

**PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
NORTHERN ARIZONA VETERANS AFFAIRS HEALTH CARE SYSTEM,
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER,
THE YAVAPAI-PRESCOTT INDIAN TRIBE,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
THE FORT WHIPPLE ENHANCED USE LEASE HOUSING DEVELOPMENT PROJECT
AT
THE BOB STUMP DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER
PRESCOTT, YAVAPAI COUNTY, ARIZONA**

WHEREAS, the United States (U.S.) Department of Veterans Affairs (VA) Northern Arizona VA Health Care System (NAVAHCS) proposes to develop 103 units of supportive Veteran housing via an Enhanced Use Lease (EUL) on two separate parcels within and along the western boundary of the NAVAHCS Bob Stump VA Medical Center Campus (VAMC) (Project)¹, located at 500 Highway 89 North, Prescott, Yavapai County, Arizona; and

WHEREAS, the development of the 103 units of supportive Veteran housing consists of the creation of 80 total units of housing via new construction of a four-story residential building in EUL Parcel 1 and the creation of 23 apartment units via rehabilitation of six historic Officers' Quarters Buildings (Buildings 5, 6, 7, 8, 9, and 10) in EUL Parcel 2 (Appendix A); as well as the installation of associated roadway improvements, parking, outdoor amenity spaces, landscaping, and utilities; and

WHEREAS, in accordance with 36 CFR § 800.3(a), NAVAHCS has determined that the Project is a federal Undertaking per 36 CFR § 800.16(y), and is the type of activity that has the potential to cause effects on historic properties, and therefore subject to review under Section 106 of the National Historic Preservation Act (NHPA), as amended, (54 USC § 306108), and its implementing regulations (36 CFR Part 800 – Protection of Historic Properties); and

WHEREAS, VA is the lead federal agency for the Section 106 review and the U.S. Department of Housing and Urban Development (HUD) is a non-lead federal agency involved in the Project through anticipated provision of Community Development Block Grants (CDBG) grants, HUD-VA Supportive Housing (HUD-VASH) vouchers, and Housing Trust Funds (HTF) under Title I of the Housing and Economic Recovery Act of 2008; and

WHEREAS, the City of Prescott and Arizona Department of Housing (ADOH) are acting as responsible entities for HUD in the Section 106 review and have agreed that the NAVAHCS is fulfilling the collective responsibility of both VA and HUD to comply with Section 106 for the Undertaking; and

¹ ACHP Case #: 020398

WHEREAS, the Undertaking would take place on NAVAHCS-owned property that is adjacent to Tribal lands within the boundaries of the Yavapai-Prescott Indian Tribe Reservation; and

WHEREAS, in accordance with 36 CFR § 800.2(c)(1), NAVAHCS has consulted with the Arizona State Historic Preservation Officer (AZ SHPO); and

WHEREAS, the AZ SHPO is authorized to enter into this Programmatic Agreement (PA) in order to fulfill its role of advising and assisting federal agencies in carrying out their responsibilities pursuant to Sections 101 (54 USC § 302303[b][5], [6], and [9][A]) and 106 of the NHPA, 36 CFR §§ 800.2(c)(1)(i), and 800.6(b)(1)(i), and the AZ SHPO is a Signatory to this PA; and

WHEREAS, in accordance with 36 CFR § 800.2(c)(2)(i)(B), NAVAHCS has consulted with the Yavapai-Prescott Indian Tribe; and

WHEREAS, the Yavapai-Prescott Indian Tribe is responsible for the administration and management of historic properties within the boundaries of its reservation lands; and

WHEREAS, the Yavapai-Prescott Indian Tribe President is authorized by the Yavapai-Prescott Indian Tribe's Tribal Board of Directors to enter into this PA in order to fulfill their role of advising and assisting federal agencies in carrying out Section 106 responsibilities for portions of the Undertaking on Tribal lands pursuant to Sections 101 and 106 of the NHPA, and 36 CFR §§ 800.2(c)(2)(i)(B) and 800.6(b), and the Yavapai-Prescott Indian Tribe's participation in this Agreement as a Signatory satisfies compliance with these statutes; and

