

DRAFT 6/11/2026

**PROGRAMMATIC AGREEMENT
BETWEEN THE
NATIONAL PARK SERVICE AT GRAND CANYON NATIONAL PARK AND THE
ARIZONA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE FIRE MANAGEMENT PLAN
AT GRAND CANYON NATIONAL PARK,
COCONINO COUNTY AND MOHAVE COUNTY**

WHEREAS, Grand Canyon National Park (GRCA), a unit of the National Park Service (NPS) located in Coconino County and Mohave County, Arizona, plans for, operates, manages, and administers the Park and is responsible for identifying, preserving, maintaining, and interpreting the historic properties of the Park to leave them unimpaired for the enjoyment of future generations in accordance with the 1916 NPS Organic Act, 1919 Grand Canyon National Park Act, 1975 Grand Canyon National Park Enlargement Act, 2008 NPS Management Policies, and applicable NPS Director's Orders; and

WHEREAS, the NPS Management Policies and Director's Order #18 Wildland Fire Management require that each Park area with vegetation capable of sustaining fire develop a plan to manage fire on its lands; and

WHEREAS, the NPS-GRCA approved a Fire Management Plan (Plan) for Grand Canyon National Park in 2012 that established appropriate management actions to restore and maintain fire-adapted ecosystems within the Park; and

WHEREAS, implementation of fire management activities may adversely affect properties included in or eligible for inclusion in the National Register of Historic Places (NRHP) and effects on historic properties cannot be fully determined; and

WHEREAS, the NPS-GRCA and the Arizona State Historic Preservation Officer (SHPO) executed a programmatic agreement regarding the Park's Fire Management Plan in 2009, which expired July 2024; and

WHEREAS, the Plan was reformatted in 2024 and it retains the wildland fire management strategies, established fire management units, approved fuels management activities, and elements of the fire and fuels programs described in the 2012 plan; and

WHEREAS, the Plan does not currently include fire management activities below the canyon rim. However, such activities are necessary and will be implemented below the rim; and

WHEREAS, the Plan only includes mechanical non-fire fuels treatments in the Primary Wildland Urban Interface (WUI) fire management unit (FMU) and areas directly adjacent to Highways 64 (South Rim) and 67 (North Rim). However, such activities may be necessary and may be implemented in other FMUs; and

WHEREAS, the area of potential effect (APE) is defined by the boundary of Grand Canyon National Park (Park), including areas of the Park below the rim where planned and unplanned fire activities could occur; and

WHEREAS, the NPS-GRCA consulted with the SHPO about developing this programmatic agreement (PA or Agreement) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. Section 306108); and

WHEREAS, the NPS-GRCA, in consultation with SHPO, has developed this new Agreement pursuant to 36 CFR Part 800.6 and 800.14(b) to replace the expired PA; and

WHEREAS, the SHPO is authorized to enter into this Agreement in order to fulfill the role of advising and assisting federal agencies in carrying out their Section 106 responsibilities pursuant to 800.2(c)(1)(i), 800.6(b), and 800.14(b), and SHPO is a signatory to this Agreement; and

WHEREAS, federally recognized American Indian Tribes are recognized by the U.S. government as sovereign nations in treaties and as unique political entities in a government-to-government relationship with the United States; and

WHEREAS, Tribes retain important ancestral, historic, and current cultural and spiritual connections to the Grand Canyon including the Havasupai Tribe, Hopi Tribe, Hualapai Tribe, Kaibab Band of Paiute Indians, Las Vegas Paiute Tribe of Paiute Indians, Moapa Band of Paiute Indians, Navajo Nation, Paiute Indian Tribe of Utah, Pueblo of Zuni, San Juan Southern Paiute Tribe, White Mountain Apache Tribe, and Yavapai-Apache Nation; and

WHEREAS, the NPS-GRCA consulted with these twelve tribes and invited them to be concurring parties to this Agreement; and

WHEREAS, the Grand Canyon, from rim to rim, with the Colorado River and its associated elements is eligible for listing in the National Register of Historic Places (National Register) as a Traditional Cultural Place (TCP) and the SHPO concurred in a consensus determination of eligibility on July 28, 2011, with the National Register eligibility of this TCP; and

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), the NPS-GRCA notified the Advisory Council on Historic Preservation (ACHP) about this Agreement on 5/27/2026 and the ACHP [chose or chose not]to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii); and

