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**PROGRAMMATIC AGREEMENT  
AMONG  
THE ARIZONA BUREAU OF LAND MANAGEMENT,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER, AND  
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING  
THE BUREAU OF LAND MANAGEMENT'S  
NATIONAL HISTORIC PRESERVATION ACT RESPONSIBILITIES  
FOR TRAVEL MANAGEMENT PLANS  
IN ARIZONA AND PORTIONS OF CALIFORNIA**

**WHEREAS**, the Arizona Bureau of Land Management (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 Bureau of Land Management (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

35 Environmental Protection Act (NEPA), including the construction of new routes, modification or  
36 alteration of existing routes, and route maintenance activities; and

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

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

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

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

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

58 **WHEREAS**, the AZ-SHPO and CA-SHPO are authorized to enter this Agreement in order to  
59 fulfill their roles of advising and assisting federal agencies in carrying out Section 106  
60 responsibilities under the following federal statutes: Sections 101 and 106 of the NHPA, 36 CFR  
61 800.2(c)(i) and 800.6(b), and both are Signatories to this Agreement; and

62 **WHEREAS**, the BLM-Arizona recognizes that the AZ-SHPO and CA-SHPO have executed  
63 Protocols with their respective BLM state offices for Section 106 review and compliance at *State*  
64 *Protocol Agreement between the Bureau of Land Management, Arizona and the Arizona State*  
65 *Historic Preservation Office regarding the manner in which the Bureau of Land Management,*  
66 *Arizona will meet its Responsibilities under the National Historic Preservation Act and the*  
67 *National Programmatic Agreement among the Bureau of Land Management, the Advisory*  
68 *Council on Historic Preservation, and the National Conference of State Historic Preservation*  
69 *Officers* (Arizona Protocol), and *State Protocol Agreement among the California State Director*

70 *of the Bureau of Land Management and the California State Historic Preservation Officer and*  
71 *the Nevada State Historic Preservation Officer regarding the manner in which the Bureau of*  
72 *Land Management will meet its responsibilities under the National Historic Preservation Act*  
73 *and the National Programmatic Agreement among the BLM, the Advisory Council on Historic*  
74 *Preservation, and the National Conference of State Historic Preservation Officers (California*  
75 *Protocol). However, this Agreement shall supersede these State Protocols in respect only to the*  
76 *Undertakings defined above; and*

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

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

102 **WHEREAS**, pursuant to 36 CFR 800.2(c)(2), the BLM-Arizona shall continue to consult with  
103 Tribes throughout the life of this Agreement regarding identification of historic properties,  
104 evaluation efforts, and resolution of adverse effects on historic properties to which Tribes may  
105 attach religious and/or cultural significance; and

106 **WHEREAS**, the BLM-Arizona has notified the following federal and state government

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

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

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

145 **WHEREAS**, the BLM-Arizona identified the following individuals and organizations as having  
146 interests associated with the Undertakings. The BLM-Arizona notified them of its intent to  
147 develop this Agreement and invited them to participate: American Conservation Experience,  
148 American Lands Access Association, American Rock Art Research Association, Anza Trail  
149 Association, Anza Trail Coalition of Arizona, Anza Trail Foundation, Archaeology Southwest,  
150 Arizona Archaeological and Historical Society, Arizona Archaeological Council, Arizona  
151 Archaeological Society, Arizona Conservation Corps, Arizona Mountaineering Club, Arizona  
152 Off-Highway Vehicle Coalition, Arizona Preservation Foundation, Arizona State Association of  
153 4 Wheel Drive Clubs, Arizona Sun Riders, Arizona Trail Association, Arizona Trail Riders,  
154 Back Country Horsemen of Arizona, Bouse Ghost Riders, Bullhead 4 Wheelers, Cerbat Ridge  
155 Runners, Coalition of Arizona Bicyclists, Defenders of Wildlife, Desert Tortoise Council,  
156 Friends of the Arizona Joshua Tree Forest, Havasu 4 Wheelers, Mesa 4 Wheelers, National Trust  
157 for Historic Preservation, The Nature Conservancy, Nomads Motocross & ATV Club, Old  
158 Pueblo Archeology Center, Old Spanish Trail Association, Pima Trails Associations, Rincon  
159 Institute, Sierra Club-Grand Canyon Chapter, Society for American Archaeology, Sonoran  
160 Desert Mountain Cyclists, Sonoran Institute, Tucson Rough Riders, Verde Valley  
161 Archaeological Center, Volunteers for Outdoor Arizona, and The Wilderness Society; and

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

167 **WHEREAS**, henceforth in this Agreement the term “Consulting Parties” is considered to refer  
168 to the Signatories, Tribes, and all other parties invited to participate in the development of this  
169 Agreement. The consulting parties identified during the process of implementation of this  
170 Agreement, following the provisions of Stipulation III, will henceforth be referred to as  
171 “Consulting Parties to the Individual Undertaking” (CPIU).

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

#### 177 **DEFINITIONS**

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

181 **STIPULATIONS**

182 The BLM-Arizona shall ensure that the following stipulations are met and carried out:

183 **I. Applicability**

184 This Agreement applies to the Undertakings associated with all Travel Management  
185 Plans (TMPs) initiated after the execution of this Agreement. It also applies to the  
186 Undertakings associated with the TMPs which have already been initiated, listed in  
187 Appendix B, which remain incomplete at the time the Agreement is executed.

188 **II. Initiation of Section 106 Process**

189 The Agency Official shall be responsible for establishing the Undertaking(s) under this  
190 Agreement. The Agency Official shall ensure the implementation of this Agreement is  
191 coordinated with other regulatory reviews and shall, to the extent feasible, use  
192 information developed under those reviews to meet the requirements of this Agreement.

193 **III. Identification of Consulting Parties to Individual Undertakings (CPIU)**

194 As part of initial planning for the TMPs associated with the Undertaking(s) covered  
195 under this Agreement, the Agency Official shall identify the appropriate Consulting  
196 Parties specific to the Individual Undertakings (CPIU), in accordance with 36 CFR  
197 800.2(c) and 800.3(c-f) and the following:

198 A. The Agency Official shall identify the appropriate SHPO or SHPO(s). When the  
199 Undertaking involves more than one State; the involved SHPOs may agree to  
200 designate a lead SHPO to act on their behalf.

201 B. The Agency Official shall make a reasonable and good faith effort to identify any  
202 Tribes that might attach religious and cultural significance to historic properties  
203 located within the area covered by the Travel Management Plan and invite them to  
204 be consulting parties. Additional Tribes that request, in writing, to be a consulting  
205 party shall be one.

206 C. The Agency Official shall identify other consulting parties to each Undertaking,  
207 including, but not limited to, representatives from local governments, permit or lease  
208 holders, and individuals and organizations with a demonstrated interest in or legal or  
209 economic relationship with the Undertaking or any resources affected by the  
210 Undertaking. For example, Archaeology Southwest shall be invited to participate as  
211 a CPIU associated with TMPs which include, or are located adjacent to, the Priority  
212 Planning Areas that organizations has defined.

213 D. The Agency Official shall seek and consider the views of the public regarding the  
214 Undertaking in a manner that is consistent with the nature and complexity of the  
215 Undertaking and its likely effects on historic properties.

216 E. The Agency Official shall provide invitations to the parties identified as potential  
217 consulting parties and consult with them in accordance with the provisions and  
218 timelines outlined in Stipulations X, XI, and XII of this Agreement unless otherwise  
219 specifically stipulated in this Agreement.