WHEREAS, NAVAHCS will consult with the Yavapai-Prescott Indian Tribe pursuant to Sections 101 and 106 of the NHPA, and 36 CFR §§ 800.2(c)(2)(i)(B) and § 800.6(b)(2) for portions of the Undertaking located on Tribal lands pursuant to 36 CFR §§ 800.3(d) and 800.16(x), and the Yavapai-Prescott Indian Tribe is a Signatory to this agreement; and

WHEREAS, in accordance with 36 CFR § 800.4(a)(1), NAVAHCS, in consultation with the AZ SHPO and Yavapai-Prescott Indian Tribe, has established a preliminary area of potential effects (APE) to include the entirety of the Bob Stump VAMC Campus plus an additional area that extends approximately .25-mile (400 meters) to the north, northwest, and west of the new construction area (EUL Parcel 1) onto the Yavapai-Prescott Indian Tribe Reservation to account for the Undertaking's potential physical, visual, auditory, atmospheric, and/or cumulative effects on historic properties (Appendix A); and

WHEREAS, in accordance with 36 CFR § 800.4(a)(2-4) and 36 CFR § 800.4(b), NAVAHCS, in consultation with the AZ SHPO and Yavapai-Prescott Indian Tribe, has identified archaeological site AZ N:7:13 (ASM), which is eligible for listing in the National Register of Historic Places (NRHP) under Criterion D, as a historic property within the APE but not on Tribal land that will be affected by the Undertaking; and

WHEREAS, previous investigations at AZ N:7:13(ASM) have resulted in the identification of multi-component archaeological deposits (i.e., pre-contact through historic-era) across the Bob Stump VAMC Campus; and

WHEREAS, in accordance with 36 CFR § 800.4(a)(2-4) and 36 CFR § 800.4(b), NAVAHCS, in consultation with the AZ SHPO, has identified the Fort Whipple/Department of Veterans Affairs Medical Center Historic District, which was listed in the NRHP on September 27, 1999 (NRHP Ref # 99001274) under Criterion A (Health/Medicine and Military History) and Criterion C (Architecture), and as updated and revised on October 29, 1999, as a historic property within the APE that will be affected by the Undertaking; and

WHEREAS, in accordance with 36 CFR § 800.4(b)(2), NAVAHCS will defer final identification and evaluation of historic properties, including traditional cultural properties/places (TCPs), until after the results of the viewshed analysis and final definition of the APE, and will then proceed with the identification and evaluation in accordance with 36 CFR § 800.4(b)(1) and 36 CFR § 800.4(c); and

WHEREAS, in accordance with 36 CFR § 800.2(c)(2) and 36 CFR § 800.3(f)(2), NAVAHCS has invited the following federally recognized Indian Tribes to be consulting parties (CPs): Colorado River Indian Tribes, Fort McDowell Yavapai Nation, Fort Mojave Indian Tribe, Hopi Tribe of Arizona, Hualapai Tribe, Mescalero Apache Tribe, Navajo Nation, Pueblo of Zuni, Salt River Pima-Maricopa Indian Community, San Carlos Apache Tribe, White Mountain Apache Tribe, and Yavapai-Apache Nation of Camp Verde; and

WHEREAS, the Navajo Nation has accepted the invitation to consult; and the Yavapai-Apache Nation of Camp Verde, Hualapai Tribe, San Carlos Apache Tribe, and White Mountain Apache Tribe have stated they have no concerns; and no other responses were received from the invited federally recognized Indian Tribes; and

WHEREAS, Gorman & Company and U.S. VETS are involved in the Undertaking through design, construction, and operation activities, and provision of supportive services; and

