

**PROGRAMMATIC AGREEMENT  
BETWEEN THE  
NATIONAL PARK SERVICE AT GRAND CANYON NATIONAL PARK, THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND THE ARIZONA  
STATE HISTORIC PRESERVATION OFFICER  
FOR PROGRAMMATIC REVIEW IN COMPLIANCE WITH  
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT  
AT GRAND CANYON NATIONAL PARK**

**WHEREAS**, Grand Canyon National Park (Park), a unit of the National Park Service (NPS) located in Coconino 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, NPS Management Policies (2006), and applicable NPS Director's Orders; and

**WHEREAS**, the operation, management, and administration of the Park entails undertakings that may affect historic properties (as defined in 36 CFR Part 800), which are subject to review under Sections 106, 110(f), and 111(a) of the National Historic Preservation Act (NHPA) as amended and the Section 106 implementing regulations (36 CFR Part 800); and

**WHEREAS**, NPS has established management policies, Director's Orders, standards, and technical information designed for the identification, evaluation, documentation, and treatment of historic properties consistent with the spirit and intent of the NHPA; and

**WHEREAS**, the NPS has a staff of cultural resource specialists that meet the Secretary of Interior's Professional Qualification Standards to carry out programs for historic preservation; and

**WHEREAS**, Stipulation II.F of the 2008 Programmatic Agreement among the National Park Service (U.S. Department of the Interior), the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers for Compliance with Section 106 of the National Historic Preservation Act (2008 Nationwide PA), allows for development of PAs that are independent of the 2008 Nationwide PA; and

**WHEREAS**, the purpose of this PA between the Park, Advisory Council on Historic Preservation (ACHP), and the Arizona State Historic Preservation Officer (SHPO) is to establish a Park specific program for compliance with Section 106 of NHPA and set forth a programmatic process when agreed upon criteria are met and procedures are followed pursuant to 36 CFR Part 800.6 and 800.14(b)(1) and (3); and

**WHEREAS**, the Park has consulted with the Arizona SHPO in the development of this PA pursuant to 36 CFR Part 800.6 and 800.14; and

1 **WHEREAS**, SHPO is authorized to enter into this agreement in order to fulfill the role of  
2 advising and assisting federal agencies in carrying out their Section 106 responsibilities under  
3 Sections 101 and 106 of the NHPA, as amended 54 USC 306108, and pursuant to 36 CFR Part  
4 800 regulations implementing Section 106, at 800.2(c)(1)(i) and 800.6(b), and SHPO is a  
5 signatory to this PA; and  
6

7 **WHEREAS**, NPS and SHPO agree that consultation with SHPO is not needed for any  
8 undertakings that have no potential to affect historic properties; and  
9

10 **WHEREAS**, in accordance with 36 CFR Part 800.6, the Park notified the ACHP of the  
11 development of this PA and the ACHP chose to participate in the consultation; and  
12

13 **WHEREAS**, federally recognized American Indian Tribes are recognized by the U.S.  
14 government as sovereign nations in treaties and as unique political entities in a government-to-  
15 government relationship with the United States; and  
16

17 **WHEREAS**, the traditionally associated Tribes (Tribes) retain important prehistoric and historic  
18 cultural and spiritual connections to the Grand Canyon and previously identified the Grand  
19 Canyon, from rim to rim, with the Colorado River and its associated elements as eligible for  
20 listing in the National Register of Historic Places (National Register) as a Traditional Cultural  
21 Property (TCP) and the SHPO concurred in a consensus determination of National Register  
22 eligibility on July 28, 2011; and  
23

24 **WHEREAS**, the Park has consulted with the Havasupai Tribe, Hopi Tribe, Hualapai Tribe,  
25 Kaibab Band of the Paiute Indians, Las Vegas Paiute Tribe of Paiute Indians, Moapa Band of  
26 Paiute Indians, Navajo Nation, Paiute Indian Tribe of Utah, Pueblo of Zuni, San Juan Southern  
27 Paiute Tribe, and Yavapai-Apache Nation on the development of this PA, and the Tribes are  
28 invited to concur on this PA; and  
29

30 **WHEREAS**, the Park satisfied the public involvement requirements in accordance with 36 CFR  
31 Part 800.2(d) by providing the public a thirty (30) day opportunity to review and comment on  
32 this PA; and  
33

34 **WHEREAS**, signatories and concurring parties are considered Parties to the agreement; and  
35

36 **WHEREAS**, the signing of this agreement shall not supersede or abrogate the 2008 Nationwide  
37 PA among the NPS, ACHP, and the National Conference of State Historic Preservation Officers  
38 (NCSHPO), or any other agreement document that is applicable to Park undertakings; and  
39

40 **NOW, THEREFORE**, the Park, ACHP, and SHPO mutually agree that the NPS will carry out  
41 all necessary Section 106 responsibilities with respect to operation, management, and  
42 administration of the Park in accordance with the following stipulations.  
43

#### 44 **STIPULATIONS**

45  
46 The NPS shall ensure that the following stipulations are carried out:

1  
2 **I. DEFINITIONS**

3  
4 This PA follows the definitions in 36 CFR Part 800.16 unless otherwise specified.  
5

6 **II. ROLES, RESPONSIBILITIES, AND PROFESSIONAL QUALIFICATIONS**

7  
8 A. Superintendent

9  
10 The Superintendent is the responsible agency official as defined in 36 CFR Part 800.2(a) for  
11 purposes of Section 106 compliance and the implementation of this PA. The superintendent  
12 has delegated signature authority for this PA to the Division Chief of Planning, Environment,  
13 and Projects.  
14

15 B. Section 106 Coordinator

16  
17 The Park Section 106 Coordinator provides day-to-day staff support for Section 106  
18 undertakings and serves as liaison among Park personnel, the NPS Regional Office, NPS  
19 Centers, consulting parties, and others involved in undertakings. The coordinator makes  
20 recommendations to the superintendent regarding the appropriate course of action under this  
21 PA, including whether an undertaking constitutes a Section 106 undertaking.  
22

23 C. Tribal Program Manager and Tribal Program Coordinator

24  
25 The Park Tribal Program Manager and Tribal Program Coordinator provide day-to-day staff  
26 support for Section 106 consultation with the Tribes and communicate Tribal concerns,  
27 suggestions, and recommendations to the Superintendent, Cultural Resources Management  
28 Team (CRM Team), other NPS staff, and other consulting parties involved in the undertaking  
29 (as applicable). The Tribal Program Manager and Tribal Program Coordinator make  
30 recommendations to the Superintendent regarding the appropriate course of action under this  
31 PA for Tribal consultation.  
32

33 D. Cultural Resources Management Team

- 34  
35 1. The Park CRM Team shall provide expertise and technical advice to the  
36 Superintendent and the Park Section 106 Coordinator for purposes of Section 106  
37 compliance and implementation of this PA. The number of individuals who comprise  
38 the CRM Team for each undertaking is not static and will include all disciplines  
39 relevant to the historic property and the undertaking.  
40  
41 2. The Park CRM Team includes the Section 106 Coordinator and the Tribal Program  
42 Manager.  
43  
44 3. Members of the Park CRM Team may act as the Section 106 Coordinator, providing  
45 the same support and recommendations.  
46

- 1 4. The CRM Team members who are federal employees shall meet the qualifications  
2 stipulated in the Secretary of Interior's Professional Qualification Standards.

