probability, location, density, and nature of unidentified cultural resources.

##### GIS-based Cultural Resources Sensitivity Map(s).

##### BLM-Arizona may develop maps and datasets depicting the potential types, and densities of cultural resources throughout the APE(s). The maps can be based on the information recovered during the existing literature and data review and/or incorporating predictive models using multi-variate analysis including data from such sources as: hydrology, landscape features, slope, aspect, elevation, elevation, ecology, pedology, geology, and elevation.

##### Data collection via consultation.

##### BLM-Arizona may seek additional communication with Tribes, local governments, public and private organizations, and other parties likely to be able to provide information on the locations of unrecorded or partially recorded cultural resource sites, traditional cultural properties, and places of religious significance or cultural value to Tribes. Data collection via consultation will be subject to the provisions of Stipulation X.

##### Field Inspections/Site Visits.

##### Field inspections may be used to investigate specific cultural resource locations and gather data regarding: existing condition of the resource, identify/document the effects of current use on the resource, or confirm existing information and site data.

##### Reconnaissance or Judgmental Surveys.

##### A focused or special-purpose tool used to confirm information, test a sampling strategy, or collect area-specific information need to inform a route designation decision. These surveys are less systematic and may be used for a variety of purposes including:

###### To verify data or adequacy of previous survey/inventory projects.

###### To develop recommendations about inventory needs in previously unsurveyed areas.

###### To verify assumed or suspected conditions that might warrant a waiver of more intensive survey.

###### To locate architectural or other high-profile historic properties.

###### To address or fill in, special management information needs relating to Travel Management Planning.

### Following completion of initial identification, the Agency Official will consult with the appropriate SHPO(s) on the adequacy of the efforts, the nature and extent of any proposed additional cultural resources inventory, and define priorities for completion of additional cultural resource inventory.

##### If it is determined in consultation, that additional cultural resources inventory is not required, a report documenting the results of the identification and a cover letter following the standards outlined in Stipulation V.C will be prepared and forwarded to the applicable SHPO(s) and other CPU.

##### If it is determined in consultation that additional cultural resource inventory is required, the BLM-Arizona may implement the provisions of Stipulation V.B.

## In cases where consultation with the appropriate SHPO leads to the determination that additional cultural resource inventory is required, the BLM-Arizona will implement that inventory subject to the following conditions:

### Cultural resources inventory will be undertaken when:

##### The proposed designation of the route is “open”; and

##### The APEs are likely to contain high densities of cultural resources and/or historic properties which have not been adequately identified, evaluated, or assessed; or

##### The APEs contains a route(s) that has been identified as significant historic roads or trails or containing historic constructed road features that manifest craftsmanship or special engineering considerations (e.g. Civilian Conservation Corps-era culverts, bridges, or other historic features considered to be historic properties); or

##### The APEs includes route(s) where primary identification efforts found no data regarding the potential for the route or area to contain cultural resources; or

##### The APEs include route(s) with potential to experience increases in the volume or type of traffic potentially affecting historic properties due to shifting, concentration, or expansion of travel which could potentially affect historic properties.

### Cultural resources inventory will not be undertaken when one or more of the following apply:

(a) The proposed designation closes a route to travel and the methods used for closure do not involve ground disturbing activity; or

(b) The proposed designation of the route will not change existing travel on a route, provided it can be established that existing traffic is not causing adverse effect; or

(c) The proposed designation of the route will substantially decrease travel on a route in a manner that is unlikely to adversely affect cultural resources; or

(d) Class III inventory(ies) have been previously performed and records documenting the location, methods, and results of that inventory are available; or

(e) Previous natural ground disturbance has modified the surface so extensively that the likelihood of finding historic properties is negligible; or

(f) Human activity in the last 50 years has changed the natural topography enough to eradicate historic properties; or

(g) Conditions exist which could endanger the health or safety of personnel, such as the presence of hazardous materials, explosive ordnance, or unstable structures.

### Cultural Resource Inventory methods may include, but are not limited to:

(a) Class II survey. A professionally conducted sampling survey based on a statistical or predictive model. Class II surveys are a means to characterize the probable density, diversity and distribution of historic properties in an area. These surveys can be used to address appropriate research questions or to test a sampling strategy. A variety of methods can be used, singly or in combination, to maximize the reliability of the sampling strategy including, but not limited to: data on known cultural resources locations; existing cultural resource sensitivities maps and datasets; cultural landscape data; geomorphological, soils survey, and ecological data.

###### BLM-Arizona will use care in selecting Class II survey strategies and consult with the appropriate SHPOs and CPU to ensure that the sample size and strategy is adequate to meet the reasonable and good faith effort identification standard for the Undertaking [36 CFR 800.4(b)(1)].

(b) Class III Survey. Class III surveys are designed to identify and record all cultural resources visible from the surface and from exposed soil profiles within a target area. They are continuous, intensive, and complete pedestrian surveys carried out by trained observers walking close interval parallel transects until the target area has been completely examined. A Class III survey describes the distribution of historic properties in an area, determines the number, location and condition of properties, identifies the types of properties present, and records the physical extent of specific properties.

(c) Alternative Information-Gathering Technologies. The BLM-Arizona Field Offices will, to the extent feasible, explore the use of other methodologies to identify historic properties in the most efficient and cost-effective manner. These can include, but are not limited to, remote sensing such as aerial photography (including alterative light source, drone, and satellite imagery) and geophysical survey technologies (magnetometry, electrical resistivity, ground-penetrating radar, and Lidar).

###### BLM-Arizona will use care in selecting alternative information-gathering technologies and consult with the appropriate SHPOs and CPUs to ensure any technological methods chosen are sufficient to address the reasonable and good-faith effort standard [36 CFR 800.4(b)(1)] and any other concerns.

## The results of historic properties identification efforts will be summarized in a professional, comprehensive, management-focused report(s) presenting the results of the existing literature/data review and cultural resource inventory. The report and its contents will follow the standards defined in Stipulation IX.

### The report will be forwarded to the applicable SHPO(s) and other CPUs with a cover letter from the Agency Official summarizing the conclusions of the report and presenting the Agency Official’s: evaluation of historic properties following Stipulation VI; finding of effect following Stipulation VII, and any recommendations for resolution of adverse effects pursuant to Stipulation VIII.

### Consultation on the report, evaluations of historic properties, findings of effect, and recommendations for resolution of adverse effects will follow Stipulations X, XI, and XII.

# Evaluation of Historic Properties

## All cultural resources identified within an APE will be evaluated using the National Register Criteria for Evaluation [36 CFR Part 60.4], BLM Manual 8110 *Identifying and Evaluating Cultural Resources*, BLM Manual 8140 *Protecting Cultural Resources*, the *Secretary of Interior’s Standards and Guidelines for Archaeology and Historic Preservation* [48 Fed. Reg. 447816], and National Register Bulletins 15 and 38.