WHEREAS, pursuant to 36 CFR § 800.2(c)(3-5) and 36 CFR § 800.3(f)(1), NAVAHCS has invited the following entities to be consulting parties: ADOH, City of Prescott, Fort Whipple Museum, Gorman & Company, U.S. VETS, and Yavapai County; and all but Yavapai County have accepted the invitation to consult; and

WHEREAS, pursuant to 36 CFR § 800.6(c)(3), VA has invited all consulting parties to sign this PA as Concurring Parties; and

WHEREAS, the Fort Whipple Museum located in Building 11 on the Bob Stump VAMC Campus has agreed to serve as the repository for archaeological materials recovered from archaeological investigations conducted pursuant to this PA; and

WHEREAS, in accordance with 36 CFR § 800.2(d), NAVAHCS provided the public with information about the Project and its effects on historic properties and sought comment and input by posting a public notice online via a Press Release and Facebook post on April 24, 2024, and received no public comments; and

WHEREAS, in accordance with 36 CFR § 800.6, NAVAHCS has consulted to evaluate alternatives or modifications to the Undertaking that could avoid, minimize, or mitigate adverse effects on historic properties and has elected to continue the phased identification of historic properties and resolve the potential adverse effects through a combination of avoidance, minimization, and mitigation measures; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), NAVAHCS has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect finding and proposal to develop a PA, providing the specified documentation, and the ACHP in a letter dated July 9, 2024, has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii), and the ACHP is a Signatory to this PA; and

NOW, THEREFORE, NAVAHCS, the AZ SHPO, the Yavapai-Prescott Indian Tribe, and the ACHP agree that the phased identification of additional historic properties and potential adverse effects will be resolved through execution of this PA pursuant to 36 CFR § 800.14(b)(1)(ii) and 36 CFR § 800.14(b)(3), and that the Undertaking will be implemented in accordance with the following stipulations in order to take into account any effects of the Undertaking on historic properties.

STIPULATIONS

NAVAHCS will ensure that the following measures are carried out:

1. AREA OF POTENTIAL EFFECTS (APE)

A preliminary APE (Appendix A) has been defined and will be finalized pending the results of a viewshed analysis.

- a. NAVAHCS will provide consulting parties with photographic and/or drone imagery of the viewshed surrounding the new construction area (EUL Parcel 1; Appendix A) for their review and comment prior to the initiation of ground disturbing activities. Observation points selected shall represent those where new construction is likely to be visible due to topography, taking into consideration any access limitations to lands outside of the Bob Stump VAMC Campus, including the Yavapai-Prescott Indian Tribe Reservation.
- b. NAVAHCS will afford consulting parties fifteen (15) days to provide written comments on building renderings situated within the landscape.

- c. NAVAHCS will take all comments into consideration in finalizing the plans, respond in writing to any received comments, and provide a copy of the final plans (highlighting any revisions) to all consulting parties.
- d. NAVAHCS will confirm or revise the APE and provide all consulting parties with an updated final map of the APE, as warranted (Appendix A). APE revision will not necessitate a formal PA Amendment.
- e. Once a final APE is determined and in consultation with all consulting parties, NAVAHCS will make a reasonable and good faith effort to identify and evaluate historic properties, including TCPs, within the final APE pursuant to 36 CFR § 800.4(b)(2) and 36 CFR § 800.4(c).

2. CONTINUED GOVERNMENT-TO-GOVERNMENT CONSULTATION

- a. NAVAHCS will reach out via written correspondence to the Yavapai-Prescott Indian Tribe and the Navajo Nation with an offer to present Project details at a Board or Council meeting.
- b. NAVAHCS will reach out via written correspondence to the Yavapai-Prescott Indian Tribe and the Navajo Nation with an offer to hold a monthly Project status meeting.
- c. NAVAHCS will continue consultation with the Yavapai-Prescott Indian Tribe and the Navajo Nation regarding the identification of historic properties within the APE, including potential effects of the Undertaking to TCPs.
- d. NAVAHCS will consult with the Yavapai-Prescott Indian Tribe and the Navajo Nation on its finding of effect and, if warranted, measures to avoid, minimize, and/or mitigate potential adverse effects.