220 **IV. Determining the Area of Potential Effect (APE)**

221 The Agency Official shall, in consultation with CPIU, define the APE based on the  
222 potential of the Undertaking to alter, directly, indirectly, or cumulatively, any of the  
223 characteristics of a historic property that make the property eligible for, or qualify the  
224 property for inclusion in, the National Register of Historic Places (NRHP) in a manner  
225 that would diminish the integrity of the property's location, design, setting, materials,  
226 workmanship, feeling, or association.

227 A. The following shall be used as guidance when defining the APE for Undertakings  
228 under this Agreement:

- 229 1. Direct effect. Direct effects shall be considered to be physical alteration or  
230 destruction which occurs at the same time and place and are a result of the  
231 Undertaking. In travel management planning, the area under consideration  
232 includes not only the specific route(s) subject to designation, but also adjacent  
233 locations where various activities, such as parking, vehicle pull-off, and off-site  
234 camping are authorized. BLM-Arizona State Director has defined this area as  
235 stretching for 100 feet on either side of the center line of the route. When  
236 considering direct effect(s) in definition of the APE, the Agency Official must, at  
237 minimum, include this distance.
- 238 2. Indirect Effect. Consideration for indirect effect shall include visual, audible,  
239 vibratory, and atmospheric elements that could potentially diminish the integrity  
240 of historic properties for which setting, feeling, and/or association are aspects of  
241 such integrity. It should also consider the role traffic pattern changes may play in  
242 increasing unauthorized excavation and vandalism. Indirect effects for  
243 Undertaking(s) covered by this Agreement may vary, but when considering  
244 indirect effect(s) the Agency Official shall, at minimum, include a distance of one  
245 quarter (1/4) of a mile on either side of the centerline of a route under  
246 consideration for designation; unless the provisions of Stipulation IV.B are  
247 applicable.
- 248 3. Cumulative Effect. Consideration of cumulative effects shall include the  
249 reasonably foreseeable additive or interactive effects associated with the  
250 Undertaking. The APE for cumulative effects shall be identical to that for indirect  
251 effects, identified in Stipulation IV.A.2, unless the provisions of Stipulation IV.B  
252 are applicable.

253 B. If the APE(s) includes, or is located immediately adjacent to, traditional cultural

254 properties, properties of religious or cultural significance, National Historic  
255 Landmarks (NHL), National Historic Trails (NHT) or other classes of historic  
256 properties for which setting, feeling, and/or association contribute to eligibility,  
257 additional analysis of the APE shall be required. This analysis shall be conducted on  
258 a case-by-case basis in consultation with the CPIU in accordance with the provisions  
259 and timelines of Stipulations X, XI, and XII.

- 260 C. Modifying the APE. The APE may be modified when additional research,  
261 consultation with the CPIU, or changes to the scope of the Undertaking indicate that  
262 historic properties located outside of boundaries of a previously defined APE shall  
263 be affected directly, indirectly, or cumulatively by the Undertaking. The APE may  
264 be modified through the following steps:
- 265 1. A proposal for modification of the APE shall made by the Agency Official or a  
266 CPIU with written justification for, and graphic illustration of, the proposed APE  
267 modification(s).
  - 268 2. The Agency Official shall communicate the modification proposal(s) to the all  
269 CPIU in accordance with the provisions and timelines of Stipulations X, XI, and  
270 XII.
  - 271 3. Following consultation, the Agency Official shall make a decision on the  
272 proposed modification and notify the CPIU within seven (7) days. The Agency  
273 Official shall proceed with identification and evaluation of historic properties,  
274 assessment of effect, and resolution of adverse effects for the modified APE in  
275 accordance with the processes outlined in Stipulations V through XII.

276 **V. Identification of Historic Properties.**

277 The BLM-Arizona shall make a reasonable and good faith effort to identify historic  
278 properties located within the APE defined for each Undertaking.

- 279 A. At the beginning of the planning process, BLM-Arizona shall, at minimum,  
280 complete a comprehensive review and inventory of existing literature and data  
281 associated with the APE(s) for each Undertaking. The scale of this review should be  
282 commensurate with the size and nature of the Undertaking, but shall, at minimum,  
283 include a review of professional and/or scholarly literature, regional overviews,  
284 appropriate historic contexts, BLM Field Office and other institutional files, historic  
285 records/documents and maps, and searches of appropriate digital databases, such as  
286 AZSITE and CHRIS, likely to contain cultural resource data. As part of this  
287 comprehensive review, the BLM-Arizona shall include consultation with CPIU to  
288 identify areas likely to be of religious and cultural significance. The consultation  
289 with Tribal CPIU may be informal, but all information obtained shall be treated  
290 following the provisions of Stipulation XI.



291 1. BLM-Arizona may use a variety of additional methods to refine their  
 292 understanding of the existing information on the known historic properties within  
 293 the APE(s) and gather additional information on the location, density, condition,  
 294 nature, and probability of encountering of cultural resources, including:  
 295 (a) GIS-based Cultural Resources Sensitivity Map(s).  
 296 BLM-Arizona may develop maps and datasets depicting the potential types,  
 297 and densities of cultural resources throughout the APE(s). The maps may be  
 298 based on information from literature and data review and/or from predictive  
 299 models using multi-variate analysis including data from hydrology, landforms,  
 300 slope, aspect, elevation, ecology, pedology, geology, etc.  
 301 (b) Field Inspections/Site Visits.  
 302 Field inspections may be used to investigate specific cultural resource  
 303 locations and gather data regarding the existing condition(s) of the resource,  
 304 identify/document the effects of current use on the resource, or confirm  
 305 existing information and site data.  
 306 (c) Reconnaissance or Judgmental Surveys.  
 307 Focused or special-purpose survey(s) which may be used to confirm  
 308 information or collect area-specific data. These surveys are less systematic  
 309 and may be used for a variety of purposes including:  
 310 (1) To verify data or adequacy of previous survey/inventory projects;  
 311 (2) To develop recommendations about inventory needs in previously  
 312 unsurveyed areas;  
 313 (3) To verify assumed or suspected conditions that might warrant a waiver of  
 314 more intensive survey;  
 315 (4) To locate architectural or other high-profile historic properties; or  
 316 (5) To address or fill in, special management information needs relating to  
 317 travel management planning.

318 B. The Agency Official shall provide a preliminary report on the identification of  
 319 historic properties efforts completed as part of Stipulation V.A to the CPIU and  
 320 consult regarding the adequacy of the identification efforts. Consultation shall  
 321 follow the provisions and timeline of Stipulation X, XI, and XII.

322 1. If consultation with CPIU determines historic property identification efforts  
 323 completed as part of Stipulation V.A have been adequate, given the nature and  
 324 scope of the particular Undertaking, the preliminary historic property  
 325 identification report shall be finalized and forwarded the CPIU for final review  
 326 and comment. The CPIU shall have thirty (30) days to provide comment on the  
 327 finalized version of the report.

328 2. If consultation CPIU determines that further historic properties identification  
 329 efforts are required, those efforts shall follow provisions of Stipulation V.C.

