

12/29/2023

**PROGRAMMATIC AGREEMENT  
BETWEEN THE NATIONAL PARK SERVICE AND  
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
REMOVAL AND REPLACEMENT OF THE GRAND CANYON RAILWAY WOODEN  
BALLAST DECK BRIDGE ACROSS BRIGHT ANGEL WASH,  
GRAND CANYON NATIONAL PARK, ARIZONA**

**WHEREAS**, a railway wooden ballast deck bridge, an integral component of the Grand Canyon Railway operation located in Grand Canyon Village in Grand Canyon National Park is in poor condition and needs to be replaced (the Project); and

**WHEREAS**, the National Park Service (NPS) is the federal land manager of Grand Canyon National Park (the Park), and the Park issued a concessions permit for the operation of the Grand Canyon Railway, thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 CFR. Part 800; and

**WHEREAS**, the wooden ballast deck bridge is a contributing feature to the Grand Canyon Railway Historic District (NR No. 74000337) and the Grand Canyon Village National Historic Landmark District (NHL District No. 75000343); and

**WHEREAS**, NPS has defined the undertaking's area of potential effect (APE) as the Grand Canyon Railway wooden ballast deck bridge across Bright Angel Wash, and areas near the bridge where the Project would occur and be staged, including the Grand Canyon Railway Historic District and the NHL District (see Appendix A Maps). The wooden ballast bridge structure dimensions are 46' 6" for the upper portion and 55' 10" for the lower portion; and

**WHEREAS**, NPS consulted with the State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800; and in accordance with 36 CFR Part 800.6(a)(1), NPS notified the Advisory Council on Historic Preservation (ACHP) of the potential for adverse effect resulting from the undertaking by providing the specified documentation, and the ACHP chose not to participate in the consultation pursuant to 36 CFR Part 800.6(a)(1)(iii); and

**WHEREAS**, Section 106 consultation will continue for this undertaking pursuant to 36 CFR Part 800.6, Resolution of Adverse Effects; and

**WHEREAS**, NPS has developed this Programmatic Agreement (PA or Agreement) for mitigation of the adverse effect resulting from the removal and replacement of the Grand Canyon Railway wooden ballast deck bridge, and NPS is a signatory to this PA; and

**WHEREAS**, NPS has consulted with SHPO and SHPO is authorized to enter this Agreement in order to fulfill its role of advising and assisting federal agencies in carrying out Section 106

responsibilities under the following federal statutes: Sections 101 and 106 of the NHPA, 54 U.S.C. 300101 *et seq.*, at 36 CFR Part 800.2(c)(1)(i) and 800.6(b), and SHPO is a signatory to this Agreement; and

**WHEREAS**, effects on historic properties cannot be fully determined because the replacement for the bridge has not yet been designed; and

**WHEREAS**, the APE has been previously archaeologically surveyed and there are no known archaeological resources; and

**WHEREAS**, NPS has determined, based on known information about ethnographic resources in the Park and the APE characteristics, including the absence of American Indian-associated archaeological resources, consultation with American Indian Tribes is not needed for this Project; and

**WHEREAS**, the NPS will satisfy the public involvement requirements under Section 106 of the NHPA pursuant to 36 CFR Part 800.2(d)(1-2). This includes the opportunity to comment on this PA; and

**WHEREAS**, the Grand Canyon Railway was invited to be an invited signatory to the Agreement and has declined to participate; and

**NOW, THEREFORE**, NPS 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 shall ensure that the following stipulations are carried out:

### **I. Definitions**

This PA follows the 36 CFR Part 800.16 definitions.

