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**MEMORANDUM OF AGREEMENT
AMONG THE NATIONAL PARK SERVICE AND
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER
AND [ADVISORY COUNCIL ON HISTORIC PRESERVATION, IF PARTICIPATING]
REGARDING THE REMOVAL AND MARKING OF HISTORIC TELEPHONE WIRE
ASSOCIATED WITH THE TRANS-CANYON TELEPHONE LINE HISTORIC
STRUCTURE
GRAND CANYON NATIONAL PARK, COCONINO COUNTY, ARIZONA**

Commented [AH1]: BETWEEN if no ACHP participation and this is a 2 party agreement.

10 **WHEREAS**, Grand Canyon National Park (GRCA), a unit of the National Park Service (NPS),
11 initiated consultation with the Arizona State Historic Preservation Officer (SHPO) in January
12 2023 regarding removal of identified hazardous, nonfunctioning telephone wires; possible
13 removal of hazardous associated poles; and installation of aerial visibility markers on functioning
14 wires that must remain in the inner canyon of Grand Canyon National Park, hereafter referred to
15 as the undertaking; and

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17 **WHEREAS**, the undertaking was initiated because telephone wires extending between poles,
18 and wires dangling from poles, presented documented hazards to helicopter operations, aircraft
19 and aircrew, emergency response, park employees, visitors, and wildlife, including documented
20 incidents of entanglement and strangulation involving bighorn sheep; and

21
22 **WHEREAS**, the Trans-Canyon Telephone Line, also historically known as the Emergency
23 Telephone Line, was listed in the National Register of Historic Places on May 13, 1986, as a
24 structure significant under Criteria A and C in the areas of communications, engineering, and
25 politics/government; and

26
27 **WHEREAS**, the National Register nomination describes the historic structure as approximately
28 eighteen linear miles of telephone line consisting of 592 metal poles strung with open-wire
29 copper-weld line and porcelain and glass insulators, generally following the Bright Angel and
30 North Kaibab Trails, with a spur to the Tipoff on the South Kaibab Trail; and

31
32 **WHEREAS**, the line was reconstructed by Civilian Conservation Corps forces in 1935 and
33 modified in 1938-1939 to add a second circuit, and its galvanized-pipe poles, custom cross-arms,
34 insulators, and open-wire copper-weld conductors embody a distinctive engineering response to
35 the rugged inner-canyon environment and a vanishing type of telephone technology; and

36
37 **WHEREAS**, the National Register boundary is limited to the poles and wire that constitute the
38 historic structure; therefore, the historic wires are not incidental appurtenances but are
39 contributing components essential to the line's design, materials, workmanship, function, and
40 technological significance; and

41
42 **WHEREAS**, GRCA defined the area of potential effects (APE) to encompass the portions of the
43 Trans-Canyon Telephone Line within the inner canyon where wires or associated components
44 may be removed or marked, together with associated access and work areas and areas from
45 which the undertaking may result in visual effects; historic properties identified within the APE

include the Trans-Canyon Telephone Line, the Cross Canyon Corridor Historic District, and the Grand Canyon Traditional Cultural Property, as shown in Attachment A; and

WHEREAS, GRCA proposed to remove only wires determined to present a safety hazard, to leave pole-to-pole wires in place to the maximum extent practicable in consideration of aviation safety, to mark selected retained spans where increased visibility is required, and to leave poles and associated hardware in place unless a specific pole also presents a safety hazard; and

WHEREAS, after applying the Criteria of Adverse Effect at 36 CFR Part 800.5(a)(1), GRCA determined that removal of contributing historic wire and installation of aerial safety markers would alter characteristics of the Trans-Canyon Telephone Line that qualify it for inclusion in the National Register and would diminish its integrity of design, materials, workmanship, feeling, and association, resulting in an Adverse Effect; and

WHEREAS, on September 7, 2023, SHPO concurred with GRCA's finding of Adverse Effect; and

WHEREAS, GRCA has proposed this Memorandum of Agreement (MOA), pursuant to 36 CFR Part 800.6(b), to resolve the Adverse Effect of the undertaking; and

WHEREAS, GRCA has consulted with SHPO on the development of this MOA pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act, 54 U.S.C. Part 306108; and

WHEREAS, SHPO is authorized to enter into this MOA to fulfill its role of advising and assisting federal agencies in carrying out their Section 106 responsibilities pursuant to 36 CFR Part 800.2(c)(1)(i) and 800.6(b), and SHPO is a signatory to this MOA; and