- 330 C. In cases where the consultation leads to the determination that additional historic  
331 property identification efforts are required, the BLM-Arizona shall undertake these  
332 additional identification efforts subject to the following:
- 333 1. Additional historic properties identification efforts shall be undertaken when:
    - 334 (a) The proposed designation of the route is “open”; and
    - 335 (b) The APE(s) is likely to contain cultural resources and/or historic properties  
336 that have not been adequately identified, evaluated, or assessed; or
    - 337 (c) The APE includes one or more routes that have been identified as significant  
338 historic roads or trails or containing historic constructed road features that  
339 manifest craftsmanship or special engineering considerations (e.g. Civilian  
340 Conservation Corps-era culverts, bridges, or other historic features considered  
341 to be historic properties); or
    - 342 (d) The APE includes routes where primary identification efforts found  
343 insufficient data to assess the potential for the route or area to contain cultural  
344 resources; or
    - 345 (e) The APE includes one or more routes with potential to experience increases in  
346 the volume or type of traffic and these increases have potential to affect  
347 historic properties due to shifting, concentration, or expansion of travel.
  - 348 2. Additional historic properties identification efforts shall not be undertaken when  
349 one or more of the following apply:
    - 350 (a) The proposed designation shall close a route to travel and the methods used  
351 for closure do not involve ground disturbing activity; or
    - 352 (b) The proposed designation of the route will not change existing travel on a  
353 route, provided it can be established that existing traffic is not causing adverse  
354 effect; or
    - 355 (c) The proposed designation of the route substantially decreases travel on a route  
356 in a manner that is unlikely to adversely affect cultural resources; or
    - 357 (d) Class III inventory(ies) to current standards, as defined by the appropriate  
358 SHPO, have been previously performed and records of the location, methods,  
359 and results of that inventory are available; or
    - 360 (e) Previous natural ground disturbance has modified the surface, making the  
361 likelihood of finding historic properties non-existent; or
    - 362 (f) Human activity in the last 50 years can be documented to have changed the  
363 natural topography enough to eradicate historic properties; or
    - 364 (g) Conditions exist which could endanger the health or safety of personnel, such  
365 as the presence of hazardous materials, explosive ordnance, or unstable  
366 structures.
  - 367 3. Additional historic properties identification methods may include, but are not  
368 limited to:

- 369 (a) Class II survey. Class II surveys consist of professionally conducted sample  
370 surveys based on a statistical or predictive model and can be used as a means  
371 to characterize the probable density, diversity and distribution of historic  
372 properties. These surveys can be used to address specific research questions or  
373 to test a sampling strategy. A variety of methods can be used, singly or in  
374 combination, to maximize the reliability of the sampling strategy including,  
375 but not limited to: data on known cultural resources locations; existing  
376 cultural resource sensitivities maps and datasets; cultural landscape data;  
377 geomorphological, soils survey, and ecological data. BLM-Arizona shall use  
378 care in selecting Class II survey strategies and consult with the CPIU, prior to  
379 implementation in the field, to ensure that the sample size and strategy is  
380 adequate to meet the reasonable and good faith effort identification standard  
381 for the Undertaking [36 CFR 800.4(b)(1)] and any other valid concerns.  
382 Consultation on the use of Class II shall follow the provisions and timelines of  
383 Stipulations X, XI, and XII.
- 384 (b) Class III Survey. Class III surveys are designed to identify and record all  
385 cultural resources visible from the surface and from exposed soil profiles  
386 within a target area. They are continuous, intensive, and complete pedestrian  
387 surveys carried out by trained observers walking close interval parallel  
388 transects until the target area has been completely examined. A Class III  
389 survey describes the distribution of historic properties in an area, determines  
390 the number, location and condition of properties, identifies the types of  
391 properties present, and records the physical extent of specific properties.
- 392 (c) Alternative Information-Gathering Technologies. The BLM-Arizona Field  
393 Offices may explore the use of other methodologies to identify historic  
394 properties in the most efficient and cost-effective manner. These may include,  
395 but are not limited to, remote sensing such as aerial photography (including  
396 alternative light source, drone, and satellite imagery) and geophysical survey  
397 technologies (magnetometry, electrical resistivity, ground-penetrating radar,  
398 and Lidar). BLM-Arizona shall consult with the CPIU prior to implementation  
399 of any alternative information-gathering technologies, to ensure any  
400 technologies proposed are sufficient to meet the reasonable and good-faith  
401 effort standard and to address any other valid concerns. Consultation shall  
402 follow the provisions and timelines outlined in Stipulations X, XI, and XII.
- 403 4. The results of additional historic properties identification efforts shall be  
404 summarized in a preliminary report which shall be forwarded to the CPIU.  
405 Consultation concerning the report shall conform to the provisions and timelines  
406 outlined in Stipulations X, XI, and XII. Following consultation, the report shall be  
407 finalized.

408 **VI. Evaluation of Historic Properties**

409 To the maximum extent possible, all cultural resources identified within an APE  
410 identified as part of an Undertaking covered by this Agreement shall be evaluated using  
411 the National Register Criteria for Evaluation [36 CFR Part 60.4], BLM Manual 8110  
412 *Identifying and Evaluating Cultural Resources*, BLM Manual 8140 *Protecting Cultural*  
413 *Resources*, the *Secretary of Interior's Standards and Guidelines for Archaeology and*  
414 *Historic Preservation* [48 Fed. Reg. 447816], and National Register Bulletins 15 and 38.

415 A. The BLM-Arizona acknowledges that Tribes possess significant and special expertise  
416 to contribute to the evaluation of potential NRHP eligibility of cultural resources that  
417 may have religious and cultural significance to Tribes. In evaluating the potential  
418 NRHP eligibility of cultural resources, the Agency Official shall make a reasonable  
419 and good faith effort to consult with any affected Tribe and insure any determinations  
420 reflect the information obtained during that consultation. Consultation shall follow  
421 the provisions and timelines outlined in Stipulations X, XI, and XII.

422 B. Following the consultation defined in Stipulation VI.A, the Agency Official shall  
423 forward NRHP eligibility determinations to the appropriate SHPO(s) along with any  
424 comments received during consultation. The SHPO(s) shall have thirty (30) days to  
425 comment.

426 1. If the SHPO(s) and the BLM-Arizona agree the cultural resource is not eligible  
427 for listing, the property shall be considered not eligible for the NRHP for the  
428 purposes of complying with Section 106 of the NHPA and no further review or  
429 consideration under this Agreement is required.

430 2. If the BLM-Arizona determines any of the NRHP criteria are met and the  
431 appropriate SHPO(s) agree, the property shall be considered eligible for the  
432 NRHP for the purposes of this Agreement.

433 3. If the BLM-Arizona and the SHPO(s) do not agree on the eligibility  
434 determination, or if the ACHP requests, the BLM-Arizona shall request a  
435 determination of eligibility from the Keeper of the NRHP pursuant to 36 CFR  
436 800.4(c)(2) and 36 CFR 63. The Keeper's decision is final.

437 C. Any cultural resources subject to potential direct, indirect, or cumulative effect(s)  
438 from the Undertaking which remain unevaluated following completion of the  
439 historic properties identification efforts, shall be treated as eligible for the NRHP for  
440 the purposes of this Agreement.

441 **VII. Assessment of Effect**

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

445 A. No historic properties affected. The Undertaking shall be considered to have “no  
446 historic properties affected” if the Agency Official determines that either there are  
447 no historic properties located within the APE or the characteristics which made the  
448 identified historic properties eligible for the NRHP shall not be affected by the  
449 Undertaking. The Agency Official shall document the finding, following the  
450 standards outlined in 36 CFR 800.11(d), and provide copies to the CPIU and make  
451 copies available for public inspection. Consultation on the proposed finding shall  
452 follow the provisions and timelines outlined in Stipulation X, XI, and XII.  
453 Following completion of consultation, the Undertaking may then proceed.

454 B. Finding of No Adverse Effect.

455 For undertakings where BLM-Arizona identifies historic properties which may be  
456 affected, the Agency Official, in consultation with the CPIU, shall apply the criteria  
457 of adverse effect [36 CFR 800.5(a)(1)]. The steps for reaching a finding of No  
458 Adverse Effect are outlined below.

459 1. No Adverse Effect due to conditions imposed upon the Undertaking.