3. MINIMIZATION MEASURES

- a. PROJECT FOOTPRINT – EUL PARCEL 1
 - i. NAVAHCS will locate the ground disturbance footprint of the Fort Whipple EUL Housing Development outside of the currently delineated boundary of Feature 17, as depicted in the most recent archaeological survey report for EUL Parcel 1 (Deats 2023)².

² Deats, Stewart. EnviroSystems Management, Inc., Flagstaff, Arizona, 2023, *Archaeological Inventory of a Proposed Affordable Housing Development for Senior Veterans at the Northern Arizona Veterans Affairs Health Care System Campus, Prescott, Arizona*.

- ii. This work will be conducted by someone who meets the applicable Secretary of the Interior's Professional Qualifications Standards per Stipulation 13.e.

b. SIGNAGE – EUL PARCEL 1

- i. NAVAHCS will install signage or non-intrusive markers in the area near Feature 17 to discourage inadvertent ground disturbance, including artifact collection, by residents of the EUL housing development.
- ii. Signage will not indicate that the area is archaeologically sensitive but may suggest the area is environmentally sensitive or is a no-dig area due to safety concerns associated with surrounding underground utilities.

c. DESIGN REVIEW

i. BUILT ENVIRONMENT

1. NAVAHCS will provide the proposed 100% design plans for the new construction (EUL Parcel 1; Appendix A) and rehabilitation of the six Officers' Quarters Buildings (EUL Parcel 2; Appendix A) areas to all consulting parties for their review and comment to ensure the design complies with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR § 68).
2. NAVAHCS will afford consulting parties fifteen (15) days to provide written comments on designs.
3. NAVAHCS will take all comments into consideration in finalizing the plans, respond in writing to any received comments, and provide a copy of the final plans (highlighting any revisions) to all consulting parties.

ii. LANDSCAPE

1. NAVAHCS will provide landscape plans for the new construction area (EUL Parcel 1; Appendix A) to all consulting parties for their review and comment.
2. NAVAHCS will afford consulting parties fifteen (15) days to provide written comments on designs.
3. NAVAHCS will take all comments into consideration in finalizing the plans, respond in writing to any received comments, and

provide a copy of the final plans (highlighting any revisions) to all consulting parties.

4. NAVAHCS will pay particular attention to incorporating any design requests from the Yavapai-Prescott Indian Tribe, whose lands abut the new construction area (EUL Parcel 1; Appendix A).

4. MITIGATION MEASURES

a. ARCHAEOLOGICAL WORK PLAN

- i. NAVAHCS will develop an archaeological work plan detailing additional investigations to be conducted within the new construction area (EUL Parcel 1; Appendix A) prior to the initiation of ground disturbing activities. Such measures are warranted for the phased identification of extant and as-yet unidentified NRHP-contributing vs. non-contributing components of AZ N:7:13 (ASM).
- ii. This work will be conducted by someone who meets the applicable Secretary of the Interior's Professional Qualifications Standards per Stipulation 13.e.
- iii. The archaeological work plan will minimally include:
 1. The portions of AZ N:7:13 (ASM) where archaeological investigations are to be carried out along with rationale for the proposed strategies as contextualized from relevant background data and anticipated findings; and
 2. Specification of the level of effort, textually, and on maps, to be expended on the investigations, including locations and methods of sampling, sample size, procedures for sample unit selection, and artifact analyses; and
 3. Identification of the federally-approved repository for recovered materials; and
 4. Reporting Schedule (see Stipulation 4.a.(iii-v, vii-viii)).
- iv. NAVAHCS will provide a draft copy of the archaeological work plan to the AZ SHPO, the ACHP, the Navajo Nation, and the Yavapai-Prescott Indian Tribe for review and comment.