### **II. Professional Qualifications**

- A. NPS shall ensure that all actions for the protection of historic resources, including historic architecture and archaeological resources, are conducted under the supervision of a professional who meets the Secretary of the Interior's Professional Qualifications, per Section 112(a)(1)(A) of the NHPA and 36 CFR Part 800.2(a)(1).
- B. Architecture Qualifications for Level 1 HAER Documentation: Architecture - The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture. Or, Historic Architecture - The minimum professional qualifications in historic architecture are a professional degree in architecture or a State

license to practice architecture, plus one of the following: 1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or 2. At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

- C. Archaeology: The minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or closely related field plus: 1. At least one year of full-time professional experience or equivalent specialized training in archaeological research, administration, or management; 2. At least four months of supervised field and analytic experience in general North American archaeology; and 3. Demonstrated ability to carry research to completion. In addition to these minimum qualifications, a professional in prehistoric archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historic archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the historic period.

### **III. Continuing Section 106 Consultation**

NPS will continue to implement Section 106 for this undertaking following the process identified in 36 CFR Part 800 and Stipulation VIII of this agreement as planning and design for the undertaking continues.

### **IV. Resolution of Adverse Effects**

#### **A. Level I HAER Documentation.**

1. NPS, in consultation with the SHPO, agreed that Level 1 Historic American Engineering Records (HAER) documentation will be adequate mitigation. Level 1 HAER documentation consists of the following and is noted in the Federal Register at: [https://www.nps.gov/hdp/standards/standards\\_regs.pdf](https://www.nps.gov/hdp/standards/standards_regs.pdf).
  - a. A full set of measured drawings depicting existing and/or historic conditions.
  - b. Photographs with large-format negatives.
  - c. Photocopies with large format negatives of select, existing drawings or historic reviews that are produced in accordance with the U.S. Copyright Act (as amended).
  - d. Written history and description.
2. Documentation will be prepared in accordance with the HAER Guidelines, available at: <https://www.nps.gov/hdp/standards/haerguidelines.htm>.

- B. Public interpretation of the Grand Canyon Railway and wooden ballast deck bridge will occur. This could include adding information to the Park's public website about the wooden ballast deck bridge and railway including a brief history of the bridge and railway, the Grand Canyon Railway Historic District National Register nomination, and the wooden ballast deck bridge HAER report. A QR (quick response) code could be placed at the Train Depot to facilitate the public interpretation.

## **V. Bridge Design**

- A. The new bridge will be designed to meet Federal Railway Administration (FRA) standards and be compatible with the Grand Canyon Railway Historic District and the NHL District.
- B. A Project design at each level of development, at the end of schematic design, at the end of design development, at 75% construction documents, at 100% construction documents, and after any changes occur after the 100% construction documents, shall be submitted for NPS cultural resources and Section 106 review, and consultation with SHPO and other consulting parties, as appropriate. Each Project design will include a written description of the design and any changes from the previous submittal.
- C. A written description of the undertaking will be prepared and updated throughout the Project, including removal of the bridge, Bright Angel Wash erosion control, and design and construction of the replacement for the railway bridge.

## **VI. Records and Curation**

The NPS shall ensure records resulting from the undertaking are curated in accordance with 36 CFR Part 79 in the Grand Canyon National Park Museum Collection, except as determined through consultations with Tribes and carried out in accordance with federal and state laws pertaining to the treatment and disposition of Native American Human Remains, Associated/Unassociated Funerary Objects, and Objects of Cultural Patrimony.

## **VII. Discoveries**

- A. If previously unrecorded and/or buried cultural resources are discovered during any portion of the Project, work at that location will immediately cease, and an assessment made by a qualified cultural resource specialist. The NPS will notify SHPO. If American Indian-associated resources are discovered the Tribes will also be notified. Work in that area 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.
- B. In the unlikely event that human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during any portion of the Project, provisions outlined in the Native American Graves Protection and Repatriation Act (NAGPRA), and the Park's Memorandum of Agreement (MOA) Regarding Collections, Inadvertent

Discovery, and Intentional Excavation of Native American Human Remains, Funerary Objects, Sacred Objects, and Objects of Cultural Patrimony (NPS 2007), or any revised or new provisions in NAGPRA or the MOA will be followed.

