

**FINAL PROGRAMMATIC AGREEMENT
AMONG
UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND
MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER,
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
COASTAL PLAIN OIL AND GAS LEASING PROGRAM**

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FINAL PROGRAMMATIC AGREEMENT

Among the
United States Department of the Interior, Bureau of Land Management,
Alaska State Historic Preservation Officer,
and
Advisory Council on Historic Preservation
Regarding the
Coastal Plain Oil and Gas Leasing Program

PREAMBLE

WHEREAS, the United States Department of the Interior (DOI), Bureau of Land Management (BLM) has been directed to implement an oil and gas leasing program (Program) within the Coastal Plain of the Arctic National Wildlife Refuge (ANWR) pursuant to Section 20001 of the Tax Cuts and Jobs Act (Public Law 115-97 [December 22, 2017]); and

WHEREAS, Section 106 of the National Historic Preservation Act (NHPA) requires each federal agency, prior to any federal or federally sponsored, assisted, or authorized Undertaking, to take into account the effects of the proposed Undertaking on Historic Properties, which are properties listed in or eligible for listing in the National Register of Historic Places (NRHP), and to afford the Advisory Council on Historic Preservation (ACHP or Council) a reasonable opportunity to comment regarding such Undertaking; and

WHEREAS, the Public Law 115-97 directs the BLM to implement the Program, and therefore the BLM is the federal agency for purposes of complying with Section 106 of the NHPA; and

WHEREAS, the BLM's implementation of the Program, as defined below in Stipulation IV, is an Undertaking subject to Section 106 (54 United States Code [USC] § 306108) of the NHPA (Public Law 89-665 [October 15, 1966]) ("the Undertaking");

WHEREAS, the BLM's development of an Environmental Impact Statement (EIS) and selection of a preferred alternative that will guide the sale of leases for oil and gas activities is pursuant to the National Environmental Policy Act (NEPA) (Public Law 91-190 [January 1, 1970]); and

WHEREAS, the BLM, in consultation with the Alaska State Historic Preservation Officer (SHPO) and the ACHP, has determined that the area of potential effects (APE) for the Undertaking consists of the "1002" area of the ANWR, which is approximately 1.5 million acres, and is defined in Section 20001 of Public Law 115-97, and is presented in *Appendix B: Area of Potential Effects*; and

WHEREAS, the BLM, in consultation with the SHPO and the ACHP, has determined that compliance with Section 106 may best be achieved through the development of a

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Programmatic Agreement (PA) as the BLM cannot fully determine effects on Historic Properties within the APE prior to approval of the Undertaking as defined in 36 Code of Federal Regulations (CFR) § 800.14(b)(1)(ii); and

WHEREAS, the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.14(b)(2) and is a Signatory to this PA; and

WHEREAS, the DOI, Fish and Wildlife Service (FWS), as the surface manager of the APE, has jurisdictional roles concerning certain aspects of the BLM's Undertaking, including, but not limited to, actions involving the Archaeological Resources Protection Act (ARPA) (Public Law 96-95 [October 31, 1979]), and the Native American Graves Protection and Repatriation Act (NAGPRA) (Public Law 101-601 [November 16, 1990]), and therefore is an Invited Signatory to this PA; and

WHEREAS, the BLM also complies with the American Indian Religious Freedom Act (Public Law 95-341 [August 11, 1978]); NAGPRA, as it applies to lands under federal control; and Executive Orders 13007 and 13175; and

WHEREAS, the BLM has invited federally recognized Indian Tribes as defined in 36 CFR § 800.16(m), and listed in *Appendix C: Consulting Parties*, of this PA to participate in consultation as Consulting Parties, consistent with 54 USC § 302706(b) and 36 CFR 800.2(c)(2); and

WHEREAS, the BLM has invited regional and village corporations as defined in Section 3 of the Alaska Native Claims Settlement Act (ANCSA) (43 USC § 1602) and in 36 CFR § 800.16(m), and listed in *Appendix C: Consulting Parties*, to participate in consultation; and

WHEREAS, the BLM has provided Indian Tribes and regional and village ANCSA corporations the opportunity to provide information about Historic Properties within the APE consistent with 36 CFR § 800.2(c)(2), and will continue to do so in implementing this PA; and

WHEREAS, the BLM has invited local governments to participate as Consulting Parties, consistent with 36 CFR § 800.2(c)(3); and

WHEREAS, previous investigations and documentation of Historic Properties within the APE are limited in scope and extent; and

WHEREAS, within the APE, the Alaska Heritage Resources Survey (AHRS) in March 2019 listed 90 properties including sod house ruins, historic military features, graves, archaeological sites, ice cellars, and material sources; five (5) are eligible for the NRHP, two (2) are not eligible for the NRHP, two (2) are pending reevaluation for their eligibility, and 81 have not had formal evaluations for their NRHP eligibility; and

WHEREAS, within the APE, the North Slope Borough's Traditional Land Use Inventory (TLUI) in July 2019 listed 54 properties of traditional and/or cultural importance, some of which may be included in the AHRS database, including village sites, subsistence use

locations, sod house ruins, graves, and reindeer herding areas. None of the 54 properties have been evaluated for their eligibility for listing in the NRHP; and

WHEREAS, the PA will serve to outline the program-level stipulations applicable at the leasing stage and the process BLM shall follow for compliance with Section 106 for post-lease activities; and

NOW THEREFORE, the BLM, ACHP, SHPO, and FWS (collectively the “Signatories”) agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on Historic Properties and afford the ACHP an opportunity to comment.

STIPULATIONS

The BLM shall ensure that the following measures are carried out:

I. Administrative

- A. BLM shall ensure that this PA is attached and incorporated into any lease BLM issues for the Program and will ensure that all lessees are aware that they must comply with the terms of this PA during activities on their lease(s).
- B. BLM shall ensure that all lessees provide a copy of the PA to all operators and contractors engaged in exploration, development, production, or reclamation work associated with an issued Program lease prior to their arrival within the APE. Prior to the arrival of any contractor within the APE, lessees will make sure all contractors are made aware of the PA and that BLM requires compliance with its terms.
- C. BLM shall require that any type of archaeological work associated with the Program within the APE not performed by BLM or FWS professional staff will be conducted only under terms of a federally issued Permit for Archaeological Investigations (“ARPA permit”). Such permits are obtained upon application to the BLM or otherwise coordinated by BLM.
- D. If ownership of a lease is transferred, BLM will include as a condition of the transfer that the new lessee must adhere to the terms of this PA.
- E. Electronic mail (e-mail) shall serve as the official correspondence method for all communications regarding this PA and its provisions, with an alternative method of postal mail delivery if the contacts do not have reliable e-mail.
- F. Consulting Parties and Signatories shall provide contact information for this PA. It is the responsibility of each Signatory and Consulting Party to immediately inform BLM of any change in name, mailing address, e-mail address, or phone number for any Consulting Party. Once received, the BLM will forward this information to all Signatories and Consulting Parties by e-mail or mail within five (5) business

days, and will update the contact information for Consulting Parties, which is included below in *Appendix C: Consulting Parties*, and provide an updated version to all Consulting Parties at the Annual Meeting in accordance with Stipulation XII.B.1.i. In accordance with Stipulation XV.D, updates to *Appendix C: Consulting Parties* do not require formal amendments to this PA.

- G. At any time, Signatories to this PA may request additional time for reviews of documentation, preparation of guidance documents, or any other time-sensitive materials outlined in this PA by providing a written request to the BLM.
- H. The Signatories may execute this PA in counterparts, with a separate page for each Signatory.

