

**PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE,
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION (IF PARTICIPATING)
REGARDING THE NORTH RIM UTILITIES IMPROVEMENT PROGRAM,
COCONINO COUNTY, ARIZONA**

WHEREAS, Grand Canyon National Park (GRCA), a unit of the National Park Service (NPS), proposes to carry out the North Rim Utilities Improvement Program (the Undertaking) pursuant to applicable authorities and 36 CFR § 800.1; and

WHEREAS, the Undertaking includes phased improvements to North Rim water, wastewater, electrical, communications, and related utility systems, and associated infrastructure necessary to support park operations; and

WHEREAS, the components of the Undertaking are identified in Appendix A and may be refined or updated pursuant to the Stipulation titled “PROJECT REVIEW PROCESS”; and

WHEREAS, GRCA has determined that the project is an undertaking as defined in 36 CFR § 800.16(y) and has the potential to affect historic properties; and

WHEREAS, GRCA is developing this Programmatic Agreement because the Undertaking will be implemented in phases and, consistent with 36 CFR § 800.14(b)(1)(ii), the full range of effects on historic properties cannot yet be fully assessed; and

WHEREAS, GRCA has defined the Area of Potential Effects (APE) pursuant to 36 CFR § 800.4(a)(1) and 36 CFR § 800.16(d), described and mapped in Appendix B, to encompass approximately 472 acres, including the Bright Angel Peninsula Cultural Landscape, the Roaring Springs Canyon Historic District, linear utility and trail corridors, and associated staging, laydown, and access areas, as provided in the Stipulation titled “AREA OF POTENTIAL EFFECTS (APE)”; and

WHEREAS, GRCA delineated the APE to align with established National Register boundaries and cultural landscape limits in order to encompass a protective buffer sufficient to address potential direct and indirect effects; and

WHEREAS, GRCA may refine the APE in consultation with consulting parties and will document refinements in Appendix B pursuant to the Stipulation titled “AREA OF POTENTIAL EFFECTS (APE)”; and

WHEREAS, GRCA has completed cultural resources identification efforts within the APE consistent with 36 CFR § 800.4(b)(1), and historic properties identified within the APE are listed in Appendix C; and

WHEREAS, GRCA has initiated consultation with the Arizona State Historic Preservation Officer (SHPO) pursuant to 36 CFR §§ 800.2(c)(1) and 800.6, and SHPO is a signatory to this Agreement; and

WHEREAS, GRCA has notified the Advisory Council on Historic Preservation (ACHP) of the development of this Programmatic Agreement pursuant to 36 CFR § 800.14, and the ACHP may participate as a signatory; and

WHEREAS, GRCA has notified the eleven traditionally associated Tribes (hereafter, “the Tribes”) of the Undertaking and will continue government-to-government consultation throughout development and implementation of this Agreement consistent with 36 CFR § 800.2(c)(2); and

WHEREAS, the Paiute Indian Tribe of Utah has requested to participate in this Programmatic Agreement as a concurring party; and

WHEREAS, GRCA has consulted and will continue to consult with Tribes regarding the identification of Traditional Cultural Places (TCPs) consistent with National Register Bulletin 38; and

WHEREAS, the Tribes have identified the Grand Canyon, from rim-to-rim including the Colorado River and associated features, as a Traditional Cultural Place, and GRCA recognizes the continuing importance of these areas to the Tribes; and

WHEREAS, because the APE includes a National Historic Landmark District (NHLD), GRCA will comply with 36 CFR § 800.10, including notifying the Secretary of the Interior and providing an opportunity to participate when an adverse effect may occur; and

WHEREAS, GRCA will meet public involvement requirements consistent with 36 CFR § 800.2(d) and is conducting the Section 106 and National Environmental Policy Act processes as parallel efforts; and

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

STIPULATIONS

I. STANDARDS

A. Responsible Official and Qualifications

1. The GRCA Superintendent is the “responsible agency official,” as defined in 36 CFR § 800.2(a), and shall ensure that GRCA carries out its responsibilities under Section 106 and this Agreement.
2. GRCA shall consult with Tribes on a government-to-government basis consistent with 36 CFR § 800.2(c)(2) and applicable federal trust responsibilities.

B. Secretary of the Interior’s Standards

1. GRCA shall carry out work affecting historic properties consistent with applicable Secretary of the Interior’s *Standards and Guidelines*, as appropriate to the resource type and activity, including:
 - a. The Secretary of the Interior’s *Standards for the Treatment of Historic Properties* (36 CFR Part 68).
 - b. The Secretary of the Interior’s *Standards and Guidelines for Archaeology and Historic Preservation*, as applicable
 - c. The Secretary of the Interior’s *Standards for Architectural and Engineering Documentation* (36 CFR § 68.3(c)), when documentation is required.
 - d. Applicable NPS cultural landscape guidance, as appropriate.

C. Professional Qualifications

1. Cultural resource work carried out under this Agreement shall be carried out by personnel meeting the Secretary of the Interior’s Professional Qualification Standards (36 CFR Part 61), as applicable.
2. Those qualification standards do not apply to Tribally designated representatives when identifying or evaluating properties of traditional, cultural, or religious significance (36 CFR § 800.2(c)(2)(ii)).

D. Access to Qualified Expertise

1. GRCA shall ensure access to qualified cultural resource expertise necessary to carry out the terms of this Agreement, which may be provided by GRCA staff, other NPS offices, contractors, or other qualified personnel, as appropriate.

II. USE OF THE NPS NATIONWIDE OR GRCA PARKWIDE PA

A. Relationship to Other Agreements

1. This Agreement is a project-specific Programmatic Agreement that governs compliance for the Undertaking identified in Appendix A and reviewed pursuant to the Stipulation titled “PROJECT REVIEW PROCESS.”
2. If activities related to the project were not considered under this Agreement and qualify for streamlined review under the NPS Nationwide Programmatic Agreement and/or the GRCA Parkwide Programmatic Agreement, GRCA may review those activities under the applicable agreement, as appropriate.
3. Activities reviewed under the Nationwide and/or Parkwide PA shall be reported annually in accordance with the reporting requirements of the applicable agreement(s).
4. Use of another agreement shall not be used to reduce or avoid measures required under this Agreement for activities reviewed under this Agreement.

III. AREA OF POTENTIAL EFFECTS (APE)

A. Definition and Documentation

1. GRCA shall define the Area of Potential Effects (APE) consistent with 36 CFR § 800.16(d) as the geographic area within which the Undertaking may directly or indirectly cause alterations to the characteristics of historic properties that qualify them for inclusion in the National Register.
2. The APE shall be described and mapped in Appendix B. The APE may extend beyond the LOC to account for indirect effects (e.g., visual, auditory, atmospheric) and ancillary activities (e.g., staging, laydown, access, temporary utilities).

B. Limits of Construction (LOC)

1. The Limits of Construction (LOC) for each project phase shall fall within the APE.
2. GRCA shall provide the LOC as depicted on the applicable plan sheets from the 100% Construction Documents to SHPO, Tribes, and consulting parties, as appropriate and upon request.

C. APE Refinement

1. GRCA may refine the APE if additional areas where the Undertaking may directly or indirectly affect historic properties are identified during project development or implementation.
2. GRCA shall document refinements in an updated Appendix B and notify SHPO, Tribes, and consulting parties.
3. Minor adjustments within the previously defined APE that do not extend the APE boundary do not require APE refinement.

4. If SHPO or a Tribe objects to a proposed refinement, GRCA shall consult in good faith to resolve the objection consistent with the Stipulation titled “DISPUTE RESOLUTION”.

IV. IDENTIFICATION OF HISTORIC PROPERTIES

A. Class I Records Review

1. GRCA shall conduct a Class I review of available survey data, inventory reports, maps, ethnographic information, and other relevant documentation for the APE as defined in the Stipulation titled “AREA OF POTENTIAL EFFECTS (APE).”
2. GRCA shall summarize results of the Class I review in Appendix C, including survey dates, coverage, and confidence of prior work.
3. For areas where existing identification efforts do not meet current standards, GRCA shall identify where additional identification efforts are needed.

B. Identification Surveys

1. GRCA shall summarize previously completed Class III pedestrian surveys within the APE in Appendix C.
2. GRCA shall conduct additional identification efforts where coverage is incomplete or confidence is low, as terrain and access allow.
3. Areas of extremely steep, hazardous, or unstable terrain that preclude safe survey shall be documented as infeasible.

C. Tribal Consultation and Traditional Cultural Places

1. GRCA shall consult with Tribes to identify historic properties and properties of traditional, cultural, or religious significance that may be affected by the Undertaking, consistent with 36 CFR § 800.2(c)(2), 36 CFR § 800.4(a)(4), and National Register Bulletin 38.
2. Tribes may share information at their discretion. Nothing in this Agreement requires a Tribe to disclose sensitive, confidential, or culturally restricted information, or to provide a rationale, in order to participate in consultation or to inform identification and evaluation efforts.
3. GRCA shall incorporate Tribal information into Appendix C as appropriate and shall protect sensitive information consistent with the Stipulation titled “CONFIDENTIALITY OF SENSITIVE INFORMATION” and 36 CFR § 800.11(c).
4. When a Tribe indicates that additional context exists but cannot be shared in detail, GRCA shall consult in good faith on appropriate ways to consider that information (e.g., generalized descriptions, avoidance measures, buffers, or other protective approaches) consistent with applicable law and the Stipulation titled “CONFIDENTIALITY OF SENSITIVE INFORMATION.”

D. Additional Identification and Documentation

1. When additional archaeological identification is required, GRCA shall apply applicable professional standards and document newly identified resources using appropriate Arizona SHPO and NPS documentation forms, as applicable.
2. Identification and evaluation shall occur before ground disturbance to the extent practicable and shall be coordinated with construction phasing.

