PROGRAMMATIC AGREEMENT
BETWEEN
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
THE BUREAU OF LAND MANAGEMENT - UTAH
AND
THE UTAH STATE HISTORIC PRESERVATION OFFICE
REGARDING NATIONAL HISTORIC PRESERVATION ACT RESPONSIBILITIES
FOR SMALL-SCALE UNDERTAKINGS

WHEREAS, this programmatic agreement (Agreement) is made under the authority of Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations found at 36 CFR 800.14 which provide federal agencies with the authority to negotiate programmatic agreements to govern the implementation of their NHPA Section 106 responsibilities for routine management responsibilities; and

WHEREAS, the focus of this Agreement is to outline the Bureau of Land Management (BLM) Utah's and the Utah State Historic Preservation Office's (SHPO) roles and responsibilities when implementing Section 106 of the NHPA for small-scale, undertakings; and

WHEREAS, for the purposes of this Agreement, a small-scale undertaking is one that has an Area of Potential Effect (APE) of 50 acres or less of land in Utah, does not exceed five linear miles and where a qualified BLM cultural resource professional has determined that no historic properties would be affected. Specific examples may include constructing fence lines, gravel pits, informational kiosks and pipelines. A small-scale undertaking would not include multiple agencies, potential adverse effects to historic properties, has an APE of more than 50 acres or is greater than five linear miles. Examples of undertakings that may not be considered small-scale could be wildland urban interface fuel reduction projects and wildland fire emergency stabilization and restoration projects; and

WHEREAS, BLM-Utah is responsible for making determinations of whether cultural resources are eligible for listing on the National Register of Historic Places in accordance with 36 CFR 60.4, and making determinations of effects to historic properties in accordance with 36 CFR 800.5; and

WHEREAS, BLM-Utah has specific responsibilities and authorities to consider, plan for, protect, and enhance historic properties and other resources that may be affected by its actions. These authorities include the Federal Land Policy and Management Act, National Environmental Policy Act, the NHPA and its implementing regulations at 36 CFR Part 800, the Archaeological Resources Protection Act, the Native American Graves Protection and Repatriation Act, the Historic Sites Act, the Antiquities Act, the American Indian Religious Freedom Act, the Religious Freedom Restoration Act, Executive Order 13007 regarding Indian Sacred Sites, Executive Order 13287 regarding Preserve America, and Executive Order 13175 regarding Consultation and Coordination with Indian Tribal Governments; and

WHEREAS, BLM-Utah is the responsible federal agency in this Agreement and is a Signatory to this Agreement; and

WHEREAS, the Advisory Council on Historic Preservation (ACHP) has elected to participate in the consultation process for this Agreement under 36 CFR 800.6 and is a Signatory to this Agreement; and

WHEREAS, the Utah SHPO has responsibilities under the NHPA, 36 CFR Part 61 and 36 CFR Part 800 to advise and assist BLM-Utah in complying with its NHPA Section 106 duties for proposed undertakings on BLM-administered lands in the State of Utah and is a Signatory to this Agreement; and

WHEREAS, BLM-Utah and the Utah SHPO mutually wish to ensure that BLM-Utah organizes and operates its programs efficiently, effectively, and in accordance with Section 106 of the NHPA and its implementing regulations at 36 CFR Part 800. In the public interest, BLM-Utah and the Utah SHPO mutually desire and intend to streamline and simplify procedural requirements, reduce unnecessary paperwork, and emphasize the common goal of planning for and managing historic properties under BLM-Utah's jurisdiction and control; and

WHEREAS, BLM-Utah invited the following tribal governments to consult regarding the development of this Agreement: the Ute Mountain Ute, Ute Indian Tribe, Northwest Band of the Shoshone Indians, Confederation Tribes of the Goshute Reservation, Skull Valley Band of the Goshute Indians, Paiute Indian Tribe of Utah, Kaibab Band of Paiute Indians, Hopi Tribe, Navajo Nation, and the Navajo Utah Commission and will continue to be consulted; and

WHEREAS, the Hopi Tribe and the Navajo Nation consulted with BLM-Utah regarding the development this Agreement;.