### 3 4 **III. UNDERTAKINGS ELIGIBLE FOR PROGRAMMATIC REVIEW**

5  
6 The programmatic review process may be used for undertakings listed in Appendix A including  
7 activities that may or will affect National Historic Landmarks.

#### 8 9 A. Evaluating Types of Undertakings for Programmatic Review Eligibility

- 10  
11 1. The Section 106 Coordinator and other members of the CRM Team shall determine if  
12 each proposed undertaking is included in the activities listed in Appendix A and meets  
13 the conditions for programmatic review.  
14
- 15 2. If an undertaking is not covered in Appendix A but is comparable in scope, scale, and  
16 effect to a listed activity and meets the conditions for programmatic review, the  
17 Section 106 Coordinator or another designated member of the CRM Team will consult  
18 with SHPO by email to determine if the undertaking can be added to Appendix A. If  
19 SHPO agrees that the undertaking is comparable to a listed activity, then the PA may  
20 be used for the Section 106 pathway for the undertaking, and the undertaking will be  
21 added to Appendix A following the agreed upon process and included in the annual  
22 report. The PA body will not be revised, just Appendix A.  
23
- 24 3. If an undertaking is not comparable in scope, scale, and effect to an activity listed in  
25 Appendix A, the Section 106 Coordinator or another designated member of the CRM  
26 Team shall formally consult with SHPO to obtain concurrence before implementing the  
27 undertaking. Consultation may also occur with SHPO to add the undertaking as an  
28 activity to Appendix A. If accepted by SHPO then the new activity will be added to  
29 Appendix A following the agreed upon process and included in the annual report. The  
30 PA body will not be revised, just Appendix A.  
31
- 32 4. The annual report shall include descriptions of activities added to Appendix A and the  
33 date that SHPO agreed the activities could be added so that signatories may track and  
34 comment on the Park's use of the programmatic review.  
35
- 36 5. Undertakings meeting conditions for programmatic review will be documented in the  
37 annual report, which will be prepared by the Section 106 Coordinator.  
38
- 39 6. Undertakings determined to be eligible for programmatic review require no further  
40 Section 106 consultation with SHPO.  
41
- 42 7. Undertakings not meeting conditions for programmatic review under this PA or another  
43 Section 106 agreement document will follow the Standard Review Process in 36 CFR  
44 Part 800.3-800.6.  
45  
46

1 B. Considerations for Evaluating Specific Undertakings for Programmatic Review

- 2
- 3 1. The SHPO agrees that the Park shall define the area of potential effect (APE) but need
- 4 not conduct consultation on the definition of the APE. If unusual circumstances arise,
- 5 the Park may coordinate with the SHPO in defining the APE.
- 6
- 7 2. In order to use the programmatic review process for an undertaking, the APE must be
- 8 identified for individual undertakings including an appropriate buffer, as needed. The
- 9 APE identification will consider all physical, visual, auditory, atmospheric, and
- 10 cumulative effects.
- 11
- 12 3. Historic properties within the APE must be identified and evaluated sufficient to assess
- 13 effects on those resources. Inventory records should be periodically reviewed and
- 14 updated, as necessary, to ensure data on historic properties, including condition
- 15 information, is current, and any previous evaluations of significance remain accurate.
- 16
- 17 4. The APE and historic properties identification and evaluation information will be
- 18 provided upon SHPO request. New determination's of National Register eligibility
- 19 (DOEs) will be included in the annual report.
- 20
- 21 5. The finding of effect must be no historic properties affected or no adverse effect as
- 22 determined by the park CRM Team. Undertakings with a finding of adverse effect
- 23 must follow the Standard Review Process in 36 CFR Part 800 or another applicable
- 24 Section 106 agreement document.
- 25
- 26 6. The undertaking shall be consistent with the Secretary of the Interior's Standards for
- 27 the Treatment of Historic Properties (SOI Standards) to avoid adverse effects and
- 28 maintain the integrity of location, setting, design, material, workmanship, feeling, and
- 29 association.
- 30

31 C. No Historic Properties in APE

- 32
- 33 1. All undertakings with no historic properties in the APE will be documented in the
- 34 annual Section 106 report.
- 35
- 36 2. No other consultation will occur with SHPO and no other documentation will be sent
- 37 to SHPO unless SHPO requests additional information.
- 38

39 D. Historic Properties Not Formally Evaluated for National Register Eligibility

- 40
- 41 1. Unevaluated resources that are less than 50 years old during the duration of an
- 42 undertaking or plan and meet National Register Criterion G consideration (properties
- 43 that achieved significance within the past fifty years), as determined by the CRM
- 44 Team shall be considered historic properties and treated as National Register eligible
- 45 for the purposes of Section 106 until a formal determination of eligibility is completed
- 46 for the historic property in consultation with SHPO and Tribes as applicable.