E. Monitoring

1. GRCA shall determine where archaeological monitoring is appropriate during ground-disturbing activities based on resource sensitivity, geomorphology, and proximity to known resources.
2. Upon request, GRCA shall provide Tribes the opportunity to have Tribal monitors present during ground-disturbing activities. A Tribe is not required to disclose sensitive information in order to request or participate in monitoring.
3. GRCA shall coordinate monitoring logistics (e.g., points of contact, access, safety requirements, work windows, and communication protocols) consistent with the Stipulation titled “MONITORING AND DISCOVERY PLAN.”

V. EVALUATION OF HISTORIC PROPERTIES

A. National Register Evaluation Standards

1. GRCA shall evaluate historic properties identified within the APE in accordance with the criteria set forth in 36 CFR § 60.4.
2. Evaluations shall consider significance under Criteria A–D and the integrity aspects of location, design, setting, materials, workmanship, feeling, and association.
3. GRCA shall apply applicable National Register guidance, including:
 - a. National Register Bulletin 15;
 - b. National Register Bulletin 16A; and
 - c. National Register Bulletin 38 (2024), as applicable for properties of traditional, cultural, or religious significance to Tribes.

B. Integrity and Significance

1. Each evaluation shall include a discussion of both significance and integrity, identifying the characteristics that qualify or do not qualify the property for listing.
2. Properties requiring additional information to support an eligibility determination shall be documented as unevaluated. Until evaluation is completed, unevaluated properties shall be treated as eligible for purposes of effects analysis and avoidance, minimization, or mitigation under this Agreement.

C. Evaluation Documentation

1. GRCA shall prepare or update appropriate documentation (e.g., HPIFs and Determinations of Eligibility) to support eligibility recommendations.
2. GRCA shall submit evaluation documentation to SHPO, Tribes, and other consulting parties for review consistent with the Stipulation titled “PROJECT REVIEW PROCESS,” and shall handle sensitive information consistent with the Stipulation titled “CONFIDENTIALITY OF SENSITIVE INFORMATION.”

D. National Historic Landmarks

1. For National Historic Landmarks and National Historic Landmark Districts, GRCA shall comply with 36 CFR § 800.10.
2. GRCA shall minimize harm to NHLs to the maximum extent possible in accordance with 54 U.S.C. § 306107.
3. GRCA shall coordinate NHL consultation with the NPS Intermountain Region Heritage Partnerships Program (or other NPS office designated to represent the Secretary of the Interior), as appropriate.

E. Eligibility Disagreements

1. GRCA shall consult with SHPO, Tribes, and consulting parties in good faith to resolve disagreements regarding eligibility.
2. If disagreement cannot be resolved, GRCA shall proceed consistent with 36 CFR § 800.4(c)(2), including requesting a formal determination from the Keeper of the National Register, as appropriate.

VI. CONFIDENTIALITY OF SENSITIVE INFORMATION

A. Statutory Authority

1. GRCA shall protect sensitive information consistent with:
 - a. NHPA § 304 (54 U.S.C. § 307103);
 - b. ARPA § 9 (16 U.S.C. § 470hh); and
 - c. FOIA Exemption 3 (5 U.S.C. § 552(b)(3)).
2. GRCA shall withhold from public disclosure information that may risk harm to archaeological resources, sacred places, or culturally sensitive information, consistent with applicable law.

B. Records Management

1. GRCA shall maintain restricted-access files for sensitive records, maps, coordinates, site forms, and images related to historic properties.
2. GRCA shall provide SHPO and Tribes with unredacted documentation for review, as appropriate.

3. Public versions of documents (including NEPA and PEPC materials) shall be redacted to remove sensitive content, as appropriate.
4. GRCA shall consult with SHPO and Tribes, as appropriate, prior to responding to FOIA requests involving sensitive information.

C. Tribal Consultation on Sensitive Data

1. When Tribes identify information as culturally or religiously sensitive, GRCA shall:
 - a. Protect that information to the fullest extent of the law;
 - b. Consult with Tribes to develop generalized summaries for public consumption when appropriate; and
 - c. Document confidentiality measures in the annual report required under the Stipulation titled “ANNUAL REVIEW, REPORTING, AND DOCUMENTATION.”

VII. PROJECT REVIEW PROCESS

A. Ongoing Consultation

1. GRCA shall continue consultation during project implementation and construction when refinements, field adjustments, or design clarifications have the potential to alter effects to historic properties.
2. GRCA shall provide consulting parties with updated materials, drawings, or descriptions necessary to assess effects.
3. When sufficient detail exists, GRCA may issue a draft finding of effect under 36 CFR § 800.4(d)(1) or 36 CFR § 800.5(b).
4. Consulting parties shall have thirty (30) days to review and comment on draft findings and supporting documentation, unless an expedited review period is requested and agreed upon pursuant to Expedited Review of this Stipulation.
5. GRCA shall consider comments received and either revise the finding or explain in writing why suggested revisions cannot be adopted.
6. Unresolved disagreements regarding findings of effect shall be addressed consistent with the Stipulation titled “DISPUTE RESOLUTION.”

B. Final (100 Percent) Construction Documents

1. GRCA has completed 100 percent Construction Documents (CDs) for this Undertaking.
2. GRCA shall provide relevant portions of the CDs (e.g., plan sheets, exhibits, and details needed to understand effects) to SHPO and other consulting parties, as appropriate and upon request.
3. Updates to CDs that do not change a finding of effect shall not require amendment of this Agreement.
4. If updated CDs or field refinements may change a finding of effect or materially alter visual, spatial, or physical effects on historic properties, GRCA shall notify SHPO and

other consulting parties, offer the opportunity to review, and provide updated drawings and supporting information upon request.

C. Expedited Review

1. GRCA may request expedited review when scheduling constraints or emergency conditions require a shortened review period.
2. The request shall explain the reason for expedited review and propose a response deadline.
3. SHPO and consulting parties shall make reasonable efforts to accommodate such requests.

VIII NOTICE TO PROCEED

A. Conditions for Notice to Proceed

1. GRCA shall not issue a Notice to Proceed for an activity that may affect historic properties until review and consultation have been completed consistent with the Stipulation titled “PROJECT REVIEW PROCESS” and, where applicable, “RESOLUTION OF ADVERSE EFFECTS.”

B. Emergency Exceptions

1. Emergency actions carried out under Stipulation titled EMERGENCY ACTIONS may proceed without prior SHPO concurrence when required to protect life or property.

IX. RESOLUTION OF ADVERSE EFFECTS

A. Avoidance and Minimization

1. Where adverse effects to historic properties are identified, GRCA will seek to mitigate the adverse effect through avoidance.
2. Where avoidance is not feasible, GRCA will seek to minimize adverse effects through measures which may include:
 - a. Adjusting project design, depth, or alignment;
 - b. Relocating staging, laydown, or access areas;
 - c. Implementing protective measures (e.g., fencing, buffers, or adjusted construction methods).
3. GRCA shall consult with SHPO, Tribes, and consulting parties when avoidance or minimization measures are feasible.
4. If avoidance or minimization removes the potential for adverse effects, GRCA shall document a finding of no adverse effect consistent with 36 CFR § 800.5(b).

B. Determination of Adverse Effect

1. If avoidance or minimization is not feasible, GRCA shall prepare a determination of adverse effect consistent with 36 CFR § 800.5(d)(2).
2. GRCA shall notify SHPO, Tribes, and consulting parties and provide supporting documentation consistent with 36 CFR § 800.11(e).
3. Disagreements shall be addressed consistent with the Stipulation titled “DISPUTE RESOLUTION.”

C. Historic Property Treatment Plan (HPTP)

1. An HPTP shall be developed only when adverse effects cannot be resolved through implementation of standard avoidance, minimization, and/or mitigation measures identified in this Agreement, or when requested by SHPO, a Tribe, or a consulting party.
2. Because effects may vary by location and resource type, the HPTP shall retain flexibility to incorporate measures tailored to specific resources.
3. At minimum, an HPTP shall:
 - a. Describe affected historic properties;
 - b. Identify the nature of adverse effects;
 - c. Specify mitigation measures;
 - d. Identify applicable Secretary of the Interior’s Standards; and
 - e. Include schedules for completion of documentation and mitigation activities.
4. GRCA shall provide the draft HPTP for review consistent with the Stipulation titled “PROJECT REVIEW PROCESS.”
5. Final deliverables shall be curated with GRCA Museum Collections and provided to SHPO and consulting parties, as appropriate.

D. HABS/HAER/HALS Documentation

1. When documentation is required as mitigation, GRCA shall follow the Secretary of the Interior’s Standards for Architectural and Engineering Documentation and applicable HABS/HAER/HALS guidelines.
2. Draft documentation shall be provided to SHPO, Tribes, and consulting parties for review consistent with the Stipulation titled “PROJECT REVIEW PROCESS.”
3. Where schedule constraints require expedited review, GRCA may request an expedited review period consistent with Stipulation titled “PROJECT REVIEW PROCESS.”
4. GRCA shall submit final documentation to the NPS Heritage Documentation Programs (HDP) for transmittal to the Library of Congress.
5. GRCA shall provide SHPO and GRCA Museum Collections with final archival copies.

E. Documentation of Resolution

1. Upon SHPO concurrence that mitigation deliverables satisfy the resolution of adverse effects, GRCA and SHPO shall document completion through a Letter of Concurrence for the administrative record.

F. Dispute Resolution

1. If consulting parties cannot reach agreement on mitigation measures or HPTP content, GRCA shall initiate dispute resolution consistent with the Stipulation titled “DISPUTE RESOLUTION.”

X. MONITORING AND DISCOVERY PLAN

A. Monitoring and Discovery Plan (MDP)

1. GRCA shall prepare a Monitoring and Discovery Plan (MDP) consistent with 36 CFR § 800.13 and submit it to SHPO and Tribes for review consistent with the Stipulation titled “PROJECT REVIEW PROCESS.”
2. The MDP shall describe monitoring locations, methods, reporting procedures, communication protocols, and decision trees for addressing encountered resources.
3. GRCA shall implement archaeological monitoring where warranted, based on resource sensitivity, geomorphology, or other indicators of site potential. Upon request, GRCA shall provide Tribes the opportunity to participate in monitoring.