WHEREAS, BLM-Utah will continue to consult with all appropriate tribal governments regarding the implementation of its NHPA Section 106 responsibilities in accordance with 36 CFR 800.2(c)(2); and

WHEREAS, BLM-Utah has invited the following government agencies with opportunities to participate in the development of this Agreement: United States Army Dugway Proving Ground, United States Forest Service, State of Utah School and Institutional Trust Lands Administration, Utah Department of Transportation, Utah Division of Wildlife Resources, and Utah's Public Lands Policy Coordination Office; and

WHEREAS, Public Lands Policy Coordination Office participated in the development of this Agreement; and

WHEREAS, BLM-Utah has invited the following organizations and/or individuals to participate in the development of this Agreement: Colorado Plateau Archaeological Alliance, Milford Archaeological Research Institute, National Trust for Historic Preservation, Nine Mile Canyon Coalition, Old Spanish Trail Association, Oregon-California Trails Association, Southern Utah Wilderness Alliance, Utah Professional Archaeological Council, Utah Rock Art Research Association, Utah Statewide Archaeological Society, and Benjamin C. Pykles, Ph.D.; and

WHEREAS, Colorado Plateau Archaeological Alliance, Southern Utah Wilderness Alliance and Benjamin C. Pykles, Ph.D., participated in the development of this Agreement; and

WHEREAS, the terms used in this Agreement are consistent with the definitions found in 36 CFR 800.16 and the most current versions of *BLM 8110 Manual Identifying and Evaluating Cultural Resources* and BLM Utah's *Guidelines for Identifying Historic Properties Handbook 8110* (8110 Manual and Handbook); and

NOW, THEREFORE, BLM-Utah, the Utah-SHPO, and the Advisory Council on Historic Preservation agree that small-scale undertakings shall be implemented in accordance with the following stipulations.

Stipulations

BLM-Utah shall ensure that the following measures are carried out:

I. BLM-Utah and the Utah SHPO's NHPA Section 106 Process for this Agreement

Small-scale undertakings that do not exceed the Review Thresholds in Section B of this stipulation may proceed prior to submitting formal documentation to the Utah SHPO. All undertakings that exceed the review thresholds in Section C of this stipulation will require BLM-Utah consultation with the Utah SHPO in accordance with the standardized procedures at 36 CFR 800 prior to project implementation or unless exempted by another agreement.

In cases where there is any uncertainty whether a particular project meets or exceeds the Review Thresholds, BLM-Utah will discuss the project specifics with Utah SHPO. If BLM-Utah and Utah SHPO cannot come to a resolution regarding the Review Thresholds for the particular project, Utah-BLM will agree to Utah SHPO's understanding of the Review Thresholds for the particular project in discussion. The results of this discussion will be documented by Utah-BLM in the Annual Report as defined in Stipulation II. A.

A. Identification and Evaluation of Historic Properties

1. Identification: For all undertakings including those undertakings handled by this agreement, BLM will follow the identification standards found in the 8110 Manual and Handbook. This manual and handbook outline the inventory standards BLM-Utah may employ, including a Class III-Intensive Field Survey preceded by a Literature Review. The area of potential effect for undertakings in this Agreement will need to be covered by a Class III– Intensive Field Survey.

2. Evaluation: BLM-Utah will ensure that all identified cultural resources within an undertaking's area of potential effect are evaluated for their eligibility for listing to the National Register of Historic Places in a manner consistent with 36 CFR 60.4, and the 8110 Manual and Handbook.

B. Thresholds that Do Not Require Utah SHPO Review:

1. BLM-Utah will not request the Utah SHPO to review NHPA Section 106 documentation related to BLM-Utah's efforts to identify, evaluate, and assess historic properties and the effects of proposed undertakings when both of the following conditions are met:

a. The entire proposed area of potential effects is 50 acres or less in size or less than 5 linear miles; and
b. A qualified BLM cultural resource professional determines that no historic properties would be affected by the proposed undertaking.

2. Per 36 CFR 800.3(a)(1) if an undertaking is a type of activity that does not have the potential to cause effects on historic properties, assuming such historic properties were present, the district or field office manager has no further obligations under section 106. Potential examples include, but are not limited to; transferring grazing preferences from one permittee to another, adding new utility lines to existing modern poles, and adding additional antennas to approved communication facilities. These undertakings will not be included in the Quarterly Report (see Stipulation II. B. 2.).