WHEREAS, the Park provided the public with an opportunity to review and comment on this Agreement during a thirty (30) calendar day review period on the NPS Planning, Environment and Public Comment (PEPC) website; and

WHEREAS, signatories and concurring parties are collectively considered “Parties to the Agreement”; and

WHEREAS, the signing of this Agreement shall not supersede or abrogate the 2008 Nationwide Programmatic Agreement among the NPS, ACHP, and the National Council of State Historic Preservation Officers (NCSHPO), or any other Agreement document that is applicable to Park undertakings; and

NOW, THEREFORE, the NPS-GRCA and SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The NPS-GRCA shall ensure that the following stipulations are carried out:

I. DEFINITIONS

This Agreement follows the definitions in 36 CFR Part 800.16 unless otherwise specified.

II. PROFESSIONAL QUALIFICATIONS

- A. All work carried out pursuant to this Agreement shall meet the Secretary of the Interior's (SOI) Standards for Archaeology and Historic Preservation.
- B. NPS-GRCA shall ensure that all historic properties work carried out pursuant to this Agreement shall be performed or supervised by historic preservation professionals who meet the SOI Standards, as per Section 112(a)(1)(A) of the National Historic Preservation Act (NHPA) and at 36 CFR Part 800.2(a)(1).

III. FIRE MANAGEMENT PLAN IMPLEMENTATION

Fire Management Plan implementation includes planning, implementing planned fire management activities, and implementing unplanned fire management activities. All fire operations planned or unplanned put life safety first.

- A. Fire Management Planning
 - 1. Planned fire management activities (also called events and projects) occur under the guidance of a plan, for example, a prescribed fire burn plan or a manual fuel reduction plan, which is prepared before the activity begins.
 - 2. Definitions
 - a. Prescribed Fire: Any fire ignited by management actions to meet specific objectives.
 - b. Prescribed Fire Burn Plan: A written, approved prescribed fire burn plan is required before ignition. The plan includes measurable criteria for conditions under which a fire will be ignited and conducted (a prescription also known as RX).
 - c. Manual or Mechanical Fuel Reduction Treatment Plan: A written, approved vegetation management plan to manage and reduce the amount of vegetative fuel for wildfires and to maintain ecosystems. Fuel reduction activities (vegetation

thinning) will be implemented on a site-specific basis as part of a planned event's preparation activities, or as a larger fuel reduction project conducted as a planned activity.

- d. Prescribed Fire Prep: A combination of manual and mechanical fuel reduction and limited prescribed fire ("blacklining") to prepare a burn area for larger-scale area ignitions.
 - e. Cultural Resource Site Prep: Preparing cultural sites to avoid adverse effects from prescribed fire activities through thinning, blacklining, fire line construction, site or feature fuel reduction, wrapping with fire resistant materials, applying water or foam, setting up sprinkler systems, and other measures to protect historic properties from fire.
3. Fire modeling data and a fire prescription (RX) will be included with prescribed fire plans to allow cultural resource specialists to better assess areas of potential effect (APE) for proposed planned undertakings.
 4. During any planned fire management activity adverse effects will be avoided to the greatest extent possible. Project and site-specific mitigation measures will be developed, designed, and implemented to avoid adverse effects to historic properties before project implementation.
 5. Planned activities (also called events and projects) are included in the annual preseason fire management report (preseason report), which is prepared in the spring for planned fire activities that may occur that year or may continue in future years. This report includes proposed activities and where they will occur, how the NPS-GRCA plans to conduct historic property inventories (also called surveys) when needed, the status of associated historic property inventories, and assessments of effects for planned projects on historic properties.
 6. Before any planned fire management activity, NPS-GRCA will identify locations of historic properties including Traditional Cultural Properties (TCP), if known, in the APE for the activity/project area and develop a plan to avoid, minimize, or resolve adverse effects. For planned activities the APE is defined by the boundaries of the project area. Under most circumstances, this would be a burn unit or burn units that are defined in the Global Information System (GIS) and on project maps.
 7. Historic properties will be identified through database and paper-record searches, GIS evaluations, and field inventories or verifications as described in Appendix A, which may be revised or updated as needed with concurrence from Signatories to this Agreement.
 8. Fuel assessments will be made for fire-sensitive historic properties at the time they are recorded. The archaeological resources are recorded in the Park's archaeological database, including under the wildfire module. Historic buildings and structures are recorded in the Park's archaeological database when appropriate (i.e., are an

archaeological resource). Ethnographic and historic buildings and structures that are not managed as archaeological resources are documented in the National Park Service's Cultural Resource Management Information System Database.