II. Scope of the PA

- A. This PA only addresses potential effects on Historic Properties, consistent with 36 CFR Part 800 and other federal laws that may be affected by the BLM's Undertaking within the APE.
- B. This PA establishes the process the BLM will follow to fulfill its responsibilities under Section 106 of NHPA, including consultation with Indian Tribes, for the Undertaking that may be implemented in accordance with the decisions supported by the Program EIS and BLM policy.
- C. BLM will make a reasonable and good faith effort to implement this PA in its entirety. This PA is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this PA will be handled in accordance with applicable laws, regulations, and procedures including those for Federal Government procurement and printing. Separate agreements will outline such endeavors and will be made in writing by representatives of the parties and will be independently authorized by appropriate statutory authority. This PA does not provide such authority. If any commitment made in this PA cannot be fulfilled as stated, prior to continuing work on the Undertaking, the BLM shall either execute an amendment to this PA in accordance with Stipulation XV or terminate this PA in accordance with Stipulation XVI.

III. Agency Coordination Procedures

- A. Agency Roles and Coordination
 - 1. BLM
 - a. BLM, as the lead federal agency for the purposes of Section 106 compliance, is responsible for the following actions:
 - i. Conducting Section 106 reviews of Project types in Stipulation IV.A., in accordance with the terms of this PA;
 - ii. Receiving permit applications and considering the issuance of permits that may be needed for Section 106 compliance work for oil and gas-

related projects in the APE. Such permits may include various types of land use authorizations as well as ARPA permits.

2. FWS

- a. FWS, as surface manager of the APE, is responsible for the following actions:
 - i. Receiving, reviewing, commenting on, and evaluating applications for ARPA permits provided by BLM;
 - ii. Receiving, reviewing, commenting on, and evaluating Section 106 determinations and findings made by BLM;
 - iii. Managing artifact collections originating from studies conducted within the APE;
 - iv. Managing and conducting appropriate actions associated with NAGPRA materials and Human Remains, including development of the Plan of Action (POA) *Appendix E: NAGPRA Plan of Action*.

IV. Section 106 Consultation Plan and Procedures

- A. BLM anticipates that the Program will include several Project types and that each type will require consultation with Signatories and Consulting Parties. Project types include, but may not be limited to:
 1. Leasing;
 2. Inventory, Research, and Monitoring Activities;
 3. Geophysical Exploration;
 4. Applications for Permit to Drill (APD) (drilling exploration and development);
 5. Marine and Intertidal Activities and Operations;
 6. Operations and Production;
 7. Inspections and Enforcement; and
 8. Reclamation
- B. As appropriate and needed, BLM shall consult with Signatories and Consulting Parties throughout the life of this PA on the above Project types to include, but not limited to the following:
 1. Collecting information to inform permitting, NEPA reviews, and if appropriate, selection of alternatives;
 2. Developing appropriate research designs and investigative methods for potential Historic Properties (i.e., archaeological, ethnographic, historic, socio-cultural) studies;
 3. Determining whether incorporating Project-specific conditions and/or stipulations into BLM-permitted activities can avoid, minimize, and/or mitigate effects to Historic Properties within the Project-specific APE;
 4. Considering conducting periodic joint (i.e., BLM and representatives from interested Signatories and Consulting Parties) site visits within the Project-specific APE(s);
 5. Developing project-specific Memorandum of Agreement (MOA) or PAs; and
 6. Developing Project-specific Historic Properties Management Plans (HPMPs) to avoid, minimize, and/or mitigate adverse effects to Historic Properties that

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- may result from Program activities. These plans may include, but are not limited to:
- a. Monitoring lessee activities and effects on Historic Properties within the Project-specific APE(s);
 - b. Periodic Historic Property condition assessments;
 - c. Documentation review to ensure lessees have fulfilled commitments stipulated by BLM, and have complied with the terms of this PA.
- C. Consistent with the confidentiality requirements in 36 C.F.R. § 800.11(c) and Section 304 of the NHPA, and in consultation with the National Park Service, the BLM shall withhold from public disclosure information about the location, character, or ownership of a historic property when disclosure may cause a significant invasion of privacy, risk harm to the historic property, or impede the use of a traditional religious site by practitioners.
- D. The implementing regulations of Section 106 of the NHPA (36 CFR § 800.2[c][2][ii][A-C]) require BLM to:
1. Consult with any Indian Tribe that attaches religious and cultural significance to Historic Properties that may be affected by an Undertaking;
 2. Provide Indian Tribes with a reasonable opportunity to identify their concerns about Historic Properties, to advise on the identification and evaluation of Historic Properties, including those of traditional religious and cultural importance, to articulate their views on the Undertaking's effects on such properties, and to participate in the resolution of adverse effects;
 3. Consult with Indian Tribes in a sensitive manner respectful of tribal sovereignty, and in a manner sensitive to the concerns and needs of the Indian Tribe; and
 4. In addition to those items listed above concerning BLM's consultation obligations to Indian Tribes under the NHPA, BLM shall consult with Indian Tribes as appropriate and needed, to:
 - a. Develop a NAGPRA Plan of Action (POA) (43 CFR 10.3 and 10.5) (see *Appendix E: NAGPRA Plan of Action*); and
 - b. Consider including Tribal representatives to participate in fieldwork, monitoring, post-field analyses, and reporting activities.
- E. At any time throughout the life of the PA, Consulting Parties may contact the BLM regarding the PA's effectiveness, and if requested, BLM may raise issues of concern to the Signatories and other Consulting Parties at the Annual PA Meeting.
- F. At any time throughout the life of the PA, any outside entity not initially part of this PA, including any Indian Tribes, may contact the BLM and request to become a Consulting Party. BLM will consider any such request and notify the Signatories and other Consulting Parties of the request and BLM's decision.

V. Section 106 Procedures

- A. The Undertaking involves a number of activities associated with oil and gas leasing and associated activities within the APE that have varying levels of potential to cause effects to Historic Properties, all of which are covered by this PA. The steps below outline an alternate process for BLM to comply with NHPA for the Undertaking, which will be carried out by BLM or FWS professional staff or non-federal professionals who meet the Secretary of the Interior's (SOI) Professional Qualifications Standards (48 Federal Register 44716-44742), as appropriate.
- B. BLM shall make a good faith effort to identify and evaluate Historic Properties but anticipates that in certain cases a 100-percent identification may not be necessary, and NRHP evaluations may be conducted on all or some of identified properties. BLM will collect, or direct lessees and/or their contractors to collect the amount of information necessary for the BLM to make decisions regarding the potential of the Project type(s) to affect Historic Properties in accordance with the terms of the PA below.
- C. At its discretion, BLM may submit documentation requesting SHPO concurrence on determinations of eligibility (DOEs) and findings of effect concurrently in a combined submission for Project types described below.
- D. Nothing shall prevent the BLM from seeking informal consultation with the Signatories or Consulting Parties regarding the preparation of DOEs or findings of effect under the terms of this PA.
- E. **Step 1: Oil and Gas Program Project Types Addressed under this PA**
 - 1. BLM, in consultation with Signatories and Consulting Parties, has determined that this PA will address the following Project types associated with the Program within the APE:
 - a. Lease Sales;
 - b. Inventory, Research, and Monitoring Activities;
 - c. Geophysical Exploration;
 - d. APDs;
 - e. Marine and Intertidal Activities and Operations;
 - f. Operations and Production;
 - g. Inspection and Enforcement; and,
 - h. Reclamation.
- F. **Step 2: Assess Project Potential to Cause Effects**
 - 1. BLM, in accordance with 36 CFR 800.3[a], will determine if a Project type has the potential to cause effects on Historic Properties. BLM has determined that the following undertakings pose little potential to affect historic properties and are therefore exempt from further review under this PA:
 - a. Lease Sale or other Administrative Action; or

- b. Standard maintenance, repairs, or replacement of existing facilities or equipment that do not exceed the original disturbance footprint.
2. If the Project type meets one or more of the above conditions (Section V.F.1.a-b), BLM shall make a determination that the Project type requires no further review under this PA and attach letter to the Project file.
3. If the Project type does not meet the above conditions, and the Project type consists of Inventory, Research, and Monitoring Activities, Geophysical Exploration, Marine and Intertidal Activities and Operations, Operations and Production, or Inspection and Enforcement, the BLM will proceed to Step 3.
4. If the Project type does not meet the above conditions, and the Project type is an APD or Reclamation, BLM will consult with Signatories and Consulting Parties, and BLM will determine if the Project should be addressed under this PA, or if a separate Section 106 process and agreement document (“kick-out”) must occur in accordance with Step 8 below. BLM will notify the Signatories and Consulting Parties as to how it will comply with Section 106 for each of these Projects.