B. Unanticipated Discoveries

1. If previously unidentified cultural resources are discovered during construction, GRCA shall:
 - a. Halt work in the immediate vicinity of the discovery;
 - b. Protect the discovery from further disturbance;
 - c. Evaluate the discovery by a qualified professional meeting the Secretary of the Interior’s Professional Qualification Standards (36 CFR Part 61), as applicable; and
 - d. Consult with SHPO and Tribes to determine eligibility, effects, and appropriate treatment measures.

C. Tribal Participation

1. Upon request, GRCA shall offer Tribes the opportunity to have Tribal monitors present during ground-disturbing activities. A Tribe is not required to provide a rationale or disclose sensitive information in order to request or participate in monitoring.
2. Tribal monitoring roles, access, safety requirements, and communication protocols shall be implemented consistent with the Monitoring and Discovery Plan.

X. CURATION OF ARTIFACTS AND RECORDS

A. Curation Requirements

1. GRCA shall curate all artifacts, samples, documentation, and associated records generated under this Agreement at the GRCA Museum Collections Facility in accordance with 36 CFR Part 79.

B. Reporting

1. GRCA shall summarize curation activities under this Agreement in the annual report required under the Stipulation titled “ANNUAL REVIEW, REPORTING, AND DOCUMENTATION”.

XI. TRAINING

A. Required Training

1. GRCA shall provide cultural resource sensitivity training to all contractors, subcontractors, and personnel whose work may affect historic properties.
2. Training shall include:
 - a. Recognition of historic properties;
 - b. Procedures for unanticipated discoveries;
 - c. NAGPRA responsibilities;
 - d. Procedures for halting work.

XII. COMMUNICATION AND PUBLIC INVOLVEMENT

A. Official Communication

1. Email shall be the official means of correspondence under this Agreement.
2. GRCA shall maintain a dedicated Section 106 consultation email address for all formal notifications and correspondence.

B. Document Sharing

1. GRCA shall use a dedicated Section 106 SharePoint site for transmitting large files, construction documents, and reference materials.
2. Formal correspondence (e.g., signed letters) shall be transmitted via email, with supporting documentation uploaded to the SharePoint site for consulting party access.

C. Public Involvement

1. GRCA shall meet public involvement requirements consistent with 36 CFR § 800.2(d) and the National Environmental Policy Act.

2. Public outreach may include:
 - a. Notices and project materials posted on the NPS Planning, Environment, and Public Comment (PEPC) website;
 - b. Information provided on the park's official website;
 - c. Press releases or public notices;
 - d. Additional outreach methods appropriate to the scale and phase of the Undertaking.
3. Any amendment or extension must be executed in writing and signed by all signatories.

XIII. ANNUAL REVIEW, REPORTING, AND DOCUMENTATION

A. Annual Report

1. GRCA shall prepare an annual report documenting actions carried out pursuant to this Agreement. The reporting period shall be the calendar year.
2. The Annual Report shall include:
 - a. A summary of actions conducted under this Agreement;
 - b. A current roster of CRM Team members;
 - c. Updates on inventory and evaluation efforts, including new eligibility recommendations;
 - d. A list of activities reviewed under the Nationwide PA;
 - e. Any new signatories or concurring parties;
 - f. Any disputes and their resolution; and
 - g. A summary of confidentiality measures taken pursuant to Section 304 of the NHPA.

B. Annual Meeting with Signatories

1. GRCA shall coordinate an annual meeting with signatories and concurring parties to review implementation of this Agreement. An annual SHPO visit to the park may satisfy this requirement through an existing annual coordination meeting with SHPO, if mutually agreed.
2. GRCA shall distribute meeting materials at least fourteen (14) days before the meeting.
3. GRCA shall circulate meeting minutes within fourteen (14) days after the meeting.

C. Annual Tribal Coordination and Site Visits

1. GRCA shall provide Tribes an opportunity, on an annual basis, to meet and receive a summary of actions carried out under this Agreement and actions anticipated for the upcoming year.
2. GRCA shall coordinate with Tribes on the format and content of the annual update, which may occur as part of an annual Tribal consultation meeting or through another mutually agreeable forum.
3. Upon request, and as feasible, GRCA shall provide Tribes opportunities for site visits related to substantive changes in project components or areas of work, consistent with safety and operational constraints.

4. If a Tribe is unable to participate in the annual meeting, or upon request, GRCA shall provide alternative methods for engagement, which may include:
 - a. Virtual meetings;
 - b. Requested site visits, as feasible;
 - c. Mailed informational packets and maps; and/or
 - d. Access to relevant consultation materials and plan excerpts (including construction documents as appropriate) through a secure SharePoint site or other virtual platform.

D. Documentation and Record Keeping

1. GRCA shall maintain an administrative record of all actions carried out under this Agreement, including correspondence, meeting notes, survey findings, evaluation materials, and mitigation documentation. These records shall be:
 - a. Available to signatories upon request; and
 - b. Summarized annually in the report.

XIV. EMERGENCY ACTIONS

A. Definition and Timeframe

1. “Emergency actions” are defined under 36 CFR § 800.12 as immediate responses to disasters or threats to life, property, or public safety.
2. This stipulation applies only to actions taken within thirty (30) calendar days of the emergency’s onset.

B. Notification Prior to Action

1. If emergency actions may affect historic properties and circumstances allow, GRCA shall notify SHPO, Tribes, and consulting parties in advance.
2. SHPO and consulting parties shall have seven (7) calendar days to comment.

C. Notification After Immediate Action

1. If prior notification is not feasible, GRCA shall notify SHPO, Tribes, and consulting parties within 48 hours of initiating emergency actions. Notification shall include:
 - a. A description of the emergency action;
 - b. Known or potential effects to historic properties;
 - c. Proposed measures to avoid, minimize, or mitigate harm.
2. SHPO and consulting parties shall have seven (7) days to comment on proposed follow-up actions.

D. Preservation Considerations

1. GRCA shall conduct emergency actions in a manner that does not preclude future preservation, when feasible.

2. Where actions involve historic buildings or structures, GRCA shall apply the Secretary of the Interior's Standards for the Treatment of Historic Properties.
3. Work shall be monitored by an appropriate cultural resource professional when practicable.
4. Immediate rescue and salvage operations necessary to protect life or property are exempt from this Agreement.

XV. DISPUTE RESOLUTION

A. Initial Steps

1. Should any signatory or invited signatory object in writing to any action proposed or carried out under this Agreement, GRCA shall immediately notify all signatories.
2. GRCA shall consult with the objecting party for no more than thirty (30) days to resolve the objection.

B. Elevation to ACHP

1. If GRCA determines that the objection cannot be resolved, GRCA shall forward to the ACHP:
 - a. Documentation relevant to the dispute;
 - b. A summary of GRCA's position;
 - c. Proposed next steps.
2. ACHP shall have thirty (30) days from receipt to:
 - a. Provide written recommendations; or
 - b. Notify GRCA it will provide formal advisory comments under 36 CFR § 800.7.

C. Implementation During Dispute

1. GRCA may continue actions that are not subject to the dispute.
2. The specific activity under dispute shall not proceed until resolved.

XVI. AMENDMENTS

A. Amendment Process

1. Any signatory may propose an amendment to this Agreement.
2. GRCA shall consult with all signatories for no more than thirty (30) days to consider the proposed amendment.
3. Amendments shall be effective only upon the written concurrence of all signatories.

XVII. TERMINATION

A. Termination by Signatories

1. Any signatory may terminate this Agreement after providing thirty (30) days written notice to all other signatories.

2. During the notice period, signatories shall consult to seek alternatives to termination.

B. Effect of Termination

1. If the Agreement is terminated, GRCA shall comply with 36 CFR §§ 800.3–800.7 for all remaining project actions.
2. GRCA may seek to develop a new Programmatic Agreement or Memorandum of Agreement, as appropriate.

XVIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder shall remain in effect. The signatories shall consult to determine whether an amendment to this PA is needed.

XIX. ANTI-DEFICIENCY ACT STATEMENT

Implementation of this Agreement is subject to the availability of appropriated funds and the Anti-Deficiency Act (31 U.S.C. § 1341).

XX. DURATION

A. Term

This Agreement shall remain in effect for fifteen (15) years from the date of execution unless extended or terminated earlier consistent with the Stipulation titled “TERMINATION”.

B. Amendment or Extension

1. If the Undertaking is not complete before the fifteen-year term expires, GRCA may consult with the signatories to amend or extend the Agreement.

XXI. EFFECTIVE DATE

A. Execution

This Agreement shall become effective on the date the last signatory executes it.

XXII. COUNTERPART SIGNATURES

A. Electronic and Hardcopy Execution

1. This Agreement may be executed in counterparts; each shall be considered an original.
2. Electronic signatures or PDF copies shall be considered binding for all purposes.

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

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COCONINO COUNTY, ARIZONA**

SIGNATORIES:

Ed Keeble, Superintendent, Grand Canyon National Park

Date

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SIGNATORIES:

Kathryn Leonard, Arizona State Historic Preservation Officer Date

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COCONINO COUNTY, ARIZONA**

SIGNATORIES:

Reid Nelson, Director, Advisory Council for Historic Preservation

Date

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COCONINO COUNTY, ARIZONA**

CONCURRING PARTIES:

Laurel Yellowhorse, Chairwoman, Paiute Tribe of Utah Date

APPENDIX A: UNDERTAKING COMPONENTS (PHASED)

A. Water System Improvements

1. Rehabilitate, replace, and/or upgrade the potable and raw water conveyance system between the North Rim developed area and the Roaring Springs water source.
2. Construct a new water treatment plant on the North Rim and associated appurtenances.
3. Construct additional water storage tanks on the North Rim and at the Roaring Springs Pumphouse area, including associated piping, valves, and controls.
4. Rehabilitate and/or upgrade the Roaring Springs Pumphouse and associated water system infrastructure.
5. Install new borehole(s) to convey water lines between the North Rim and Roaring Springs (e.g., potable and raw water lines), including associated portals, vaults, and access features.