1  
2 2. Unevaluated resources that are less than 50 years old during the duration of an  
3 undertaking or plan and that do not meet National Register Criterion G do not require  
4 consultation with SHPO for a determination of National Register eligibility and will  
5 be considered ineligible for National Register listing.  
6

7 3. Unevaluated resources that are 50 years old or older during the duration of an  
8 undertaking or plan shall be treated as National Register eligible for the purposes of  
9 Section 106 until a formal determination of eligibility is completed for the resource in  
10 consultation with SHPO and Tribes as applicable. These resources shall be considered  
11 historic properties.  
12

#### 13 **IV. EMERGENCY AND EMERGENCY ACTIONS**

14  
15 A. Emergency actions are those actions deemed necessary as an immediate and direct  
16 response to an emergency, which is a disaster or emergency declared by the President,  
17 Tribal government, or the governor of the state, or other immediate threats to life or  
18 property. Emergency actions are only those implemented within thirty (30) days from the  
19 initiation of the emergency and shall follow 36 CFR Part 800.12(b)(2).  
20

21 B. Local emergency actions (emergencies outside the definition of 36 CFR. 800.12) are those  
22 actions deemed necessary to preserve life (including wildlife), health, or property. The  
23 Park Superintendent, any local government (state agency, county, or municipality), or  
24 Tribe may identify a local emergency. Emergency actions are only those actions required  
25 to resolve the emergency at that time and they are limited to undertakings that will be  
26 implemented within thirty (30) days after the emergency has been declared.  
27

28 C. The Superintendent or Section 106 Coordinator or another member of the CRM Team will  
29 notify the SHPO and Tribes, as appropriate, of the declared emergency and any necessary  
30 actions required to protect National Register eligible or listed properties as soon as  
31 conditions permit, for those actions not covered by this PA or another applicable agreement  
32 document. After the necessary emergency actions are completed, NPS will provide a  
33 report to SHPO and Tribes, as appropriate. Continued consultation with SHPO and Tribes  
34 may be necessary to provide additional protection and preservation of historic properties  
35 after the initial emergency actions have occurred.  
36

37 D. For those actions that are covered by this PA, the Superintendent, Section 106 Coordinator,  
38 or another member of the CRM Team will notify SHPO and Tribes of the declared  
39 emergency and any necessary action required to protect National Register eligible or listed  
40 properties. The actions will be documented in the annual report. No other documentation  
41 will be sent to SHPO and Tribes unless SHPO or Tribes request additional information  
42 after reviewing the annual report.  
43  
44  
45

## V. UNANTICIPATED DISCOVERIES

- 1  
2  
3 A. If previously unrecorded or buried cultural or historic resources are discovered during any  
4 portion of an undertaking, work at that location will immediately cease, and an assessment  
5 made by an archaeologist or another qualified Cultural Resources Specialist. The NPS  
6 will notify SHPO, and Tribes, as appropriate. Work in that area will not resume until the  
7 resources are identified and documented, and an appropriate mitigation strategy developed  
8 and implemented in consultation with SHPO and, as appropriate, Tribes. The discovery  
9 will be documented in the annual report.  
10  
11 B. If preservation, repair, rehabilitation or other work to historic buildings and structures  
12 discovers previously unknown conditions, architectural features, or historic objects work  
13 at that location will immediately cease, and an assessment made by an architect or  
14 another qualified Cultural Resources Specialist. The NPS will notify SHPO, as  
15 appropriate. Work in that area will not resume until the resources are identified and  
16 documented, and an appropriate mitigation strategy developed and implemented in  
17 consultation with SHPO, as appropriate. The discovery will be documented in the annual  
18 report.  
19

## VI. ENCOUNTERS OF HUMAN REMAINS

20  
21  
22 In the unlikely event that human remains, funerary objects, sacred objects, or objects of cultural  
23 patrimony are encountered during any portion of an undertaking, provisions outlined in the  
24 Native American Graves Protection and Repatriation Act and the Park's Memorandum of  
25 Agreement Regarding Collections, Inadvertent Discovery, and Intentional Excavation of Native  
26 American Human Remains, Funerary Objects, Sacred Objects, and Objects of Cultural  
27 Patrimony (NPS 2007) shall be followed.  
28

## VII. DURATION

29  
30  
31 This PA will commence on the date a copy signed by the signatories (Grand Canyon National  
32 Park Superintendent, Advisory Council on Historic Preservation, and the State Historic  
33 Preservation Officer or their designees) filed with the ACHP and shall remain in effect for ten  
34 (10) years following the date of the final signature. This PA may be extended if amended in  
35 writing by the signatories before its expiration.  
36

## VIII. AMENDMENTS

- 37  
38  
39 A. This PA excluding all appendices may be amended when an amendment is agreed to in  
40 writing by the signatories. Any amendment may be executed in counterparts each of  
41 which shall be deemed an original and all of which together shall constitute one and the  
42 same instrument. The amendment shall be effective on the date a copy is signed by all  
43 signatories.  
44  
45 B. The Park shall transmit all executed PA amendments to all Parties of this agreement.  
46

1 C. The Park shall post PA amendments for the public to review.

2  
3 D. Appendix A and any other appendices may be modified through agreement of the NPS –  
4 Grand Canyon National Park and the SHPO without requiring amendment of the PA itself.

5  
6 E. Modifications to appendices do not need to be posted for public review.  
7

## 8 **IX. REPORTING AND ANNUAL MEETING**

9  
10 A. NPS shall report annually on the undertakings undertaken under this PA to SHPO, Tribes  
11 invited to be concurring parties, and the NPS Intermountain Region Historic Preservation  
12 Partnerships Program - National Historic Landmarks. This report may be submitted at the  
13 same time and may be in the same format with the same report topics as the annual report  
14 for the 2008 Nationwide PA, but it will be a separate report.  
15

16 B. The report may be in table format and will include:

- 17 1. Undertakings meeting conditions for programmatic review and described in Appendix  
18 A. Undertakings Eligible for Programmatic Review.  
19
- 20 2. Undertakings meeting conditions for programmatic review as described in III. that are  
21 not listed in Appendix A, but that the Park and SHPO deemed comparable in scope,  
22 scale, and effect to the undertakings listed in Appendix A.  
23
- 24 3. Undertakings that are not comparable in scope, scale, and effect to an activity listed in  
25 Appendix A, but SHPO has been formally consulted and concurred with adding them  
26 to Appendix A.  
27
- 28 4. Surveys and inventories conducted for undertakings meeting conditions for  
29 programmatic review that are listed in the annual report.  
30
- 31 5. The Park shall summarize all PA amendments and revisions of appendices in the  
32 annual report.  
33

## 34 **X. MEETING AND REVIEW**

35  
36 A. NPS shall meet with SHPO biennially to review the implementation of this PA. This  
37 meeting shall be held at the same time as the biennial meeting for the 2008 Nationwide  
38 PA.  
39

40  
41 B. NPS shall meet with ACHP and with Tribes annually if requested by NPS, ACHP, or  
42 Tribes.  
43  
44  
45



## 1 **XI. COMMUNICATIONS AMONG PARTIES TO THIS PA**

2  
3 Electronic mail (email) may serve as the official correspondence method for all communications  
4 regarding this Agreement and its provisions. It is the responsibility of the signatories (Grand  
5 Canyon National Park, the Advisory Council on Historic Preservation, and the State Historic  
6 Preservation Officer) to immediately inform each other by email of any change in name, address,  
7 email address, or phone number of any point-of-contact.  
8