G. Step 3: APE

1. Has BLM, in consultation with the SHPO, defined the APE?
 - a. If yes, proceed to Step 4.
 - b. If no, BLM defines the APE in consultation with SHPO and other Signatories.

H. Step 4: Identification

1. Has BLM determined that efforts to identify Historic Properties consistent with the procedures described in *Appendix D: Methods to Inventory the APE* have been completed within the APE?
 - a. If yes, proceed to Step 5.
 - b. If no, BLM will implement or direct the implementation of methods detailed in *Appendix D: Methods to Inventory the APE* to conduct the appropriate level of effort to identify Historic Properties within the APE of the Project.

I. Step 5: Preliminary APE Assessment

1. Has BLM determined that identification efforts documented properties that have not been previously evaluated for NRHP eligibility within the APE?
 - a. If yes, proceed to Step 6.
 - b. If no or if all known properties have been evaluated for NRHP eligibility, proceed to Step 7.

J. Step 6: Evaluation

1. The BLM will evaluate potential Historic Properties in the APE of the Project for NRHP eligibility (NRHP Bulletin 15) consistent with guidance found in *Appendix D: Methods to Inventory the APE* concerning level of effort.

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- a. BLM will concurrently consult with FWS on all DOEs, and with Indian Tribes on DOEs concerning unevaluated properties of religious and cultural significance prior to submitting them to SHPO for concurrence.
 - i. FWS will have thirty (30) days to review and respond to determinations submitted by BLM. If FWS does not offer comment within the review period, then BLM will move forward with its proposed DOE(s).
 - ii. Indian Tribes will have thirty (30) days to review and respond to determinations submitted by BLM. If an Indian Tribe(s) does not offer comment within the review period, then BLM will move forward with its proposed DOE(s).
- b. Additional time to review a BLM submittal of a DOE(s) may be requested by FWS and/or Indian Tribes, up to thirty (30) days per submittal. BLM has discretion in deciding whether and/or how much extended time to grant.
- c. Within approximately five days of the end of the FWS' and Indian Tribes' review period, including any granted extensions, BLM will submit the DOE to SHPO, who will have thirty (30) days to review the DOE(s). If SHPO does not offer comment within the review period, then BLM may proceed to Step 7.
 - i. BLM may combine the DOE submittal to SHPO with a finding of effect determination and request for concurrence as outlined below in Step 7.
- d. Additional time to review a BLM submittal of a DOE(s) may be requested by SHPO, up to thirty (30) days per submittal.
- e. If agreement cannot be reached on a DOE between BLM and SHPO, then the BLM shall follow the procedures outlined at 36 CFR § 800.4(c)(2).
 - i. Additionally, pursuant to 36 CFR § 800.4(c)(2), if an Indian Tribe disagrees with BLM's DOE regarding a property of religious and cultural significance, it may ask the Council to request that the BLM obtain a determination of eligibility from the Secretary of the Interior, as delegated to the Keeper of the NRHP.
- f. Once BLM completes the required NRHP evaluations in the APE, BLM may then proceed to Step 7.

K. **Step 7: Assess Effects**

- 1. Has BLM determined there are Historic Properties in the APE?
 - a. If yes, BLM will apply the criteria of adverse effect (36 CFR 800.5[a]), and shall notify all Signatories and Consulting Parties of the finding and provide them with the documentation specified in Section 800.11(e). The SHPO shall have 30 days from receipt to review the finding and provide comments.
 - i. If BLM makes a finding of "no adverse effect" (36 CFR 800.5[b]), BLM shall notify Signatories and Consulting Parties of the finding and provide them with documentation supporting this finding.

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1. If SHPO concurs with the BLM's determination, BLM shall document the concurrence to the Project file.
2. If the SHPO or any consulting party notifies the BLM in writing that it disagrees with the finding and specifies the reasons for the disagreement in the notification, BLM shall follow the procedures outlined at 36 CFR 800.5(c)(2-3).
- ii. If BLM makes a finding of "adverse effect" (36 CFR 800.5[d][2]) then BLM shall request the lessee or applicant propose methods to avoid, minimize, and/or mitigate adverse effects.
 1. Upon receipt of the applicant's proposed methods to avoid, minimize, and/or mitigate adverse effects, BLM shall reapply the criteria of adverse effect in consultation with Signatories and Consulting Parties, and if historic properties can be avoided, revise their finding of effect pursuant to 36 CFR 800.6.
- iii. If BLM, in consultation with Signatories and Consulting Parties determines that an applicant's proposed methods to avoid, minimize, and/or mitigate adverse effects will still result in adverse effects to Historic Properties, the process shall revert to the standard Section 106 procedures at 36 CFR 800.6 and conclude with an executed MOA under 36 CFR 800.6 or a Council comment under 36 CFR 800.7.
- b. If no, BLM will make a finding of "no Historic Properties affected" (36 CFR 800.4[d][1]) and submit to SHPO for concurrence with appropriate supporting documentation. SHPO shall have thirty (30) days to review the BLM's determination. BLM shall also provide notice to the Signatories and Consulting Parties of this finding in accordance with 36 CFR 800.4(d)(1).
 - i. If SHPO concurs with the BLM's determination, BLM shall document SHPO concurrence to the Project file.
 - ii. If SHPO does not concur, and resolution cannot be reached through consultation among SHPO, ACHP, and BLM, BLM shall follow the procedures outlined at 36 CFR 800.4(d)(1)(ii-iv).

L. Step 8: Decision regarding Undertaking

1. BLM will not authorize a Project until BLM has completed Steps 1-7, as applicable, and BLM has documented the appropriate finding of effect and resolution efforts, as required, to the Project file.
2. Alternatively, if BLM has determined that a separate Section 106 process and agreement document ("kick-out") is required for an APD or Reclamation Project (see Step 2), BLM may authorize an APD or Reclamation Project subject to this PA only after the separate Section 106 review has been completed, and if necessary, the appropriate agreement document (e.g., MOA or PA) has been executed for the Project.

M. Step 9: Reporting

1. BLM will include a summary of all Projects reviewed under this PA in the previous year in the annual PA report [Stipulation XII]. The summary will include a synopsis for each project, including at minimum:
 - a. A description of the Project;
 - b. Delineation of the APE;
 - c. Identification efforts within the APE;
 - d. NRHP eligibility of known properties within the APE;
 - e. BLM's finding of effect for the Project; and,
 - f. The Qualifications of the Individual who conducted the PA Compliance Review.
2. BLM will submit to the SHPO reports associated with identification, evaluation, and assessments of effect that were used to support BLM findings of effect to the SHPO.
3. BLM may append reports associated with identification, evaluation, and assessments of effect that were used to support BLM finding to the annual PA report, provided they do not contain sensitive information regarding Historic Properties pursuant to Stipulation IV.C.