- v. NAVAHCS will afford consulting parties fifteen (15) days to provide written comments on the archaeological work plan.
- vi. NAVAHCS will take all comments into consideration in finalizing the work plan, respond in writing to any received comments, and provide a copy of the final work plan (highlighting any revisions) to all consulting parties.
- vii. NAVAHCS will implement the archaeological work plan.
- viii. NAVAHCS will produce an end of fieldwork memo within fifteen (15) days of the conclusion of archaeological investigations that provides a brief summary of the results of the archaeological investigations and NAVAHCS will provide the memo to the AZ SHPO, the ACHP, the Navajo Nation, and the Yavapai-Prescott Indian Tribe.
- ix. NAVAHCS will produce a full report within ninety (90) days of the conclusion of archaeological investigations detailing the results of the archaeological investigations and NAVAHCS will provide the report to the AZ SHPO, the ACHP, the Navajo Nation, and the Yavapai-Prescott Indian Tribe.

b. ARCHAEOLOGICAL MONITORING

- i. NAVAHCS will prepare an archaeological monitoring and discovery plan (MDP) for all ground disturbing activities associated with site preparation, construction, and utility installations in both EUL Parcel 1 and EUL Parcel 2 (Appendix A).
- ii. NAVAHCS will follow the same procedures for MDP drafting, content, and consultation as provided for the Archaeological Work Plan (Stipulation 4.a).

c. EDUCATION

- i. NAVAHCS will reach out via written correspondence to the Yavapai-Prescott Indian Tribe with an offer to consult on the co-development of educational materials, which could include, but are not limited to, interpretive materials or co-hosted presentations that would provide residents of the EUL housing development information about the surrounding Yavapai-Prescott Indian Tribe Tribal lands.
- ii. Should the offer be accepted, NAVAHCS will work with the Yavapai-Prescott Indian Tribe to provide the agreed-upon information to the residents of the EUL housing development.

5. POST-REVIEW DISCOVERIES

If historic properties (unrelated to human remains) are discovered and/or unanticipated effects on historic properties are found, NAVAHCS will stop ground disturbing activities within ten (10) meters of the find and will notify the Signatories and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. NAVAHCS and the Signatories will be guided by the steps established in the archaeological MDP (Stipulation 4.b) and in 36 CFR § 800.13(b).

6. IDENTIFICATION OF HUMAN REMAINS

- a. If potential human remains are identified, NAVAHCS will stop ground disturbing activities within twenty (20) meters of the find, secure the remains; and:
 - i. Contact local law enforcement to determine the age and context of the human remains via in-field analysis only, consistent with applicable Arizona statute(s).
 - ii. Notify the Signatories, the Navajo Nation, and the Yavapai-Prescott Indian Tribe, and consult on appropriate treatment of the find.
 - iii. If the remains are determined Native American, NAVAHCS will follow Stipulation 7 and take into consideration the principles outlined in the *ACHP Burial Sites, Human Remains, and Funerary Objects* (2023) policy statement.

7. NATIVE AMERICAN HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, AND OBJECTS OF CULTURAL PATRIMONY

- a. Prior to the initiation of ground disturbing activities, NAVAHCS will develop a NAGPRA Plan of Action pursuant to 43 CFR §§ 7.7-7.9
- b. NAVAHCS will treat encounters of Native American Human Remains, Funerary Objects, Sacred Objects, and Objects of Cultural Patrimony in accordance with the Native American Graves Protection and Repatriation Act (NAGPRA) (Pub.L. 101-601; 25 U.S.C. 3001-3013; 104 Stat. 3048-3058).

8. CONFIDENTIALITY

- a. AZ SHPO and federal agencies may withhold information regarding the location, character, or ownership of a historic property provided the requirements of Section 304 of the NHPA and 36 CFR § 800.11 are met.