## The BLM-Arizona acknowledges that Tribes possess significant and special expertise in assessing the potential eligibility of historic properties that may have religious and cultural significance to Tribes. The Agency Official will make a reasonable and good faith effort to consult the Tribes defined as CPU on the evaluation of identified cultural resources to which they may attach religious or cultural significance.

## The Agency Official will forward final NRHP eligibility determinations to the appropriate SHPO(s) with a request for review.

### If the appropriate SHPO and the BLM-Arizona agree the cultural resource is not eligible for listing, the property shall be considered not eligible for the NRHP for the purposes of complying with Section 106 of the NHPA and no further review or consideration under this Agreement is required.

### If the BLM-Arizona determines any of the NRHP criteria are met and the appropriate SHPO agrees, the property shall be considered eligible for the NRHP for the purposes of this Agreement.

### If the BLM-Arizona and the appropriate SHPO do not agree on the eligibility determination, or if the ACHP requests, the BLM-Arizona will request a determination of eligibility from the Keeper of the NRHP pursuant to 36 CFR 800.4(c)(2) and 36 CFR 63. The Keeper’s decision is final.

**VII. Assessment of Effect**

The Agency Official will make recommendations of effect considering the direct, indirect, and cumulative effect of the Undertaking on historic properties and document those recommendations in Findings of Effect, including:

## No historic properties affected.

The Undertaking will be considered to have “no historic properties affected” if the Agency Official determines that either there are no historic properties located within the APEs or the characteristics which made the identified historic properties eligible for the NRHP will not be affected by the Undertaking [36 CFR 800.4(d)(1)]. The Agency Official will document the finding as per the provision of 36 CFR 800.11(d) in its communication with appropriate SHPO(s) and in the annual report for this Agreement. The Undertaking will proceed.

## Finding of No Adverse Effect.

For undertakings where BLM-Arizona identifies historic properties which may be affected, the Agency Official, in consultation with the appropriate SHPOs and other CPU, shall apply criteria of adverse effect [36 CFR 800.5(a)(1)]. If the Agency Official finds the Criteria of Adverse Effect are not met or finds the Undertaking can be modified or conditions imposed to avoid adverse effects, a finding of no adverse effect will be issued in accordance with 36 CFR 800.5(b).

The BLM-Arizona may make a finding of no adverse effect using one of the two procedures outlined below.

### No Adverse Effect with Conditions.

##### A Finding of No Adverse Effect with Conditions can be reached when the Undertaking is altered or conditions are placed on it which allow avoidance of the resource using either administrative or physical avoidance measures. Avoidance is typically achieved through one or more of the following methods:

###### Route designation to close, limit, or decrease existing travel. For example: restricting location of travel within the road (e.g. vehicle to the lane of travel and prohibiting travel outside of the shoulder of a road), limiting vehicle type, and restricting time or season of travel);

###### Redirecting/relocating routes to avoid historic properties, where the relocated route has been adequately documented to contain no additional historic properties;

###### Installation of signage, fencing, and barricades outside of the boundaries of the cultural resource;

###### Installation of stabilization measures (plating or burial of the resource or installation of off-site erosion abatement measures); provided those measures are outside of the boundaries of the cultural resource, fully reversible, of documented efficacy, and located in areas which have been adequately documented and contain no additional historic properties;

###### Removal of unauthorized, man-made, non-contributing, or intrusive attractants at an historic property; and/or

###### Monitoring/patrolling of historic properties for prevention and enforcement.

##### A Finding of No Adverse Effect with Conditions, can be made if the following are provided:

(1) Adequate information to delineate the boundary of the cultural resource in relation to the impact of the Undertaking, to identify contributing features of the site, and demonstrate the efficacy of the conditions being imposed.

(2) Pursuant to the language in 36 CFR 800.11(e)(5), a plan detailing the protective measures to avoid adverse effects is provided with the finding of effect. A plan will include, but is not limited to:

1. A description of the historic property(ies), its eligibility(ies), and its contributing feature(s) in relationship to the Undertaking;
2. Specification of the protective measures to be implemented to avoid the cultural resources and why they were chosen;
3. A timeline for completion of the measures, and language regarding the coordination of the completion of measures with completion of the TMP and other associated reviews (e.g. NEPA); and
4. Provisions for response to possible unanticipated discoveries during implementation of the conditions following the standards outlined in Stipulations XV and XVI.

(c) The BLM-Arizona will consult regarding the types of Condition(s) proposed to be used to reach a Finding of No Adverse Effect with Conditions pursuant to the provisions of Stipulation X, XI, and XII of this Agreement. Any CPU may object to the use of a Finding of No Adverse Effect with Conditions by communicating that objection in writing to the Agency Official within the 30-day review period defined in Stipulation X. The Agency Official will consider the objection and, in consultation with appropriate SHPO(s), determine if objection has merit.

##### If the Agency Official, as a result of consultation, determines that the conditions proposed cannot be used to reach a Finding of No Adverse Effect with Conditions, the Agency Official will move to resolve the potential adverse effect utilizing the provisions of Stipulation XIII.

##### Following consultation, where the appropriate SHPO(s) concur that a Finding of No Adverse Effect using Conditions is acceptable, a final Finding of No Adverse Effect with Conditions will be drafted with the approved plan attached. The Undertaking will proceed and implementation of the plan will be documented in the summary annual report described in Stipulation XIV.

### No Adverse Effect

When the conditions described above in Stipulation VII.B do not apply and the Criteria of Adverse Effect are not met, the Agency Official will propose a Finding of No Adverse Effect and will consult with the appropriate SHPO(s) and CPU pursuant to 36 CFR 800.5(c) and supply the necessary documentation required under 36 CFR 800.11(e). The Undertaking will proceed without further requirements under Section 106.

## Adverse Effects. If Agency Official finds that the criteria of adverse effect as defined in 36 CFR 800.5(a)(1) are met, it will document that finding of adverse effect and proceed to consultation to resolve the adverse effect as defined in Stipulation VIII.

# Resolution of Adverse Effect

The resolution of any adverse effect on historic properties from the Undertakings covered by this Agreement will be through the development of a Historic Preservation Treatment Plans (HPTP) for Standard Measures or development of a Memorandum of Agreement (MOA).

## Resolution of Adverse Effect Using Standard Measures.

BLM-Arizona may seek to resolve adverse effects to some types of historic properties by following the standard measures outlined in Appendix B (Standard Measures for Resolving Adverse Effect). The use of standard measures to resolve adverse effect will require the following:

### The Agency Official will propose the applicable standard measure(s) for resolving adverse effects to the Undertaking as provided in Appendix B and request comments from the appropriate SHPO(s) and CPU. The proposal will include: a description of the affected property, the adverse effect to the property, and a justification for resolving adverse effects using standard measures.