C. Thresholds that Do Require Utah SHPO Review:

1. BLM-Utah will request the Utah SHPO to review and concur with BLM documentation related to the inventory, evaluation, and assessment of effects to historic properties prior to proceeding with a proposed undertaking when any of the following conditions are met:

a. The entire area of potential effects surpasses 50 acres in size or 5 linear miles even if no historic properties were identified;
b. A qualified BLM cultural resource professional determines that a historic property may potentially be affected by the proposed undertaking; or
c. The proposed undertaking would take place across multiple federal and/or state land management agency jurisdictions.

2. Other Requests for Utah SHPO Review: BLM-Utah's cultural resource professionals, district, and field managers (including monument managers), Deputy Preservation Officer, and State Director. may also bring any particular proposed undertaking to the attention of the Utah SHPO, even if Utah SHPO review is not required to provide NHPA Section 106 concurrence under this Agreement.

D. ACHP Review: At a minimum, BLM-Utah will notify the ACHP of its NHPA Section 106 efforts for specific undertakings when the thresholds outlined in Stipulation 5 (b and c) of the 2012 National Programmatic Agreement are met. The thresholds from the National Programmatic Agreement are as follows:

1. Nonroutine interstate and/or interagency projects or programs;
2. Undertakings adversely affecting National Historic Landmarks;
3. Undertakings that the BLM determines to be highly controversial;
4. Undertakings that will have an adverse effect and with respect to which disputes cannot be resolved through formal Agreement between BLM-SHPO, such as a memorandum of agreement; and

5. The development and approval of program alternatives, including project-specific PAs, will follow the process under 36 CFR 800.14.

II. Annual Reporting and Coordination Commitments

A. BLM Utah State Office Reporting: *BLM-Utah's Cultural Resource Management Program Annual Report* that is submitted to the BLM Washington Office for *The Secretary of the Interior's Report to Congress on Federal Archaeological Activities* shall also serve as BLM-Utah's Annual Report (Annual Report) to the Utah SHPO. BLM-Utah's Deputy Preservation Officer will submit this annual report to the Utah SHPO by October 1st of each year. The report cover letter will summarize the cultural resource training the BLM hosted during the previous year, the results of any field office technical reviews, and any concerns the BLM has identified in its NHPA Section 106 efforts.

B. BLM Field/District Office Reporting

1. Standardized Reporting Procedures: Each BLM-Utah field or district office manager will be responsible for all formal NHPA Section 106 consultation with the Utah SHPO for all proposed undertakings (including those within this Agreement) within their respective jurisdictions. BLM-Utah field office cultural resource professionals will be responsible for ensuring that all NHPA Section 106 documentation, reports, photographs, and GIS data prepared by BLM professionals and permitted consultants meet the guidelines established in the 8110 Manual and Handbook, *and BLM-Utah's Digital Data Standards*. All reports submitted to the Utah SHPO shall include:

a. Antiquities Project Number
b. Utah SHPO Project Cover Sheet
c. Summary of Cultural Resources Inspection (BLM 8100-3)
d. Geographic information system (GIS) data
e. Appropriate site form(s); and
f. Archival site form photos

Technical determinations made in accordance with the NHPA and submitted to the Utah SHPO for concurrence, including the Area of Potential Effect, identification methods, eligibility of cultural resources for listing on the National Register of Historic Places and the effects to historic properties from proposed undertakings, will be submitted by BLM-Utah field or district office managers with the support of qualified BLM cultural resource professionals.

2. Quarterly Reporting Procedures: Each BLM-Utah field office manager will be responsible for submitting quarterly reports to the Utah SHPO. The quarterly reports will include the entire field offices' NHPA Section 106 documentation related to all undertakings implemented during the past quarter without Utah SHPO review in accordance with the Review Thresholds identified in this Agreement. BLM-Utah field offices must submit these quarterly reports to the Utah SHPO by the end of the month identified in the below schedule. BLM-Utah field office cultural resource professionals will notify the Utah SHPO, BLM field manager, and BLM-Utah Deputy Preservation Officer electronically of the status of their quarterly reports; such notification shall

be provided even if there are no undertakings to include in a quarterly report. An informational letter and project log will accompany this documentation.