## 9 **XII. DISPUTE RESOLUTION**

- 10  
11 A. Should any signatory to this PA object at any time to any actions proposed or the manner  
12 in which the terms of this PA are implemented, NPS shall notify the signatories and  
13 concurring parties of the objection and consult with such parties to resolve the objection.  
14 If the objection is resolved through consultation, the NPS may authorize the disputed  
15 action to proceed in accordance with the terms of such resolution.  
16  
17 B. If the NPS determines that such objection cannot be resolved, NPS shall notify signatories  
18 and concurring parties and forward all documentation relevant to the dispute, including the  
19 NPS 's proposed resolution, to the ACHP. The ACHP will provide NPS with its advice on  
20 the resolution of the objection within thirty (30) calendar days of receiving adequate  
21 documentation. Before reaching a final decision on the dispute, NPS will prepare a written  
22 response that considers any timely advice or comments regarding the dispute from the  
23 ACHP and any signatories and concurring parties and provide them with a copy of the  
24 written response. NPS shall then proceed according to its final decision.  
25  
26 C. If the ACHP does not provide its advice regarding the dispute within thirty (30) calendar  
27 days, NPS may make a final decision on the dispute and proceed accordingly. Before  
28 reaching such a final decision, NPS shall prepare a written response that takes into account  
29 any timely comments regarding the dispute from the signatories and concurring parties to  
30 the PA and provide them and the ACHP with a copy of the written response.  
31  
32 D. The NPS responsibility to carry out all other actions subject to the terms of this PA that are  
33 not the subject of the dispute will remain unchanged.  
34

## 35 **XIII. TERMINATION**

- 36  
37 A. If any signatory (Grand Canyon National Park Superintendent, Advisory Council on  
38 Historic Preservation, and the State Historic Preservation Officer or their designees) to this  
39 PA determines that its terms will not or cannot be carried out, the signatory proposing  
40 termination shall provide thirty (30) calendar days written notification to the other  
41 signatory to explain the reasons for proposing termination and shall consult with the other  
42 signatory to attempt to develop an amendment in lieu of termination.  
43  
44 B. If within thirty (30) calendar days or another time period agreed to by the signatories, such  
45 consultation results in an amendment to this Agreement avoiding termination, the  
46 signatories shall proceed to amend the Agreement pursuant to Stipulation VIII and carry

1 out its provisions as amended.

2  
3 C. If an amendment cannot be agreed to, any signatory may terminate the PA upon written  
4 notification to the other signatories. Upon termination of this Agreement in its entirety, the  
5 NPS will take into account, and respond to the comments of the ACHP under 36 CFR Part  
6 800.7. NPS shall notify the other signatory as to the course of action it will pursue.

7  
8 D. Upon termination of this Agreement, all consultation for individual undertakings that  
9 would otherwise be reviewed under this agreement shall comply with 36 CFR Part 800 or  
10 other relevant agreements unless a different outcome results from taking into account and  
11 responding to the ACHP comments.

#### 12 13 **XIV. SEVERABILITY**

14  
15 If any stipulation, paragraph, sentence, clause, or phrase in this PA is, for any reason, held to be  
16 unconstitutional or invalid or ineffective, such decision will not affect the validity or  
17 effectiveness of the remaining portions of this PA. The signatories shall consult to determine  
18 whether an amendment to this PA is needed.

#### 19 20 **XV. ANTI-DEFICIENCY ACT STATEMENT**

21  
22 The stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act (31  
23 USC. 1341 (1998)). This Agreement shall be subject to available funding, and nothing in this  
24 Agreement shall bind the State or National Park Service to expenditures in excess of funds  
25 authorized and appropriated for the purposes outlined in this Agreement. If compliance with the  
26 Anti-Deficiency Act alters or impairs NPS ability to implement the stipulations of this  
27 Agreement, NPS will consult in accordance with the Amendment, Dispute Resolution, or  
28 Termination stipulations as specified in this PA.

#### 29 30 **XVI. CONFIDENTIALITY**

31  
32 To the maximum extent allowed by federal and state law, the NPS will maintain confidentiality  
33 of sensitive information regarding historic properties that could be damaged through looting or  
34 disturbance, or to help protect a historic property to which a Tribe attaches religious or cultural  
35 significance. However, any documents or records the NPS has in its possession are subject to the  
36 Freedom of Information Act (FOIA) (5 USC 552 et. seq.) and its exemptions, as applicable. The  
37 NPS will evaluate whether a FOIA request for records or documents would involve a sensitive  
38 historic property, or a historic property to which a Tribe attaches religious or cultural  
39 significance, and if such documents contain information that the NPS is authorized to withhold  
40 from disclosure by other statutes including Section 304 of the NHPA, as well as the  
41 Archaeological Resources Protection Act. If this is the case, then the NPS will consult with the  
42 Keeper of the National Register and the ACHP regarding withholding the sensitive information.  
43 If a Tribally sensitive property is involved, the NPS will consult with the relevant Tribe before  
44 deciding, in response to a FOIA request.

1 **XVII. COUNTERPART SIGNATURES**

2  
3 This PA may be executed in counterparts each of which shall be deemed an original and all of  
4 which together shall constitute one and the same instrument. Concurring parties to this  
5 Agreement may sign this Agreement after its execution, without amendment. Execution and  
6 delivery of this Agreement by facsimile or electronic mail shall be sufficient for all purposes and  
7 shall be binding on any party to this Agreement.

8  
9 **Execution of this PA by the NPS, ACHP, and SHPO and implementation of its terms**  
10 **evidence that the NPS has taken into account the effects of the undertakings on historic**  
11 **properties and afforded the ACHP an opportunity to comment.**

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**SIGNATORIES:**

**NATIONAL PARK SERVICE**

\_\_\_\_\_  
**Robert B. Parrish** \_\_\_\_\_  
**Division Chief – Planning, Environment, and Projects Date**  
**Grand Canyon National Park**

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

\_\_\_\_\_  
**Reid J. Nelson** \_\_\_\_\_  
**Executive Director Date**

**STATE HISTORIC PRESERVATION OFFICE**

\_\_\_\_\_  
**Kathryn Leonard** \_\_\_\_\_  
**State Historic Preservation Officer Date**

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9

10  
11 **CONCURRING PARTIES:**  
12

13  
14 **Havasupai Tribe**  
15

16  
17  
18  
19 \_\_\_\_\_ **Date**  
20  
21

22  
23 **Hopi Tribe**  
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25  
26  
27  
28 \_\_\_\_\_ **Date**  
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30