### Any CPU may object to the use of standard measures to resolve adverse effects by communicating that objection in writing to the Agency Official. The Agency Official will consider the objection in consultation with the appropriate SHPO(s.

### Following consultation, where the appropriate SHPO(s) concurs in writing with resolving adverse effects using standard measures, the Section 106 Process will be regarded as complete and the BLM-AZ will not be required to notify the ACHP of adverse effect. The BLM-Arizona will proceed to develop an HPTP for resolving adverse effects using standard measures as required in Appendix B.

### The Agency Official will provide copies of the HPTP to the appropriate SHPO(s) and other CPU for review and comment. Consultation will follow the provisions of Stipulation X of this Agreement.

### The results of implementation of standard measures to resolve adverse effects will be reported on according to the requirements specified in the relevant HPTP and will be submitted to the appropriate SHPO(s) and CPU for review and comment, following the provisions of Stipulation X.

### Agreements to, and status of implementation of resolution of adverse effect through standard measures, will be documented in the summary annual report described in Stipulation XIV.

### If the Agency Official determines that resolution of adverse effects using standard measures as outlined in Appendix B is not feasible, the Agency Official will consult with the appropriate SHPO(s) to determine if resolution of adverse effects can be reached through the development of a MOA.

## Resolution of Adverse Effect through Memorandum of Agreement (MOA)

### When the BLM-Arizona determines resolution of adverse effect under Appendix B is not warranted or cannot be agreed upon, it will, in consultation with the appropriate SHPO(s) and CPU, prepare an MOA in accordance with 36 CFR 800.6.

### When the determination is made to develop an MOA, the BLM-Arizona shall invite the ACHP to participate in consultation.

### The process for preparing and reviewing the MOA will be negotiated among the consultation parties to the Undertaking following the provisions of Stipulation X, XI, and XII.

### If an MOA is prepared, once executed, a copy will be filed with the ACHP and with the CPU pursuant to 36 CFR 800.6 and 800.11. This will complete the Section 106 process. The measures to resolve adverse effects agreed upon in the MOA will be incorporated into the Undertaking and the Undertaking will be implemented.

### Agreements to, and status of implementation of, resolution of adverse effect through development of MOA will be documented in the summary annual report described in Stipulation XIV.

# Professional Qualifications, Reporting Standards, Permits

## The BLM-Arizona will ensure that all work undertaken to satisfy the terms of this Agreement shall conform to the Secretary of Interior’s Standards for Archeology and Historic Preservation [48 Fed. Reg. 44716, September 29, 1983], the ACHP guidance on archaeology (<http://www.achp.gov/archguide>), appropriate SHPO standards and requirements, BLM Manual 8110 guidance, any standards outlined in relevant BLM-State Protocol Agreements, and all applicable National Park Service (NPS) guidance for evaluating NRHP properties (e.g. *Guidelines for Evaluating and Documenting Traditional Cultural Properties*, *Guidelines for Evaluating and Documenting Rural Historic Landscapes*).

B. The BLM-Arizona will ensure that all activities relating to identification, evaluation, and resolution of adverse effect undertaken as part of this Agreement are carried out by or under the direct supervision of a person or persons meeting, at a minimum, the applicable professional qualification standards set forth in the Secretary’s Standards [48 Fed. Reg. 44739, September 29, 1983 and 36 CFR 61], the Office of Personnel Management professional qualifications for archaeological and historic preservation, and the permitting requirements of the States of Arizona and California, as appropriate.

C. Identification and evaluation activities will be conducted only after qualified cultural resource professionals have obtained the appropriate permits for fieldwork.

D. Reporting will be consistent with the standards outlined in the most recent published guidelines of the appropriate SHPO.

### Arizona’s published guidelines are found at: <https://d2umhuunwbec1r.cloudfront.net/gallery/asp-archive/SHPO/downloads/SHPO-Survey_Report_Standards-2016.pdf>

2. California’s published guidelines are found at: <http://ohp.parks.ca.gov/pages/1054/files/armr.pdf>

# Consultation

Throughout the duration of the Agreement, the BLM-Arizona will seek, discuss, and consider the views of the Consulting Parties and will, where feasible and pursuant to 36 CFR 800.16 (f), seek agreement with them when making decisions under the stipulations of this Agreement.

## Review and Comment Process. The BLM-Arizona will submit necessary documentation relating to Undertakings under this Agreement to the CPU with a request for review and comment. Unless otherwise agreed, or specified within a Stipulation to this Agreement, those parties shall have thirty (30) calendar days from receipt of the request to review documents and deliverables associated with this Agreement.

### If the a CPU does not respond or comment on the submittal within thirty (30) calendar days of receipt of a formal request, the BLM-Arizona will make at least one attempt to follow-up with them, via electronic mail and/or telephone, to verify the CPU does not have any input in regard the issue under consideration. If, after a reasonable and good faith effort to reach an unresponsive CPU, there has still been no response or the CPU cannot be reached, the BLM-Arizona will proceed to the next step in the relevant process under this Agreement.

### If a CPU requires additional time for consultation, a request for extension must be made in writing within the original review period. BLM-Arizona will attempt to accommodate such requests provided they do not adversely affect other scheduled planning efforts.

### If comments received on documentation require only minor editorial corrections, such as spelling errors, formatting and punctuation, the BLM-Arizona will execute the changes and complete the consultation.

### If substantive changes are required, BLM-Arizona will execute and provide draft copies of the revised documents to the appropriate SHPO(s) and other CPU with a request for second review and comment. All CPU will have twenty (20) days to provide comments on the revised draft. The BLM-Arizona may, in consultation with CPU, modify the duration of further review periods depending on the nature and complexity of the documentation in question. Once consultation is completed, BLM-AZ will provide copies of the final document to all CPU.

B. Communications among Consulting Parties. Unless otherwise agreed, electronic mail will serve as the official correspondence method for all communications regarding this Agreement and the Undertakings covered by this Agreement.

C. The final Agreement, any amendments, and all annual reports associated with this Agreement will be posted on the BLM web page created for this Agreement and made accessible to the public subject to the considerations defined in Stipulation XI.

D. Public Participation. The BLM-Arizona will continue to seek to engage the public in its Section 106 and NEPA processes for developing individual TMPs. Such efforts will include but will not be limited to:

1. Providing information about opportunities to participate as CPU through news releases, social media posts, and other efforts to solicit public participation the NEPA process for individual TMPs.

2. Posting updates and documentation relevant to the Section 106 process associated with the Undertaking to the BLM-Arizona Travel Management Planning webpage, subject to the considerations defined in Stipulation XI.

# Confidentiality

The BLM-Arizona is required to take into account any confidentiality concerns raised. Consulting Parties to this Agreement and CPU. Consulting Parties and CPUs will maintain confidentiality of sensitive information regarding historic properties to the maximum extent allowed by federal and applicable state laws.