B. Wastewater System Improvements

1. Rehabilitate, replace, and/or upgrade wastewater collection and conveyance infrastructure serving the North Rim developed area, including associated appurtenances.
2. Rehabilitate, replace, and/or upgrade wastewater treatment infrastructure serving the North Rim developed area, as applicable.

C. Electrical Improvements

1. Rehabilitate, replace, and/or upgrade electrical distribution systems and associated infrastructure needed to support park operations within the APE, including line segments, poles, and appurtenances as applicable.

D. Communications Improvements

1. Rehabilitate, replace, and/or upgrade communications systems and associated infrastructure needed to support park operations within the APE.

E. Water Distribution and Supporting Utility Infrastructure

1. Rehabilitate, replace, and/or upgrade distribution components and associated infrastructure necessary to support water delivery and operational reliability within the North Rim developed area and along the corridor, as applicable.

F. Ancillary and Enabling Actions

1. Use and maintain staging, laydown, access, and temporary work areas necessary to implement phased construction.
2. Implement associated ground disturbance, vegetation removal, erosion control, and site restoration activities necessary to complete the Undertaking.
3. Conduct associated surveys, monitoring, documentation, and treatment measures as required under this Agreement.

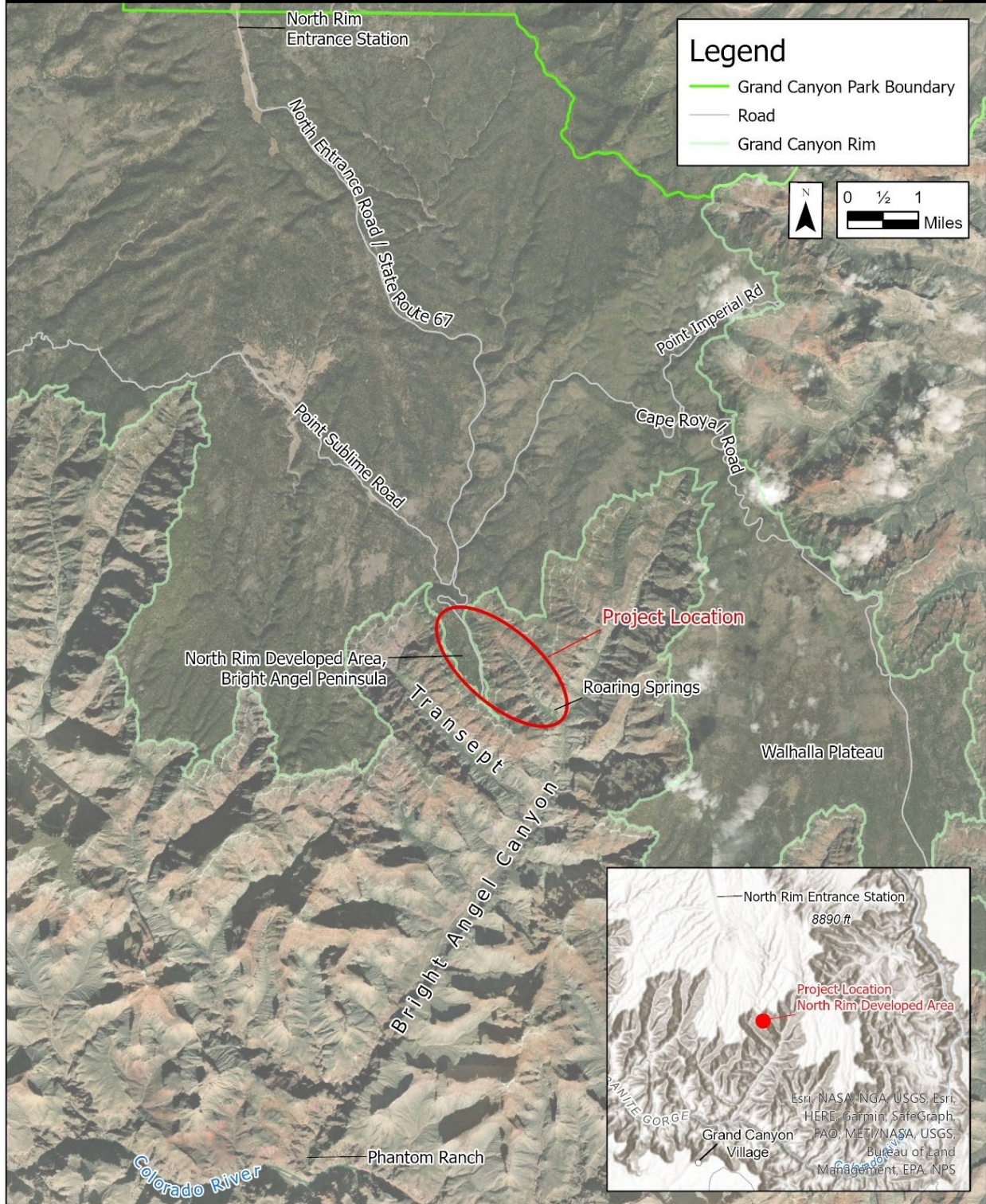
APPENDIX B: AREA OF POTENTIAL EFFECT (APE)

APE Summary

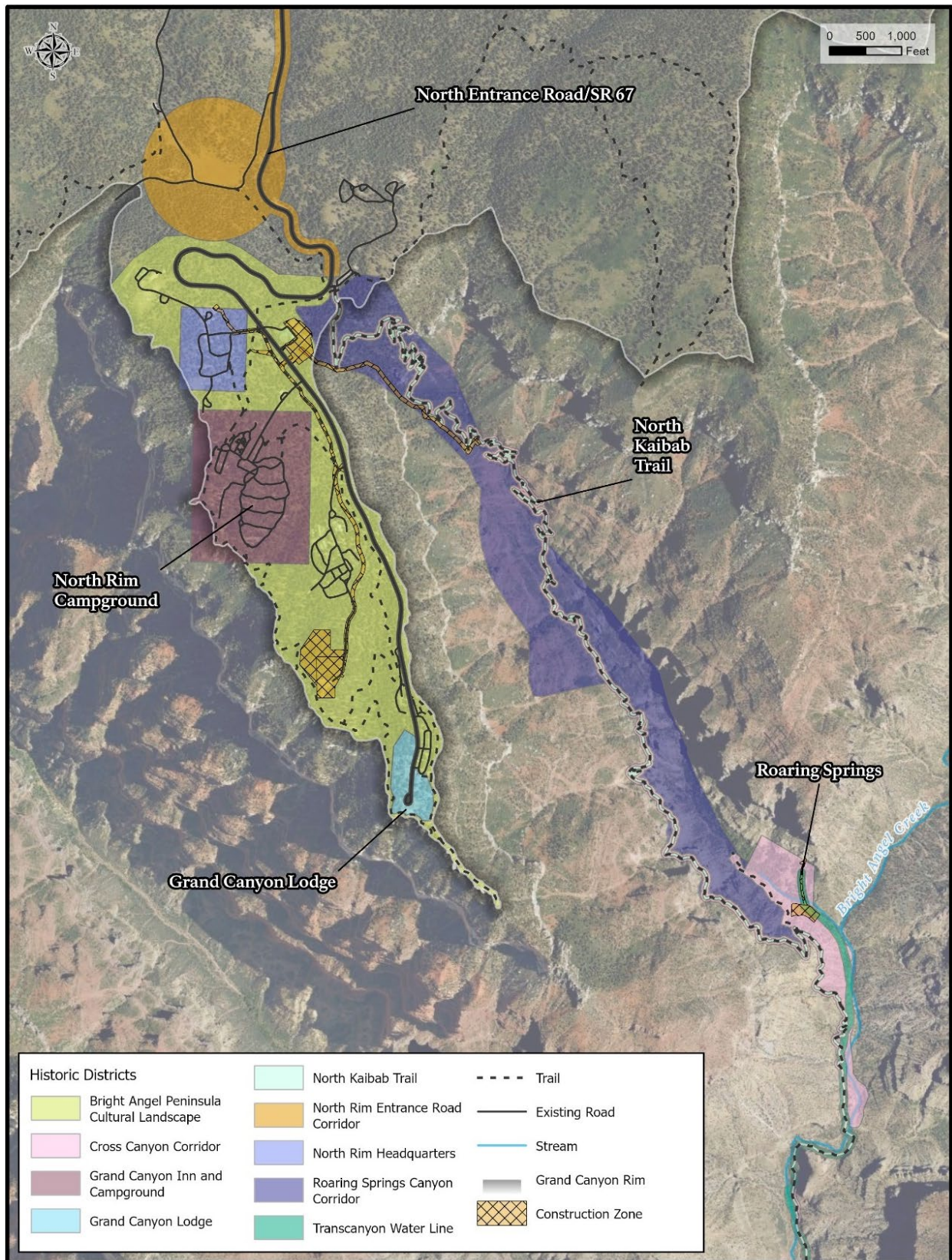
The Area of Potential Effects (APE) for the North Rim Utilities Improvement Program encompasses approximately 472 acres across several noncontiguous locations. The APE is intentionally broader than the Limits of Construction (LOCs) to provide a buffer that accounts for potential direct and indirect effects and allows reasonable flexibility for minor alignment shifts and field adjustments during phased implementation. The APE has 100 percent cultural resource survey coverage. The LOCs are a substantially smaller area entirely within the APE.