BLM-Utah Field Office Quarterly Reporting Schedule

January, April, July, October:
Grand Staircase Escalante National Monument
Cedar City Field Office
St. George Field Office
Vernal Field Office

March, June, September, December:
Kanab Field Office
Price Field Office
Richfield Field Office
Monticello Field Office

February, May, August, November:
Salt Lake Field Office
Fillmore Field Office
Moab Field Office

Within 30-calendar days of receiving a BLM field office's quarterly report, the Utah SHPO will respond and comment in writing to the appropriate BLM field office regarding the BLM's findings; and if necessary, BLM field office will respond in writing to any SHPO comments. Both parties will include such comments and responses in their respective annual reports.

C. Utah SHPO Reporting: In response to the BLM Utah State Office's annual report, the Utah SHPO will submit an annual report to the BLM-Utah State Director by December 1 of each year. At a minimum, the Utah SHPO's annual report to BLM-Utah will include the following components:

1. Discussion on BLM-Utah's implementation of this Agreement including reporting consistency, adherence to the Review Thresholds, eligibility determinations and determinations of effect;

2. Responses to any concerns, issues, or suggestions BLM-Utah raised in their annual report to the Utah SHPO; and

3. Any concerns the SHPO has identified in BLM-Utah's NHPA Section 106 efforts. This concern will be accompanied with sufficient documentation for BLM-Utah to assess and implement any corrective measures.

D. Annual Coordination Meeting: Within the last quarter of each calendar year, the BLM-Utah Deputy Preservation Officer will host an annual coordination meeting between the Advisory Council on Historic Preservation, Utah SHPO, BLM-Utah's managers and cultural resource professionals to discuss the implementation of this Agreement. Indian tribes and other consulting and interested parties will also be invited to be present at this meeting. BLM-Utah will report on the completion of field office technical reviews at this meeting. Any potential amendments to this Agreement may be discussed at this meeting following the process outlined in Stipulation IX. BLM-Utah's Deputy Preservation Officer and the Utah SHPO will collaboratively develop the annual coordination meeting agenda.

As BLM-Utah and Utah SHPO determine it necessary, this meeting may also include training that may be supported by cultural resource professionals or subject matter experts outside of BLM-Utah. This training may include but is not limited to; historic artifact identification methods, geomorphological assessments and tribal consultation.

E. Agreement Status Meetings: BLM-Utah's Deputy Preservation Officer and Utah SHPO will have monthly meetings to discuss the implementation of this Agreement. These meetings will be held to facilitate communication and to address any corrective actions that must be addressed prior to the annual coordination meeting. After the first anniversary of the signing of this Agreement, BLM-Utah and Utah SHPO may determine that these meetings should be held on a quarterly basis.

III. Native American Consultation

Regardless of whether an undertaking meets the Utah SHPO Review Thresholds outlined in this Agreement, BLM-Utah will continue to meet its tribal consultation responsibilities for all undertakings carried out on BLM-administered public lands in Utah. These responsibilities are included in the NHPA Section 106 and its implementing regulations at 36 CFR Part 800, the Native American Graves Protection Act (NAGPRA), and all other applicable statutes, regulations, and policies guiding BLM-Utah's government-to-government consultation efforts with federally recognized Indian tribes.

IV. Public Notification

Regardless of whether an undertaking meets the Utah SHPO Review Thresholds outlined in this Agreement, BLM-Utah remains committed to seeking and considering the views of the public when carrying out its NHPA Section 106 responsibilities.

As authorized under the NHPA's implementing regulations at 36 CFR 800.2(d) (3), BLM-Utah will notify the public of undertakings subject to this Agreement through BLM-Utah's National Environmental Policy Act (NEPA) process. Indian tribes, consulting parties, and all other interested stakeholders will have

access to BLM-Utah's statewide NEPA documents and other information concerning proposed NHPA Section 106 undertakings through BLM-Utah's Environmental Notification Bulletin Board, or another standardized BLM website being used to promote public involvement in the NEPA process.

A. BLM-Utah Field/District Office Public Notification Commitments

1. Within three months from the signing of this Agreement, and then on an annual basis, the BLM-Utah State Director will send all Indian tribes, consulting parties actively engaged in the development or implementation of an NHPA Section 106 PA, and other known interested parties with information explaining how to access BLM-Utah's Environmental Notification Bulletin Board and statewide BLM-Utah cultural resource contact information.