WHEREAS, in accordance with 36 CFR Part 800.6(a)(1), GRCA notified the Advisory Council on Historic Preservation (ACHP) of the Adverse Effect finding on (DATE) and the ACHP (DECLINED/ACCEPTED) to participate in the consultation; and

WHEREAS, in accordance with 36 CFR Part 800.2(c)(2), GRCA will notify the eleven Indian Tribes traditionally associated with Grand Canyon National Park of the undertaking and invited them to participate in consultation and development of this MOA, including the Havasupai Tribe, Hopi Tribe, Hualapai Tribe, Kaibab Band of Paiute Indians, Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Moapa Band of Paiute Indians, Navajo Nation, Paiute Indian Tribe of Utah, Pueblo of Zuni, San Juan Southern Paiute Tribe, and Yavapai-Apache Nation; and

WHEREAS, GRCA will provide the public with an opportunity to review and comment on the undertaking and draft MOA consistent with 36 CFR Part 800.2(d) through the NPS's Planning, Environment, and Public Comment (PEPC) page, and through press release (DATES to be added); and

NOW, THEREFORE, GRCA and SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account and resolve its effects on historic properties.

STIPULATIONS

GRCA shall ensure that the following measures are carried out:

I. PROFESSIONAL QUALIFICATIONS

All work carried out pursuant to this MOA shall meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, as applicable, and shall be carried out by or under the direct supervision of individuals who meet the Secretary of the Interior's Professional Qualification Standards, as appropriate to the work being performed.

II. IMPLEMENTATION OF SAFETY WORK

A. GRCA may remove telephone wire that qualified park personnel determine presents a documented hazard to helicopter or other authorized aviation operations, emergency response, public safety, or wildlife, including an entanglement or strangulation hazard. GRCA shall retain pole-to-pole wire in place to the maximum extent practicable where it can safely remain.

B. Where increased visibility is necessary and removal is not required, GRCA may install aerial safety markers on retained telephone wire. Markers shall be limited to the number and locations necessary to address the documented hazard.

C. GRCA shall leave historic poles, cross-arms, insulators, anchors, and associated hardware in place unless a specific component independently presents a safety hazard or must be removed to accomplish the undertaking safely.

D. As soon as practicable following execution of this MOA, GRCA shall initiate an interim photographic record of known hazardous or priority portions of the Trans-Canyon Telephone Line as access and operational conditions allow. Available Park personnel who are regularly working in the inner canyon may assist with photography under the direction of cultural-resource staff. Before planned removal, when conditions allow, GRCA shall photograph the affected span, poles, cross-arms, insulators, attachment details, and surrounding setting. The record shall identify the location, date, reason for removal, approximate length and type of wire removed, disposition of removed material, and any associated components altered or removed. Completion of the HAER documentation required by Stipulation III is not a prerequisite to removal of documented safety hazards under this stipulation.

E. Nothing in this MOA requires GRCA to delay an action necessary to address an imminent threat to life or property. GRCA shall document emergency actions as soon as practicable and shall address them in accordance with 36 CFR Part 800.12 and applicable NPS emergency procedures.

III. HISTORIC AMERICAN ENGINEERING RECORD DOCUMENTATION

A. Within five (5) years after execution of this MOA, GRCA shall complete Historic American Engineering Record (HAER) documentation for the Trans-Canyon Telephone Line. The documentation shall meet a level and scope accepted in writing by the NPS Heritage Documentation Programs and shall be prepared in accordance with current HAER standards and guidelines.

B. The HAER documentation shall address the complete listed historic structure and shall include, as appropriate: a written historical and engineering report; archival research; large-format or other archival-quality photography; measured or interpretive drawings; maps showing the historic alignment and the locations of retained, marked, and removed wire; and documentation of representative poles, cross-arms, insulators, anchors, splices, sleeves, wire configurations, and other character-defining features.

C. The documentation shall specifically explain the open-wire copper-weld system, the balanced metallic circuits and associated phantom circuit, the 1935 construction and 1938-1939 modifications, the role of the Civilian Conservation Corps and NPS landscape design, the challenges of construction and maintenance in the inner canyon, and the line's use in park administration, emergency response, communications, and visitor safety.

D. GRCA shall incorporate available historic photographs, construction drawings, National Register documentation, maintenance records, and interim, pre-removal, and removal photographs prepared pursuant to Stipulation II. Photographs taken before or during the undertaking may be used to document wire and configurations that are no longer present when final HAER fieldwork occurs.