9. During annually required fire refresher training, all fire management field staff will be trained by a cultural resource advisor in historic property identification and laws and policy regarding their management and protection. Information and protection of TCP's will be shared as much as practicable and appropriate.

B. Implementation of Planned Fire Management Activities

1. A cultural resource advisor (individual with specialized knowledge and skills to protect cultural resources during wildland fires) will be present during planned fire activities.
2. For all planned events, a cultural resource advisor will brief fire personnel on the identification, distribution, and sensitivity of historic properties. Before implementing a planned event, a cultural resource advisor will accompany crews in the field as needed, flag sensitive features to be avoided, and help to mitigate potential effects from fire operations by taking such actions as thinning and removing excess fuels, constructing fire line, and wrapping combustible site elements with fire-resistant materials.
3. Planned events including prescribed fires, manual fuel reduction, control lines, helispots, fire camps, staging areas, roads and helispots maintenance, and other ground-disturbing activities shall avoid adverse effects to fire-sensitive and non-fire-sensitive historic properties as much as possible and will not occur within the boundaries of identified archaeological sites.
4. Planned fire events will be excluded from historic properties (National Register eligible and listed cultural resources) that are fire-sensitive to the greatest extent possible. Exclusion measures may include line construction; site or feature fuel reduction; application of fire shelter wrap material, foam, or water; and other measures to protect historic properties from fire.
5. During manual/mechanical thinning projects, no slash will be dragged through or piled within the boundaries of an archaeological site or other historic properties. Chipped slash will not be dispersed on historic properties that could combust or be modified (melt, burst, fracture, exfoliate) from exposure to fire. To the greatest degree possible no trees will be felled onto archaeological features or sites or other historic properties that are fire-sensitive or that could be damaged by the falling tree and tree removal.
6. Manual/mechanical thinning in view of National Historic Landmark Districts, historic districts, historic buildings individually listed in or eligible for listing in the National Register, and in identified cultural landscapes will be consistent with treatments recommended in the SOI Standards for Treatment of Historic Properties and Guidelines for Treatment of Cultural Landscapes. Work in these areas will be

coordinated with the appropriate cultural resource specialist and will be included in the annual preseason report.

7. Before aerial ignition operations, fire-sensitive historic properties will be marked to be seen from the air and avoided. Marking will follow the SOI Standards and will be placed outside the property's boundary, will be reversible, and will be removed after implementation.
8. Post-fire assessments will be completed for all fire-sensitive historic properties. Post-fire assessments at non-fire sensitive historic properties will be completed as practicable to assess effects of high intensity fire or specific management actions.
9. In the event that historic properties are inadvertently damaged or destroyed during planned events due to unforeseen circumstances, the NPS-GRCA shall consult with all Parties to this Agreement on the adverse effects and site-specific mitigations for these properties, including properties of traditional, religious, and cultural significance for Tribes.

C. Implementation of Unplanned Fire Management Activities:

1. An unplanned activity or event is a fire that is not intentionally ignited under the guidance of a plan and includes but is not limited to fires caused by lightning, arson, abandoned campfires, or a fire that unexpectedly exceeds its prescription or management boundary. An unplanned activity or event may or may not be urgent or an emergency depending on the fire location, life safety/resources at risk, and other factors.
2. Unplanned fires often require a management response, which may include but is not limited to direct fire suppression, control lines (clearing burnable material such as vegetation, duff – organic material, and debris from ground surface), manual/mechanical fuel thinning, helispots, fire camps, and staging areas.
3. Any cultural staff who accompany firefighters during unplanned events must be fire qualified at the arduous duty level, meaning, they have the basic fire training and physical fitness (red carded) that firefighters must have.
4. To the extent feasible, actions identified for III. A. (Planned Fire Management Activities) and III. B. (Implementation of Planned Fire Management Activities) will be implemented for unplanned activities.
5. NPS-GRCA will identify historic properties in the APE for the unplanned activity and develop a plan to avoid, minimize, or resolve adverse effects to the extent feasible. The APE for unplanned activities includes the maximum area a fire can be expected to be managed and all the natural and cultural resources within that area.
6. A cultural resource advisor will identify, assess, and protect fire-sensitive and non-fire-sensitive sites whenever conditions allow safe travel within the fire environment.

Fire-sensitive sites and areas lacking cultural resource inventory within a fire's predicted path of spread are considered high priority locations for inventory and treatment activities while following appropriate crew safety considerations first and foremost.