The APE includes: the Bright Angel Peninsula Cultural Landscape (241 acres; approximately 7,730 feet north–south with a maximum of about 3,527 feet east–west); the Roaring Springs Canyon Historic District (220 acres; approximately 2.2 miles long with an average width of approximately 750 feet and an elevation change of approximately 3,020 feet); a 100-foot-wide electrical powerline utility corridor between Bright Angel Point and the Roaring Springs Pumphouse; a 100-foot-wide trail corridor between Manzanita Day Use Area and Cottonwood Campground within the Cross Canyon Corridor Historic District; and staging, laydown, and access areas including Marble Flats (6.27 acres), CC Hill (2.20 acres), and Lindbergh Hill (1.77 acres), as depicted on Appendix B maps.

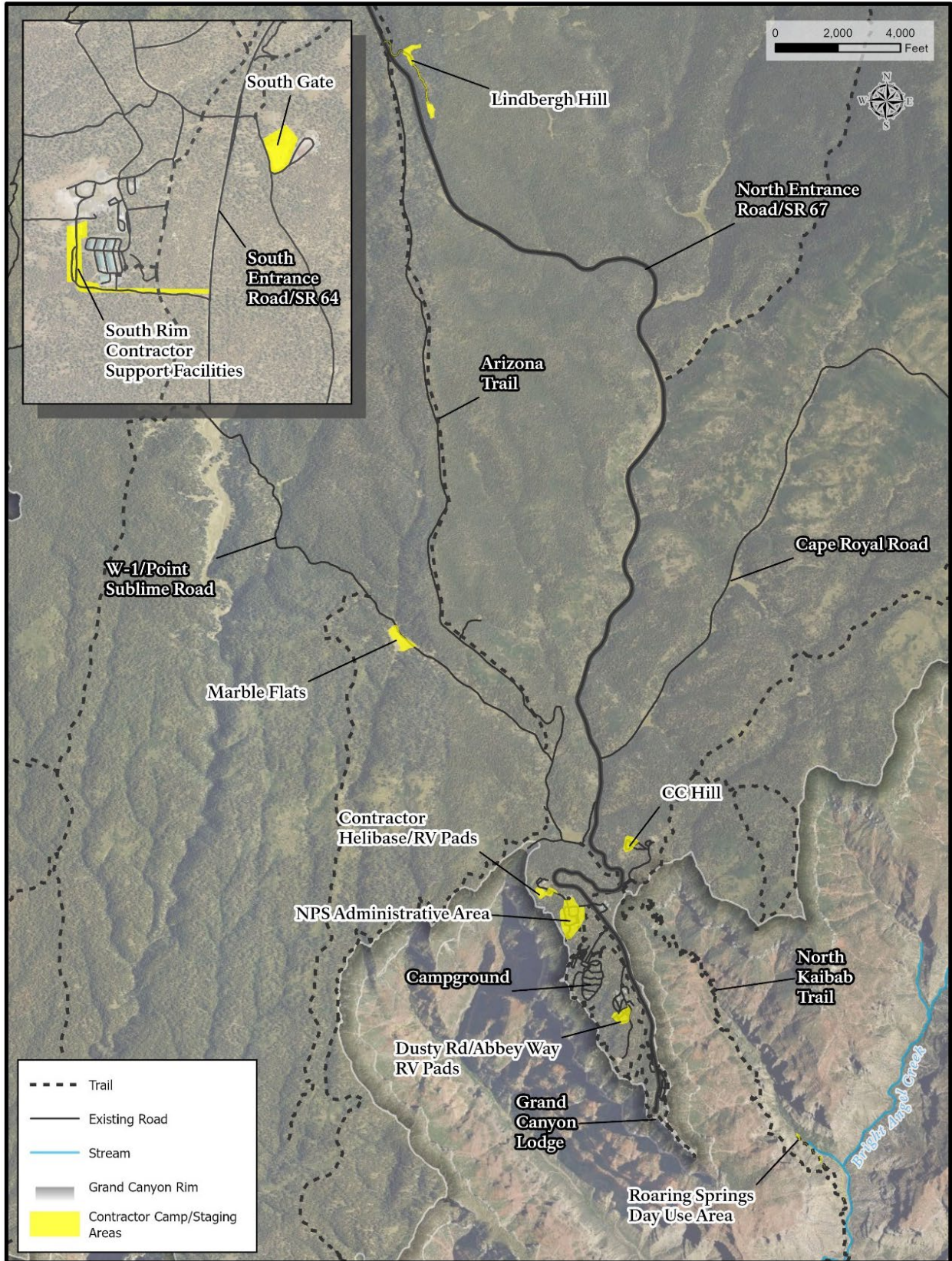
The APE accounts for staging and laydown areas, contractor support locations, access corridors (roads, trails, and utility alignments), Inner Canyon zones (including Roaring Springs), and previously developed or disturbed areas (e.g., Lindbergh Hill, Marble Flats, CC Hill, and the former ballfield). The APE was defined consistent with 36 CFR § 800.4(a)(1).



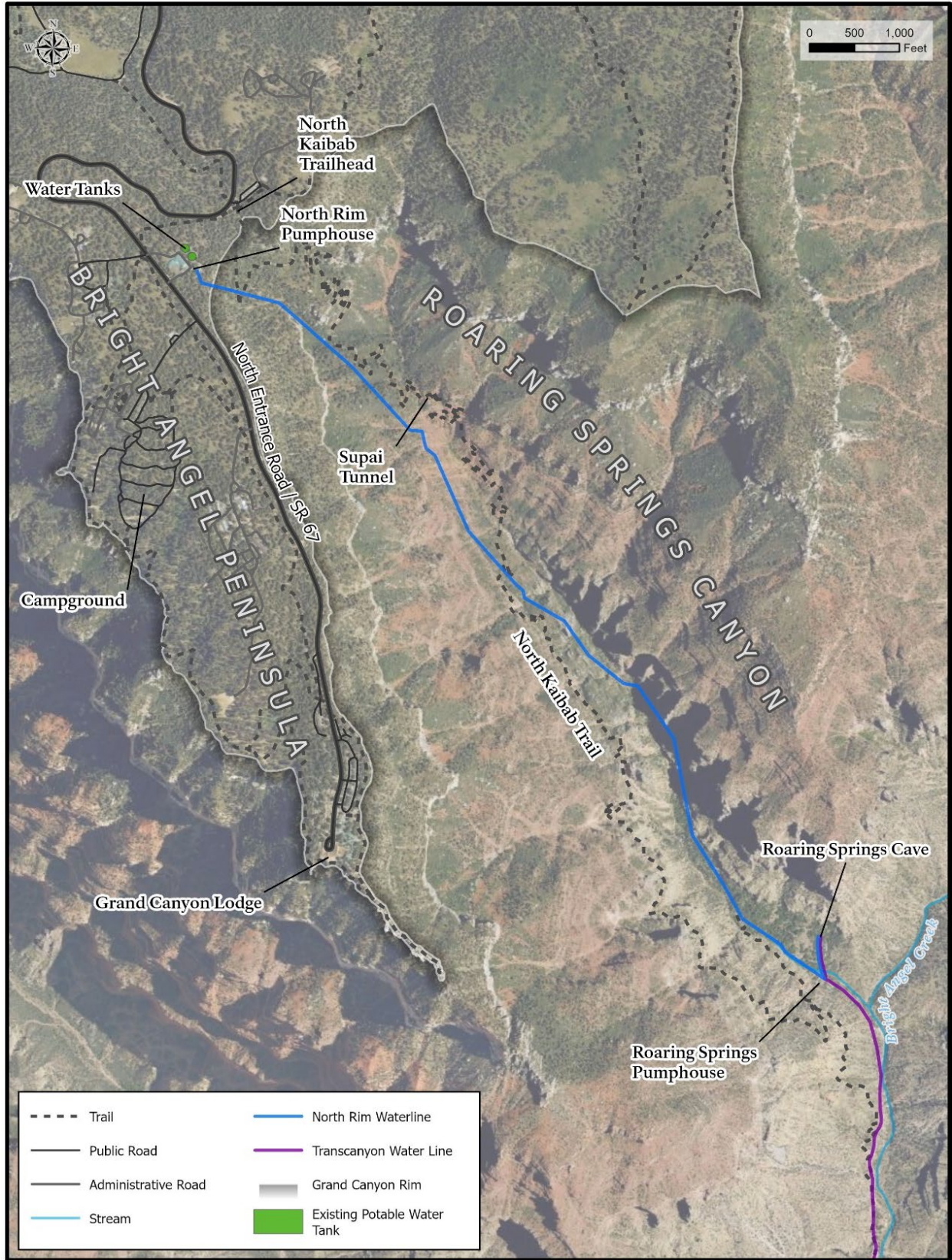
Project Location Overview.