E. GRCA shall provide SHPO and participating consulting parties with a thirty (30)-calendar-day opportunity to review and comment on a draft of the written history, map set, and photographic index before final submission. GRCA shall consider timely comments and document how substantive comments were addressed.

F. GRCA shall submit the completed documentation to the NPS Heritage Documentation Programs for acceptance and transmittal to the Library of Congress. GRCA shall also retain copies in the Grand Canyon National Park archives and provide an electronic copy to SHPO.

IV. REPRESENTATIVE MATERIALS AND MUSEUM COLLECTION

A. To the extent that removed historic wire and associated components remain available and can be safely retained, GRCA shall identify and collect the best representative examples of the historic copper Trans-Canyon Telephone Line for inclusion in the park museum collection. Selection shall be made in consultation with the park curator and cultural-resources staff and should include, as available, examples that best illustrate the line's materials, construction, and character-defining features, including conductor, splice or welded-sleeve details, attachment methods, insulators, and associated hardware.

B. GRCA shall accession, catalog, and curate selected materials in accordance with applicable NPS museum collection requirements. Collection records shall include, to the extent known, the original location, removal date, physical description, condition, historic function, and relationship to the undertaking.

V. TRANS-CANYON TELEPHONE LINE MANAGEMENT PLAN

A. Within twenty-four (24) months after execution of this MOA, GRCA shall prepare a management plan for the remaining Trans-Canyon Telephone Line. The plan may be incorporated into an existing cultural-resource management document if the requirements of this stipulation are addressed.

B. The management plan shall identify and map known remaining poles, wire spans, insulators, cross-arms, anchors, and related components, noting condition and contributing status where known. It shall also establish procedures for evaluating when a wire, pole, or associated component presents a safety hazard and whether the hazard can be addressed through retention, repair, stabilization, marking, selective removal, or another appropriate treatment. Historic wires, poles, insulators, and hardware shall be left in place unless they present a documented hazard or removal is otherwise necessary for public safety or essential park operations.

C. The management plan shall establish criteria and procedures for the installation, inspection, maintenance, replacement, and removal of aerial safety markers; documentation standards for future removal or alteration, including location data, photographs, condition, reason for action, and disposition of materials; and routine maintenance and stabilization measures that may prolong the life of remaining historic components without compromising safety.

D. The management plan shall address coordination among aviation, fire, emergency services, facilities, trails, interpretation, museum, and cultural-resource staff and shall include recommendations for interpretation of the Trans-Canyon Telephone Line and its surviving features. Nothing in this stipulation shall delay action needed to address a documented safety hazard.

VI. INTERPRETATION

A. Existing interpretation of the Trans-Canyon Telephone Line includes a plaque and wayside in the vicinity of the Thunderbird and Kachina Lodges that describe the history and construction of the telephone line, as well as a plaque at Phantom Ranch addressing the telephone line.

B. GRCA shall coordinate with the park's interpretive division regarding opportunities to incorporate information about the history, engineering, significance, and preservation and safety issues associated with the Trans-Canyon Telephone Line into existing or future interpretive materials and programs.

C. As opportunities and resources allow, GRCA and the interpretive division may consider updating or supplementing existing interpretation or incorporating information about the Trans-Canyon Telephone Line into new interpretive materials. Interpretive content may address the contribution of the Civilian Conservation Corps, the distinctive galvanized-pipe poles and copper-weld open-wire system, the role of the line in inner-canyon communications and emergency response, and the safety issues associated with the undertaking.

VII. POST-REVIEW DISCOVERIES AND UNANTICIPATED EFFECTS

If implementation of this MOA or the undertaking results in an effect to a historic property that was not previously considered, or if GRCA proposes a material change to the undertaking, GRCA shall notify SHPO and participating consulting parties, provide documentation of the condition or proposed change, and consult to determine whether the matter can be resolved under this MOA or requires amendment or additional review under 36 CFR Part 800.

VIII. PUBLIC INVOLVEMENT

GRCA shall provide the public with an opportunity to review and comment on the draft MOA through the PEPC website or another appropriate method consistent with 36 CFR 800.2(d). GRCA shall consider comments received in finalizing this MOA and shall retain the public-involvement record in the administrative record.

IX. COMMUNICATION

Email shall serve as the official method of correspondence regarding this MOA and its implementation. Substantive correspondence, including transmittals of review materials, comments, decisions, and implementation documentation, shall be retained in the administrative record.