31  
32 **Hualapai Tribe**  
33

34  
35  
36  
37 \_\_\_\_\_ **Date**  
38  
39

40  
41 **Kaibab Band of Paiute Indians**  
42

43  
44  
45  
46 \_\_\_\_\_ **Date**

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**CONCURRING PARTIES:**

**Las Vegas Paiute Tribe of Paiute Indians**

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**Name and Title** **Date**

**Moapa Band of Paiute Indians**

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**Name and Title** **Date**

**Navajo Nation**

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**Name and Title** **Date**

**Paiute Indian Tribe of Utah**

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**Name and Title** **Dat**

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3 **PROGRAMMATIC AGREEMENT**  
4 **BETWEEN THE**  
5 **NATIONAL PARK SERVICE AT GRAND CANYON NATIONAL PARK, THE**  
6 **ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND THE ARIZONA**  
7 **STATE HISTORIC PRESERVATION OFFICER**  
8 **FOR PROGRAMMATIC REVIEW IN COMPLIANCE WITH**  
9 **SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT**  
10 **AT GRAND CANYON NATIONAL PARK**

11  
12 **CONCURRING PARTIES:**

13  
14  
15 **Pueblo of Zuni**

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17  
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19 \_\_\_\_\_  
20 **Name and Title** **Date**

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24 **San Juan Southern Paiute Tribe**

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29 **Name and Title** **Date**

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33 **Yavapai-Apache Nation**

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38 **Name and Title** **Date**  
39

## APPENDIX A - ACTIVITIES ELIGIBLE FOR PROGRAMMATIC REVIEW

### Overview

1. The programmatic review of activities may be used for routine repairs necessary to continue use of a historic property, but it is not intended to apply to a series of individual projects that cumulatively result in the complete rehabilitation or restoration of a historic property.
2. The Section 106 Coordinator and other members of the CRM Team shall determine if each proposed project fits within the description of an activity listed in Appendix A and does not require standard Section 106 consultation with the State Historic Preservation Office (SHPO).
3. The criteria for using this PA is specifically limited to the activities herein (and those determined similar in nature and scope per agreement between NPS and SHPO), and a finding of No Historic Properties Affected or No Adverse Effect.

### Appendix A - Activities

#### **1. Preservation Maintenance, Repair, and Rehabilitation – Applicable to Appendix A Activities**

A. All preservation, maintenance, repair, modification, rehabilitation, and installation activities for historic properties provided that the activities would not adversely affect their character defining features.

B. All preservation, maintenance, repair, modification, rehabilitation, removal, and installation activities for non-historic properties including within the setting of a historic property provided that the activities would not adversely affect historic properties and their character defining features.

C. All preservation, maintenance, repair, modification, rehabilitation, replacement, and removal of non-historic or non-character defining features, materials, and debris including within a historic property provided that the activities would not adversely affect historic properties and their character defining features.

#### D. Use of Substitute Materials

1. The National Park Service (NPS) Technical Preservation Services (TPS) Preservation Brief 16 The Use of Substitute Materials on Historic Building Exteriors should be consulted for guidance on when it is appropriate to use substitute materials and what are appropriate material choices.

2. Substitute materials may be used when the following conditions are met, as stated in Preservation Brief 16 and the Secretary of the Interior's (SOI) Standards for the Treatment of Historic Properties and Guidelines for Rehabilitation:

- a. Replacing historic materials with substitute materials should only be



1 considered when damage or deterioration is too severe to make repair feasible  
 2 and replacement in kind is not possible, as determined through review with a  
 3 qualified cultural resources professional.

- 4
- 5 b. The historic material is unavailable, performs poorly, or environmental  
 6 pressures or code-driven requirements necessitate a change in material.  
 7
- 8 c. When replacement of a distinctive feature is necessary, the new feature must  
 9 match the old in composition, design, color, texture, and other visual  
 10 properties, and where possible, materials.  
 11
- 12 d. When using a substitute material for replacement it is critical that it closely  
 13 match the historic material in all of its visual and physical properties to  
 14 preserve the historic character and to minimize the impact on its integrity.  
 15

## 16 **2. Buildings and Structures**

17

18 A. Sustainable energy improvements made according to the SOI Illustrated Guidelines on  
 19 Sustainability for Rehabilitating Historic Buildings (2013).  
 20

21 B. Abatement and sampling/testing of hazardous materials within the building or structure  
 22 which does not involve alteration or removal of any character defining features. Damaged  
 23 areas should be patched and have a visually similar finish.  
 24

25 C. Roofing repair and in kind replacement if feasible, gutters and downspouts repair, and  
 26 installation of new gutters and downspouts. Paint gutters and downspouts to match or be  
 27 visually compatible with adjacent surfaces.  
 28

29 D. Repair or replace roof flashing, fascia, and eaves. Roof sheathing does not need to be  
 30 replaced in kind.  
 31

32 E. Replacement of existing shingles including replacement with a fire-resistant shingle  
 33 product that the SHPO has previously been consulted on and has concurred that it is not an  
 34 adverse effect.  
 35

36 F. Chimney and chimney-features cleaning and repair, decommissioning, temporary  
 37 stabilization (such as compatible, non-intrusive bracing, strapping, or enclosure), repointing  
 38 mortar compatible with existing mortar, stone repair, stone cleaning using non-abrasive  
 39 mechanical or non-damaging chemical methods, and flue liner replacement. Any visible  
 40 repointing of stonework or stone repair shall be in kind.  
 41

42 G. Repair or replacement of historic windows, doors, and hardware with replacements that  
 43 match or are similar to existing windows and doors in operation, glazing, sash pattern,  
 44 material, and size. They shall closely approximate the design configuration of the existing  
 45 windows and doors (including size and location on the building).  
 46

47 H. Repair, alteration, or replacement of non-historic windows, doors, and hardware. This

1 includes modifications to meet egress standards, and American with Disabilities Act (ADA)  
2 and Architectural Barrier Act (ABA) requirements.

3  
4 I. Repair or replacement of interior floor, wall, and ceiling surfaces, including where required  
5 to repair or remediate damage or environmental hazards (such as water leaks, lead paint  
6 abatement, asbestos abatement, etc.).

7  
8 J. Painting, staining, and oiling exterior and interior surfaces in kind or with the historical  
9 finish provided that destructive surface preparation treatments are not used, for example, high  
10 pressure spray, destructive chemical cleaning or stripping. Latex paint should not be used on  
11 historic wood elements.

12  
13 K. Interior rehabilitation which maintains the sequence of spaces and circulation patterns and  
14 other character-defining features, for example built in cupboards, room size and height,  
15 doorways, windows, and finishes.