460 A finding of No Adverse Effect can be reached when the Undertaking is altered or  
461 conditions are imposed which allow avoidance of the historic property(ies) using  
462 either administrative or physical protective measures. BLM-Arizona policy  
463 encourages avoidance to the maximum extent possible and the Agency Official  
464 shall avoid historic properties if it is reasonable and feasible to do so.

465 (a) Avoidance is typically achieved through the following measures:

- 466 (1) Route designation to close, limit, or decrease existing travel. For example:  
467 restricting location of travel within the road (e.g. closing a route to  
468 discourage access to an historic property, restricting vehicles to the lane of  
469 travel and/or prohibiting travel outside of the shoulder of a road, limiting  
470 vehicle type, and restricting time or season of travel);
- 471 (2) Redirecting/relocating routes to avoid historic properties, where the  
472 relocated route has been adequately documented to current standards to  
473 contain no historic properties;
- 474 (3) Installation of signage, fencing, and barricades outside of the boundaries  
475 of the historic property;
- 476 (4) Installation of stabilization measures (plating or burial of the resource or  
477 installation of off-site erosion abatement measures); provided those  
478 measures are outside of the boundaries of the historic property are fully  
479 reversible, of documented efficacy, and located in areas which have been  
480 adequately documented to current standards and contain no additional  
481 historic properties;
- 482 (5) Removal of unauthorized, man-made, non-contributing, or intrusive  
483 attractants at an historic property; and/or

- 484 (6) Monitoring/patrolling of historic properties for prevention and  
485 enforcement.
- 486 (b) When the Agency Official proposes a finding of no adverse effect due to  
487 conditions imposed, he shall notify the CPIU and provide the documentation  
488 as required in 36 CFR 800.11(e) and include:
- 489 (1) Adequate information to delineate the boundary of the historic property in  
490 relation to the impact of the Undertaking, to identify contributing features  
491 of the site, and demonstrate the efficacy of the conditions being imposed.
- 492 (2) A plan detailing the proposed protective measure(s) to avoid adverse  
493 effects, an explanation of why they were chosen, and a timeline for  
494 completion of the measures.
- 495 2. No Adverse Effect.
- 496 When the Criteria of Adverse Effect [36 CFR 800.5(a)(1)] are not met, the  
497 Agency Official shall propose a finding of No Adverse Effect. The Agency  
498 Official shall document the finding, as defined in 36 CFR 800.11(e) and provide  
499 copies to CPIU.
- 500 3. Consultation on findings of No Adverse Effect.
- 501 Following receipt of a finding of No Adverse Effect or No Adverse Effect with  
502 conditions imposed, the CPIU shall have forty-five (45) days to comment or  
503 object.
- 504 (a) Agreement with, or no objection to, the finding.
- 505 If, following completion of the forty-five (45) day review period, the  
506 appropriate SHPO(s) agree that a Finding of No Adverse Effect or a finding of  
507 No Adverse Effect with protective measures imposed is appropriate and there  
508 is no objection, the Agency Official may then carry out the Undertaking in  
509 accordance with 36 CFR 800.5(d)(1).
- 510 (b) Disagreement with any finding of No Adverse Effect.
- 511 If within the forty-five (45) day review period, the appropriate SHPO(s) or  
512 CPIU, notify the Agency Official, in writing of an objection to the finding or  
513 any portion of the measures proposed and provides the reasons for its  
514 objection, the Agency Official shall either consult with the objecting party to  
515 resolve the disagreement or request the ACHP review the disagreement or  
516 finding. ACHP review any finding No Adverse Effect under this Agreement,  
517 pursuant to 36 CFR 800.5(c)(2)(ii) or (iii), shall follow the provisions of 36  
518 CFR 800.5(c)(3).
- 519 C. Adverse Effect. If Agency Official finds that the criteria of adverse effect as defined  
520 in 36 CFR 800.5(a)(1) are met, the Agency Official shall document that finding of  
521 adverse effect and proceed with consultation to resolve the adverse effect, as defined  
522 in Stipulation VIII.

523 **VIII. Resolution of Adverse Effect**

524 The resolution of any adverse effect on historic properties from the Undertakings covered  
525 by this Agreement shall be through the use of Standard Measures or development of a  
526 Memorandum of Agreement (MOA).

527 A. Resolution of Adverse Effect Using Standard Measures.

528 BLM-Arizona may seek to resolve adverse effects to certain types of historic  
529 properties by following the processes outlined in Appendix C (Standard Measures for  
530 Resolving Adverse Effects) as an alternative to preparing an MOA.

531 1. The Agency Official shall develop a proposal to utilize standard measure(s) for  
532 resolving adverse effects and request comments from the CPIU. In making this  
533 request, the Agency Official shall provide the following documentation:

534 (a) Description of the undertaking, the APE, including drawings, photographs,  
535 and maps.

536 (b) Description the steps taken to identify historic properties.

537 (c) Description of the affected historic properties and the effect(s) from the  
538 Undertaking, including information on the characteristics that qualify the  
539 property for the NRHP.

540 (d) A description of the standard measures proposed and justification for their  
541 use.

542 2. Any CPIU may object to resolving adverse effects using standard measures within  
543 thirty (30) days of receiving notice of a proposal to resolve adverse effect using  
544 standard measures. Upon receipt of an objection, the Agency Official shall  
545 consult with appropriate SHPO(s) for seven (7) days to determine if the objection  
546 is warranted. If the objection is warranted and resolution of adverse effects using  
547 standard measures is not feasible, the Agency Official shall initiate consultation to  
548 prepare an MOA following Stipulation VIII.B.

549 3. If the appropriate SHPO(s) and the Agency Official concur, in writing, that  
550 resolution of adverse effects using standard measures under Appendix C is  
551 warranted, the Agency Official shall not be required to notify the ACHP of a  
552 finding of adverse effect. The Agency Official shall ensure that either a Historic  
553 Preservation Treatment Plan (HPTP) or Historic American Building  
554 Survey/Historic American Engineering Record (HABS/HAER) Plan for resolving  
555 the adverse effect is prepared in accordance with Appendix C. If there is no  
556 agreement from the SHPOs, the Agency Official shall initiate consultation to  
557 prepare an MOA following Stipulation VIII.B.

558 4. The Agency Official shall provide draft copies of the HPTP or HABS/HAER Plan  
559 to the CPIU for review and comment. Consultation on the HPTP or HABS/HAER  
560 Plan shall follow the provisions and timelines of Stipulations X, XI, and XII.

- 561 5. The results of all standard measures for resolving adverse shall be reported. The  
562 Agency Official shall ensure that a preliminary report of findings is developed  
563 following completion of fieldwork and shall be submitted to the CPIU for review  
564 and comment. The specific requirements for this preliminary reporting, as well as  
565 the review process, and time frames shall be stipulated in the appropriate HPTP or  
566 HABS/HAER Plan. BLM-Arizona shall not authorize any Undertaking covered  
567 by this Agreement until consultation on the preliminary report of findings has  
568 been satisfactorily completed.
- 569 6. Following completion of fieldwork, the Agency Official may propose an in-field  
570 meeting be held; during which meeting, the result of the fieldwork may be  
571 presented to the CPIU. If the CPIU attending the in-field meeting agree the HPTP  
572 or HABS/HAER Plan was adequately implemented and no further fieldwork is  
573 needed, the Agency Official may propose authorization of the Undertaking,  
574 provided the appropriate SHPO(s) concur in writing and a summary of the in-field  
575 meeting and any decision made is documented in a satisfactorily completed  
576 preliminary report of findings, pursuant to Stipulation V.A.5.
- 577 7. The Agency Official shall ensure that a draft treatment report or HABS/HAER  
578 document is prepared and submitted to the CPIU for comment and review. The  
579 consultation on treatment reports and HABS/HAER documents shall follow the  
580 provisions and timelines outlined in Stipulations X, XI, and XII.