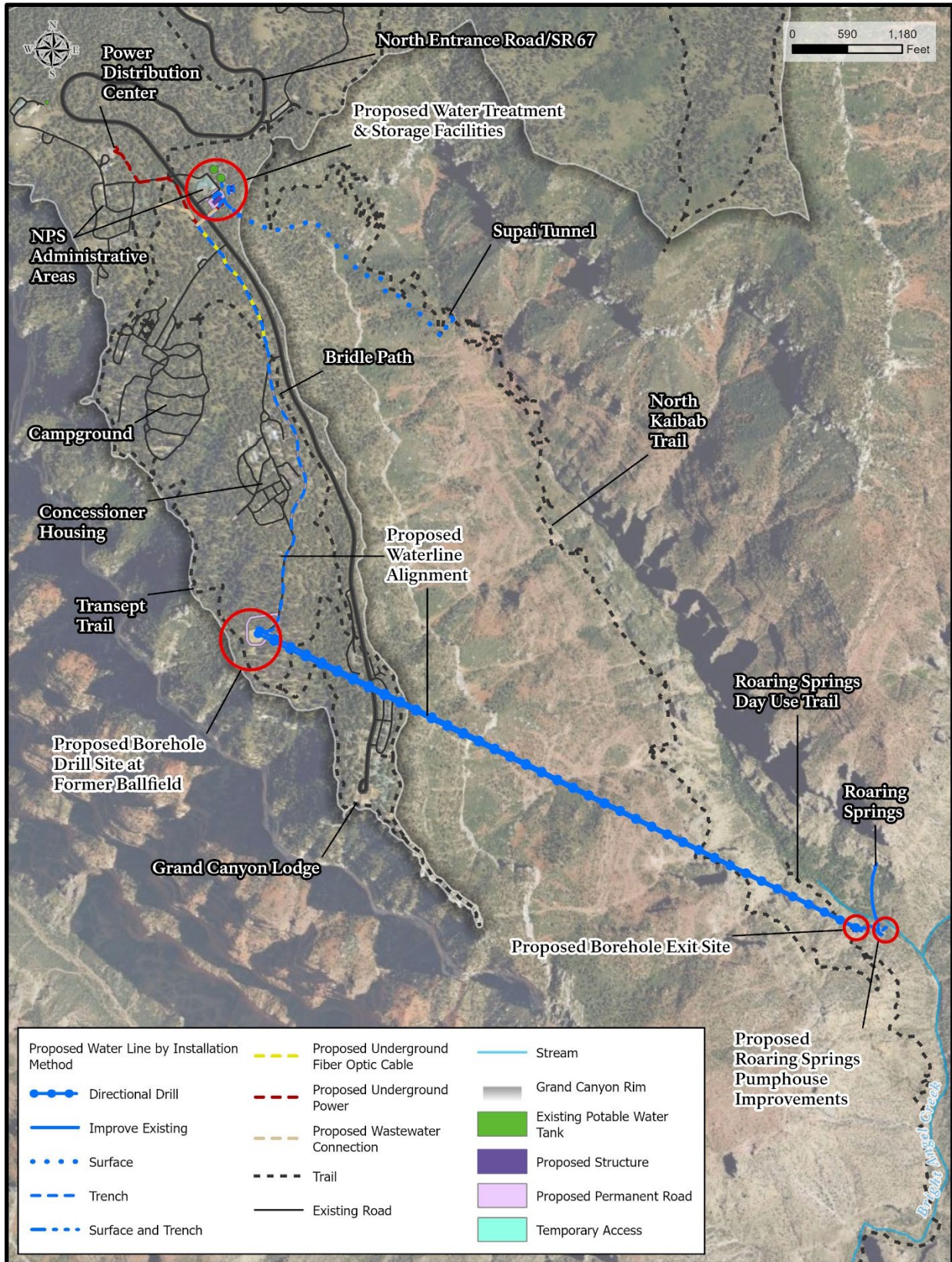
Overview of Historic Districts within the APE.



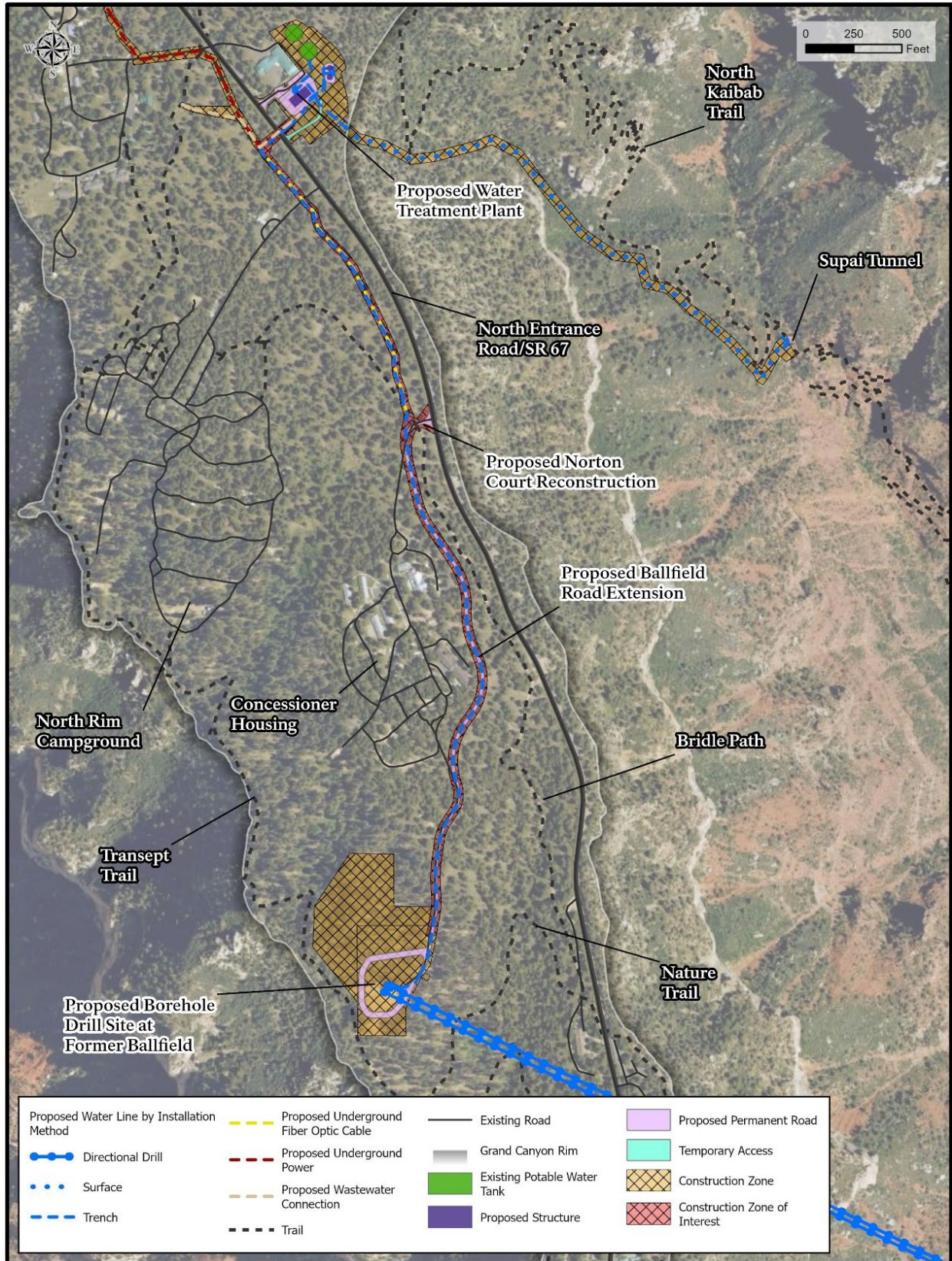
Potential Staging Areas.