### **VIII. Annual Review of Agreement, Annual Report, and Annual Meeting**

- A. The consulting parties shall evaluate the implementation and operation of this PA on an annual basis based on the date this Agreement is executed. NPS will provide consulting parties with an annual report letter (Annual Report) to review the progress under this PA.
  - 1. The Annual Report will include an update on the Project schedule, status, and any ongoing cultural resources monitoring or mitigation activities, discovery situations, proposed future actions, and outstanding tasks to be completed under this PA. Consulting parties will have 30 calendar days to review the Annual Report and provide comments to the NPS.
  - 2. If requested by a consulting party, there shall be an annual meeting among the consulting parties on or near the anniversary date of the execution of this PA to review the progress and effectiveness of this PA. NPS is responsible for setting up this meeting in coordination with all the consulting parties. NPS will use the Annual Report comments to develop the agenda for the annual meeting if such a meeting is necessary.
- B. Evaluation of the implementation of this PA may also include in-person meetings or conference calls among consulting parties, and suggestions for possible modifications or amendments to this PA. If possible, all consulting parties should be included in these meetings and calls.
- C. Upon completion of this Project following the execution of this PA, the NPS shall provide all parties to this PA a summary report detailing work undertaken pursuant to its terms. Such report shall include before and after photos, photos during demolition and construction, descriptions of any problems encountered, and descriptions of any disputes or objections received in the NPS efforts to carry out the terms of this PA.

### **IX. Communication**

Electronic mail (email) may serve as the official correspondence method for all communications regarding this Agreement and its provisions.

### **X. Cultural Sensitivity Training**

NPS shall conduct cultural sensitivity training for all personnel working on the Project, including railway staff and contractors. The training will include but is not limited to protocol for securing inadvertent discoveries of cultural resources and human remains, if any, and contact information. All workers will be informed of the penalties for illegally collecting artifacts or intentionally damaging any archaeological or historic property.

## **XI. Confidentiality**

To the maximum extent allowed by federal and state law, the NPS will maintain confidentiality of sensitive information regarding historic properties that could be damaged through looting or disturbance, and/or to help protect a historic property to which a Tribe attaches religious or cultural significance. However, any documents or records the NPS has in its possession are subject to the Freedom of Information Act (FOIA) (5 U.S.C. 552 et. seq.) and its exemptions, as applicable. The NPS will evaluate whether a FOIA request for records or documents involves 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 is authorized to withhold from disclosure by other statutes including Section 304 of the NHPA, as well as the Archaeological Resources Protection Act. If this is the case, then the NPS 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 will also consult with the relevant Tribe(s) prior to making a determination in response to a FOIA request.

## **XII. Duration**

This PA will expire if its stipulations are not completed within five (5) years of its execution, unless before its expiration the signatories agree in writing to an extension for carrying out its terms. In the event of expiration before completion of all stipulations, NPS shall comply with 36 CFR Part 800 with regard to undertakings in the NPS administrative areas that otherwise would have been covered by this PA.

## **XIII. Emergencies**

Should an emergency situation occur that represents an imminent threat to public health or safety, or creates a hazardous condition, NPS shall immediately notify the SHPO of the condition that has initiated the situation and the measures taken to respond to the emergency or hazardous condition. Should the SHPO desire to provide technical assistance to NPS, they shall submit comments within seven (7) days from notification if the nature of the emergency or hazardous condition if time allows for such coordination.

## **XIV. Amendments**

This PA may be amended when an amendment is agreed to in writing by the signatories. The amendment will be effective on the date a copy signed by the signatories is provided to the ACHP.

## **XV. Dispute Resolution**

- A. Should any signatory to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, NPS shall consult with such party to resolve the objection. If the NPS determines that such objection cannot be resolved, NPS will forward all documentation relevant to the dispute, including the NPS proposed

resolution, to the ACHP. The ACHP shall provide the NPS with its advice on resolution of the objection within thirty (30) days of receiving adequate documentation. Before reaching a final decision on the dispute, the NPS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories and provide them a copy of this written response. The NPS will then proceed according to its final decision.