## To the extent consistent with NHPA Section 304 [54 USC 300310], Section 106 regulations [36 CFR 800.11(c)], and the Archaeological Resources Protection Act (ARPA) [16 USC 470], cultural resource data resulting from Undertakings covered by this Agreement will be treated as confidential by all Consulting Parties and CPU and will not to be released to any person, organization, or agency not a Party to the Agreement. Confidentiality concerns for properties that have religious and cultural significance to Tribes will be respected and will remain confidential to the fullest extent permitted by law. BLM-Arizona may require data sharing agreements with any Consulting Party that is interested in obtaining specific, confidential information.

B. Any document or record in the BLM-Arizona’s possession is subject to the Freedom of Information Act (FOIA) [5 USC. 552 *et seq.*] and its exemptions, as applicable. If BLM-Arizona receives an FOIA request for records relating to a historic property to which a Tribe attaches religious or cultural significance, the records involved in that request will be evaluated to determine if they contain information that the BLM is authorized to withhold from disclosure under other statutes, including NHPA, NAGPRA, and ARPA. The BLM-Arizona will consult with the affected Tribe prior making a determination in response to such an FOIA request.

# Tribal Consultation

The BLM-Arizona is the federal agency responsible for notification, coordination, and consultation with Tribes under this Agreement. The BLM-Arizona will coordinate and consult on a government-to-government basis with Tribes in the identification, evaluation, and treatment of resources to which the Tribes may attach religious and cultural significance [36 CFR 800.16(l)] and to determine whether they are historic properties. Government-to-government consultation with Tribes will continue throughout the life of this Agreement.

A. The BLM-Arizona will request further Tribal participation in association with Section 106 identification, evaluation, and treatment efforts associated with individual Undertakings throughout the life of this Agreement.

1. When considering route designation the Agency Official will review and familiarize themselves with previous consultations and draw upon existing relationships to identify Tribal CPU. Government-to-Government Consultation will proceed within the framework of government to government dialogue and consistent with the standards and guidelines in BLM Manual (MS) 1780. *Tribal Relations* and BLM Handbook (H) 1780-1, *Improving and Sustaining BLM-Tribal Relations.*

B. Tribes will identify specific resources that meet the definitions of historic properties [36 CFR 800.16(l) and 36 CFR 60.3], defined as districts, sites, buildings, structures, and objects through government-to-government consultation throughout the life of this Agreement.

C. Communication between BLM-Arizona and Tribes will follow the standards outlined in Stipulations X and XI.

D. Points of Contact

1. The BLM-Arizona Point of Contact for government-to-government communication correspondence relating to this Agreement will be the Agency Official or their designee.

2. The elected Tribal officials of federally recognized Tribes shall be the official point of contact for government-to-government communication. A representative(s), in addition to the elected Tribal official, may be designated by the Tribal government to represent the Tribe for purposes of coordination.

# Curation

The BLM-Arizona will avoid historic properties to the maximum extent possible. Any archaeological materials and records which result from activities undertaken as part of this Agreement or the associated Undertaking(s) will be curated in accordance with federal laws and regulations, including 36 CFR 79. These materials and records will be curated in repositories that meet these federal standards and do not violate federal laws or regulations.

# Post-Review Discoveries

A post-review discovery under this Agreement is defined as the identification of previously unknown historic property(ies) or an unanticipated effect on an historic property following completion of the Section 106 review process for individual Undertakings.

If cultural resources are encountered after the Section 106 review process has been completed for an Undertaking covered by this Agreement, BLM-Arizona will halt the activity within a 100 foot radius of the discovery location, secure the location against further disturbance, notify the appropriate SHPO, and arrange for a qualified professional to inspect the location of the discovery within twenty-four (24) hours.

## If the discovery is determined to be an Isolated Occurrence (IO), as defined in Appendix A, the Agency Official shall recommend an appropriate course of action depending upon the nature, context, and location of the IO. The Agency Official may consult informally with the appropriate SHPO, in developing the recommendation.

## If the discovery meets the definition of an archaeological site, as defined in Appendix A, inspection should focus on identifying the site’s nature, age, extent, condition, and NRHP eligibility. Following inspection, the Agency Official will have an inspection summary report prepared and electronically sent to the appropriate SHPO(s) and, when warranted, to any Tribe that might attach religious and cultural significance to the discovery. The summary report should include a recommendation as to NRHP eligibility, a proposal for resolving any adverse effect in accordance with 36 CFR 800.13(b)(3), and a timeframe for resolution of any adverse effect. The reviewing parties will have seven (7) days to respond and provide comment on the report and BLM-Arizona recommendations.

## When there is concurrence among the parties notified of the discovery and the BLM-Arizona that the discovery is not NRHP eligible, the Agency Official will document the decision and the Undertaking will resume.

## When there is concurrence among the parties notified of the discovery and the BLM-Arizona that the discovery is NRHP eligible, the BLM-Arizona will carry out its proposed actions to resolve any adverse effect on the property. Following completion of the actions to resolve adverse effect, a report will be prepared on the action and submitted to the appropriate SHPO(s) and CPU.

## When there is dispute regarding the NRHP eligibility, the BLM-Arizona will follow the procedures outlined in Stipulation VI.B.3.

## If the post-review discovery includes human remains, the BLM-Arizona will follow the procedures outlined in Stipulation XVI.

# Treatment of Human Remains and/or Related Cultural Items

Due to the nature of the undertaking, there is low potential for inadvertent discoveries of human remains within the Undertaking APE. If, however, human remains or NAGPRA Objects are discovered, the BLM-Arizona Field Office Manager will be notified immediately by telephone with written confirmation following within 24 hours [43 CFR 10.4(a)]. BLM-Arizona will take steps to ensure no additional disturbance will take place and all work will cease immediately within a 100-foot radius of the discovery. The 100-foot radius will be secured and all personnel and equipment will be excluded from the area to the extent practicable and permitted by law until a determination is made regarding the next action. All human remains and NAGPRA objects will be treated with dignity and respect.

A. The BLM-Arizona will be responsible for determining if the human remains are Native American. Discoveries of human remains on federal lands determined to be Native American and any associated funerary objects shall be treated in accordance with the provisions of NAGPRA and its implementing regulations at 43 CFR 10.

1. Pursuant to 43 CFR 10.4(d), no later than three (3) working days after receipt of written confirmation of notification of a discovery of human remains, the BLM-Arizona, will:

a. Certify receipt of the notification [43 CFR 10.4(d)(1)(i)];

b. Take immediate steps to further secure and protect the human remains and associated objects [43 CFR 10.4(d)(1)(ii)];

c. Notify any lineal descendants or culturally affiliated Tribes by telephone followed by written confirmation [43 CFR 10.4(d)(1)(iii)];

d. Initiate consultation on the inadvertent discovery pursuant to 43 CFR 10.5 [43 CFR 10.4(d)(1)(iv)];

e. If any part of the discovery must be excavated or removed, follow the requirements and procedures outlined in 43 CFR 10.3(b) [43 CFR 10.4(d)(1)(v)]; and

f. Ensure that disposition of all inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony is carried out following 43 CFR 10.5 [43 CFR 10.4(d)(1)(vi)].