VI. Methods to Inventory APE

- A. The BLM shall produce a draft of *Appendix D: Methods to Inventory the APE* within six (6) months of execution of the PA. BLM may request additional time to complete this draft; however, BLM must submit this request in writing to the Signatories for concurrence.
- B. *Appendix D: Methods to Inventory the APE* will include parameters on when an unevaluated property within the APE will not be evaluated for the NRHP, guidance on intensity of fieldwork based on proposed actions/activity, guidance on when and at what level archaeological, ethnographic, historical, and archival research should be conducted, and the role of geographic information systems (GIS)-based modeling for the identification of Historic Properties.
- C. BLM shall distribute the first and final drafts of *Appendix D: Methods to Inventory the APE* to Signatories and Consulting Parties for 60-day comment periods. BLM shall distribute interim drafts to Signatories for 30-day comment periods.
- D. BLM will consider timely comments received and revise the draft *Appendix D: Methods to Inventory the APE* accordingly. Multiple drafts may be required, and a final draft will be sent out for review no later than one (1) year from the execution of the PA.
- E. BLM, FWS, and SHPO must approve the draft *Appendix D: Methods to Inventory the APE* before it is considered final.

- F. Drafts cannot be used as interim guidance. If a project needs to move through Step 4 of this PA prior to finalization of *Appendix D: Methods to Inventory the APE*, then the appropriate level of effort and methods will be determined through consultation among BLM, FWS, and SHPO on a case-by-case basis.

VII. **Standards**

A. Professional Qualifications:

1. For work not performed by BLM or FWS professional staff, BLM and FWS shall ensure that all work carried out pursuant to this PA shall be done by or under the direct supervision of qualified historic preservation professionals who meet the Secretary of Interior (SOI) Professional Qualifications Standards (48 Federal Register 44716-44742). The BLM and FWS, through review of permit applications or other means, shall ensure that consultants retained for services pursuant to the Agreement meet these standards.
2. A “qualified historic preservation professional” is a person who meets the relevant standards outlined in the Archeology and Historic Preservation: SOI Standards and Guidelines [as Amended and Annotated] (http://www.nps.gov/history/local-law/arch_stnds_9.htm) or revised equivalent.
3. BLM acknowledges that Indian Tribes possess specialized expertise in identifying and assessing the eligibility of Historic Properties that may possess religious and cultural significance to them (36 CFR 800.4(c)(1)), and as such, do not need to meet the SOI standards regarding identifying and evaluating Historic Properties of religious and cultural significance to them.

B. Professional Standards:

1. As required by Section 112 of the NHPA (54 USC 306131), the BLM shall ensure that all work conducted as a result of this PA is performed in accordance with the SOI Standards for Archeology and Historic Preservation (Standards and Guidelines) (48 Fed. Reg. 44716-44742).
2. BLM shall require that persons supervising and conducting work on the behalf of lessees hold the appropriate BLM permits and/or authorizations as appropriate for inventory, monitoring, and other investigations, and meet the Standards and Guidelines, as well as the SOI Professional Qualification Standards (36 CFR 61) for the applicable discipline. BLM shall also ensure that persons supervising and conducting work on the behalf of lessees comply with the NAGPRA POA.
3. Investigations associated with Program activities will be conducted in accordance with *Appendix D: Methods to Inventory the APE*, and will meet the standards presented in BLM Manual 8110 Identifying and Evaluating Cultural Resources (https://www.blm.gov/sites/blm.gov/files/uploads/mediacenter_blmpolicymanual8110_0.pdf) and BLM Manual 1780 Tribal Relations (<https://www.blm.gov/sites/blm.gov/files/uploads/MS%201780.pdf>).
4. Reports regarding Historic Properties shall meet the standards outlined in the SOI Standards for Archeology and Historic Preservation (Standards and

Guidelines) (48 Fed. Reg. 44716-44742), BLM permit stipulations and guidance (i.e., BLM Manuals 8110 and 1780), and Alaska Office of History and Archaeology guidelines.

VIII. Unanticipated Discoveries

- A. During the entire implementation of this Undertaking, BLM will ensure that the Signatories and Consulting Parties are informed of unanticipated discoveries within the Undertaking's APE during lessees or their contractor related activities associated with the BLM's oil and gas leasing program.
- B. Lessees or their contactors will not take any actions that would adversely affect the discovery (which may be eligible for listing in the NRHP) without written approval from BLM.
- C. Upon the unanticipated discovery, the following steps listed below will be undertaken. If the unanticipated discovery includes human remains, burials, or funerary items, then the additional steps listed in Stipulation X shall be followed.
 - 1. The lessee will ensure that their operator or contractor will halt all activity in the area of the find and an appropriate buffer surrounding the area where further discoveries can be reasonably expected to occur, to be no less than one hundred (100) feet, and will notify the BLM within one (1) business day;
 - 2. The BLM shall require the suspension of activity within the established buffer, and shall notify the Signatories and Consulting Parties within two (2) business days of the discovery;
 - 3. The BLM or a SOI-qualified archaeologist approved by the Signatories will inspect the property as soon as possible and collect enough information to determine (if possible):
 - a. The extent of cultural materials associated with the unanticipated discovery;
 - b. The degree of integrity; and
 - c. The cultural affiliation of the materials (if possible).
 - 4. Within five (5) business days of collection, BLM shall provide a summary of the information collected at the place of discovery to Signatories and Consulting Parties, which will include BLM's preliminary assessment of the NRHP eligibility of the discovery;
 - 5. Within fourteen (14) days of the BLM's distribution of the information regarding the unanticipated discovery, the BLM, in consultation with the Signatories and Consulting Parties, will determine whether the discovery encountered is eligible for listing in the NRHP.
 - a. If the BLM determines that the discovery is ineligible for listing in the NRHP and SHPO concurs, BLM shall authorize the lessee to continue activities in the area of the discovery.
 - b. If the BLM determines the discovery is eligible for listing in the NRHP and SHPO concurs, BLM will direct the lessee to prepare a plan for its

avoidance, protection, or recovery of information in consultation with BLM, Signatories and Consulting Parties, as appropriate.

- i. Within five (5) business days of receipt of the lessee's plan, BLM shall distribute copies of the proposed plan to Signatories and Consulting Parties for review and comment.
 - ii. Signatories and Consulting Parties shall have seven (7) business days to review the proposed plan and provide comments to BLM.
 - iii. BLM shall take into consideration timely comments received on the proposed plan and make a determination to either approve or request revisions to the proposed plan.
 - A. In the event that BLM requests revisions to the plan, BLM shall redistribute the revised plan under the same timelines as above, and Signatories and Consulting Parties shall have the same period of review. BLM may request revisions to the plan two times or until the plan adequately responds to comments. BLM will finalize the plan and provide the final plan to Signatories and Consulting Parties for their information.
6. Work in the established buffer will not proceed until either:
- a. BLM approves the plan and requires its implementation; or
 - b. The BLM determines that the discovery is not eligible for the NRHP, and the SHPO concurs with this determination.

D. BLM will address any disputes over the evaluation or treatment of unanticipated discoveries as provided in Stipulation XIII of this PA.

IX. Unanticipated Effects

- A. If BLM, in consultation with Signatories and Consulting Parties, determines that unanticipated effect(s), including cumulative effects, have occurred to a Historic Property, BLM, in consultation with Signatories and Consulting Parties, will assess the effect(s), develop a plan to address the unanticipated adverse effect(s), and avoid, minimize, and/or mitigate the unanticipated adverse effect(s).
- B. BLM will notify Signatories and Consulting Parties of unanticipated effects within approximately two (2) business days of the determination in IX.A. if caused by a current action (i.e., construction) or other situation requiring expedited review. Within approximately seven (7) days of discovery of an unanticipated effect, BLM will submit to Signatories and Consulting Parties, for a seven (7) day comment period, a finding on whether the unanticipated effect was adverse.
- C. If the unanticipated effect is the result of cumulative or past actions, then BLM will notify Signatories and Consulting Parties within approximately thirty (30) days of discovery of the unanticipated effect, which will include a finding on whether the effect was adverse.