- b. Federal agencies with jurisdiction may withhold information regarding the nature and location of archaeological resources pursuant to Section 9(a) (16 USC §§ 470cc[d] and 470hh) of the Archaeological Resources Protection Act (ARPA) and its implementing regulation (43 CFR § 7.18).
- c. All parties to this PA agree to appropriately safeguard and control the distribution of any confidential information specified in paragraphs a-b of this stipulation that they may receive as a result of their participation in this PA. Such information is presumed exempt from disclosure under the Freedom of Information Act (5 USC § 552) as provided by Section 304 of the NHPA and Section 9(a) of the ARPA.

9. DISPUTE RESOLUTION

Should any consulting party or member of the public object via written correspondence to the manner in which any stipulation of this PA is implemented, NAVAHCS will consult with that party or parties to resolve the objection. If NAVAHCS determines that such objection cannot be resolved, NAVAHCS will:

- a. Forward all documentation relevant to the dispute, including NAVAHCS' proposed resolution, to the ACHP. The ACHP will provide NAVAHCS with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation.
 - i. Adequate documentation will include reference to this PA, the written objection, NAVAHCS' response to the objection, and any supporting documentation.
- b. NAVAHCS will forward documentation relevant to the dispute to all Signatories for their review and comment. NAVAHCS will provide these parties thirty (30) days to provide comments via written correspondence.
- c. NAVAHCS will take into account any timely advice or comments received from the ACHP and other Signatories in determining a final decision on the dispute and provide a response to written objections to all Signatories and consulting parties.
 - i. If the ACHP does not respond within thirty (30) days, NAVAHCS will prepare a written response that takes into account timely comments from other Signatories regarding the dispute.
- d. NAVAHCS will prepare a written decision and distribute the decision and the documentation relevant to the dispute to all Signatories. NAVAHCS will then

proceed in accordance with its final decision.

- e. NAVAHCS' responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

10. AMENDMENTS

This PA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all Signatories is filed with the ACHP.

11. TERMINATION

If any Signatory to this PA determines that its terms will not or cannot be carried out, that party will immediately consult with the other Signatories to attempt to develop an amendment per Stipulation 10. If within thirty (30) days an amendment cannot be reached, any Signatory may terminate the PA upon written notification to the other signatories. Once the PA is terminated, and prior to work continuing on the Undertaking, NAVAHCS must either (a) execute a PA pursuant to 36 CFR § 800.14(b) or a Memorandum of Agreement (MOA) pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. NAVAHCS will notify the Signatories in writing as to the course of action it will pursue.

12. ANTI-DEFICIENCY ACT

The Anti-Deficiency Act, 31 U.S.C. § 1341, prohibits federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. NAVAHCS' obligations under this PA are subject to the availability of appropriated funds, and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. NAVAHCS will make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs NAVAHCS' ability to implement the stipulations of this PA, NAVAHCS will consult in accordance with the amendment and termination procedures found at Stipulations 10 and 11 of this PA.

13. ADMINISTRATION AND REPORTING

- a. In this PA, the term "consulting parties" is considered to refer to the Signatories, Concurring Parties, and any other parties invited to participate in the development of this PA.
- b. All parties will send and accept official notices, comments, requests for additional information and/or documentation, draft materials, final deliverables, and all other communications required by this PA via email unless otherwise

requested.

- c. Time designations in this PA will be in calendar days. Failure of any consulting party to respond within the specified comment period will not preclude NAVAHCS from implementing measures of this PA.
- d. For the purposes of this PA, the definitions provided in 36 CFR § 800.16(a) through (z) inclusive will apply.
- e. NAVAHCS will ensure that federal or contractor staff who meet the applicable Secretary of the Interior's Professional Qualifications Standards for architectural history, history, archeology, architecture, and/or historic architecture (36 CFR § 61) participate as appropriate in all relevant activities required by this PA.
- f. Every year after the execution of this PA until it is concluded, expires, or is terminated, NAVAHCS will provide to all consulting parties a summary report detailing the work undertaken pursuant to its terms. The report will include an update on the Project, status updates for stipulated items, any problems encountered in the past year, and any disputes or objections received in NAVAHCS' efforts to carry out the terms of this PA, as well as the status of those objections.