B. Once it has been determined the remains are not recent and could be adversely affected by the proposed work, the BLM-Arizona will re-design the proposed activity to the extent practicable and permitted by law to avoid any further adverse effect to the discovery.

C. Pursuant to 43 CFR 10.4(d)(2), the activity that resulted in the inadvertent discovery may resume thirty (30) days after the BLM-Arizona certifies receipt of the written confirmation of notification of inadvertent discovery, if the resumption of the activity is otherwise lawful. The activity may also resume, if otherwise lawful, at any time that a written, binding agreement is executed between the federal agency and the affiliated Tribe(s) that adopt a plan for the treatment of the human remains and/or NAGPRA objects following 43 CFR10.3 (b)(1).

# Annual Report

Every year following the execution of this Agreement, until it expires or is terminated, the BLM-Arizona shall prepare a summary annual report of work undertaken pursuant to this Agreement. Annual reports shall summarize activities completed during the year, and include any documentation required under the Stipulations of this Agreement. The annual reports shall include discuss any problems encountered, identify any disputes and objections, and outline a schedule of planned activities for the coming year. The BLM-Arizona will prepare this report within one (1) month of the anniversary of the effective date of this Agreement and will distribute the annual reports to the Signatories and Concurring Parties to this Agreement. The BLM-Arizona will post all annual reports associated with this Agreement to the BLM-Arizona Travel Management webpage

# Dispute Resolution

If at any time during implementation of this Agreement, any Consulting Party or CPU objects to any action or failure to act pursuant to this Agreement, they may object, in writing, to the BLM-Arizona. The BLM-Arizona will notify Consulting Parties and consult to resolve the objection, if feasible.

* 1. If the objection cannot be resolved within thirty (30) days, or other period to which the Signatories agree, the BLM-Arizona will:
     1. Forward all documentation relevant to the dispute, including BLM-Arizona’s proposed resolution, to the ACHP and request comment, with copies to the Consulting Parties. The ACHP shall provide the BLM-Arizona with comments on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the BLM-Arizona shall prepare a written response that takes into account any timely comments regarding the dispute from the Consulting Parties, and provide them with a copy of this written response. The BLM-Arizona will then proceed according to its final decision.
     2. If the ACHP does not provide its comments regarding the dispute within the thirty (30) calendar day period, the BLM-Arizona may make a final decision on the dispute based on timely comments it has received from the Consulting Parties, notify those Parties, and proceed accordingly.
  2. The BLM-Arizona’s responsibilities to carry out actions under this Agreement, which are not a subject of the specific dispute, will remain unaffected during the dispute resolution process outlined in this Stipulation.

# Amendment

Any Consulting Party can request the Agreement be amended by submitting a request, in writing, to the State Director, BLM-Arizona. The written request must include the reason for the request, any supporting documentation, and the language of the proposed amendment. Upon receipt of a request for amendment, the BLM-Arizona will consult with the Signatories and Consulting Parties following the procedures outlined in Stipulation IX Consultation. Following completion of consultation, the BLM-Arizona will render a final determination as to whether to amend this Agreement. Any resultant amendment to this Agreement will be effective on the date a copy of the amended Agreement is signed by all Signatories.

# Termination

Any Signatory to this Agreement who determines that the terms are not being or cannot be met, will immediately consult with the other Signatories and attempt to develop an Amendment per Stipulation XVII above. If the Signatories cannot find resolution within the Amendment Stipulation within ninety (90) days, any Signatory may terminate this Agreement upon written notification to the other Signatories. During the 90-day notice period, the BLM-Arizona will seek comments on the proposed termination from the Consulting Parties.

In the event this Agreement is terminated, the BLM-Arizona will comply with 36 CFR 800.3 through 800.7 with regard to individual Undertakings covered by this Agreement.

# Duration

Following its execution, unless terminated pursuant to Stipulation XVIII, this Agreement will expire after ten (10) years or the date on which all Signatories concur in writing that the stipulations in this Agreement have been fulfilled.

At least one (1) year prior to the expiration date, the BLM-Arizona will inform the Signatories and consult to determine if the Agreement should be allowed to expire or whether it should be extended. If the Signatories determine an extension of this Agreement is warranted, they will further consult to determine if this Agreement remains satisfactory or if its terms need to be up-dated.

If there is consensus that the Agreement be updated, BLM-Arizona will revise the Agreement as needed pursuant to Stipulation XVII and consult with Signatories and Concurring Parties on the proposed changes.

The updated Agreement amendment will be signed and executed by all Signatories prior to the expiration date. BLM-Arizona will ensure that copies of the executed amendment are provided to the Consulting Parties.

# Anti-Deficiency Act

BLM-Arizona’s obligations under this Agreement are subject to the availability of appropriated funds, and the stipulations of this Agreement are subject to the provision of the Anti-Deficiency Act (ADA), 31 USC 1341. The BLM-Arizona shall make reasonable and good faith efforts to secure the necessary funds to implement this Agreement in its entirety. If compliance with the ADA alters or impairs the BLM-Arizona’s ability to implement the stipulations of this Agreement, the BLM-Arizona will consult in accordance with the amendment and termination procedures found at Stipulations XVII and XVII of this Agreement.

# Effective Date

This Agreement will take effect on the date it has been executed by the Signatories and filed with the ACHP. The Agreement and any amendments thereto shall be signed in the following order: (1) the BLM-Arizona, (2) the AZ-SHPO, (3) the CA-SHPO, and (4) the ACHP.

**EXECUTION** of this Agreement by the BLM-Arizona, AZ-SHPO, CA-SHPO, and the ACHP, and subsequent implementation of its terms, shall evidence that the BLM-Arizona has taken into account the effects of each Undertaking on historic properties and that the BLM-Arizona has afforded the ACHP an opportunity to comment.