16  
17 L. Foundation repair that maintains any character-defining features and materials.

18  
19 M. Repair or replacement of porches and porch features, for example railings, stairs, or other  
20 trim.

21  
22 N. Installation, maintenance, modification, and rehabilitation of light fixtures on buildings and  
23 structures, including retrofitting historic lights to be dark sky compatible, and installing new  
24 fixtures.

25  
26 O. Removal and exclusion of pests, for example installing door sweeps, plugging access  
27 points, termite bait treatments, exclusionary netting, and repairing pest damage.

28  
29 P. Installation or replacement of weather stripping and insulation in ceilings, attics, walls, and  
30 floors.

31  
32 Q. Installation of free-standing indoor water bottle filling stations and drinking fountains in  
33 secondary spaces, for example near restrooms.

34  
35 R. Installation of temporary or permanent art and other exhibits that are installed in a  
36 reversible, non-destructive manner. When the art and exhibits are removed, patch the holes,  
37 for example from nails or screws.

### 38 39 **3. Trails, Paths, and Sidewalks**

40  
41 A. Repair, regrading, milling, graveling, paving, resurfacing, replacing, and other  
42 maintenance to existing trails, paths, sidewalks, and associated features while remaining in the  
43 existing footprint (no expansion).

44  
45 B. Removal of non-historic trails, social trails, paths, sidewalks, and associated features.  
46

1 C. Establishing new or realigning existing non-historic trails, paths, and sidewalks and  
2 associated features in previously surveyed areas with no historic properties present.

3  
4 D. Changing the material or color of existing, non-historic surfaces.

5  
6 E. Maintenance, repair, and replacement of walls and other features associated with trails,  
7 paths, and sidewalks, such as retaining walls. Historic features will be repaired or replaced in  
8 kind.

9  
10 F. Rehabilitating the landscape associated with abandoned or removed trails and social trails,  
11 paths, and sidewalks. Rehabilitation may include planting vegetation; installing temporary  
12 irrigation lines; raking or recontouring soil; and placing rocks, small logs, and using other  
13 methods to blend the area in with the surrounding landscape and redirect foot traffic.

14  
15 G. Installing, maintaining, repairing, modifying, or replacing features such as trail markers,  
16 signs, gates, or other physical barriers and removing non-historic features. Historic features  
17 will be replaced in kind. Plastic signs and other plastic features should be avoided in historic  
18 districts.

19  
20 H. Maintenance, repair, replacement, and installation of small-scale features such as foot  
21 bridges across drainages.

22  
23 I. Installation, maintenance, repair, and replacement of drainage features such as culverts,  
24 headwalls, subsurface drains, ditches, curbs, water bars, swales, riprap, and minor grading of  
25 adjacent terrain, and removing non-historic features. .

26  
27 J. Gathering rocks, soil, and logs for use in trail repair. Materials will be gathered from the  
28 surrounding area following consultation with an archaeologist to ensure that archaeological  
29 resources are avoided.

30  
31 K. Temporary staging of equipment or supplies in paved or previously disturbed areas or  
32 areas surveyed by an archaeologist and determined to have no archaeological resources.

33  
34 L. Installation of trail counters and similar equipment.

35  
36 M. Establishment of inner canyon borrow sites/pits to provide materials for trail work,  
37 provided the sites/pits and associated access routes are not in an archaeological site as  
38 determined by an archaeologist, and are outside of primary viewsheds.

#### 39 40 **4. Roads and Parking Areas**

41  
42 A. Maintenance, repair, resurfacing, rehabilitating, replacing, and removing non-historic  
43 roads, parking areas, and associated features (for example, bridges, curbing, and drainage  
44 features). Removal of debris, snow, and ice are included under maintenance activities.

45  
46 B. Minor relocation (shifting) of roads and parking areas.

1  
2 C. Changing existing surfaces (for example, from dirt to paved), or adding pullouts adjacent  
3 to roads.

4  
5 D. Construction of minor roads and parking areas whether paved or unpaved.  
6

7 E. Adding, maintaining, or repairing paint striping and driver information on paved roads and  
8 parking areas, including but not limited to fog lines, cross walks, parking spaces, and  
9 direction arrows.

10  
11 F. Installing, maintaining, repairing, modifying, replacing, relocating, or removing road and  
12 parking area-associated features such as snow poles, rumble strips, speed bumps, traffic signs,  
13 guardrails, gates, or other physical barriers as appropriate (for example, boulders, highway  
14 safety posts and markers, logs, and vegetation). If safety posts and markers don't need to be  
15 yellow, a color that blends with the natural setting is preferred.  
16

17 G. Installation, maintenance, repair, replacement, and removal of non-historic drainage  
18 features such as culverts, headwalls, subsurface drains, ditches, curbs, gutters, water bars,  
19 swales, riprap, and minor grading of adjacent terrain. .  
20

21 H. Changes in function or use of a road or parking area such as re-directed traffic flow or  
22 using pull-outs and parking areas for temporary construction staging.  
23

24 I. Rehabilitate the landscape where abandoned or removed roads and parking areas are located  
25 and are not in an archaeological site as determined by an archaeologist. Rehabilitation may  
26 include planting vegetation, installing temporary irrigation lines, raking or recontouring soil,  
27 and other methods to blend the area with the surrounding landscape.  
28

## 29 **5. Health and Safety**

30  
31 A. Non-destructive activities to address health and safety problems (for example, application  
32 of NPS-approved surface pesticide treatments or treatments to address vector-borne  
33 pathogens).  
34

35 B. Testing, removing, and remediating potentially contaminated soil, and re-establishing  
36 ground contours. An archaeologist must first review the location to identify if any  
37 archaeological resources may be present, and if present identify measures to record and  
38 protect the resources and identify if archaeological monitoring is needed during the ground  
39 disturbance.  
40

41 C. Removal of hazardous substances within previously disturbed areas such as modern dump  
42 sites or contaminated ground water.  
43

44 D. Removal or encapsulation of hazardous substances within a building or structure (for  
45 example, asbestos, lead-based paint) if alteration or removal of character-defining features is  
46 not necessary.

1  
2 E. Removal and replacement of underground or above-ground tanks and related supply and  
3 distribution lines (for example, water, oil, fuel, and septic). Above-ground tanks that are  
4 replaced within historic properties will have the same or similar size and footprint.

5  
6 F. Maintenance, upgrade, installation, and removal of fire detection and suppression systems,  
7 security alarm systems, key boxes, carbon monoxide detectors, and other similar systems.