7. A cultural resource advisor will be assigned to initial attack on unplanned events whenever possible and to all extended attacks on unplanned fires to help minimize adverse effects to historic properties.
8. As needed, emergency stabilization and restoration will be implemented following the SOI Standards and Guidelines for Archaeology and Historic Preservation. Emergency stabilization and restoration will be conducted in accordance with Burned Area Emergency Response (BAER) standards. The objective of the wildland fire BAER program is to determine the need for and to prescribe and implement emergency treatments on federal lands to minimize threats to life or property resulting from the effects of a fire or to stabilize and prevent unacceptable degradation to natural and cultural resources.

IV. SITE ASSESSMENTS AND MONITORING

- A. NPS-GRCA will prioritize historic properties for assessments and monitoring and will provide this information to SHPO and the Tribes through the annual postseason fire report.
- B. NPS-GRCA will monitor all protected fire-sensitive historic properties after the planned event to assess effectiveness of mitigation treatments for protecting and preserving historic properties and to ensure all protective materials and equipment, such as fire-resistant fabric, fire hoses, sprinkler systems, and flagging tape are removed. NPS-GRCA will monitor a sample of historic properties not considered fire-sensitive in at least one project burn area annually.
- C. When possible, cultural resource advisors will conduct historic property inventory within areas that have burned but have not been subject to prior inventory.
- D. NPS-GRCA shall incorporate the results of post-fire assessment and monitoring into updated mitigations/actions as necessary for the long-term management of historic properties within the fire management units.

V. SECTION 106 CONSULTATION

- A. Section 106 consultation will occur with SHPO and the Tribes before planned fire management activities.
- B. The NPS-GRCA will collaborate with interested Tribes in the planning and implementation of fire projects to the greatest degree possible. Consultation will be conducted with the Tribes to determine potential effects from fire management activities on resources of concern to the Tribes. Efforts will be made to ensure Tribal concerns are

incorporated into prescribed burn plans, and Tribes are afforded ample opportunities to comment. Tribes may choose to share information about TCPs that park staff are not aware of and any concerns they may have during consultation.

- C. If a Tribe or Tribes request a Tribal resource monitor, to the greatest extent possible the Cultural Program Manager and/or Cultural Resource Advisor, in consultation with the Park's Tribal Program Office and Fire Management staff, will coordinate with the Tribe(s) to identify what types or locations of work require a Tribal monitor. The Cultural Program Manager/Cultural Resource Advisor will ensure the Tribal monitor is invited to be on site when that work is occurring to the extent possible as long as the project area is deemed safe for entry.
- D. Preseason Fire Reports: On or about April 1 of each year, the NPS-GRCA shall provide the draft preseason fire report to the Parties to this Agreement who will have thirty (30) calendar days to review and comment. The preseason fire report will outline what planned activities, or events or projects, will be implemented, how they will be implemented, and where they will be located. These planned activities will include new, amended, and unchanged carry over projects. The preseason fire report will include the following for new and amended projects:
 - 1. Description of project area(s), including anticipated fire activity (prescription) and proposed fire management activities.
 - 2. Relevant historical documentation, background research, and historic property inventories, which may include:
 - a. The research design and plan for how the NPS-GRCA will archeologically inventory project areas.
 - b. The results of historic property inventories, including any deviation from the research design and the reason for the changes, and the status of associated, previously completed inventories.
 - c. All field observations.
 - d. Analyses and results, illustrated as appropriate with tables, charts, and graphs.
 - e. Evaluation of the investigation in terms of how well the needs dictated by the planning process were served and how well the inventory and research questions cover the APE and identify resources of concern.
 - f. Recommendations for updating the relevant historic contexts and planning goals and priorities, and generation of new or revised information needs, for example updating National Register forms.
 - g. References to related on-going or proposed treatment activities, such as structural documentation, stabilization, etc.