# SIGNATORIES

**CONCURRING PARTY**

**PROGRAMMATIC AGREEMENT**

**AMONG**

**THE ARIZONA BUREAU OF LAND MANAGEMENT (BLM-ARIZONA),**

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**

**THE ARIZONA STATE HISTORIC PRESERVATION OFFICER, AND**

**THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

**REGARDING**

**BLM-ARIZONA TRAVEL MANAGEMENT PLANS (TMPs)**

**IN ARIZONA AND PORTIONS OF CALIFORNIA**

BUREAU OF LAND MANAGEMENT – ARIZONA STATE OFFICE

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Raymond Sauzo

Title: State Director

Date:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

ARIZONA STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

CALIF0RNIA STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

**SIGNATURE PAGE**

**CONCURRING PARTY**

**PROGRAMMATIC AGREEMENT**

**AMONG**

**THE ARIZONA BUREAU OF LAND MANAGEMENT (BLM-ARIZONA),**

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**

**THE ARIZONA STATE HISTORIC PRESERVATION OFFICER, AND**

**THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

**REGARDING**

**BLM-ARIZONA TRAVEL MANAGEMENT PLANS (TMPs)**

**IN ARIZONA AND PORTIONS OF CALIFORNIA**

<Tribe>

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE PAGE**

**CONCURRING PARTY**

**PROGRAMMATIC AGREEMENT**

**AMONG**

**THE ARIZONA BUREAU OF LAND MANAGEMENT (BLM-ARIZONA),**

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**

**THE ARIZONA STATE HISTORIC PRESERVATION OFFICER, AND**

**THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

**REGARDING**

**BLM-ARIZONA TRAVEL MANAGEMENT PLANS (TMPs)**

**IN ARIZONA AND PORTIONS OF CALIFORNIA**

<Organization or Federal Agency>

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix A: Acronyms, Abbreviations, and Definitions

|  |  |
| --- | --- |
| ACHP | Advisory Council on Historic Preservation |
| Agreement | Programmatic Agreement, with reference to this Programmatic Agreement. |
| APE | Area of Potential Effects |
| ARPA | Archaeological Resources Protection Act |
| AZ-SHPO | Arizona State Historic Preservation Officer |
| BLM | Bureau of Land Management |
| CA-SHPO | California State Historic Preservation Officer |
| CPU | Consulting Parties to the Undertaking |
| IO | Isolated Occurrence(s) |
| NAGPRA | Native American Graves Protection and Repatriation Act |
| NEPA | National Environmental Protection Act |
| NHPA | National Historic Preservation Act |
| NRHP | National Register of Historic Places |
| Fed Reg | Federal Register |
| NAGPRA | Native American Graves Protection and Repatriation Act |
| OHV | Off-Highway Vehicle (OHV) |
| SHPO | State Historic Preservation Office(r) |
| TCP | Traditional Cultural Property |
| TMP | Travel Management Plan |
| TTM | Travel and Transportation Management |