8  
9 G. Installation or modification of safety measures on stairs and hand railings, including  
10 raising railing height and adding railings.

## 11 12 **6. Accessibility**

13  
14 A. Installation, maintenance, modification, and removal of ramps and sloped walkways,  
15 parking spaces, campsites, and other landscape features including but not limited to regrading  
16 and resurfacing to meet ABAAS (Architectural Barriers Act Accessibility Standards)

17  
18 B. Meeting accessibility standards in or on historic buildings and structures. This includes but  
19 is not limited to installation, maintenance, modification, and removal of accessibility features  
20 in the interior or exterior of historic buildings and structures such as door openers and posts,  
21 modification or addition of handrails, modification of restrooms, and installation of  
22 compatible ramps to building entrances.

## 23 24 **7. Vegetation**

25  
26 A. Removal of exotic and native vegetation from within archaeological sites as needed to  
27 prevent damage caused by root growth or prevent damage by fire. All work will be  
28 completed with hand tools and under dry conditions. An archaeologist shall review and  
29 approve all ground disturbance associated with vegetation removal within archaeological site  
30 boundaries to ensure that adverse effects are avoided. An archaeologist will flag site  
31 boundaries and non-contributing portions of the site, or an archaeological monitor will be  
32 present during ground-disturbing activities.

33  
34 B. Maintaining, and managing trees, shrubs, and other vegetation (for example, pruning,  
35 thinning, limbing, trimming, removing, or salvaging by hand or with tools) and chipping  
36 downed vegetation and applying mulch.

37  
38 C. Planting new vegetation or seeding in areas where no archaeological resources or historic  
39 buildings or structures will be adversely affected by plant or tree growth (for example, by tree  
40 roots or overhanging branches); installing temporary small plant cages to protect vegetation.

41  
42 D. Installing and maintaining temporary and permanent irrigation systems in previously  
43 surveyed areas where no historic properties are present.

44  
45 E. Directional felling, limbing, and removal of trees with avoidance of damage to historic  
46 properties including archaeological sites and historic buildings and structures. Logs left in

1 place should not generate risk of indirect effects to historic properties, for example, from  
2 burning.

3  
4 F. Vegetation inventory and monitoring activities that will not involve ground disturbance in  
5 archaeological sites.

## 6 7 **8. Landscapes**

8  
9 A. Maintenance, repair, and rehabilitation of historic landscape features.

10  
11 B. Grading terrain, slope stabilization, and installing minor drainage/runoff, erosion, and  
12 sediment control features, for example constructing water bars adjacent to small scale  
13 landscape features to facilitate water run-off, such as from rain or snowmelt; placing matting,  
14 netting, bales, wattles, mulch, riprap, sod, and silt fences; and grading.

15  
16 C. Removal of natural and human-made debris following fire, weather, or geologic events, for  
17 example burned vegetation, rock fall, flood, or heavy rain. Debris within its physical context  
18 may be evaluated by a specialist within the CRM Team to determine if it contains salvageable  
19 material from a historic property.

20  
21 D. Decompaction of soil, contouring to adjacent landscape, mulching, or obstructing access to  
22 areas with logs, rocks, fencing, or natural camouflage to discourage use.

23  
24 E. Disassembly of non-historic cairns, rock features, campfire rings, and dispersal of charcoal  
25 that have been determined to not be archaeological resources by a qualified archeologist (e.g.,  
26 meeting Secretary of the Interior's Standards). Features must not be associated with  
27 contemporary traditional use by Federally Recognized American Indian Tribes and  
28 traditionally associated American Indian Tribes.

29  
30 F. Installation, maintenance, repair, modification, removal, or replacement of non-historic  
31 features such as but not limited to picnic tables, campsites, tent pads, RV pads, electrical  
32 pedestals, food storage lockers, fire grates, wood boxes, fee collection boxes, trash and  
33 recycling containers, dumpsters, benches, kiosks, bus stop shelters, drinking fountains, water  
34 bottle filling stations, water spigots, fire hydrants, hose houses, flag poles, bike racks, hitching  
35 rails, phone booths, sheds, walls, and steps. Paved pads for these features may be installed,  
36 repaired, replaced, or removed.

37  
38 G. Installation, repair, maintenance, modification, replacement, and removal of non-historic  
39 recreational features and equipment, for example, playgrounds, ball fields, exercise  
40 equipment.

41  
42 H. Installation, maintenance, repair, and removal of composting toilets and spur trails to  
43 composting toilets. Installation of composting toilets and spur trails to the toilets may only  
44 occur in locations with no archaeological sites.

45  
46 I. Maintenance, repair, modification, removal, or replacement of amphitheaters and other

1 similar visitor use features.

2  
3 J. Installation, maintenance, modification, and rehabilitation of light fixtures. Retrofitting  
4 historic lights to be dark sky compatible. Removal of non-historic light fixtures in the  
5 landscape.

6  
7 K. Using an existing approved quarry to obtain rocks and soil, provided that ground  
8 disturbance stays within the quarry bounds and avoids archaeological resources.

9  
10 L. Changes in function or use of the landscape such as temporary construction staging.

## 11 12 **9. Fences, Corrals, Enclosure, and Enclosures**

13  
14 A. Installation, maintenance, repair, replacement, and rehabilitation of fences, corrals,  
15 enclosures, enclosures, gates, or other physical barriers, for example boulders, posts, logs, or  
16 vegetation.

17  
18 B. Removal of non-historic fences, corrals, enclosures, enclosures, and other physical barriers.

## 19 20 **10. Signs, Wayside Exhibits, and Plaques**

21  
22 A. Installation, maintenance, repair, modification, removal, and replacement of signs, wayside  
23 exhibits, and plaques including on or in historic properties provided that historic properties  
24 will not be adversely affected by public access to the signs, wayside exhibits, and plaques.  
25 Historic features will be replaced in kind. Plastic signs and other plastic features should be  
26 avoided in historic districts. New features must be reversible in historic properties, such as on  
27 a historic building, in historic districts or by a historic trail, and colors must blend in with the  
28 natural setting.

29  
30 B. Installation, maintenance, and removal of signs for safety, public information, resource  
31 management, trail and road closures or detours, and other signs related to Park activities.  
32 These signs will be installed and removed as needed and do not need to be included in the  
33 annual report or any other report unless these signs are intended to be permanent. Temporary  
34 signs may be wood, plastic, or another material.