581 B. Resolution of Adverse Effect through Memorandum of Agreement (MOA)

- 582 1. If resolution of adverse effect through using standard measures is not warranted,  
583 or the measures cannot be agreed upon, the Agency Official shall notify the  
584 ACHP of an adverse effect finding by providing the documentation specified in  
585 36 CFR 800.11(e) and invite the ACHP to participate in the consultation as per 36  
586 CFR 800.6(1).
- 587 2. The process for preparing and reviewing the MOA shall be negotiated with the  
588 CPIU following the provisions of Stipulation X, XI, and XII.
- 589 3. If an MOA is executed, a copy shall be filed with the ACHP along with  
590 documentation as specified in 36 CFR 800.11(f). An MOA executed and  
591 implemented pursuant to this subsection shall evidence the BLM-Arizona's  
592 compliance with Section 106 and shall govern all parts of the Undertaking for  
593 which it was developed.

594 **IX. Professional Qualifications, Reporting Standards, Permits**

595 The BLM-Arizona shall ensure that all work undertaken to satisfy the terms of this  
596 Agreement shall conform to the Secretary of Interior's Standards for Archeology and  
597 Historic Preservation [48 Fed. Reg. 44716, September 29, 1983], the ACHP guidance  
598 on archaeology (<http://www.achp.gov/archguide>), appropriate SHPO standards and



599 requirements, BLM Manual 8110 guidance, any standards outlined in relevant BLM-  
600 State Protocol Agreements, and all applicable National Park Service (NPS) guidance for  
601 evaluating NRHP properties (e.g. Guidelines for Evaluating and Documenting  
602 Traditional Cultural Properties, Guidelines for Evaluating and Documenting Rural  
603 Historic Landscapes).

604 A. Professional Qualifications. The BLM-Arizona shall ensure that all activities  
605 relating to identification, evaluation, and resolution of adverse effect undertaken as  
606 part of this Agreement are carried out by or under the direct supervision of a person  
607 or persons meeting, at a minimum, the applicable professional qualification  
608 standards set forth in the Secretary's Standards [48 Fed. Reg. 44739, September 29,  
609 1983 and 36 CFR 61], the Office of Personnel Management professional  
610 qualifications for archaeological and historic preservation, and any written  
611 professional or permitting requirements of the appropriate SHPO(s).

612 Pursuant to BLM Handbook H-1780-1.5, activities associated with the  
613 implementation of this Agreement shall make appropriate use of Tribal members for  
614 archaeological surveys and excavation activities, or for monitoring ground  
615 disturbance associated with the Undertakings associated with this Agreement.

616 B. Reporting Standards. Reports shall be consistent with applicable standards outlined  
617 in the most recent published guidelines of the applicable SHPO(s). Arizona's  
618 published guidelines are found at: [https://azstateparks.com/shpo-consultation-on-](https://azstateparks.com/shpo-consultation-on-historic-preservation-compliance)  
619 [historic-preservation-compliance](https://azstateparks.com/shpo-consultation-on-historic-preservation-compliance). California's published guidelines are found at:  
620 <http://ohp.parks.ca.gov/pages/1054/files/armr.pdf>.

621 1. Any reports prepared in accordance with stipulations in this Agreement shall be  
622 forwarded to the CPIU with a cover letter from the Agency Official summarizing  
623 the conclusions of the report and, when appropriate, summarizing the Agency  
624 Official's evaluations, findings, and/or recommendations.

625 2. Consultation concerning reports shall conform to Stipulations X, XI, and XII,  
626 unless specified under other Stipulation in this Agreement.

627 C. Permits. Identification and evaluation activities conducted under this Agreement  
628 shall be conducted only after qualified cultural resource professionals have obtained  
629 the appropriate permits for fieldwork.

630 **X. Consultation**

631 Throughout the duration of the Agreement, the BLM-Arizona shall seek, discuss, and  
632 consider the views of Consulting Parties and CPIU and shall, where feasible, seek  
633 agreement with them when making decisions under the stipulations of this Agreement.

634 A. The BLM-Arizona shall submit documentation relating to Undertakings under this  
635 Agreement to the ACHP, if required, appropriate SHPO(s) and other CPIU  
636 following the provisions of this Agreement (Appendix D). Unless otherwise agreed,  
637 or specified within a Stipulation to this Agreement, those parties shall have forty-  
638 five (45) days from receipt of the request to review the submitted documentation and  
639 provide response, comment, or request additional time.

640 1. If a CPIU has not responded to the submitted documentation within forty-five  
641 (45) calendar days of receipt, the BLM-Arizona shall make at least one attempt to  
642 follow-up with them, via electronic mail and/or telephone, to verify the CPIU  
643 does not have any input with regard to the issue under consideration. If, after this  
644 effort to reach an unresponsive CPIU, there has still been no response, the BLM-  
645 Arizona shall proceed to the next step in the relevant process under this  
646 Agreement.

647 2. If a CPIU requires additional time for consultation, a request for extension should  
648 be made in writing within the original review period specified in this Agreement  
649 for that documentation. BLM-Arizona shall attempt to accommodate such  
650 requests provided they do not adversely affect other scheduled planning efforts.

651 3. If comments received from CPIU require only minor editorial corrections, such as  
652 spelling, grammatical, formatting and punctuation errors, the BLM-Arizona shall  
653 execute the changes and complete the consultation.

654 4. If substantive changes, meaning changes other than spelling, typographical and  
655 grammatical corrections, are required, BLM-Arizona shall execute and provide  
656 draft copies of the revised documents to the appropriate SHPO(s) and other CPIU  
657 with a request for second review and comment. The appropriate SHPO(s) and  
658 CPIU shall have twenty (20) days to provide comments on the revised draft. The  
659 BLM-Arizona may, in consultation with CPIU, modify the duration of further  
660 review periods depending on the nature and complexity of the documentation in  
661 question.

662 5. The BLM-Arizona shall consider all comments submitted during the review  
663 period and shall consult with the appropriate SHPOs and CPIU(s) to resolve  
664 differences or disagreements. If the comment cannot be incorporated into the  
665 document, the BLM-Arizona shall provide a written response outlining the  
666 Agency's position.

667 6. Following completion of consultation with appropriate SHPOs and CPIU. BLM-  
668 Arizona shall provide copies of the final document to the appropriate SHPO,  
669 along with copies of comments received during consultation and a summary of  
670 BLM-Arizona's responses to those comment.

671 B. Communications among Consulting Parties and CPIU. Unless otherwise requested,  
672 electronic mail shall serve as the official correspondence method for all

673 communications regarding this Agreement and the Undertakings covered by this  
674 Agreement. If a Consulting Party(ies) or CPIU wishes to opt out of electronic  
675 communication, they may submit notification of their decision to the Agency Official  
676 within thirty (30) days of receipt documentation relating to this Agreement. Upon  
677 receipt of a request to opt out of electronic communications, the Agency Official shall  
678 consult with the Consulting Party or CPIU to identify alternative arrangements which  
679 will allow the Consulting Party or CPIU opportunity to consult by other than  
680 electronic means within the timeframes specified in this Agreement.

681 C. The final Agreement, any amendments to the Agreement, any agreements which flow  
682 from the stipulations of this Agreement, and all annual reports associated with this  
683 Agreement shall be posted on the BLM web page and/or made otherwise accessible  
684 to the public subject to the confidentiality considerations defined in Stipulation XI.

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

- 688 1. Providing information about opportunities to participate as CPIU through news  
689 releases, social media posts, and other efforts to solicit public participation for  
690 individual TMPs.
- 691 2. Posting updates and documentation relevant to the Section 106 process associated  
692 with the Undertaking to the BLM-Arizona Travel Management Planning  
693 webpage, subject to the considerations defined in Stipulation XI.