- B. If the ACHP does not provide advice regarding the dispute within the thirty (30) day period, the NPS may make a final decision on the dispute and proceed accordingly. Before reaching a final decision, the NPS shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the PA and provide them and the ACHP with a copy of such written response.
- C. The NPS responsibility to carry out all other actions subject to the terms of this PA not the subject of dispute, remains unchanged.

## **XVI. Termination**

- A. If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall promptly consult with the other signatories to attempt to develop an amendment to the PA that would avoid termination. If after 30 calendar days (or another period agreed to by all signatories) an amendment cannot be agreed upon, any signatory may terminate the PA upon written notification to the other signatories.
- B. Once the PA is terminated, and before work continues on the undertaking, NPS must either a) execute a PA pursuant to 36 CFR Part 800.6, or b) request, take into account, and respond to the comments of the ACHP under 36 CFR Part 800.7. NPS shall notify the signatories as to the course of action they will pursue.

## **XVII. Failure to Carry Out the Terms of this Agreement**

Failure by NPS to fully implement the terms of this agreement (including the event of termination before full implementation) requires that NPS not take or sanction any action or make any irreversible commitment that would result in an adverse effect to the Grand Canyon Railway Historic District, Grand Canyon Village NHL District, and their associated elements without first complying with 36 CFR Part 800 with regard to undertakings that otherwise would be covered by this PA.

## **XVIII. Anti-Deficiency Act**

This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the state or federal agencies to expenditures in excess of funds authorized and appropriated for the purposes outlined in this Agreement.

**XIX. Counterpart Signatures**

This PA 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.

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



**PROGRAMMATIC AGREEMENT  
BETWEEN THE NATIONAL PARK SERVICE AND  
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
REMOVAL AND REPLACEMENT OF THE GRAND CANYON RAILWAY WOODEN  
BALLAST DECK BRIDGE ACROSS BRIGHT ANGEL WASH,  
GRAND CANYON NATIONAL PARK, ARIZONA**

**SIGNATORIES:**

**National Park Service – Grand Canyon National Park**

\_\_\_\_\_  
**Edward T. Keable**  
**Superintendent**

\_\_\_\_\_  
**Date**

**Arizona State Historic Preservation Officer**

\_\_\_\_\_  
**Kathryn Leonard**

\_\_\_\_\_  
**Date**

**National Park Service**  
**U.S. Department of the Interior**

## 7/25/2023



Map of project location in Grand Canyon Village, Grand Canyon National Park



Map of wooden ballast deck bridge location within the boundaries of the Grand Canyon Railway Historic District (green) and Grand Canyon Village National Historic Landmark District (light green) in Grand Canyon National Park.



**Programmatic Agreement between the National Park Service and the Arizona State Historic Preservation Officer regarding the removal and replacement of the Grand Canyon Railway wooden ballast deck bridge**

Attachment: Wooden Ballast Bridge Photos  
Six Images



Image 1: A close-up view of the north side of the wooden ballast bridge. The roof of the power house is visible behind the bridge. 1/3/2024 NPS Photo.



Image 2: A view of the north side of the wooden ballast bridge. The east facing view shows the railroad tracks and its vicinity to the power house, center, an engineering building, far right. 1/3/2024 NPS Photo.





Image 3: A top view of the wooden ballast bridge from the railroad tracks. 1/3/2024 NPS Photo.



Image 4: An east facing view of the wooden ballast bridge location next to a service road. The power house, background, and engineering building, foreground, are to the right of the road. 1/3/2024 NPS Photo.





Image 5: A view of the south side of the wooden ballast bridge facing west towards the railroad tracks.  
1/3/2024 NPS Photo.



Image 6: A southwest facing view of the wooden ballast bridge and railroad tracks. 2/8/2021 NPS Photo.