- D. If BLM, in consultation with Signatories and Consulting Parties, determines that the unanticipated effect was adverse, then the process shall revert to the standard Section 106 procedures at 36 CFR 800.6 and conclude with an executed MOA or Council comment under 36 CFR 800.7.
- E. BLM will attempt to complete this process within 180 days of the recognition of the unanticipated effect(s).
- F. BLM will address any disputes over the resolution of unanticipated effects as provided in Stipulation XIII of this PA.

X. Treatment of Human Remains, Funerary Objects, Sacred Objects, and Objects of Cultural Patrimony

- A. The APE exists entirely on federally-managed lands, and the BLM shall ensure that any Native American burials, human remains, and/or related items discovered on federal lands during implementation of the terms of this PA will be treated with dignity and respect, and that all procedures guiding the treatment of human remains, funerary objects, sacred objects, or objects of cultural patrimony comply with Section 3 of NAGPRA (43 CFR 10.4).
- B. As surface manager of the APE, FWS is the managing agency for any and all human remains and NAGPRA materials.
- C. FWS shall develop, in consultation with BLM, SHPO, and Indian Tribes, a Human Remains and NAGPRA POA to comply with 43 CFR 10.5 and applicable state laws within six (6) months after execution of this PA. Upon completion, the Human Remains and NAGPRA POA shall be attached to this PA for reference as *Appendix E: NAGPRA Plan of Action*.
- D. In the event that any Native American burials, human remains, or funerary items are inadvertently encountered during any Program activity, the activity shall immediately cease, the area shall be secured from further disturbance, and the permittee, lessee or agency shall immediately notify the BLM of the discovery.
 - 1. Upon notification, the BLM shall follow the procedures described in the NAGPRA POA (*Appendix E: NAGPRA Plan of Action*).

XI. Curation

- A. Archaeological materials not falling under jurisdiction of NAGPRA and recovered during any activities associated with the Undertaking are the property of FWS as surface manager of the APE and will be curated in accordance with 36 CFR 79, *Curation of Federally-Owned and Administered Archaeological Collections* under FWS' existing agreement with the University of Alaska Museum of the North (UAMN).

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- B. The Permittee, and any contractors hired on their behalf, will be responsible for submitting all materials recovered from federal lands to the UAMN within six (6) months following approval of a final report, within one (1) year following completion of the fieldwork that generated the collection, or other period of time as specified in the ARPA permit. All collections will be curation-ready, as determined by the UAMN. Prior to disposition, the Permittee, and any contractors hired on its behalf, will safeguard all materials from theft or damage by providing adequate interim storage facilities and conservation actions, consistent with the requirements in 36 CFR 79. Within thirty (30) days following disposition, the Permittee will provide BLM with all accession records and documentation associated with the transfer and curation of materials. BLM will share the documentation with the FWS. Information will be shared with the other Signatories and Consulting Parties as appropriate.
- C. Pursuant to 36 CFR 79.7(b), the Permittee will assume all costs associated with the curation of any materials that are collected during the implementation of this PA, in perpetuity. Curation costs may include, but are not limited to, curation fees charged by approved institutions, acquisition of archival materials, shipping, cleaning, rehousing, and any other conservation action.
- D. BLM and FWS shall manage materials determined to be subject to NAGPRA as described above in Stipulation X and in the NAGPRA POA (*Appendix E: NAGPRA Plan of Action*).
- E. Nothing in this PA shall prevent the FWS, as surface manager of the APE, from consulting with Indian Tribes or other Consulting Parties to arrange for long-term loans or other transfers of artifacts recovered from the APE to local communities or facilities to support and enhance cultural ties to the APE.

XII. Annual PA Meeting and Reports

- A. Annual Meetings: BLM shall invite Signatories and Consulting Parties to an annual meeting concerning this PA within one (1) year of the PA execution, and at that approximate date in each succeeding year. A subsequent Signatories meeting will be held by the Signatories to consider the input received by Consulting Parties, discuss the PA's implementation, required amendments (as necessary), other changes to the Program that may necessitate an amendment to the PA, and other business related to the application of the PA terms.
 - 1. BLM shall hold the meeting in Anchorage at the Alaska Office of History and Archaeology, or at another location by consensus of the Signatories. The parties may participate by telephone if they so desire.
 - 2. The BLM will distribute meeting minutes to the meeting participants within thirty (30) days of the meeting, and meeting participants will provide comments on the minutes to BLM within fifteen (15) days of receipt. The BLM shall amend the minutes as a result of comments and distribute finalized minutes within approximately sixty (60) days of the meeting to Signatories and Consulting Parties.

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3. Additional Meetings: If a Signatory or Consulting Party identifies in writing to BLM that a meeting is necessary outside the regularly scheduled annual meeting, the Signatories will consider their request. BLM, taking into consideration the results of consultation, shall decide whether to convene additional meetings.

B. Annual PA Report:

1. Thirty (30) days prior to the annual meeting, BLM will provide the Signatories and Consulting Parties with a draft copy of that year's annual report that describes the completed activities pursuant to this PA and upcoming activities associated with the stipulations of this agreement. The report will include the following information, as appropriate:
 - a. Number of leases issued;
 - b. All Project types considered under Stipulation V.A;
 - c. Consultation activities undertaken;
 - d. A summary of the past year's and anticipated upcoming efforts related to cultural resource management, which may include but not be limited to:
 1. Efforts to identify, evaluate, and protect historic properties;
 2. Measures drafted or implemented to resolve adverse effects;
 3. A summary of materials submitted to an approved repository for curation; and
 4. References for cultural resources reports produced in the past year.
 - e. A summary of historic properties adversely affected;
 - f. Maps of areas leased, surveyed, or otherwise investigated;
 - g. Upcoming/Planned activities for the Program;
 - h. An evaluation of this PA and recommendations for any amendments or changes; and
 - i. An updated *Appendix C: Consulting Parties* if points of contact for Consulting Parties have changed.
2. Signatories and Consulting Parties may provide comments to BLM at or before the Annual meeting regarding the content of the Annual Report.
3. BLM will prepare and submit a Final Annual Report to Signatories and Consulting Parties within thirty (30) days after the annual meetings have concluded.

C. Other Reports:

1. Cultural resource activities, such as archaeological surveys, site evaluations, excavations, data recovery for mitigation, and monitoring, will be documented in reports subject to review by Signatories and Consulting Parties, as allowed by Stipulation IV.C, to allow timely and meaningful comment on findings and determinations made during implementation of Stipulation V Section 106 Procedures. Review and comment periods will follow the process outlined in Stipulation V. If a report is not accompanied by a determination or finding, then Signatories and Consulting Parties shall have 30 days to review and provide comment.

2. Full attachment of reports that have not been submitted to SHPO as part of a project review shall be attached to the Annual Report sent to SHPO.

XIII. Dispute Resolution

- A. Should any of the Signatories or Consulting Parties who have become Concurring Parties to this PA have insight, improvements, or objections regarding the manner in which the terms of this PA are implemented, the BLM will consult with such party to determine if the inclusion, suggestion, recommendation, or objection may be addressed to the satisfaction of the party, which may include presenting a proposed amendment to this PA in accordance with Stipulation XV.
- B. If BLM cannot resolve the conflict with the individual party or parties, BLM shall notify the Signatories of the dispute, and seek input from Signatories to resolve the dispute.
- C. If the Signatories determine that an objection cannot be resolved, the BLM will:
 1. Forward all documentation relevant to the dispute, including the BLM's proposed resolution, to the ACHP. The ACHP will provide the BLM with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the BLM will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories, and Consulting Parties, and provide them with a copy of this written response. The BLM will then proceed according to its final decision.
 2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) calendar-day time period, the BLM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the BLM will prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and Consulting Parties to the PA and provide them and the ACHP with a copy of such written response.
 3. The BLM remains responsible for carrying out all other actions subject to the terms of this PA that are not the subject of the dispute.