|  |  |
| --- | --- |
| Administrative use | Travel-related access for official use by BLM employees and agency representatives during the course of their duties. Access is for resource management and administrative purposes and my include fire suppression, cadastral surveys, permit compliance, law enforcement, and resource monitoring or other access needed to administer BLM-managed lands or uses. (See MS-1626 Travel and Transportation Management Manual: 7-1.) |
| Adverse effect. | Alteration of the characteristics of a cultural property that may qualify it for the National Register, thereby reducing or eliminating the resource's use potential, diminishing its integrity, or disqualifying it from Register eligibility. Determination of adverse effect to cultural properties is guided by criteria in the Advisory Council on Historic Preservation’s regulations, 36 CFR Part 800. |
| Agreement | Refers to this Programmatic Agreement which has been developed to consider adverse effects to historic properties and phased identification and evaluation efforts for Travel and Transportation Management Planning in Arizona and those portions of California administered by Arizona BLM field and district offices. |
| Annual report | A summary, in writing, submitted on an annual basis to the Signatories and Concurring Parties to this Agreement for review and comment. The report summarizes the activities of the Agreement per fiscal year and provides documentation required under the Agreement. |
| Archaeological site | The material remains of past human life or activities in history or prehistory, which are of archaeological interest including, but not be limited to pottery, basketry, bottles, weapons, projectiles, tools, structures or portion of structures, pit houses, pueblos, room blocks, roads, trails, rock paintings, rock carvings, intaglios, graves, human skeletal materials, or any portion or piece of any of the forgoing items that are of human design, manufacture, possession or use.  The minimum criteria for defining an archaeological site are that the site should contain the remains of past human activity that are at least 50 years old and should consist of one or more of the following:  1. At least thirty (30) artifacts of a single class (e.g. 30 sherds, 30 tin cans) within an area fifty (50) feet in diameter, except where all pieces appear to originate from an single source (e.g., one ceramic pot, one glass bottle.  2. At least 20 artifacts which include at least two (2) classes of artifacts types (e.g., sherds, nails, glass) within a fifty (50) feet radius in diameter.  3. One or more archaeological features in temporal association with any number of artifacts.  4. Two or more temporally associated archaeological features without artifacts. |
| Area of Potential Effect (APE) | The APE is defined as the geographic area or areas within which the undertaking may directly or indirectly cause alterations in the character or use of historic properties per 36 CFR 800.16(d). The APE is influenced by the scale and nature of an undertaking and includes those areas which could be affected by an undertaking prior to, during, and after ground disturbing activities. |
| Comprehensive Inventory of Existing Data and Literature | A professionally prepared study that includes a compilation and analysis of all reasonably available cultural resource data and literature and a management-focused, interpretive and narrative overview, and synthesis of the data. |
| Class II Survey | Class II survey is a professionally conducted sampling of an area designed to aid in characterizing the probable density, diversity and distribution of historic properties in an area. It can be used to develop and test predictive models and answer certain kinds of research questions by examining a sample (less than 100 percent) of a target area. |
| Class III Survey. | A professionally conducted, thorough, pedestrian survey of an entire target area, intended to locate and record all historic properties |
| Closed | A route designation meaning motorized vehicle travel is prohibited in the area. Access by means other than motorized vehicle, such and mechanized or non-motorized use, is permitted. Areas are designated closed if closure to all vehicular use is necessary to protect resources, promote visitor safety, or reduce use conflicts (See 43 CFR 8340.0-5(h) and MS-1626 Travel and Transportation Management, Section .09 Glossary). |
| Concurring Parties: | Refers to the parties with a demonstrated interest in the Agreement and who have been asked to sign the Agreement, but are not legally or financially responsible for the completion of the Stipulations and do not have the rights to terminate the Agreement and whose refusal to sign the Agreement does not invalidate the Agreement. |
| Consulting Parties: | Any party who has consultative roles in the Section 106 process in relationship to this Agreement, including the Advisory Council on Historic Preservation (ACHP), the appropriate State Historic Preservation Offices (AZ-SHPO and CA-SHPO), Tribes, federal, state and local land management and governmental agencies and any party with a demonstrated legal or economic relationship or concern and Concurring Parties. |
| Consulting Parties to the Undertaking (CPU) | Any party, identified by the Agency Official during the initiation of each individual Undertaking covered by this Agreement (Stipulation III), who has a consultative role in the Section 106 process for that Undertaking. These include the appropriate State Historic Preservation Offices (AZ SHPO and/or CA SHPO), Tribes, federal, state, and local land management and governmental agencies and any party with a demonstrated legal or economic relationship or concern regarding the individual Undertaking. |
| Cultural resource | A cultural resource is an object or definite location of human activity, occupation, use, or significance identifiable through field inventory, historical documentation, or oral evidence. Cultural resources are prehistoric, historic, archaeological, or architectural sites, structures, buildings, places, or objects and locations of traditional cultural or religious importance to specified social and/or cultural groups. Cultural resources include the entire spectrum of objects and places, from artifacts to cultural landscapes, without regard to eligibility for inclusion on the National Register of Historic Places (NRHP). |
| Day | Day under this Agreement refers to calendar day |
| Designation | The route designation is one of several decisions required to govern travel and transportation comprehensively. The BLM designates routes as open, limited or closed, and the designation must be included in all route-specific decisions and recorded on the national ground transportation linear feature dataset(s). Definitions and the designation criteria used in this decision-making process stem from those provided for OHV areas in 43 CFR 8430.0-5(f), (g), and (h) and in accordance with 43 CFR 8342.2. |
| Determination of eligibility | A determination of eligibility is a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the property is not formally listed in the National Register. A determination of eligibility does not make the property eligible for such benefits as grants, loans, or tax incentives that have listing on the National Register as a prerequisite [36 CFR 60.3(c)]. |
| Effect | An effect is an alternation to the characteristics of a historic property qualifying it for inclusion in or eligible for the NRHP. Determination of effect to cultural properties is guided by criteria in the regulations of the Advisory Council, 36 CFR Part 800. |
| Field inspection | Field inspections, sometime called site visits, are used to investigate specific cultural resource locations and gather data to verify the existing condition of the resource, identify/document the effects of current use on the resource, or confirm existing information and site data. |
| Historic property(ies) | Properties (cultural resources) that are included in, or eligible for inclusion in, the NRHP maintained by the Secretary of the Interior and per the NRHP eligibility criteria at 36 C.F.R.60.4. These may include any prehistoric or historic district, site, building, structure, traditional cultural property or object. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe that meet the NRHP criteria. The term “eligible for inclusion on the NRHP” refers both to properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other properties that meet the NRHP criteria. |
| Human remains | The physical remains of a human body. |
| Identification | The general term for the component of BLM's cultural resource management program that includes locating, recording, and determining the legal, scientific, public, and conservation values of cultural resources, i.e. giving cultural resources a management identity. See Stipulation IV, above. |
| Inventory | A term used to refer to both a record of cultural resources known to occur within a defined geographic area and the methods used in developing the record. Depending on intended applications for the data, inventories may be based on (a) compilation and synthesis of previously recorded cultural resource data from archival, library, and other indirect sources; (b) systematic examinations (survey) of the ground surface and natural exposures of subsurface deposits for indications of past human activity as represented by artificial modifications of the land and/or the presence of artifacts; and (c) the use of interviews and related means of locating and describing previously unrecorded or incompletely documented cultural resources, including those that may not be identifiable through physical examination. |
| Inventory of existing data and literature | A professionally prepared study that includes a compilation, an analysis of the reasonably available cultural resource data and literature, and a management focused, interpretive, narrative overview. |
| Isolated Occurrence (OI) | A single artifact or feature occurring by itself and not associated with an archaeological site. |
| Keeper of the National Register of Historic Places (The Keeper) | The Keeper is the individual who has been delegated the authority by NPS to list properties and determine their eligibility for the National Register. The Keeper may further delegate this authority as he or she deems appropriate. |
| Limited | Travel within specified areas and/or on designated routes (roads, primitive roads, or trails) is restricted at certain times, in certain areas, and/or to certain vehicular use. These restrictions may be of any categories: numbers of vehicles; types of vehicles; time of season of vehicle use; permitted or licensed use only, and other restrictions. (See MS-1626 Travel and Transportation Management, Section .09 Glossary; derived from 43 CFR 8340.0-5(g).) |
| Mitigation | Measures intended to lessen the severity of a potential adverse effect by application of appropriate protection measures, such as the recovery of archaeological data from sites, or other means. |
| National Programmatic Agreement | Agreement among the BLM, ACHP, and National Conference of State Historic Preservation Officers which defines how the BLM plans for and manages cultural resources under its jurisdiction in accordance with the spirit and intent of Section 106 of the NHPA, consistent with 36 CFR. 800, and consistent with its other responsibilities for land-use planning and resource management under FLPMA, NEPA, other statutory authorities, and executive orders and policies. |
| Official use | Use by an employee, agent, or designated representative of the Federal Government or one of its contractors, in the course of their employment, agency, or representation. |
| Off-Highway Vehicle (OHV) | Synonymous with Off-Road Vehicle (ORV). Any motorized vehicle capable of, or designed for, travel on or immediately over land, water, or other natural terrain, excluding:  1. Any non-amphibious registered motorboat;  2. Any military, fire, emergency, or law enforcement vehicle while being used for emergency purposes;  3. Any vehicle whose use is expressly authorized by the authorized officer, or otherwise officially approved;  4. Vehicles in official use; and  5. Any combat or combat support vehicles when used in time of national defense emergencies (as defined in 43 CFR 8340.0-5(a) and BLM MS-1626 Travel and Transportation Management Manual: 7-2). |
| Open | Travel is permitted where there are no special restrictions or no compelling resource protection needs, user conflicts, or public safety issues to warrant limiting the time or season of use, the type of OHV, or the type of OHV user. (See BLM MS-1626 Travel and Transportation Management Manual; 7-3, derived from 43 CFR 8340.0-5).). |
| Predictive model | Predictive modeling is an application of basic sampling techniques that projects or extrapolate the number, classes, distribution, and frequencies of properties. Predictive models can be used in land-use planning, during the early stages of planning for an undertaking, for targeting field survey, or other management purpose. |
| Primitive road | A linear route managed for use by four-wheel-drive or high-clearance vehicles. These routes do not customarily meet any BLM road design standards. Unless specifically prohibited, primitive roads can also include other uses such as hiking, biking, and horseback riding. See also route, road, and trail in this Appendix. |
| Public lands | Any land and interest in land owned by the United States administered by the Secretary of the Interior through the Bureau of Land Management, without regard to how the United States acquired ownership, except:1. lands located on the Outer Continental Shelf and 2. lands held for the benefit of Indians Aleuts, and Eskimos. (43 USC §1702.e) |
| Reconnaissance or judgmental survey | A reconnaissance survey is a focused or special-purpose information tool that is less systematic, less intensive, less complete, or otherwise does not meet class III inventory standards. While portions of an area investigated by reconnaissance survey may have been covered to standards, an area surveyed only by reconnaissance methods cannot be considered to be "inventoried" and may be subject to resurvey for other purposes |
| Road | A linear route declared a road by the owner, managed for use by low-clearance vehicles having four or more wheels and maintained for regular and continuous use. See also primitive road, route, and trail in this Appendix. |
| Route | The component parts of a transportation system are described as routes. Any transportation linear feature, including roads, primitive roads, and trails, that represent less than 100 percent of the BLM transportation system can be referenced as routes. |
| Route designation | See Designation above. |
| Signatory | Parties who have legal or financial responsibilities for completion of the stipulations of this Agreement. The Signatories have sole authority to execute this Agreement, and together with Invited Signatories, to amend or terminate the Agreement. |
| Site | A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archeological value regardless of the value of any existing structure [36 CFR 60.3(l)]. See also archaeological site above. |
| State Protocol | For Arizona: State Protocol Agreement Between The Bureau of Land Management-Arizona and the Arizona State Historic Preservation Office Regarding the Manner in Which The Bureau of Land Management, Arizona Will Meet its Responsibilities Under the National Historic Preservation Act and the National Programmatic Agreement Among the Bureau of Land Management, The Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers (December 2014) or its most recent successor document.  For California: State Protocol Agreement Between 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 (Revised 2014) or its most recent successor document. |
| Traditional Cultural Property/Place (TCP) | A traditional cultural property is defined generally as a property that is important to a living group or community because of its association with cultural practices or beliefs that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community. It is a place, such as a traditional gathering area, prayer site, or sacred/ceremonial location that may figure in important community traditions. These places may or may not contain features, artifacts, or physical evidence, and are usually identified through consultation. A traditional cultural property may be eligible for inclusion in the NRHP. |
| Travel lane | A travel lane is a lane for movement of vehicles traveling from one destination to another, including the shoulders/ |
| Travel Management Plan (TMP) | The document that describes the decisions related to the selection and management of the transportation network. This document can be an appendix to a Resource Management Plan (RMP), incorporated in an activity implementation plan (such as a Recreation Implementation Plan), or a stand-alone document after development of the RMP. |
| Travel Management Area (TMA) | The TMAs are polygons or delineated areas where travel management (either motorized or non-motorized) needs are a particular focus. These areas may be designated as open, closed, or limited to motorized use and will typically have an identified or designated network of roads, trails, ways, and other routes that provide for public access and travel across the planning area. All designated travel routes within TMAs should have a clearly identified need and purpose as well as clearly defined activity types, modes of travel, and seasons or times for allowable access or other limitations. |
| Travel and Transportation Management (TTM) | A comprehensive approach to on-the-ground management and administration of travel and transportation networks of roads, primitive roads and trails. TTM consists of implementation of travel and transportation planning decisions, route inventory and mapping, signing area and route designations, education and interpretation, law enforcement, easement acquisition, monitoring activities, and other measures necessary for providing access to and across public lands for a wide variety of uses (including recreational, traditional, authorized, commercial, educational, and for other travel and transportation purposes), as well as all forms of motorized and non-motorized access or use, such as foot, pack stock or animal-assisted travel, mountain bike, off-highway vehicle, and other forms of transportation. |
| Tribe(s) | The federally recognized Indian tribes that the BLM is consulting with on this Agreement and the Undertakings covered by this Agreement. |
| Undertaking: | Collectively refers to all projects, activities, or programs funded in whole or in part under the direct or indirect jurisdiction of the BLM, including those carried out by or on behalf of the federal agency; those carried out by federal financial assistance; and those requiring a federal permit, license, or approval. |
| Visible horizon | The circle around the observer where the earth and sky appear to meet. The true horizon can be obscured by trees, buildings, mountains, etc., and the resulting intersection of earth and sky is called the visible horizon.  https://upload.wikimedia.org/wikipedia/commons/thumb/7/7c/Horizons.svg/300px-Horizons.svg.png |
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# Appendix B