## 694 **XI. Confidentiality**

695 Information concerning the nature and location of any historic property, archaeological  
696 resource (historic or prehistoric), or other confidential cultural resource shall be  
697 considered sensitive and protected from release under the provisions of the Freedom of  
698 Information Act (FOIA) (5 U.S.C. § 552, as amended by Public Law No. 104-231, 110  
699 Stat. 3048), Section 9 of ARPA (16 U.S.C. § 470hh), Section 304 of the NHPA (54  
700 U.S.C. § 307103), and Executive Order 13007.

701 For the purposes of consultation under this Agreement, the BLM-Arizona may release  
702 certain information for the benefit of the resource. Consideration may result in the  
703 sharing of summary reports that do not contain sensitive location information. Other than  
704 the appropriate SHPOs and the ACHP, the BLM will only consider the release of  
705 complete reports or other information concerning the nature and location of any historic  
706 property, archaeological resource, or other confidential cultural resource to a Consulting  
707 Party with a demonstrated interest in the information requested and a signed data sharing  
708 agreement.

709 Data sharing agreements may include provisions to ensure protection of tribal sovereign  
710 immunity and may also permit tribal members to review reports and information without  
711 individually signing the agreement, provided the Tribal Historic Preservation Officer, or  
712 other designated tribal official, has signed the data sharing agreement.

713 All Consulting Parties and CPIU shall ensure that all information is protected from  
714 release.

715 **XII. Tribal Consultation**

716 The BLM-Arizona is the federal agency responsible for notification, coordination, and  
717 consultation with Tribes under this Agreement. The BLM-Arizona shall coordinate and  
718 consult on a government-to-government basis with Tribes in the identification,  
719 evaluation, and treatment of resources to which the Tribes may attach religious and  
720 cultural significance, and in the determination of whether they are historic properties.  
721 Government-to-government consultation with Tribes shall continue throughout the life of  
722 this Agreement.

723 A. The BLM-Arizona shall seek Tribal participation in association with Section 106  
724 identification, evaluation, and treatment efforts associated with individual  
725 Undertakings throughout the life of this Agreement. When identifying CPIU,  
726 pursuant to Stipulation III, the Agency Official shall review and familiarize  
727 themselves with previous consultations to identify Tribal CPIU. Government-to-  
728 Government Consultation shall proceed within the framework of government to  
729 government dialogue and shall be consistent with the standards and guidelines in  
730 BLM Manual (MS) 1780. *Tribal Relations* and BLM Handbook (H) 1780-1,  
731 *Improving and Sustaining BLM-Tribal Relations*.

732 B. Tribes may identify specific resources that meet the definitions of historic properties  
733 [36 CFR 800.16(l) and 36 CFR 60.3], defined as districts, sites, buildings, structures,  
734 and objects through government-to-government consultation throughout the life of  
735 this Agreement.

736 C. Communication between BLM-Arizona and Tribes shall follow the standards and  
737 timelines identified in Stipulations X and XI.

738 D. Points of Contact

- 739 1. The Agency Official, or their designee, shall be the BLM-Arizona point of contact  
740 for government-to-government communication correspondence relating to this  
741 Agreement.
- 742 2. The elected Tribal official of federally recognized Tribes shall be the official  
743 point of contact for government-to-government communication. A

744 representative(s), in addition to the elected Tribal official, may be designated by  
745 the Tribal government to represent the Tribe for purposes of coordination.

746 **XIII. Curation**

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

753 **XIV. Post-Review Discoveries**

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

758 If cultural resources are encountered after the Section 106 review process has been  
759 completed, Agency Official shall halt the activity within a 100 foot radius of the discovery  
760 location, secure the location against further disturbance, notify the appropriate SHPO(s),  
761 and arrange for a qualified professional to inspect the location of the discovery within  
762 twenty-four (24) hours.

763 A. If the discovery is determined to be an Isolated Occurrence (IO), as defined in  
764 Appendix A, the Agency Official shall consider the nature, context, and location of  
765 the IO in making a decision regarding the appropriate treatment of the IO. The  
766 preference shall be to leave the IO undisturbed, if this is not possible, Agency  
767 Official shall consult informally with the appropriate SHPO(s) and affected Tribe(s)  
768 in making their decision on an appropriate course of action.

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

779 C. When there is concurrence among the parties notified of the discovery and the BLM-

780 Arizona that the discovery is not NRHP eligible, the Agency Official shall document  
781 the decision and the Undertaking may resume.

782 D. When there is concurrence among the parties notified of the discovery and the BLM-  
783 Arizona that the discovery is NRHP eligible, the BLM-Arizona shall carry out its  
784 proposed actions to resolve any adverse effect on the property. Following  
785 completion of the actions to resolve adverse effect, a report shall be prepared on the  
786 action and submitted to the appropriate SHPO(s) and CPIU. These parties shall have  
787 seven (7) days to review the findings of the report prior to re-initiation of  
788 construction. Any concerns identified by the SHPO and/or CPIU shall be addressed  
789 by the BLM Arizona prior to resumption of construction.

790 E. When there is dispute regarding the NRHP eligibility, the BLM-Arizona shall follow  
791 the procedures outlined in Stipulation VI.B.3.

792 F. If the post-review discovery includes human remains, the BLM-Arizona shall follow  
793 the procedures outlined in Stipulation XV.

794 **XV. Treatment of Human Remains and/or Related Cultural Items**

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

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

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

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

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

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

- 816 (d) Initiate consultation on the inadvertent discovery pursuant to 43 CFR 10.5 [43  
817 CFR 10.4(d)(1)(iv)];
- 818 (e) If any part of the discovery must be excavated or removed, follow the  
819 requirements and procedures outlined in 43 CFR 10.3(b) [43 CFR  
820 10.4(d)(1)(v)]; and
- 821 (f) Ensure that disposition of all inadvertently discovered human remains,  
822 funerary objects, sacred objects, or objects of cultural patrimony is carried out  
823 following 43 CFR 10.5 [43 CFR 10.4(d)(1)(vi)].
- 824 B. Once it has been determined the remains are not recent and could be adversely  
825 affected by the proposed work, the BLM-Arizona shall re-design the proposed  
826 activity to the extent practicable and permitted by law to avoid any further adverse  
827 effect to the discovery.
- 828 C. Pursuant to 43 CFR 10.4(d)(2), the activity that resulted in the inadvertent discovery  
829 may resume thirty (30) days after the BLM-Arizona certifies receipt of the written  
830 confirmation of notification of inadvertent discovery, if the resumption of the activity  
831 is otherwise lawful. The activity may also resume, if otherwise lawful, at any time  
832 that a written, binding agreement is executed between the federal agency and the  
833 affiliated Tribe(s) that adopt a plan for the treatment of the human remains and/or  
834 NAGPRA objects following 43 CFR 10.3 (b)(1).

## 835 **XVI. Annual Report**

836 Every year following the execution of this Agreement, until it expires or is terminated,  
837 the BLM-Arizona shall prepare a letter report summarizing cultural resources  
838 management activities undertaken pursuant to this Agreement. Annual reports shall  
839 summarize activities completed during the year, including agreements and consultations  
840 completed under this report, and provide the documentation required under the  
841 Stipulations of this Agreement. The annual reports shall discuss any problems  
842 encountered, summarize disputes and objections, and outline a schedule of planned  
843 activities for the coming year. The BLM-Arizona shall prepare this report within one (1)  
844 month of the anniversary of the effective date of this Agreement and shall distribute the  
845 annual reports to the Consulting Parties. The BLM-Arizona shall post all annual reports  
846 associated with this Agreement to the BLM-Arizona Travel Management webpage.