- h. Location information for original data in the form of field notes, photographs, and other materials.
 - i. Assessment of effect for planned activities on historic properties
- E. Prescribed fire projects (including mechanical/manual thinning) not included in the preseason fire report shall be subject to consultation under 36 CFR Part 800 or an applicable PA for compliance with Section 106 of the NHPA. Information for new projects shall include the information identified in V. D. 1. and 2. for preseason fire reports.
- F. Postseason Fire Reports: On or about April 1 of each year, the NPS-GRCA shall provide the draft postseason fire report to the Parties to this Agreement who will have thirty (30) calendar days to review and comment. The postseason fire report will summarize planned and unplanned fire management activities that occurred during the previous year and progress toward completing the terms of this Agreement. The postseason fire report will be completed after fire managers complete their year-end report, which provides information for the postseason fire report. The postseason report will include:
- 1. Summary of all unplanned fire activity including fire name, type, size, duration, and location.
 - 2. Participation of cultural resource advisors in wildland fire incidents.
 - 3. Summary of protection measures employed and their effectiveness.
 - 4. Recommended changes to mitigations (protection measures) that failed, adoption of new recommendations that are warranted, and where needed, treatment recommendations for historic properties that experience adverse effects from planned and unplanned activities, including fire and suppression activities.
 - 5. Results of any inventory during the incident and post-fire monitoring activity.
 - 6. Schedules for completion of ongoing tasks identified in preseason fire reports.

VI. EMERGENCY ACTIONS

- A. Emergency actions are those actions deemed necessary as an immediate and direct response to an emergency, which is defined as a disaster or emergency declared by the President, Tribal government, or the governor of the state, or one that poses immediate threats to life or property. Emergency actions must be implemented within thirty (30) calendar days from the initiation of the emergency and consultation shall follow the procedures set forth in 36 CFR Part 800.12(b)(2).
- B. Local emergency actions (emergencies outside the 36 CFR. 800.12 definition) are those actions deemed necessary to preserve life (including wildlife), health and safety, protection of resources (including cultural resources) and property, or to address a

hazardous condition. The Park Superintendent, any local government (state agency, county, or municipality), or Tribe may identify a local emergency. Local emergency actions are limited to those immediate actions required to resolve the emergency at that time and must be implemented within thirty (30) calendar days after the emergency has been declared.

- C. NPS-GRCA shall notify the SHPO and Tribes of the declared emergency and any historic properties that are known to exist within the area subject to the emergency action. Notification shall be made as soon as feasible.
- D. After emergency conditions have passed, NPS-GRCA will provide to the Parties to this Agreement a preliminary report within 45 days based on available information and a full report within six months that documents the emergency incident, the existence of historic properties within the area of emergency, extent of effects to known or newly identified properties, and recommendations for resolution of adverse effects, as necessary.
- E. Continued consultation may be necessary to provide additional protection and preservation of historic properties after the initial emergency action has occurred.
- F. Immediate rescue and salvage operations conducted to preserve life or property are exempt from these and all other provisions of this Agreement.

VII. UNANTICIPATED DISCOVERIES

- A. If previously unrecorded or buried historic properties are discovered during planned and unplanned activities, work will halt in the vicinity of the historic property if safe to do so, and an assessment will be made by a cultural resource advisor to the extent feasible. If conditions do not allow for an assessment, the cultural resource advisor will provide basic documentation with a GPS point and observation information to the extent feasible. Within 48 hours or as soon as reasonably feasible, the NPS-GRCA will notify SHPO. If American Indian-associated resources are discovered the Tribes would also be notified. Once the area is safe for reentry, a cultural resource advisor will return to the location and complete thorough documentation of the property. If an adverse effect has occurred to the discovery, or if stabilization treatment is necessary, consultation with SHPO and the Tribes (as needed) will take place to plan and implement treatment needs. A summary of the discovery will be included in the postseason fire report.
- B. If feasible, work in the area of the discovery will not resume until the resources are identified and documented, and an appropriate mitigation strategy developed and implemented in consultation with SHPO and, as appropriate, Tribes. If conditions do not allow work to halt in the discovery area, to the extent possible the discovery location will be avoided.

VIII. ENCOUNTERS OF HUMAN REMAINS

- A. In the unlikely event that human remains, funerary objects, sacred objects, or objects of cultural patrimony are encountered during planned events, provisions outlined in the

Native American Graves Protection and Repatriation Act (NAGPRA) (25 USC § 3001) and the Park's Memorandum of Agreement Regarding Collections, Inadvertent Discovery, and Intentional Excavation of Native American Human Remains, Funerary Objects, Sacred Objects, and Objects of Cultural Patrimony (NPS 2007) shall be followed.