X. CONFIDENTIALITY

To the maximum extent permitted by federal and state law, GRCA shall maintain the confidentiality of sensitive information concerning historic properties, including information that could risk harm through looting, vandalism, or other disturbance or could create an operational or aviation-safety risk. GRCA shall handle disclosure in accordance with applicable law, including Section 304 of the NHPA, the Archaeological Resources Protection Act, the Freedom of Information Act, and other applicable authorities.

XI. ANNUAL STATUS REPORTS

Until all stipulations have been completed, GRCA shall provide SHPO and participating consulting parties an annual status report at the end of each calendar year summarizing work completed, work underway, anticipated schedules, any delays or problems, and any disputes

or amendments. The parties may agree in writing to discontinue annual reports once all substantive mitigation measures are complete.

XII. DURATION

This MOA shall remain in effect for seven (7) years from the date of execution, unless extended in writing by the signatories. If the stipulations of this MOA are not carried out within that time and the MOA is not extended, GRCA shall comply with 36 CFR Part 800 with regard to the undertaking.

XIII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by the signatories. Any amendment shall become effective on the date of the last signature.

XIV. DISPUTE RESOLUTION

Should any signatory or consulting party object in writing to any action proposed or the manner in which the terms of this MOA are implemented, GRCA shall consult with the objecting party and the signatories to resolve the objection. If GRCA determines that the objection cannot be resolved, GRCA shall forward all documentation relevant to the dispute, including GRCA's proposed resolution, to the ACHP. The ACHP shall provide GRCA with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision, GRCA shall take into account any timely advice or comments from the ACHP and the signatories and shall prepare a written response explaining its final decision. If the ACHP does not provide advice within thirty (30) calendar days, GRCA may make a final decision and proceed accordingly. GRCA's responsibility to carry out all other actions under this MOA that are not the subject of the dispute shall remain unchanged.

XV. TERMINATION

If any signatory determines that the terms of this MOA cannot be carried out, that party shall notify the other signatory in writing and consult to seek amendment of the MOA. If the MOA is not amended within thirty (30) calendar days of such notice, or within another time period agreed to by the signatories, either signatory may terminate the MOA upon written notice. If this MOA is terminated, then prior to continuing any portion of the undertaking that remains subject to Section 106 review, GRCA shall either execute a new agreement pursuant to 36 CFR Part 800.6 or request, take into account, and respond to the comments of the ACHP pursuant to 36 CFR Part 800.7.

XVI. ANTI-DEFICIENCY ACT

NPS's obligations under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act, 31 U.S.C. Part 1341. NPS shall make reasonable and good-faith efforts to secure the funds

necessary to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs NPS's ability to implement the stipulations of this MOA, NPS shall consult in accordance with the amendment and termination provisions of this MOA.

XVII. ELECTRONIC AND COUNTERPART SIGNATURES

This MOA 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. Electronic signatures shall be treated as valid signatures for all purposes.

Execution of this MOA by NPS and SHPO, and implementation of its terms, demonstrates that NPS has taken into account the effects of the undertaking on historic properties and has afforded the ACHP a reasonable opportunity to comment.

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AND [ADVISORY COUNCIL ON HISTORIC PRESERVATION, IF PARTICIPATING]
REGARDING THE REMOVAL OF HISTORIC TELEPHONE WIRE
FROM THE TRANS-CANYON TELEPHONE LINE HISTORIC DISTRICT
GRAND CANYON NATIONAL PARK, COCONINO COUNTY, ARIZONA**

Commented [AH2]: BETWEEN if no ACHP participation and this is a 2 party agreement.

SIGNATORIES

DRAFT

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

Date

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Commented [AH3]: BETWEEN if no ACHP participation and this is a 2 party agreement.

SIGNATORIES

Kathryn Leonard
Arizona State Historic Preservation Officer

Date

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Commented [AH4]: BETWEEN if no ACHP participation and this is a 2 party agreement.

SIGNATORIES

Reid Nelson
Director

Advisory Council of Historic Preservation

Date

Commented [AH5]: If participating

ATTACHMENTS

Attachment A. Area of Potential Effects and Undertaking Map

Attachment B. Known Priority Wire-Removal and Marking Locations

Attachment C. Representative Telephone Line Photos

Commented [AH6]: Working with GRCA staff on development of the attachments.

DRAFT