2. BLM-Utah field and district offices will ensure that all proposed NHPA Section 106 undertakings that have the potential to affect historic properties and/or interest tribal governments are searchable on BLM-Utah's Environmental Notification Bulletin Board through the use of the "Cultural Check Box."

3. BLM-Utah field and district offices will make information about proposed NHPA Section 106 undertakings available on the Environmental Notification Bulletin Board in accordance with all applicable mandatory public notice timeframes.

4. BLM-Utah field and district offices are encouraged to develop agreements with Indian tribes and other interested parties, such as local and statewide archaeological organizations, historic trails associations and conservation groups, to outline public notification and consultation interests. These agreements may identify the types of NHPA Section 106 undertakings or locations the Tribe or consulting party is interested in, partnership activities, and other ways the parties can collaborate to implement BLM-Utah's NHPA responsibilities.

5. In accordance with 36 CFR 800.3(f), BLM-Utah field and district offices will continue to invite consulting and other interested parties to engage in the development of Memoranda of Agreement and Programmatic Agreements to address the NHPA Section 106 process for larger and more complex proposed undertakings.

V. BLM-Utah Field Office Certification Process to participate in this Agreement

The BLM-Utah Deputy Preservation Officer is responsible for advising the BLM-Utah State Director on which BLM-Utah field offices should be certified to implement its NHPA Section 106 responsibilities under this Agreement. This evaluation will review the field office's fulfillment of this Agreement, including whether quarterly reports have been submitted in a timely manner. In the event that a BLM-Utah field office is not certified to implement its NHPA Section 106 responsibilities under this Agreement, the BLM-Utah field office must then formally consult with the Utah SHPO regarding all proposed NHPA Section 106 undertakings in accordance with standardized procedures at 36 CFR 800,

regardless of whether the proposed undertaking meets the Utah SHPO Review Thresholds identified in this Agreement. The BLM-Utah State Director will consider recommendations for BLM field office certifications included in the BLM-Utah's Deputy Preservation Officer technical reviews of the field offices' NHPA Section 106 activities and in accordance with the certification process outlined below.

A. BLM-Utah Deputy Preservation Officer Technical Reviews: On at least an annual basis or as requested by a district or field office manager, BLM-Utah's Deputy Preservation Officer will technically evaluate each BLM-Utah field office's NHPA Section 106 activities and include a recommended certification status to the BLM-Utah State Director. The technical review will assess the BLM-Utah field office's:

1. Professional Qualifications: A BLM-Utah field office will be considered professionally-qualified to implement Section 106 of the NHPA with the Utah SHPO under the terms of this Agreement when the following conditions are met:

a. All of the BLM-Utah field office's technical determinations made in accordance with the NHPA and submitted to the Utah SHPO for concurrence, including the eligibility of cultural and historic resource sites for listing on the National Register of Historic Places and the effects to historic properties from proposed undertakings, are only made by BLM staff who meet the qualifications established by the Office of Personnel Management for a GS-0193 professional series archaeologist (i.e. qualified BLM cultural resource professional);

b. The BLM-Utah field office employs at least one full-time, permanent cultural resource professional, or has made arrangements to have its NHPA Section 106 workload covered by another qualified BLM professional. If necessary, the BLM-Utah field office, BLM-Utah State Office, and the Utah SHPO may coordinate to agree on temporary measures to ensure that the field office continues to meet its NHPA Section 106 responsibilities during periods of staffing vacancies. BLM-Utah will make every effort to ensure that temporary measures do not exceed one-year; and

c. The BLM-Utah Deputy Preservation Officer has provided all of the BLM-Utah field office's recently hired cultural resource professionals and managers with NHPA responsibilities, including district, and field office managers and those assistant field managers who supervise BLM-Utah's cultural resource professionals, with a 4-hour in person or teleconference orientation on BLM-Utah's NHPA Section 106 process. Utah-SHPO will participate in the development of this orientation. Such orientations will occur within 90-calendar days from the date the new BLM-Utah employees begin their position, and BLM-Utah's Deputy Preservation Officer will provide the Utah SHPO with the status of new employee orientation efforts annually, and upon request.