XIV. Duration

- A. This PA shall take effect when executed by the ACHP, the BLM, and the SHPO.
- B. This PA will remain in effect for ten (10) years after its execution, unless extended by the Signatories through the process outlined in XV.
- C. Prior to such time, and no later than six (6) months prior to the expiration of this agreement the BLM will consult with the Signatories and Consulting Parties to

reconsider the terms of the PA and whether it should be amended in accordance with Stipulation XV below.

XV. Amendments

- A. The Signatories may amend this PA at any time when such amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP.
- B. The BLM will distribute any PA amendments to all Consulting Parties. All amendments will be attached to the PA in *Appendix F: PA Amendments (reserved)*.
- C. In the event that another federal agency not initially a party to or subject to this PA receives an application for funding/licensing/or permitting an Undertaking in the 1002 area as described in this PA, that agency may fulfill its Section 106 responsibilities by stating in writing that it concurs with the terms of this PA and notifying the Signatories and Consulting Parties that it intends to do so. Such agreement shall be evidenced by execution of a signature page signed by an authorized individual for that agency, distribution of said page to all Signatories and Consulting Parties, filing this page with the ACHP, and implementation of the terms of this PA.
- D. The Signatories agree that *Appendix C: Consulting Parties* may be updated as necessary to reflect changes in personnel or contact information without requiring the PA to be amended in accordance with the procedures described above.

XVI. Termination

- A. If any Signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories to attempt to develop an amendment or agreement on other actions that would avoid termination of the PA. If after thirty (30) days from the initiation of such consultation (or another time period agreed to by all Signatories) an amendment or agreement on other actions that would avoid termination cannot be reached, any Signatory may terminate the Agreement upon written notification to the other Signatories.
- B. In the event that a Signatory terminates this PA, and prior to undertaking further Program actions, the BLM must either (a) develop and execute a new Programmatic Agreement pursuant to 36 CFR 800.14(b) for the Program, or (b) comply with 36 CFR Part 800 for each undertaking subject to the Program. The BLM shall notify the Signatories as to the course of action it will pursue.

XVII. Emergency Situations

- A. The BLM shall attempt to notify within one (1) business day the Signatories and Consulting Parties of an emergency situation, which represents an imminent threat to public health or safety or creates a hazardous condition that requires a response action that has potential to harm Historic Properties. Should the Signatories or Consulting Parties desire to provide technical assistance to the BLM on how the response action could avoid or minimize adverse effects to historic properties, they shall submit comments to the BLM within seven (7) days from notification, if the nature of the emergency or hazardous condition allows for such coordination.
- B. If the APE of the emergency situation has been surveyed for Historic Properties and none are within the APE, then the BLM will request concurrence on a determination of “no Historic Properties affected” from the SHPO within five (5) days from the initial notification.
- C. If the APE has not been surveyed for potential Historic Properties, then emergency actions will be monitored by a SOI-qualified professional or the APE will be inventoried by a SOI-qualified professional no later than one (1) year after the emergency action is completed. BLM will require that a monitoring report or inventory report be submitted to Signatories and Consulting Parties within thirty (30) days following fieldwork completion.
- D. If a previous known or unknown Historic Property is adversely affected by emergency actions, refer to Section IX. Unanticipated Effects.

XVIII. Anti-Deficiency Provision

- A. Any obligation of the BLM set forth in this PA is subject to and dependent on appropriations by Congress and allocation of sufficient funds for that purpose. The BLM shall 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 the BLM’s ability to implement the stipulations of this agreement, the BLM shall consult in accordance with the amendment and termination procedures found at Stipulations XV and XVI of this agreement.

EXECUTION of this PA by the Signatories, and implementation of its terms, evidences that the BLM has taken into account the effects of the Undertaking on Historic Properties and has afforded the ACHP an opportunity to comment.

FINAL Programmatic Agreement – Coastal Plain Oil and Gas Leasing Program

FINAL PROGRAMMATIC AGREEMENT

Among the
United States Department of the Interior, Bureau of Land Management
Alaska State Historic Preservation Officer
and
Advisory Council on Historic Preservation
Regarding the
Coastal Plain Oil and Gas Leasing Program

SIGNATORIES

United States Department of the Interior, Bureau of Land Management

By:



Chad B. Padgett, State Director, Alaska

Date:

9/20/19

FINAL Programmatic Agreement – Coastal Plain Oil and Gas Leasing Program

FINAL PROGRAMMATIC AGREEMENT

Among the
United States Department of the Interior, Bureau of Land Management
Alaska State Historic Preservation Officer
and
Advisory Council on Historic Preservation
Regarding the
Coastal Plain Oil and Gas Leasing Program

SIGNATORIES

Alaska State Historic Preservation Office

By:  Date: 9/23/2019
Judith Bittner, State Historic Preservation Officer

FINAL Programmatic Agreement – Coastal Plain Oil and Gas Leasing Program

FINAL PROGRAMMATIC AGREEMENT

Among the
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and
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Regarding the
Coastal Plain Oil and Gas Leasing Program

SIGNATORIES

Advisory Council on Historic Preservation

By: _____

Aimee Jorjani

Aimee Jorjani, Chairman

Date: _____

10/4/19

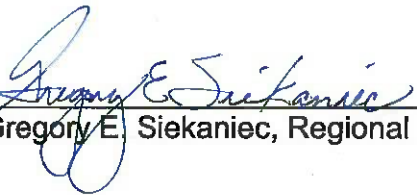
FINAL Programmatic Agreement – Coastal Plain Oil and Gas Leasing Program

FINAL PROGRAMMATIC AGREEMENT

Among the
United States Department of the Interior, Bureau of Land Management
Alaska State Historic Preservation Officer
and
Advisory Council on Historic Preservation
Regarding the
Coastal Plain Oil and Gas Leasing Program

INVITED SIGNATORY

United States Department of the Interior, Fish and Wildlife Service

By:  Date: 30 September 2019
Gregory E. Siekaniec, Regional Director, Alaska

FINAL Programmatic Agreement – Coastal Plain Oil and Gas Leasing Program

FINAL PROGRAMMATIC AGREEMENT

Among the
United States Department of the Interior, Bureau of Land Management
Alaska State Historic Preservation Officer
and
Advisory Council on Historic Preservation
Regarding the
Coastal Plain Oil and Gas Leasing Program

CONCURRING PARTIES

[ORGANIZATION NAME PLACEHOLDER]

By: _____ Date: _____

Appendix A: List of Acronyms and Definitions

FINAL Programmatic Agreement – Coastal Plain Oil and Gas Leasing Program

ACRONYMS

ACHP	Advisory Council on Historic Preservation
ADNR	Alaska Department of Natural Resources
AHRS	Alaska Heritage Resource Survey
ANCSA.....	Alaska Native Claims Settlement Act
ANWR	Arctic National Wildlife Refuge
APD.....	Application for Permit to Drill
APE	Area of Potential Effects
ARPA	Archaeological Resources Protection Act
BLM.....	Bureau of Land Management
CFR.....	Code of Federal Regulations
DOE	Determination of Eligibility
DOI.....	United States Department of the Interior
EIS	Environmental Impact Statement
FWS	Fish and Wildlife Service
GIS.....	Geographic Information Systems
HPMP	Historic Properties Management Plan
MOA	Memorandum of Agreement
NAGPRA	Native American Graves Protections and Repatriation Act
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRHP	National Register of Historic Places
PA	Programmatic Agreement
POA.....	Plan of Action
SHPO	State Historic Preservation Office
SOI.....	Secretary of the Interior
TLUI	Traditional Land Use Inventory
UAMN.....	University of Alaska Museum of the North
USC.....	United States Code

DEFINITIONS

Administrative Action: Actions or decisions made by BLM or other federal agencies that relate to the internal administration of their agency, personnel, or jurisdiction, which do not authorize activities that will alter the physical environment or character of a place.