## 847 **XVII. Dispute Resolution**

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

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

## 870 **XVIII. Amendment**

871 Any Signatory can request the Agreement be amended by submitting a request, in  
872 writing, to the State Director, BLM-Arizona. The written request must include the reason  
873 for the request, any supporting documentation, and the language of the proposed  
874 amendment. Upon receipt of a request for amendment, the BLM-Arizona shall consult  
875 with the remaining Signatories and Consulting Parties to this Agreement on the proposed  
876 amendment language following the procedures outlined in Stipulation X, IX and XII.

877 Following completion of consultation, the BLM-Arizona shall render a final  
878 determination as to whether to amend this Agreement. Any resultant amendment to this  
879 Agreement shall be effective on the date a copy of the amended Agreement is signed by  
880 all Signatories. A copy of the executed Amendment shall be provided to all Consulting  
881 Parties to this Agreement and CPIU under this Agreement.

## 882 **XIX. Withdrawal**

883 An individual SHPO may withdraw from the Agreement upon written notice to all  
884 Signatories after having consulted with them for at least ninety (90) days to attempt to  
885 find a way to avoid withdrawal. Upon withdrawal, the BLM-Arizona and the  
886 withdrawing SHPO shall comply with Section 106 in accordance with 36 CFR 800.3-  
887 800.7 or the execution of an agreement under the provisions of 36 CFR 800.14(b). Such  
888 Section 106 compliance shall be limited to consideration of the effect of TTM



889 Undertakings solely within the jurisdiction of the withdrawing SHPO. This Agreement  
890 shall still remain in effect with regard to the portions of the Undertaking located in the  
891 jurisdiction of the SHPO who has not withdrawn from the Agreement. If both SHPOs  
892 withdraw from this Agreement, the Agreement shall be considered be terminated.

893 **XX. Termination**

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

901 In the event this Agreement is terminated, the BLM-Arizona shall comply with 36 CFR  
902 800.3 through 800.7 with regard to the individual Undertakings that would have been  
903 covered by this Agreement.

904 **XXI. Duration**

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

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

913 If there is consensus that the Agreement be updated, BLM-Arizona shall revise the  
914 Agreement as needed pursuant to Stipulation XVIII and consult with Signatories and  
915 Consulting Parties on the proposed changes.

916 The updated Agreement amendment shall be signed and executed by all Signatories prior  
917 to the expiration date. BLM-Arizona shall provide copies of the executed amendment to  
918 the Consulting Parties to this Agreement.

919 **XXII. Anti-Deficiency Act**

920 BLM-Arizona's obligations under this Agreement are subject to the availability of  
921 appropriated funds, and the stipulations of this Agreement are subject to the provision of  
922 the Anti-Deficiency Act (ADA), 31 USC 1341. The BLM-Arizona shall make reasonable  
923 and good faith efforts to secure the necessary funds to implement this Agreement in its

924 entirety. If compliance with the ADA alters or impairs the BLM-Arizona's ability to  
925 implement the stipulations of this Agreement, the BLM-Arizona shall consult in  
926 accordance with the amendment and termination procedures found at Stipulations XVIII  
927 and XX of this Agreement.

928 **XXIII. Effective Date**

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

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

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**SIGNATORIES  
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: \_\_\_\_\_  
John M. Fowler  
Title: Executive Director  
Date:

ARIZONA STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_  
Kathryn Leonard  
Title: State Historic Preservation Officer  
Date:

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_  
Julianne Poblanc  
Title: State Historic Preservation Officer  
Date:

FINAL DRAFT

970 **Appendix A: Acronyms, Abbreviations, and Definitions**  
 971 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
CBP/DHS	U.S. Customs and Border Patrol of Homeland Security
CPIU	Consulting Parties to the Individual Undertaking
HPTP	Historic Properties Treatment Plan
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
SHPO	State Historic Preservation Office(r)
TCP	Traditional Cultural Property
TMP	Travel Management Plan
TTM	Travel and Transportation Management

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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 may 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

Annual report	<p>Management Planning in Arizona and those portions of California administered by Arizona BLM field and district offices.</p> <p>A summary, in writing, submitted on an annual basis to the Signatories and Consulting 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.</p>
Archaeological site	<p>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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>3. One or more archaeological features in temporal association with any number of artifacts.</li> <li>4. Two or more temporally associated archaeological features without artifacts.</li> </ol> <p>See definition of "site" below.</p>
Area of Potential Effect (APE)	<p>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.</p>
Building	<p>The NRHP defined a building, such as a house, barn, church, hotel, or similar construction, is created principally to shelter any form of human activity. "Building" may also be used to refer to a</p>

	historically and functionally related unit, such as a courthouse and jail or a house and barn
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).
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.
Consulting Parties to the Individual Undertaking (CPIU)	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, unless otherwise specified in the Stipulations above.

**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)].

**District** The NRHP defines an historic district is a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. In addition, historic districts consist of contributing and non-contributing properties. Historic districts possess a concentration, linkage or continuity of the other four types of properties. Objects, structures, buildings and sites within a historic district are usually thematically linked by architectural style or designer, date of development, distinctive urban plan, and/or historic associations.

**Effect** An effect is an alternation to the characteristics of a historic property qualifying it for inclusion in or eligible for the NRHP, an effect can be direct, indirect, or cumulative. 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 district

See District

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.

Historic Properties Treatment Plan (HPTP)

A document which detail the procedures, methodologies, and techniques for resolving adverse effects to historic properties within the APE through avoidance, minimization, and mitigation.

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.

Indirect Effect

Alteration to the characteristics of an historic property which are cause by the undertaking, may be visual, atmospheric, or audible, and could diminish the integrity of the properties for which setting, feeling, and/or association are qualifying characteristic of NRHP eligibility. For example, additional roads and visitors could increase opportunities for effects from pot hunting, vandalism of historic properties, and disruption of spiritually important sites.

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, not including historic in-use structures, occurring by itself and not associated with an archaeological site. For the purposes of this Agreement, any cultural resource, not including historic in-use structures, that does not meet the definition of an archaeological site, defined above, shall be considered an IO.
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.
National Register of Historic Places (NRHP)	The National of Historic Places, expanded and maintained by the Secretary of the Interior, as authorized under Section 2(b) of the Historic Sites Act and section 101(a)(1)(A) of the National Historic Preservation Act. The NRHP lists cultural properties found to qualify for inclusion because of their local, State, or national significance. Eligibility criteria and nomination procedures are found in 36 CFR Part 60. The Secretary's

administrative responsibility for the National Register is delegated to the National Park Service.

Object	The NRHP defines an "object" as constructions, which are not buildings and structures, those constructions that are primarily artistic in nature or are relatively small in scale and simply constructed. Although it may be, by nature or design, movable, an object is associated with a specific setting or environment.
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: <ol style="list-style-type: none"><li>1. Any non-amphibious registered motorboat;</li><li>2. Any military, fire, emergency, or law enforcement vehicle while being used for emergency purposes;</li><li>3. Any vehicle whose use is expressly authorized by the authorized officer, or otherwise officially approved;</li><li>4. Vehicles in official use; and</li><li>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).</li></ol>
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.

Professional literature	Trade and professional literature can resemble scholarly work and can be subject to many of the same standards for documenting source materials, citation, etc. However, professional literature can include reports on research or contracted surveys or inventories.
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.
Sample survey	In survey methodology, sampling is the examination of a subset (a statistical sample) of the entire APE to estimate characteristics of the larger area. There are three types of sampling: random, systematic, and stratified.
Scholarly literature	Literature written by research who are experts in their field. Scholarly articles are submitted to professional or academic journals, who decide whether or not to publish the article. Most academic journals subject submissions to a peer-review process. This means that, before an article is accepted for publication, it is reviewed by several experts in the field, who suggest possible

changes, and recommend to the editor of the journal whether or not to publish the submitted work.