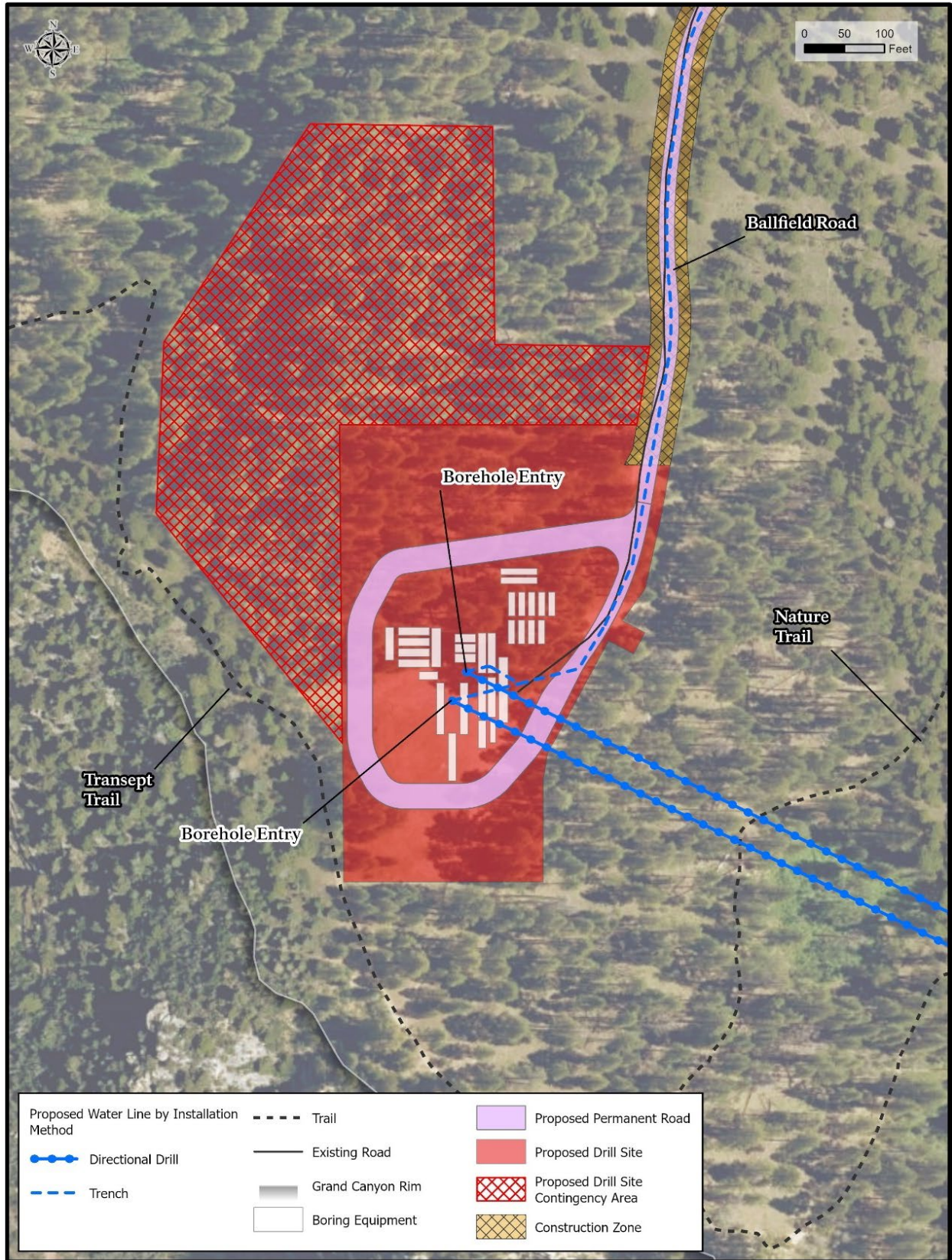
Existing Water System Locations



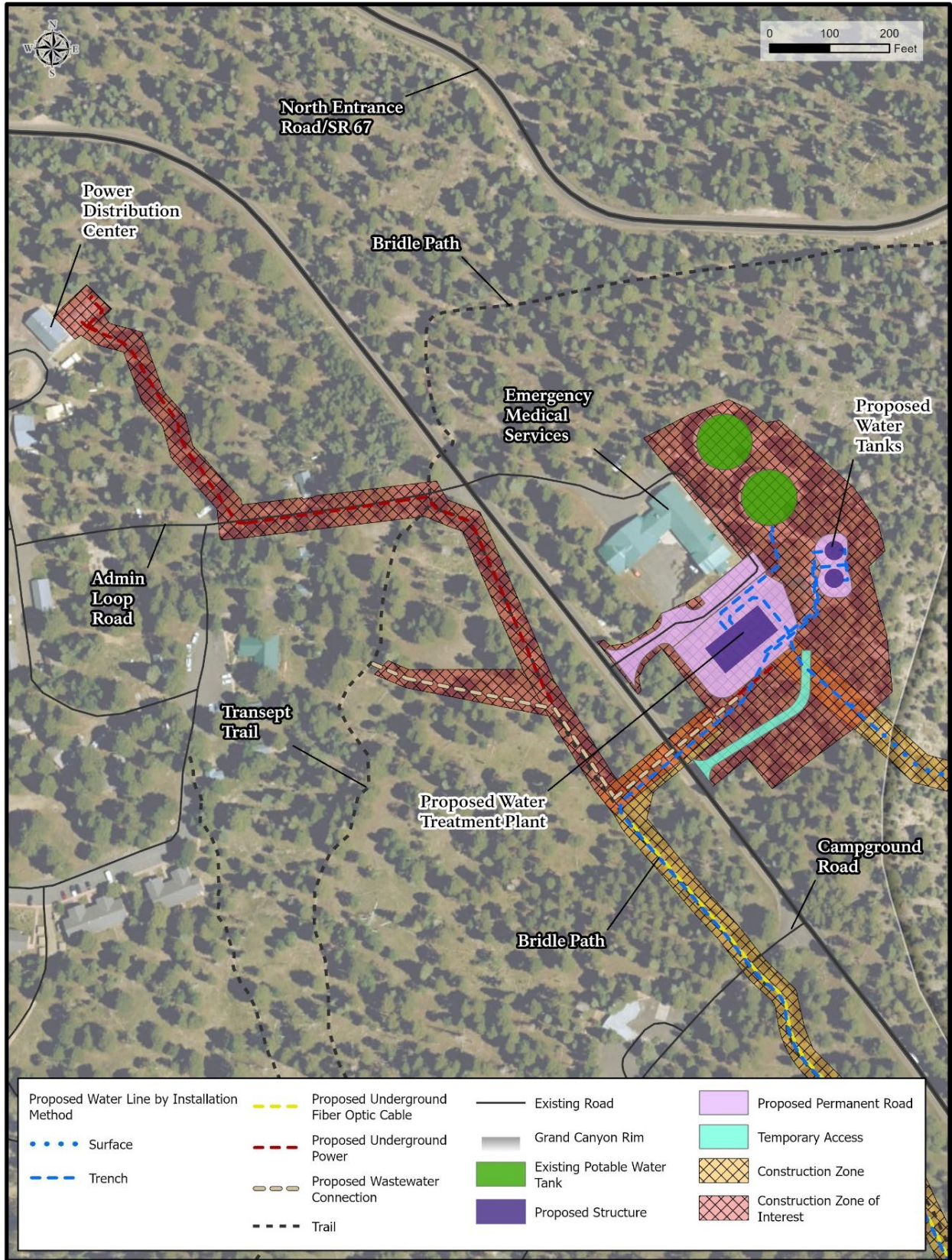
Overview of Proposed Water System Improvements



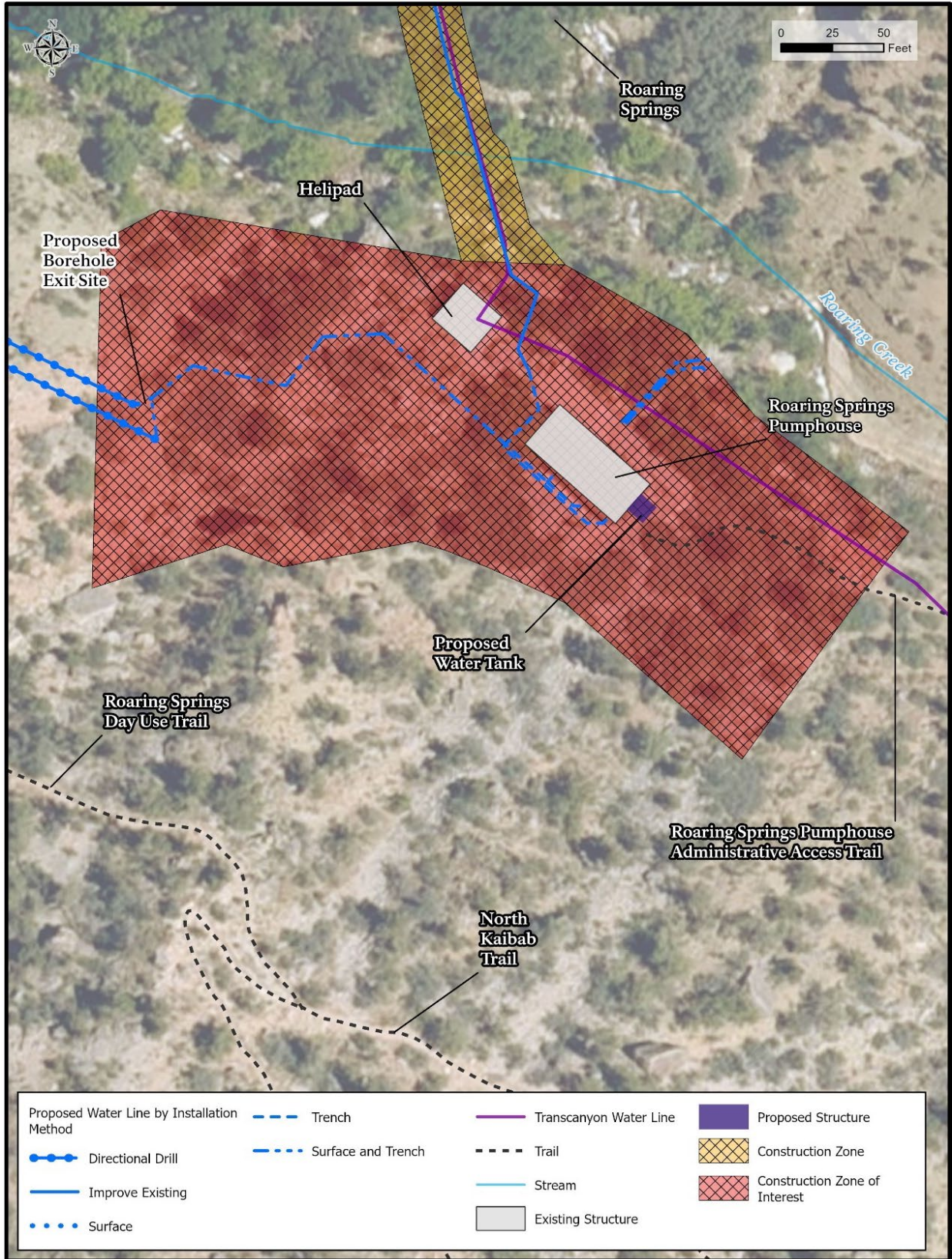
Bright Angel Peninsula Bore Hole Location.



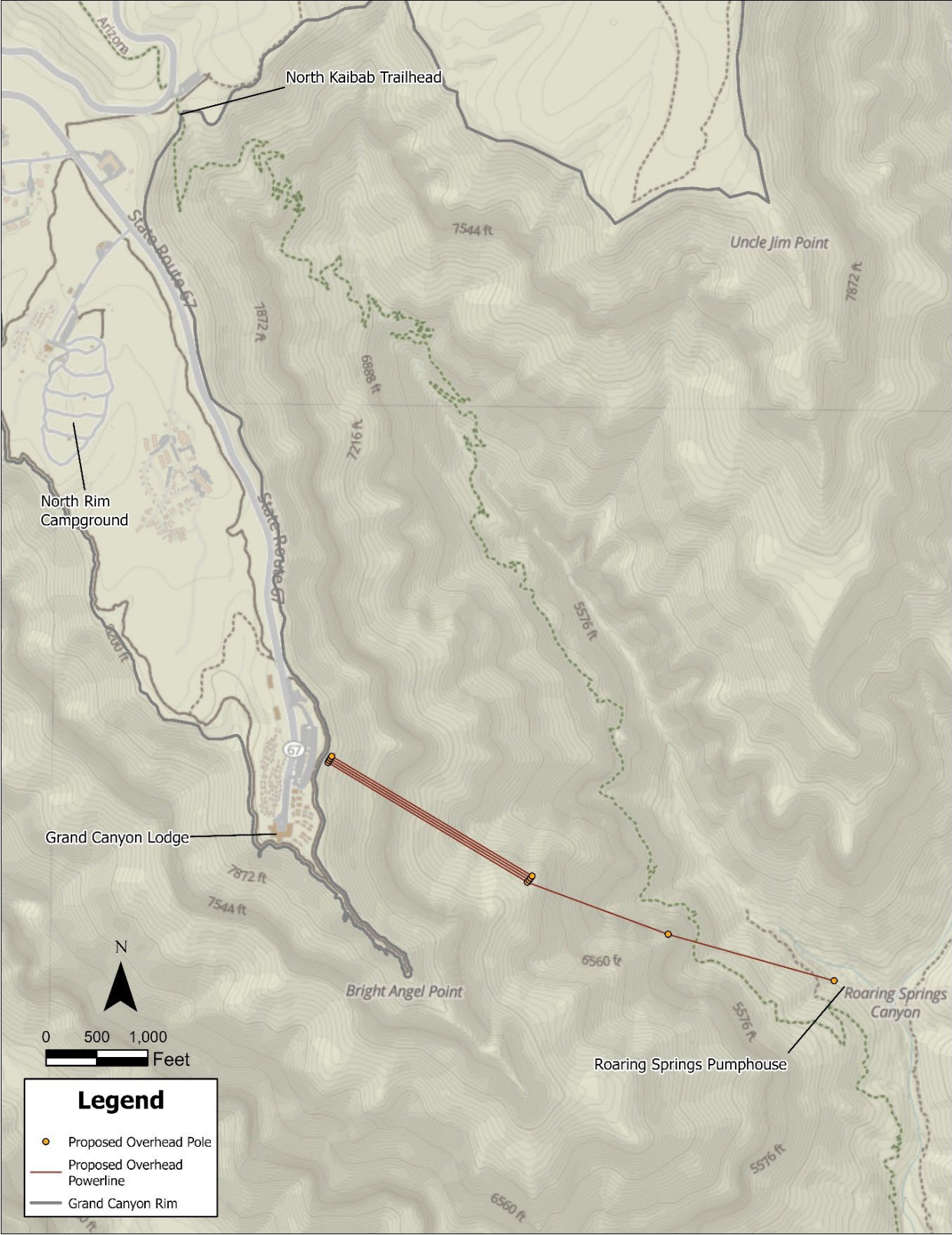
Bore Entry Point.