Adverse Effect: When an Undertaking may alter, directly or indirectly, the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association. Adverse effects may include reasonably foreseeable effects caused by the Undertaking that may occur later in time, be farther removed in distance or be cumulative.

Area of Potential Effects (APE): The geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking [as noted in 36 C.F.R. § 800.16(d)].

Concurring Parties: The signatory parties may agree to invite others (concurring parties) to concur in the PA. The refusal of any party invited to concur in the PA does not invalidate the PA, (as noted in 36 C.F.R. § 800.6(c)(3)). Concurring Parties may not terminate the PA. Signing this PA as a Concurring Party does not imply endorsement or approval of the Project itself, or limit or restrict in any way the Concurring Party's right to object to, petition against, litigate against or in any other way express or advance critical or negative comments toward, the Project or its proponent.

Consultation: The process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process. The Secretary of the Interior's "Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act" provide further guidance on consultation (36 C.F.R. § 800.16(f)).

Consulting Parties: Parties that have consultative roles in the Section 106 process, as defined in 36 C.F.R. § 800.2(c). These include the SHPO, Indian Tribes (which include native village, regional corporation, or village corporation, as those terms are defined in section 3 of the Alaska Native Claims Settlement Act (43 U.S.C. § 1602)), representatives of local governments, individuals and organizations with a demonstrated interest in the undertaking, and the public.

Cultural Resource: Locations of human activity, occupation, or usage that contain materials, structures, or landscapes that were used, built, or modified by people.

Curation: The disposition of material remains that are excavated or removed during a survey, excavation, or other study of a prehistoric or historic resource, and associated records that are prepared or assembled in connection with the survey, excavation or other study.

Data Recovery: The gathering of archaeological information from a historic property subject to an adverse effect. The associated procedures generally include, but are not limited to, excavation of subsurface archaeological deposits and documentation in the

FINAL Programmatic Agreement – Coastal Plain Oil and Gas Leasing Program

form of maps, photographs, feature drawings, field notes, and technical reports. The data recovered during these procedures can be utilized for future research.

Days: Days refer to calendar days unless otherwise noted.

Determination of Eligibility (DOE): A determination made by a Federal agency, in coordination with the SHPO and/or designated representatives of Consulting Indian Tribes, as appropriate, respecting a cultural resource's eligibility for inclusion in the NRHP and more fully described in 36 CFR Part 63 and 36 CFR § 800.16(l)(2).

Effect: Alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the NRHP (see 36 C.F.R. § 800.16(i)).

Eligible for Inclusion in the National Register: Properties that have been determined by the Keeper or through consultation with the appropriate SHPO/THPO to meet the criteria (36 CFR 60.4) and have sufficient integrity to convey their significance.

Environmental Impact Statement (EIS): An analysis of a major federal action's environmental impacts conducted under the auspices of NEPA.

Federal Agency: Any Federal entity with a statutory obligation to fulfill the requirements of Section 106 who has jurisdiction over an Undertaking and takes legal and financial responsibility for Section 106 compliance in accordance with Subpart B 36 CFR 800. The Federal Agency(s) has approval authority for the Undertaking and can commit the Federal agency to take appropriate action for a specific Undertaking as a result of Section 106 compliance.

Finding of Effect: A finding made by a Federal agency in consultation with the SHPO and other Consulting Parties in regards to a Project's effect upon a historic property consistent with 36 CFR Part 800.

Historic Property: Any historic district, site, building, structure, or object included in, or eligible for inclusion in, the NRHP maintained by the Secretary of the Interior pursuant to the criteria for evaluation set forth in 36 C.F.R. § 60.4.

Historic Property Management Plan (HPMP): HPMPs are developed to help meet the requirements under Section 106 of the NHPA. These plans provide detailed procedures and requirements to be implemented to resolve adverse effects to historic properties. HPMPs are often developed in conjunction with agreement documents (i.e. Memorandum of Agreement or PA).

Indian Tribe: An Indian tribe, band, nation, or other organized group or community, including a native village, regional corporation or village corporation, as those terms are defined in section 3 of the Alaska Native Claims Settlement Act (43 U.S.C. § 1602), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Invited Signatory: The agency official may invite additional parties to be signatories to a PA; any such party that signs the PA shall have the same rights with regard to seeking amendment or termination of the agreement as other Signatories. The refusal of any party invited to become a Signatory pursuant to paragraph (c)(2) does not invalidate the PA.

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National Environmental Policy Act (NEPA): NEPA is a federal law that requires federal agencies to disclose to the public the effects that major federal actions would have on environmental quality. These disclosures are reported as environmental assessments or environmental impact statements and quantify the potential environmental effects of proposed actions.

National Historic Preservation Act (NHPA): The NHPA is legislation intended to preserve historical and archaeological sites in the United States of America. The act created the National Register of Historic Places, the list of National Historic Landmarks, and the State Historic Preservation Offices. Among other things, the act requires federal agencies to evaluate the impact of all federally funded or permitted projects on historic properties (buildings, archaeological sites, etc.) through a process known as Section 106 Review.

National Register of Historic Places (NRHP): The NRHP is the official list of the Nation's historic places worthy of preservation. Authorized by the NHPA and maintained by the Secretary of the Interior, it is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.

Native American Graves Protection and Repatriation Act (NAGPRA): (25 U.S.C. 3001 et. seq.). The Act requires federal agencies and institutions that receive federal funding to return Native American cultural items to lineal descendants and culturally affiliated Indian Tribes and Native Hawaiian organizations. Cultural items include human remains, funerary objects, sacred objects, and objects of cultural patrimony. A program of federal grants assists in the repatriation process and the Secretary of the Interior may assess civil penalties on museums that fail to comply. NAGPRA also establishes procedures for the inadvertent discovery or planned excavation of Native American cultural items on federal or tribal lands. While these provisions do not apply to discoveries or excavations on private or state lands, the collection provisions of the Act may apply to Native American cultural items if they come under the control of an institution that receives federal funding.

Programmatic Agreement (PA): A Programmatic Agreement is a document that spells out the terms of a formal, legally binding agreement between federal agencies and other consulting parties. A PA establishes a process for consultation, review, and compliance with one or more federal laws, most often with those federal laws concerning historic preservation.

Qualified Archaeologist: An archaeologist that meets the Secretary of the Interior's Standards and Guidelines for archeology (36 C.F.R. Part 61), which consist of, at a minimum, a graduate degree in archeology, anthropology, or closely related field plus, at least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management; at least four months of supervised field and analytic experience in general North American archeology, demonstrated ability to carry research to completion, and at least one year of full-time professional experience at a supervisory level in the study of prehistoric or historic period archeology.

FINAL Programmatic Agreement – Coastal Plain Oil and Gas Leasing Program

Signatories: In accordance with 36 C.F.R. § 800.6(c)(1), signatories have the authority to execute, amend, or terminate the agreement.