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.

Structure

The term "structure" is used to distinguish from buildings (see definition above) those functional constructions made usually for purposes other than creating human shelter.

Survey

The methodological process by which archaeologists collect information about the location, distribution and organization of past human cultures across a large area.

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

	<p>traditional cultural property may be eligible for inclusion in the NRHP.</p>
Travel lane	<p>A travel lane is a lane for movement of vehicles traveling from one destination to another, including the shoulders/</p>
Travel Management Plan (TMP)	<p>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.</p>
Travel Management Area (TMA)	<p>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.</p>
Travel and Transportation Management (TTM)	<p>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.</p>
Tribe(s)	<p>The federally recognized Indian tribes that the BLM is consulting with on this Agreement and the Undertakings covered by this Agreement.</p>
Undertaking:	<p>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.</p>

974 **Appendix B: TMPs Currently Underway.**

<b>Travel Management Plan</b>	<b>District/Field Office</b>
Bouse/Cactus Plain	Colorado River District/Lake Havasu Field Office.
Kingman	Colorado River District/Kingman Field Office
Lower Colorado River	Colorado River District/Yuma Field Office
Imperial Hills	Colorado River District/Yuma Field Office
Black Canyon Corridor	Phoenix District/Hassayampa Field Office
Buckeye Hills	Phoenix District/Lower Sonoran Field Office
Gila/San Simone	Gila District/Safford Field Officer

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976 **Appendix C: Standard Measures for Resolving Adverse Effects**

977 The preferred strategy is avoidance of a historic property(ies) (see Stipulations VII.B.1);  
978 however, if avoidance is imprudent or infeasible, the BLM-Arizona may chose, pursuant to  
979 Stipulation VIII.A, to minimize or mitigate the potential adverse effect by proposing to resolve  
980 adverse effects using standard measures. For the purposes of this Agreement, the following  
981 standard measures for resolution of adverse effect shall apply to archaeological sites or to  
982 historic buildings and structures:

983 A. Standard Measures for resolving adverse effects to archaeological sites through data  
984 recovery. Once it has been determined under Stipulation VIII.A.3 that resolution of adverse  
985 effects using standard measures is warranted, the Agency Official shall ensure a Historic  
986 Preservation Treatment Plan (HPTP) is developed, including:

- 987 1. A description of the historic property(ies) affected including a discussion of the  
988 recommended NRHP significance, contributing or character-defining features, and  
989 applicable criteria for eligibility.
- 990 2. A map showing the location(s) of the historic property(ies) and/or location(s) of proposed  
991 measures to resolve adverse effect(s).
- 992 3. A discussion of previous research relating to the historic property(ies) specifically and the  
993 property type(s) in general.
- 994 4. If data recovery is the chosen alternative, the HPTP shall include a research design and  
995 research questions appropriate to the type of resource and addressing any Criteria D data  
996 sets identified in association with the resource.
- 997 5. Description of proposed field and laboratory methodologies, techniques, materials, and/or  
998 analyses. This description shall include discussion of the how the methodologies,  
999 techniques and analyzes relates to the research design, research questions, and any  
1000 Criteria D datasets that are associated with the resource.
- 1001 8. Explanation of the methods proposed for data management and dissemination of the data,  
1002 including a schedule and proposal for final disposition of the recovered materials and  
1003 records.
- 1004 9. Provisions and procedures (Monitoring and Discovery Plan) for evaluating and treating  
1005 any unanticipated discoveries during the implementation of standard measures in  
1006 accordance with the Stipulations XV and XVI of this Agreement.



- 1007 10. Proposed methods for consultation with Tribes and other Consulting Parties to the  
 1008 Individual Undertaking (CPIU) to ensure they are kept informed about the  
 1009 implementation of the proposed measures and are allowed opportunity to comment.
- 1010 11. Specifications and standards for reporting on the data recovery completed and report  
 1011 preparation schedule.
- 1012 12. Completion schedule and with required submissions (deliverables) list and milestones.  
 1013 Required submissions shall include, at minimum, a preliminary report of findings and a  
 1014 final treatment report documenting the results of all work accomplished and final  
 1015 completion of the implementation of the HPTP.
- 1016 B. Standard measures for resolving adverse effects to historic buildings and structures. Once it  
 1017 has been determined under Stipulation VIII.A.3 that resolution of adverse effects using  
 1018 standard measures is warranted for an historic structure(s), the Agency Official shall ensure a  
 1019 Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER)  
 1020 Plan is completed that includes the following:
- 1021 1. A description of each building or structure, its National Register significance, and its  
 1022 character defining features.
- 1023 2. A discussion of relevant research questions and recording objects in relationship to the  
 1024 type and significance of the property.
- 1025 3. The proposed level of HABS/HAER documentation and justification for the  
 1026 documentation in relationship to anticipated the anticipated impact.
- 1027 4. A description of the methods to be used in collecting data needed to achieve the research  
 1028 and recording objectives.
- 1029 5. Qualifications of key personnel.
- 1030 6. A report preparation schedule.
- 1031 7. A proposal for development of a public benefit document or other appropriate measures  
 1032 for public presentation.
- 1033 Standards and Guidelines
- 1034 All work undertaken in implementing standard measures to resolve adverse effects shall conform  
 1035 to the provisions of Stipulation XI of this Agreement
- 1036 Archaeological data recovery shall be conducted following the Secretary of the Interior's  
 1037 Standards and Guidelines, September 1983, U.S. Department of the Interior, National Park  
 1038 Service (48 Federal Register 44716, as updated) or its successor regulation.

1039 HABS/HAER documentation shall be conducted following the Secretary of Interior's Standards  
1040 for Architectural and Engineering Documentation and the Secretary of the Interior's Standards  
1041 for the Treatment of Historic Properties, July 1997, U.S. Department of the Interior, National  
1042 Park Service (36 Code of Federal Regulations Part 68) or its successor regulation.

1043

FINAL DRAFT

1044 **Appendix D: Documentation to be supplied to CPIU**

1045 Documentation supplied pursuant to the Stipulations in this Agreement shall be consistent with  
1046 the applicable standards outlined in 36 CFR 800.11.

1047 The Agency Official shall ensure that any determinations, findings, agreements, and any other  
1048 documentation required under the Stipulations of this Agreement are supported by sufficient  
1049 documentation to enable any reviewing party(ies) to understand the basis of the originating  
1050 document.

1051 Notification of Establishment of an Undertaking (Stipulation I).

1052 Invitation/Request for Consultation (Stipulation III).

1053 Preliminary Report on Historic Property Identification Efforts (Stipulation V).

1054 Final Report on Historic Property Identification Efforts (Stipulation V).

1055 Evaluation of Historic Properties (Stipulation VI).

1056 Finding(s) of Effect (Stipulation VII).

1057 Proposal to Reach a Finding of No Adverse Effects Due to Conditions Imposed on the  
1058 Undertaking (Stipulation VII).

1059 Proposal to Resolve Adverse Effects Using Standard Measures (Stipulation VIII).

1060 Historic Preservation Treatment Plan (HPTP) (Stipulation VIII).

1061 Memorandum of Agreement (Stipulation VIII).

1062 Reports as required to document implementation of HPTP, HABS/HAER Plan or MOA  
1063 under this Agreement (Stipulation VIII).

1064 Copies of all executed Amendments to this Agreement (Stipulation XVIII)