2. Technical Competence: BLM-Utah field offices will be considered technically competent to implement Section 106 of the NHPA with the Utah SHPO under the terms of this Agreement when the following conditions apply:

a. The BLM-Utah field office's NHPA Section 106 documentation is submitted to the Utah SHPO accurately and in accordance with the standardized reporting procedures established under this Agreement and the timeframes outlined in 36 CFR Part 800 (this includes documentation to the Utah SHPO that does require Utah SHPO review under the Review Thresholds in the Agreement); and

b. The Utah SHPO has not documented any unresolved issues with the BLM-Utah field office's NHPA Section 106 efforts in its annual report to the BLM-Utah State Director, in response to the BLM-Utah field office's quarterly reports to the Utah SHPO, and/or during the standard consultation process for proposed undertakings.

3. Commitment to Public Notification: The BLM-Utah field office will be considered to meet its commitment to NHPA Section 106 public notification when the Indian tribes and the public are being notified of all proposed undertakings that could interest tribal governments and/or affect historic properties through the use of the "Cultural Check Box" on BLM-Utah's Environmental Notification Bulletin Board, or other standardized NEPA-based public involvement website, in accordance with all mandatory public outreach timeframes.

B. Certification and Decertification: The Utah SHPO, the Advisory Council on Historic Preservation, BLM district managers, or BLM field managers may request in writing to the BLM-Utah State Director that the BLM-Utah Deputy Preservation Officer complete a technical review of a BLM-Utah field office's certification to implement Section 106 of the NHPA under the terms of this Agreement. Within 30-calendar days of receiving the request, the BLM-Utah State Director will provide all requesters with a written response regarding the decision to initiate the decertification process, and if appropriate, a timeline under which the certification process will occur. The BLM-Utah Deputy Preservation Officer will collaborate and seek input from the affected parties as appropriate throughout this process.

Based on the BLM-Utah Deputy Preservation Officer's technical evaluation of the BLM field office's NHPA Section 106 efforts and the recommendation included in the technical review, the following actions may be taken:

1. The BLM-Utah State Director maintains the BLM-Utah field office's certification to participate with the Utah SHPO according to the terms of this Agreement;
2. The BLM-Utah field manager voluntarily suspends the field office's participation in this Agreement. The BLM-Utah field manager will then have 90-calendar days from the date of the technical review to collaborate with the BLM-Utah Deputy Preservation Officer and the Utah SHPO and finalize a corrective action plan with associated timelines to address identified NHPA Section 106 issues;
3. The BLM-Utah State Director decertifies the BLM-Utah field office's participation in this Agreement. The BLM-Utah field manager will then have 60-calendar days from the date of the technical review to collaborate with the BLM-Utah Deputy Preservation Officer and the Utah

SHPO and finalize a corrective action plan with associated timelines to address identified NHPA Section 106 issues; or

4. The BLM-Utah State Director requests the BLM's Preservation Board to review the BLM-Utah Deputy Preservation Officer's technical review and certification recommendation prior to making any certification determinations. The BLM-Utah State Director will make the field office certification determination within 30-calendar days from receiving the BLM Preservation Board's feedback.

BLM-Utah field offices without a current certification to implement Section 106 of the NHPA with the Utah SHPO under the terms of this Agreement will be responsible for completing all NHPA Section 106 consultation responsibilities in accordance with the appropriate standardized process found at 36 CFR 800.3, 36 CFR 800.8(c), or 36 CFR 800.14. Based on an uncertified BLM-Utah field office's timely completion of a corrective action plan to address all identified NHPA Section 106 issues, the BLM-Utah Deputy Preservation Officer will update the field office's technical review and certification recommendation for immediate BLM-Utah State Director consideration.

VI. Unanticipated Discoveries

In the event that cultural resources are discovered during project activities and cannot be avoided, work in the immediate vicinity of the discovery will cease. BLM-Utah will ensure that the cultural resources are protected from further disturbance, including looting, until decisions about their eligibility any necessary mitigation has been completed. Within 72 hours of the discovery, BLM-Utah will evaluate the site in consultation with the Utah SHPO, potentially interested Indian tribes, and any appropriate NHPA Section 106 consulting parties.

If the site is determined to be a historic property and cannot be avoided, BLM-Utah will seek to resolve the adverse effect pursuant to 36 CFR 800.6. This will include the development of a treatment plan and Memorandum of Agreement. Utah SHPO will have 15-calendar-days to review the Treatment Plan. Potentially interested Indian tribes and the appropriate consulting parties as defined by BLM will be given an opportunity to review the treatment plan for a concurrent 15-day review with the Utah SHPO.