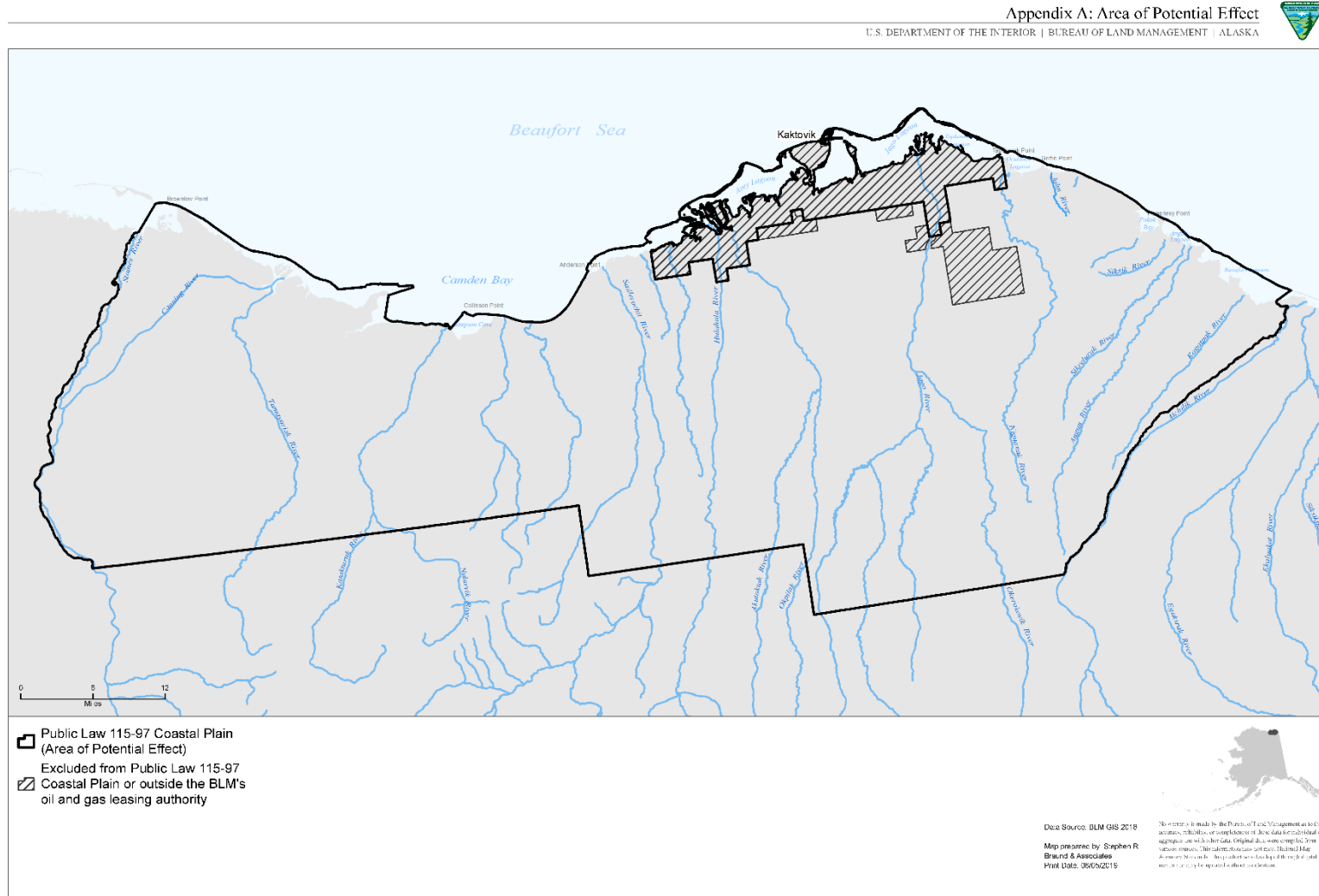
Site: Site definition is different for each state but is generally defined by Willey and Phillips (1958:18), as any reasonably definable spatial unit that contains features or is fairly continuously covered with artifacts that are indicative of an occupation 50 years or older. A site may be defined as "a spatial cluster of cultural features, or items, or both"(Binford 1972:46). These definitions apply to both prehistoric and historic sites. Archaeological context may be defined by the inclusion of any of the following: soil staining, associated fire-cracked rock, ceramics, features, or a concentration of materials within a reasonably defined spatial boundary.

State Historic Preservation Officer (SHPO): The SHPO is responsible for administering the State Historic Preservation Program which includes providing assistance to Federal and State agencies and local governments in carrying out their historic preservation responsibilities.

Undertaking: A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency, including those carried out by or on behalf of a federal agency; those carried out with federal financial assistance; and those requiring a federal permit, license or approval.

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Appendix B: Area of Potential Effects



Appendix C: Consulting Parties

List of Federally Recognized Tribes, Alaska Native Claims Settlement Act Corporations, and local governments invited or requested to participate in consultation (*indicates a response that they will participate). It is incumbent upon the consulting party to ensure BLM has up to date contact information. Without a specific point of contact, communications will be directed to the leadership of the organization (e.g., President, Chairperson, Executive Director, etc.).

Organization	E-mail or phone
Arctic Village Council*	AV_Council@hotmail.com
Beaver Village Council*	rpitka@beavercouncil.org
Birch Creek Tribal Council	nadine@birchcreektribe.org
Chalkyitsik Village Council	907-848-8117
Circle Tribal Council	angela@circletribal.com
Gwichyaa Zhee (Native Village of Fort Yukon)	michael.peter@fortyukon.org
Iñupiat Community of the Arctic Slope (ICAS)*	frederick.brower@inupiatgov.com
Native Village of Barrow Iñupiat Traditional Government*	doreen.leavitt@nvbarrow.net
Native Village of Eagle	eagle.village@yahoo.com
Native Village of Kaktovik*	nvkaktovik@gmail.com
Native Village of Nuiqsut	907-480-3010
Native Village of Stevens	907-478-7228
Native Village of Venetie Tribal Government*	tonyagarnett@hotmail.com
Venetie Village Council*	pjhanson@hotmail.com
Arctic Slope Regional Corporation*	timmm@asrc.com
Doyon Limited*	obeds@doyon.com
Kaktovik Iñupiat Corporation*	nvkaktovik@gmail.com
City of Kaktovik*	office@cityofkaktovik.org
North Slope Borough*	kevin.fisher@north-slope.org
Council of Athabascan Tribal Governments	donna.thomas@catg.org

Appendix D: Methods to Inventory the APE

Excerpt from Stipulation VI: Methods to Inventory APE above

A. The BLM shall produce a draft of *Appendix D: Methods to Inventory the APE* within six (6) months of execution of the PA. BLM may request additional time to complete this draft; however, BLM must submit this request in writing to the Signatories for concurrence.

Appendix E: NAGPRA Plan of Action

Excerpt from Stipulation X Treatment of Human Remains, Funerary Objects, Sacred Object, and Objects of Cultural Patrimony above:

- A. FWS shall develop, in consultation with BLM, SHPO, and Indian Tribes, a Human Remains and NAGPRA POA that complies with 43 CFR 10.5 and applicable state laws six (6) months after the execution of this PA. Upon completion, the Human Remains and NAGPRA POA shall be incorporated into this PA as Appendix E. At minimum, the POA shall contain:
 - 1. Notification Procedures and Protocols;
 - 2. Chain of Custody Procedures; and,
 - 3. Contact information for Law Enforcement, Tribal Representatives, and Agency personnel.
- B. In the event that any Native American burials, human remains, or funerary items are inadvertently encountered during any Program activity, the activity shall immediately cease, the area shall be secured from further disturbance, and the permittee, lessee or agency shall immediately notify the BLM of the discovery.

Upon notification, the BLM shall follow the procedures described in the NAGPRA POA (Appendix E).

Appendix F: PA Amendments (reserved)

ACHP Amendment Template:

https://www.achp.gov/sites/default/files/2018-06/MOA_PA_Amendment_Template.pdf