Water Treatment Plant



Roaring Springs Pumphouse



Overhead Powerlines

APPENDIX C: Identification of Historic Properties (Narrative)

Identification of historic properties within and adjacent to the Area of Potential Effects (APE) was completed consistent with 36 CFR § 800.4(b)(1) through review of existing records and survey documentation, including National Register nominations and determinations of eligibility, cultural landscape inventories and reports, and prior archaeological inventories. Historic properties identified within the APE include listed and eligible historic districts and linear historic corridors associated with North Rim development and Inner Canyon infrastructure. Two previously recorded archaeological sites are known within the APE; these sites will be avoided, and archaeological monitoring will be implemented during ground-disturbing activities consistent with this Agreement.

Post-fire condition assessments and documentation updates for affected historic properties are in progress following the Dragon Bravo Fire (July 2025) and will be addressed through consultation and documentation as they are completed.

North Rim Entrance Road Historic District (Eligible; SHPO concurrence 3/29/2022)

The North Rim Entrance Road Historic District is eligible for listing in the National Register of Historic Places under Criteria A and C for its association with CCC/New Deal era planning and development and for its Rustic design and scenic road engineering. The district is significant at the state level and reflects early cooperative road-building approaches and the National Park Service design ethic for park roads and roadside features during the period of significance 1928–1942.

The district includes the entrance road corridor and associated features that contribute to its historic character, including roadway alignment, drainage and roadside features, and the scenic corridor qualities that were intentionally planned and have been retained. The district generally retains high integrity in location, design, and setting.

Grand Canyon Lodge National Historic Landmark District (NHL) (Listed 1982; NHL 1987)

The Grand Canyon Lodge National Historic Landmark District is listed in the National Register (1982) and designated an NHL (1987) and is significant under Criteria A, B, and C at the national level for its association with early North Rim tourism development, the Union Pacific/Utah Parks Company destination resort era, and Rustic architectural design by Gilbert Stanley Underwood. The district historically included the lodge and associated cabin development and related site features that collectively conveyed a cohesive resort landscape and visitor experience during the period of significance 1927–1937.

The Dragon Bravo Fire (July 2025) resulted in substantial fire-related loss within the NHL. Post-fire assessments and documentation updates are in progress and will inform any future

findings related to integrity, district boundaries, and contributing resources through appropriate consultation and documentation.

North Rim Headquarters Historic District (Listed 1982)

The North Rim Headquarters Historic District is listed in the National Register (1982) and is significant under Criteria A and C at the local level for its association with the development of park administration and operations and for its Rustic-era design characteristics. The district includes administrative, residential, and support facilities developed to serve park functions during the period of significance 1926–1936, including CCC-era contributions to the overall development pattern.

The district's character derives from its functional organization and the relationship of buildings and circulation features that supported North Rim operations. While changes have occurred over time, the district continues to convey its historic function and overall design intent as an administrative and operations center.

Grand Canyon Inn and Campground Historic District (Listed 1982)

The Grand Canyon Inn and Campground Historic District is listed in the National Register (1982) and is significant under Criteria A and C at the local level for its association with early visitor services and tourist lodging at the North Rim and for its characteristic design and layout. The district reflects early concession-era development patterns and the evolution of visitor accommodations and campground organization during the period of significance 1928–1929.

The district includes the inn/cabin/campground development area and associated features that express historic visitor use and support functions. It generally retains integrity in design, materials, and spatial relationships sufficient to convey its significance.

Cross Canyon Corridor Historic District (Eligible; SHPO concurrence 2015-1168)

The Cross Canyon Corridor Historic District is eligible for the National Register and is significant under Criteria A (national level) and C (state level) for its association with the development of canyon-crossing recreation, trail systems, and related infrastructure and design traditions during the period of significance 1890–1942. The district encompasses historically important trail corridors that link the rims through the Inner Canyon and reflect long-term planning, construction, and maintenance approaches associated with early park development and CCC-era work.

Within the context of this Undertaking, the APE includes portions of the Cross Canyon Corridor in the Roaring Springs and Cottonwood/Manzanita vicinity. The corridor's significance is conveyed through the continuity of the trail system, associated built features, and the longstanding role of the corridor in access, recreation, and canyon infrastructure.

Transcanyon Water Line Historic District (Eligible; SHPO concurrence 2015-1157)

The Transcanyon Water Line Historic District is eligible for listing in the National Register under Criteria A and C at the national level and is significant as a Mission 66-era engineering and community planning achievement that provided reliable water supply infrastructure across a complex canyon landscape. The district reflects the design, installation, and improvement of a major park utility system during the period of significance 1963–1986 and is associated with mid-century modernization of park operations and visitor services.

The district includes the waterline and associated infrastructure that together convey engineering significance and the historic function of water delivery across the canyon. For this Undertaking, the APE includes the northernmost portion of the Transcanyon Water Line Historic District.

Roaring Springs Canyon Historic District (Eligible; SHPO concurrence 2024)

The Roaring Springs Canyon Historic District is eligible for listing in the National Register under Criteria A and C at the local level and is significant for its association with the development of North Rim water supply infrastructure and related engineering solutions in a rugged Inner Canyon setting. The district encompasses the Roaring Springs Canyon corridor and includes historic utility features and associated infrastructure that supported water delivery to the North Rim during the period of significance 1927–1979.

The district's significance is conveyed through the linear utility corridor and related contributing features that reflect early NPS and CCC-era infrastructure development and subsequent improvements. The APE for this Undertaking occurs within the Roaring Springs Canyon Historic District boundary.

North Rim Utilities Improvement Program — Historic Property Summary (Table)

Location	Property Name	NRHP Status	Criteria	Level of Significance	Period of Significance	Summary
North Rim Entrance Road	North Rim Entrance Road Historic District	Eligible (SHPO concurrence 3/29/2022)	A, C	State	1928–1942	CCC-era road planning and Rustic design; scenic corridor and associated features. Retains high integrity in location, design, and setting.
North Rim Developed Area	Grand Canyon Lodge National Historic Landmark District (NHLD)*	Listed (1982); NHL (1987)	A, B, C	National	1927–1937	Rustic hotel complex associated with Union Pacific/Utah Parks Company and architect Gilbert Stanley Underwood; includes lodge and cabin development and associated features. Substantial fire-related loss occurred during the Dragon Bravo Fire (July 2025); post-fire assessments and documentation updates are in progress.
North Rim Developed Area	North Rim Headquarters Historic District/National Historic Landmark	Listed (1982)	A, C	Local	1926–1936	Rustic-style administrative and residential district developed with CCC support; district continues to convey historic function and design. Post-fire condition updates may be required; assessments and documentation updates are in progress as applicable.
North Rim Developed Area	Grand Canyon Inn and Campground Historic District	Listed (1982)	A, C	Local	1928–1929	Early low-cost tourist lodging developed by Utah Parks Company; includes inn/cabin/campground development and associated features; retains design, materials, and spatial layout.
Inner Canyon	Cross Canyon Corridor Historic District	Eligible (SHPO concurrence 2015-1168)	A (Nat.), C (State)	National, State	1890–1942	Canyon-spanning historic trail corridor associated with early park recreation and infrastructure, CCC work, and Rustic design traditions. APE includes portions in the Roaring Springs and Cottonwood/Manzanita vicinity.
Inner Canyon	Trans canyon Water Line Historic District	Eligible (SHPO concurrence 2015-1157)	A, C	National	1963–1986	Mission 66-era water supply system and associated infrastructure; engineering and planning significance; integrity and engineering significance retained. APE includes the northern portion of the district.
Inner Canyon	Roaring Springs Canyon Historic District	Eligible (SHPO concurrence 2024)	A, C	Local	1927–1979	Historic North Rim water supply system corridor including pipeline segments, tramway route/features, and related NPS/CCC-era infrastructure. APE occurs within the district boundary.

* Grand Canyon Lodge NHLD (context note). The Grand Canyon Lodge district was listed in the NRHP in 1982 and designated a National Historic Landmark in 1987. It is significant for its association with Union Pacific/Utah Parks Company tourism development and Rustic-style design by Gilbert Stanley Underwood, including lodge and cabin development and associated site features. Substantial fire-related loss occurred in July 2025; updated documentation is in progress.