14. DURATION

- a. This PA will be effective immediately upon execution by all the Signatories. NAVAHCS will ensure a complete copy of the executed PA, including all Signatory pages and attachments, is provided to all consulting parties.
- b. This PA will remain in effect for a period of five (5) years from the date of execution, unless it is concluded, amended, or terminated in accordance with Stipulations 10 and 11 prior to that date.
- c. No later than three (3) months prior to the expiration of the PA, NAVAHCS will initiate consultation to determine if the PA should be allowed to expire or whether it should be extended for an additional term. Unless the Signatories unanimously agree on an extension per Stipulation 10, this PA will expire.

15. COUNTERPART SIGNATURES

This PA may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Execution of this PA by the NAVAHCS, AZ SHPO, the Yavapai-Prescott Indian Tribe, and the ACHP and implementation of its terms evidence that NAVAHCS has taken into account the

effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

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PRESCOTT, YAVAPAI COUNTY, ARIZONA**

SIGNATORY:

THE U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) NORTHERN ARIZONA VA HEALTH CARE SYSTEM (NAVAHCS)

SUSAN YU Digitally signed by SUSAN YU
Date: 2024.07.16 16:43:08
-07'00'

Steve Sample, NS, CHC, VHA-CM
Medical Center Director

Date

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SIGNATORY:

ARIZONA STATE HISTORIC PRESERVATION OFFICER

A handwritten signature in black ink, appearing to read "Kathryn Leonard", is written over a horizontal line.

Kathryn Leonard
State Historic Preservation Officer


July 16, 2024

Date

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SIGNATORY:

YAVAPAI-PRESCOTT INDIAN TRIBE


Robert Ogo, President
Tribal Board of Directors


Date

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SIGNATORY:

ADVISORY COUNCIL ON HISTORIC PRESERVATION



Reid J. Nelson
Executive Director

July 19, 2024

Date

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CONCURRING PARTY:

ARIZONA DEPARTMENT OF HOUSING



Keon Montgomery
Assistant Deputy Director/Housing and Community Development

07/24/2024

Date

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CONCURRING PARTY:

CITY OF PRESCOTT

Dallin Kimble
City Manager

Date

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CONCURRING PARTY:

GORMAN & COMPANY

Sally Schwenn
Arizona Market President

Date

**PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
NORTHERN ARIZONA VETERANS AFFAIRS HEALTH CARE SYSTEM,
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER,
THE YAVAPAI-PRESCOTT INDIAN TRIBE,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
THE FORT WHIPPLE ENHANCED USE LEASE HOUSING DEVELOPMENT PROJECT
AT
THE BOB STUMP DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER
PRESCOTT, YAVAPAI COUNTY, ARIZONA**

CONCURRING PARTY:

NAVAJO NATION

Bobbie Ann Baldwin
Executive Director, Navajo Nation Veterans Administration

Date

**PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
NORTHERN ARIZONA VETERANS AFFAIRS HEALTH CARE SYSTEM,
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PRESCOTT, YAVAPAI COUNTY, ARIZONA**

CONCURRING PARTY:

FORT WHIPPLE MUSEUM



Stuart Rosebrook
Executive Director, Prescott Historical Society, dba Sharlot Hall Museum

7.24.2024

Date

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AMONG
THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
NORTHERN ARIZONA VETERANS AFFAIRS HEALTH CARE SYSTEM,
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PRESCOTT, YAVAPAI COUNTY, ARIZONA**

CONCURRING PARTY:

U.S. VETS

Bryan Campbell
Executive Director, U.S. VETS Prescott

Date

APPENDIX A

AREA OF POTENTIAL EFFECTS (APE) MAP

Northern Arizona Veterans Affairs Health Care System (NAVAHCS) Fort Whipple Enhanced Use Lease Housing Development Project