## 35 36 **11. Environmental Monitoring Units, Bore Holes, Test Pits, Trenches, and Wells**

37  
38 A. Borings, pits, trenches, wells, and other environmental monitoring occurring outside of  
39 archaeological site boundaries. These include activities such as geotechnical borings,  
40 installation of piezometer and ground water monitoring wells, percolation tests, and soil tests  
41 including small scale soil pits and soil sampling associated with site or substrate investigation,  
42 water availability, wetland delineation, and other baseline research and monitoring.

43  
44 B. Borings, pits, trenches, and wells shall be filled in with the removed material to the extent  
45 possible at the conclusion of the testing, investigation, or closure of the well.

1 C. Archaeological sites will be avoided during these activities.

## 3 **12. Research and Investigations**

5 A. Small scale sampling and minimally destructive fabric analysis of historic buildings,  
6 structures, or objects such as wood trim, bricks, and sheathing. Repair the damage in kind or  
7 with compatible materials.

9 B. Small scale sampling of plasters and mortars to determine the mix formula for correct  
10 match of strength, color, and texture. Small scale sampling of paint or stain to determine  
11 correct color. Repair the finish where the sample was removed.

## 13 **13. Utility Lines and Equipment including Electrical, Water, Wastewater, and Gas**

15 A. Install, maintain, repair, upgrade, rehabilitate, replace, or remove above and below ground  
16 water, wastewater, electrical, and gas utility lines, equipment, and concrete pads, including  
17 but not limited to electric vehicle charging stations, utility equipment cabinets and pedestals,  
18 meters, above and below ground utility vaults, utility poles, transformers, and towers replaced  
19 in kind or similar to existing towers.

21 B. Maintain, rehabilitate, replace, or modify above ground and buried historic utility lines,  
22 equipment, and infrastructure including electrical, water, wastewater, and gas.

## 24 **14. Mechanical, Electrical, and Plumbing Systems within Buildings and Structures**

26 A. Installation, maintenance, repair, replacement, rehabilitation, upgrade, or removal of  
27 mechanical, electrical, and plumbing systems and associated equipment and fixtures of the  
28 same or similar size, in the same or similar locations, avoiding the front façade or other public  
29 facing sides to the extent possible. Such systems may include HVAC systems, fire detection  
30 and suppression systems, security and surveillance systems, electrical, plumbing (water and  
31 wastewater), gas lines, and other necessary systems in, on, or directly adjacent to buildings  
32 and structures to keep Park lands and properties functional and protected.

34 B. If installation, replacement, rehabilitation, or upgrade on the front façade or other public  
35 facing sides is not avoidable, then screening may be needed to minimize the visual effect.

37 C. Repair any holes where systems, equipment, or fixtures penetrated the building.

## 39 **15. Telecommunications Utility Lines and Equipment (Voice, Video, Internet, Local Area 40 Networks, and Data)**

42 A. Install, maintain, repair, upgrade, rehabilitate, replace, or remove above and below ground  
43 telecommunication utility lines and equipment, including but not limited to:

- 45 1. Telephone poles and lines, poles for satellite dishes and antennas, and satellite dishes  
46 and antennas on towers, roofs, poles, or on the ground.



2. Equipment cabinets and concrete slabs for cabinets, including at tower facilities.
  3. Wiring/cabling/conduit (electrical and telecommunications) including at tower facilities and on towers.
  4. Internet receivers attached to buildings and structures and routing of electrical and telecommunications cabling from exterior receivers and antennas to a power source inside or outside a building or structure.
  5. Telecommunications equipment and wiring/cabling/conduit (for example, coaxial, ethernet) outside or inside buildings and structures, such as installing, replacing, or removing routers, networking switches/switchboards, and Wi-Fi access points.
  6. Repair any holes where wires/cables/conduit or equipment penetrated the building.
- B. Maintain, rehabilitate, or modify above ground and buried historic telecommunications utility infrastructure, such as telephone lines and equipment.

## 16. Grand Canyon National Park Cemetery

- A. Routine maintenance of the cemetery, fencing, and grave markers with tools and treatments that do not damage the markers.
- B. Conduct burials in the Grand Canyon National Park cemetery in conformance with the Park policy on burials in the cemetery.

## 17. Wildlife and Domestic Animal Management and Operations

- A. Removing trespass domestic animals. Removal activities are often routine and opportunistic, happening as needed to deal with trespass domestic animals. These activities may be conducted on foot, by horseback, or include using vehicles or a helicopter. Ground disturbance in archaeological sites shall be avoided to the extent possible. If an archaeological site is inadvertently encountered the encounter shall be reported to a Park archaeologist. Small-scale activities may be undocumented and will not be included in the Section 106 annual report.
- B. Placing temporary animal traps and wildlife cameras; trapping or tranquilizing wildlife; capturing, collaring, relocating, or collecting data from animals; and other animal management activities. These activities may be conducted on foot, by horseback, or include using vehicles or a helicopter. Ground disturbance in archaeological sites shall be avoided to the extent possible. If an archaeological site is inadvertently encountered it shall be reported to a Park archaeologist. Most activities would be considered small-scale including activities involving one or a few animals and these activities will not be included in the annual report.
- C. Wildlife and domestic animal inventory and monitoring activities that will not involve

1 ground disturbance in archaeological sites. These activities will not be included in the annual  
2 report.

### 4 **18. Establishment of Seasonal and Other Temporary Use Camps**

5  
6 A. Establishment, occupation, and removal of temporary camps including but not limited to  
7 seasonal use or in support of construction, maintenance, fire, emergencies, natural and  
8 cultural resource management, and other Park management associated activities; and  
9 associated small-scale features such as latrines, kitchen and sleeping tents or shelters, stock  
10 holding areas and hitching rails, and access routes. Sites will be returned to pre-project  
11 conditions when camps are removed. Archaeological sites must be avoided.

12  
13 B. If archaeological sites are located within 100 feet of a proposed camp, establishment may  
14 continue if the site is not National Register eligible, or an archaeologist flags the site  
15 boundaries, monitors any ground-disturbing activities, and ground disturbing activities avoid  
16 the site.

### 18 **19. Use of Helicopters and Remotely Operated Aerial Vehicles**

19  
20 A. Use of helicopters or remotely operated aerial vehicles for activities including but not  
21 limited to search and rescue, inventory and monitoring, natural and cultural resource  
22 management, transportation, and gathering data on infrastructure such as powerlines,  
23 waterlines, and trails.

24  
25 B. Use of helicopters for transportation including but not limited to transporting people,  
26 supplies, equipment, and building materials.

27  
28 C. Installation, maintenance, rehabilitation, and removal of helispots and helipads (helicopter  
29 landing areas). Return the site to pre-project conditions when landing area is removed.  
30 Archaeological sites must be avoided.