- B. If an encounter occurs during an unplanned event and NAGPRA procedures cannot be followed due to threats to human safety, the location of the encounter will be recorded using GPS technology and shared with the Tribes.
- C. If possible during the initial encounter, temporary protection measures will be implemented until it is safe for full site stabilization to occur. Human remains will be covered with fire-resistant fabric, topped with soil, and marked for avoidance. Fire personnel will be provided with the GPS location of the encounter and it will be displayed on incident maps as a "sensitive resource area" that must be avoided.
- D. The Tribes will be notified as soon as possible following identification of an encounter. Emergency consultation will be initiated to the greatest extent possible before implementation of emergency site stabilization measures. Consultation for the disposition of the remains will take place. When the environment is safe for re-entry, cultural resource advisors will implement the recommendations of the Tribes for the encounter.

IX. DURATION

This Agreement will commence on the date a copy signed by the signatories is filed with the ACHP and shall remain in effect for ten (10) years following the date of the final signature. This Agreement may be extended if amended in writing by the signatories before its expiration. If the NPS-GRCA wishes to extend the life of the Agreement past the 10-year period, the NPS-GRCA shall contact SHPO at least 90 days prior to expiration with its recommendation to either amend the Agreement or extend its term without revision. Based on comments received from the SHPO, the NPS-GRCA will make any needed changes to the Agreement and circulate the new document for review and signature.

X. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by the Signatories. An amendment may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The amendment will be effective on the date a copy signed by the signatories is provided to the ACHP.

XI. COMMUNICATIONS AMONG PARTIES TO THIS AGREEMENT

Electronic mail (email) may serve as the official correspondence method for all communications regarding this Agreement and its provisions. It is the responsibility of the signatories to immediately inform each other by email of any change in name, address, email address, or phone number of any point-of-contact.

XII. DISPUTE RESOLUTION

- A. Should any Signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, NPS-GRCA shall notify the Parties to the Agreement of the objection and consult with such parties to resolve the objection. If the objection is resolved through consultation, the NPS-GRCA may authorize the disputed action to proceed in accordance with the terms of such resolution.
- B. If the NPS-GRCA determines that such objection cannot be resolved, NPS-GRCA shall notify the Parties to the Agreement and forward all documentation relevant to the dispute, including the NPS-GRCA proposed resolution, to the ACHP. The ACHP will provide NPS-GRCA with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Before reaching a final decision on the dispute, NPS-GRCA will prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP and Parties to the Agreement and provide them with a copy of the written response. NPS-GRCA shall then proceed according to its final decision.
- C. If the ACHP does not provide its advice regarding the dispute within thirty (30) calendar days, NPS-GRCA may make a final decision on the dispute and proceed accordingly. Before reaching this final decision, NPS-GRCA shall prepare a written response that takes into account any timely comments regarding the dispute from the Parties to the Agreement and provide them and the ACHP with a copy of the written response.
- D. The NPS-GRCA responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute will remain unchanged.

XIII. TERMINATION

- A. If any Signatory to this Agreement determines that its terms will not or cannot be carried out, the signatory proposing termination shall provide a thirty (30) calendar day written notification to the other signatories to explain the reasons for proposing termination and shall consult with the other signatories to attempt to develop an amendment in lieu of termination.
- B. If within thirty (30) calendar days or another time period agreed to by the signatories, such consultation results in an amendment to this Agreement avoiding termination, the signatories shall proceed to amend the Agreement pursuant to Stipulation X. Amendments and carry out its provisions as amended.
- C. If an amendment cannot be agreed to, any Signatory may terminate the PA upon written notification to the other signatories. Upon termination of this Agreement in its entirety, the NPS-GRCA will take into account, and respond to the comments of the ACHP under 36 CFR Part 800.7. NPS-GRCA shall notify the Parties to the Agreement as to the course of action it will pursue.

- D. Upon termination of this Agreement, all consultation for individual undertakings that would otherwise be reviewed under this Agreement shall comply with procedures established in 36 CFR Part 800.4 through 6 or other relevant Agreements.

XIV. ANTI-DEFICIENCY ACT STATEMENT

The stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act (31 USC. 1341 (1998)). This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State of Arizona or National Park Service to expenditures in excess of funds authorized and appropriated for the purposes outlined in this Agreement. If compliance with the Anti-Deficiency Act alters or impairs NPS-GRCA ability to implement the stipulations of this Agreement, NPS-GRCA will consult in accordance with the Amendment, Dispute Resolution, or Termination stipulations as specified in this Agreement.