If the discovery is not eligible for listing in the National Register of Historic Places, then the project may proceed without further consultation. The responsible field or district office will document this entire process in reports, site forms, GIS and photographs meeting the standardized reporting procedures established under this Agreement.

VII. Public Outreach

BLM-Utah will continue to develop and implement plans in support of public education and community outreach, along with site stewardship and site protection. BLM-Utah will continue with its Project Archaeology Program and other heritage education efforts.

VIII. Dispute Resolution Procedures

Should any Signatory object to implementation of this Agreement; the objecting signatory shall provide concurrent written notice to the other Signatories of its objection with supporting justification. Upon receipt of such notice, the other Signatories shall have 60-calendar days to resolve the objection. If the BLM-Utah State Director, acting as the responsible federal agency for this Agreement, determines that the objection cannot be resolved within 60-calendar days, BLM-Utah shall forward all documentation relevant to the dispute to the ACHP. Within 30-calendar days after receipt of all pertinent documentation, the ACHP shall either:

1. Provide BLM-Utah with its recommendation to resolve the dispute. Prior to reaching a final decision on the dispute, BLM-Utah shall consider all timely advice provided by the ACHP and provide all other Signatories with a written finding on dispute prior to proceeding; or
2. Not provide BLM-Utah with its recommendation to resolve the dispute, after which BLM-Utah may make a final decision on the dispute, notify the other Signatories in writing of its decision, and proceed accordingly.

IX. Dispute Resolution Procedures for the Public

Should any organization or individual object to implementation of this Agreement; they shall provide written notice to BLM-Utah of their objection with supporting justification. If the BLM-Utah State Director, acting as the responsible federal agency for this Agreement determines that the objection cannot be resolved within 30-calendar days, BLM-Utah shall forward all documentation relevant to the dispute to the other Signatories in this Agreement. Within 30-calendar days after receipt of all pertinent documentation, the Utah SHPO and ACHP shall provide BLM-Utah with their recommendations to resolve the dispute. After receiving these recommendations, BLM-Utah will make a final decision on the dispute within 15-calendar days. The objecting party and other Signatories will be notified in writing of BLM-Utah's decision.

X. Amendments to the Agreement

Any Signatory to this Agreement may request that it be amended, whereupon BLM-Utah will consult in accordance with 36 CFR 800.14 to consider such amendment. All Signatories, potentially interested Indian tribes, and other interested parties will be provided with a 30-calendar day review period for all proposed amendments to this Agreement. Any amendment will be effective upon receipt of the signature of the last Signatory.

XI. Termination of the Agreement

Any Signatory may terminate this Agreement by providing a concurrent 90-calendar day notice to the other Signatories, provided that during this period the Signatories attempt in good faith to find a

collaborative resolution that would avoid terminating this Agreement. The BLM-Utah Deputy Preservation Officer may request the assistance of the BLM Preservation Board, the National Conference of State Historic Preservation Officers, or the Advisory Council on Historic Preservation in this dispute resolution process. If the Agreement is terminated, BLM-Utah will comply with Section 106 of the NHPA by following the implementing regulations at 36 CFR Part 800.

XII. Agreement Duration

This Agreement shall be in effect for ten years. This ten-year time period begins when all of the Signatories have signed this Agreement. After ten years the Signatories will consult and amend or terminate this Agreement.

Execution of this Agreement by the BLM-Utah, Utah-SHPO and Advisory Council on Historic Preservation and implementation of its terms evidence that the BLM-Utah has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

XIII. Signatories

10/1/14

Juan Palma
State Director
Bureau of Land Management-Utah

Date

Oct 1, 2014

P. Bradford Westwood
State Historic Preservation Officer
Utah State Historic Preservation Office

Date

10/22/14

John M. Fowler
Executive Director
Advisory Council on Historic Preservation

Date

XIII. Concurring Parties

23 Sept 2014

Jerry Spangler
Director
Colorado Plateau Archaeological Alliance

Date

9/29/2014

Kathleen Clarke
Director
Public Lands Policy Coordination Office

Date

10/1/2014

Stephen Bloch
Legal Director
Southern Utah Wilderness Alliance

Date

9/29/2014

Benjamin C. Pykles, Ph.D.

Date