The preferred strategy for resolving adverse effects is avoidance of a historic property (ies) (see Stipulation VII.B). If avoidance is imprudent or infeasible, the BLM-Arizona may chose, pursuant to Stipulation VIII.A, to implement standard measures for resolution of adverse effects to minimize or mitigate the potential adverse effect.

The standard measures for resolution of adverse effect include:

1. Stabilization Methods. Structural and material stabilization methods to retard the deterioration of cultural resources, including, but not limited to: plating or burial of cultural resources and installation of on-site erosion control methods (e.g. recontouring the site surface to promote better drainage, backfilling illegal excavation areas, and installation of erosion control blankets).

2. Detailed Recording. Documentation of a resource without substantial modification of the resource. These recording techniques may include: measured and scale drawings; photogrammetry; aerial, alternative light-source, and standard photography; and geophysical survey methodologies (magnetometry, electrical resistivity, ground-penetrating radar, and Lidar).

3. Data recovery. The use of archaeological techniques that maximize controlled collection and/or excavation of cultural materials and data analysis.

If the Agency Official decides to propose implementation of any of these standard measures to resolve adverse effect(s) to historic property(ies) within the APEs of an Undertaking, an Historic Preservation Treatment Plan (HPTP) will be developed. The plan will at minimum provide the following:

1. A description of the historic property(ies) affected including a discussion of the recommended NRHP significance, contributing or character-defining features, and applicable criteria for eligibility.

2. A discussion of how the proposed treatment(s) was decided on and addressing how the proposed treatment(s) is cost-effective, realistic, and commensurate with the potential effect and the nature and significance of the resource involved.

3. A map showing the location(s) of the historic property(ies) and/or location(s) of proposed measures to resolve adverse effect(s).

4. A discussion of previous research relating to the historic property(ies) specifically and the property type(s) in general.

5. A research design and research questions appropriate to the type of resource and addressing any Criteria D data sets identified in association with the resource.

6. Description of proposed field and laboratory methodologies, techniques, materials, and/or analyses with an explanation of their relevance to the research questions.

7. In the case of stabilization, this should include a list of the fieldwork tasks to be accomplished (including documentation before, during and after stabilization), methods and materials used, and type of expertise required to complete the proposed treatment.

8. Explanation of the methods proposed for data management and dissemination of the data, including a schedule and proposal for final disposition of the recovered materials and records.

9. Provisions and procedures (Monitoring and Discovery Plan) for evaluating and treating any unanticipated discoveries during the implementation of standard measures in accordance with the Stipulations XV and XVI of this Agreement.

10. Proposed methods for consultation with Tribes and other Consulting Parties to the Undertaking (CPU) to ensure they are kept informed about the implementation of the proposed measures and are allowed opportunity to comment.

11. Completion schedule and with required submissions (deliverables) list and milestones. Required submissions will include, at minimum, a preliminary report of findings and a final treatment report documenting the results of all work accomplished and final completion of the implementation of the HPTP.

Standards and Guidelines

All work undertaken in implementing standard measures to resolve adverse effects will conform to the provisions of Stipulation XI of this Agreement