XV. CONFIDENTIALITY

To the maximum extent allowed by federal and state law, the NPS-GRCA will maintain confidentiality of sensitive information regarding historic properties that could be damaged through looting or disturbance, or to help protect a historic property to which a Tribe attaches religious or cultural significance. However, any documents or records the NPS-GRCA has in its possession are subject to the Freedom of Information Act (FOIA) (5 USC 552 et. seq.) and its exemptions, as applicable. The NPS-GRCA will evaluate whether a FOIA request for records or documents would involve a sensitive historic property, or a historic property to which a Tribe attaches religious or cultural significance, and if such documents contain information that the NPS-GRCA is authorized to withhold from disclosure by other statutes including Section 304 of the NHPA, and the Archaeological Resources Protection Act. If this is the case, then the NPS-GRCA will consult with the Keeper of the National Register and the ACHP regarding withholding the sensitive information. If a Tribally sensitive property is involved, the NPS-GRCA will consult with the relevant Tribe before deciding, in response to a FOIA request.

XVI. ANNUAL REPORT, MEETING AND REVIEW

- A. The reports completed under this Agreement are discussed in Stipulation V, and there will not be a separate annual report.
- B. NPS-GRCA shall meet with SHPO annually to review implementation of this Agreement. The meeting may be combined with another meeting and could be a virtual meeting.
- C. NPS-GRCA shall meet with Tribes annually to review implementation of this Agreement. The meeting may be combined with another meeting and could be a virtual meeting.

XVII. COUNTERPART SIGNATURES

This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Concurring Parties to this Agreement may sign this Agreement after its execution, without amendment. Execution and delivery of this Agreement by facsimile or electronic mail shall be sufficient for all purposes and shall be binding on any party to this Agreement.

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

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COCONINO COUNTY AND MOHAVE COUNTY**

SIGNATORIES:

NATIONAL PARK SERVICE

Dan Resmondo
Division Chief - Planning, Environment, and Projects
Grand Canyon National Park

Date

STATE HISTORIC PRESERVATION OFFICE

Kathryn Leonard
State Historic Preservation Officer

Date

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CONCURRING PARTIES:

Havasupai Tribe

Name and Title

Date

Hopi Tribe

Name and Title

Date

Hualapai Tribe

Name and Title

Date

Kaibab Band of the Paiute Indians

Name and Title

Date

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CONCURRING PARTIES:

Las Vegas Paiute Tribe of Paiute Indians

Name and Title

Date

Moapa Band of Paiute Indians

Name and Title

Date

Navajo Nation

Name and Title

Date

Paiute Indian Tribe of Utah

Name and Title

Date

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CONCURRING PARTIES:

Pueblo of Zuni

Name and Title

Date

San Juan Southern Paiute Tribe

Name and Title

Date

White Mountain Apache Tribe

Name and Title

Date

Yavapai-Apache Nation

Name and Title

Date

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**APPENDIX A
HISTORIC PROPERTY INVENTORIES AND ASSESSMENTS:
GUIDELINES AND STRATEGIES**

These guidelines will be used to determine inventory strategies for planned actions under this Agreement. For planned actions, historic property inventories will be conducted in accordance with these guidelines. As much as possible, these guidelines will be applied for unplanned actions.

A review of available literature on the effects of fire on cultural resources (historic properties) indicates that there are two categories of fire-sensitive sites. The first consists of sites long-known to be vulnerable to the effects of even low-temperature fires and/or light fuel loads, such as sites that contain organic materials, and certain types of exposed architecture, etc. The second category includes sites that generally have been considered to have less risk for fire effects in most situations, including ancestral and historic sites with deeply buried cultural deposits, some ancestral and historic artifact scatters, and ancestral and historic sites with non-flammable surface features. However, depending on field conditions, especially fuel loading, as well as specific site characteristics and expected fire behavior, these other site types may be fire-sensitive in certain situations. When using the results of identification and evaluation efforts prepared in previous years, NPS will consider any changes in significance or conditions of any properties known to be present.

Identified fire-sensitive sites in Grand Canyon National Park (GRCA):

- Protohistoric and historic sites with standing or down wooden structures or other flammable features or artifacts.
- Petroglyph and/or pictograph panels, especially those on host rock that is heat-sensitive (limestone) or is composed of painted elements (pictographs).
- Ancestral sites with wooden architectural elements (wood beams, lintels, etc.) and other flammable features or artifacts (fiber, leather, and other organic materials).
- Culturally modified trees, including aspen art and peeled/scarred trees.
- Certain traditional cultural properties (based on consultation with Tribes).
- Burial sites.

The NPS shall document any historic properties identified within the project area. GRCA follows the Arizona State Museum (ASM) standards for identifying historic properties and follows Grand Canyon standards of procedures for recording sites to ensure uniformity in archaeological site documentation. Documentation shall include assignment of site numbers, a completed site

record form, artifact logs, scaled plan map of the site, GPS position location, and archive-quality photographs. For sites constructed of fire-sensitive materials (e.g., wood) documentation will include any historic information relating to the property and photographs. Detailed drawings of construction methods and techniques will be required if not communicated sufficiently in photographs.

Pre-field Research

GRCA will utilize relevant information to assess the potential of fuel removal projects to affect historic properties and the expected nature and distribution of historic properties that may be affected. The expected nature and severity of project effects will include consideration of all planned activities including:

- Type (mechanical or manual fuel reduction) and extent of fuel reduction treatments.
- Type (pile burns, broadcast burns, and blacklining), areal extent of the prescribed fire areas, and whether the area has been subjected to previous fire events (i.e., fire history).
- Associated activities (line construction, road improvements, staging areas, and fuel reduction).

Expected nature and distribution of cultural resources (historic properties):

- Cultural GIS survey data and site layers or hard copy survey and site atlases.
- GRCA archaeological site database records.
- Previous cultural reports and site forms.
- Cultural resource overviews and planning assessments.
- Information obtained through Tribal consultation and public input.
- Information provided by other resource specialists familiar with the project area.
- Topographic maps, aerial photographs, ortho-photo quads.
- Other available GIS layers and maps including soils, vegetation type, and slope.
- Identification of known/expected fire-sensitive sites.

Field Survey

The following general guidelines will guide the identification of areas selected for survey and the level of survey coverage:

1. Areas of intensive ground disturbance will receive survey, observing as much as possible the ground surface to reveal features and artifacts. When surface visibility is not possible, due to dead and down materials, needle cast, and duff, this information will be relayed in subsequent survey reports. These project survey areas include but are not limited to:
 - Manual/mechanical treatments when ground disturbance is necessary.
 - Hand and mechanical (dozer) fire line construction.
 - Staging areas, camps, and constructed safety zones.
 - Water bars and other constructed erosion control features.

2. Survey of sufficient size to be statistically significant in predicting the type of sites present in each unit slated for broadcast burning (prescribed fire across a large area of the forest floor) shall be intensively inventoried. The park has been divided into fire management units. Within the fire management units, locations where fire management activities are actively implemented are further subdivided into burn units. Burn units vary in size with the largest encompassing 20103.9 acres and the smallest 167.03 acres. Sampling areas within larger burn units based on terrain, lidar data, and predictive modeling of site densities is the most efficient method for inventory of the larger burn units.

All burn units have been inventoried over the last 25-30 years. However, all require sample surveys to be considered current. Sampling strategies for re-inventory of burn units shall be made in coordination with SHPO. The goal of pre-treatment surveys is to identify sites that may be affected by the project and to collect specific information on the amount and character of fuels on individual sites that will serve as the basis to propose appropriate protection measures and monitoring requirements. As a minimum, surveys for prescribed burn areas will include:

- Inspection of previously recorded fire-sensitive sites to document fuel loading, determine protection needs, and to gather baseline data to assess sufficiency of protection measures during post-project monitoring.
 - Survey of locations likely to contain additional fire-sensitive sites, based on pre-field research, expected structure types based on the area's cultural history, periods of use, cultural associations. and other relevant data.
 - Following prescribed burns, a sample of sites that are not thought to be fire-sensitive will be inspected. Monitors will note any adverse effects caused by fire and attempt to identify the cause of those effects (such as fuel loading resulting in prolonged exposure of archaeological materials to heat and flame). Findings, as documented in a damage assessment report, will guide future site preparation measures to prevent adverse effects to non-fire-sensitive sites and may expand the types of sites treated as fire-sensitive. The survey strategy shall identify the sites that are considered fire sensitive for each project and any new sites identified during inventory that are considered fire-sensitive for the specific burn.
3. Additional survey needs for each project will be evaluated and determined on a case-by-case basis, considering the following:
 - Nature and severity of expected effects.
 - Nature, currency (survey date), and extent of past surveys.
 - Nature and distribution of previously recorded sites.
 - Likely nature and distribution of as yet undiscovered sites using predictive modeling.
 - Recent lidar (light detection and ranging) survey imagery for the park (remote-sensing).