

**PROGRAMMATIC AGREEMENT
BETWEEN
THE BUREAU OF LAND MANAGEMENT,
THE LAS VEGAS FIELD OFFICE AND THE CALIENTE FIELD OFFICE,
AND
THE NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE
MOJAVE DESERT BURNED AREA RESTORATION OF DESERT TORTOISE
HABITAT IN CLARK AND LINCOLN COUNTIES, NEVADA**

WHEREAS, in 2005 and 2006 more than 740,000 acres burned in the Mojave Desert and the BLM seeks to restore desert tortoise habitat within 188,324.49 acres of the burned acres in southern Nevada over a period of three years by applying herbicide and one or a combination of four treatment techniques; and

WHEREAS, the BLM proposes to implement the Mojave Desert Burned Area Restoration of Desert Tortoise Habitat Project known hereafter as the Undertaking, as defined in the National Historic Preservation Act (NHPA), and will comply with all relevant federal regulations, policies, and laws, and implement these policies subject to the requirements of the NHPA and the National Environmental Policy Act (NEPA) of 1969; and

WHEREAS, the BLM has determined that vegetative restoration projects located in the Area of Potential Effect (APE) for the entire Undertaking (Appendix B) include methods of vegetation manipulation that may have the potential to adversely affect properties eligible for inclusion in the National Register of Historic Places (National Register); and

WHEREAS, specific areas for treatment have not yet been identified and the BLM has elected to use a phased process to identify and evaluate effects to historic properties and will defer final identification and evaluation of historic properties through the execution of this Programmatic Agreement (PA) pursuant to 36 CFR Part 800.14(b); and

WHEREAS, the BLM is responsible for ensuring that the Undertaking is in compliance with Section 106 of the NHPA, 54 USC Part 306108 and its implementing regulations at 36 CFR Part 800; and

WHEREAS, the BLM has consulted with the Nevada State Historic Preservation Officer (SHPO) pursuant to NHPA; and

WHEREAS, in accordance with 36 CFR Part 800.14(b), the BLM has invited the Advisory Council on Historic Preservation (ACHP), to participate in the development and execution of this PA and the ACHP has declined to participate; and

WHEREAS, the BLM Las Vegas Field Office (LVFO) has been designated the lead office for the portion of the Undertaking that extends into BLM Caliente Field Office and as such will coordinate

the BLM's efforts for the purposes of complying with Section 106 of the NHPA. The BLM shall also bear the expense of the identification, evaluation, and any treatment of historic properties directly or indirectly including pre-field planning, fieldwork, post-fieldwork analysis, research and report preparation, interim and summary report preparation, and the cost of curating project documentation and artifact collections; and

WHEREAS, the BLM is responsible for conducting Native American tribal consultation on a government-to-government level and the BLM has therefore invited the following Tribes to participate in the execution of this PA and to sign this PA as concurring parties:

Chemehuevi Indian Tribe
Colorado River Indian Tribes (CRIT)
Ely Shoshone Tribe of Nevada
Fort Mojave Indian Tribe
Las Vegas Paiute Tribe
Moapa Band of Paiutes
Pahrump Paiute Tribe
Paiute Indian Tribe of Utah
Timbisha Shoshone

WHEREAS, the BLM has notified the public of the Undertaking and has provided members of the public with an opportunity to express their views on the Section 106 process pursuant to 36 CFR Part 800.6(a)(4) and 36 CFR Part 800.14(b)(2)(ii) during and concurrent with the public comment process for the draft Environmental Assessment for the Undertaking; and

WHEREAS, the BLM will implement the Undertaking over the next three years and this PA covers all aspects of the planning, development, and implementation of the Undertaking; and

NOW THEREFORE, the Signatories agree that implementation of the Undertaking and the NEPA decision record will be administered in accordance with the following stipulations to ensure that historic properties will be treated to avoid or mitigate effects to the extent practicable and to satisfy the BLM's NHPA responsibilities for all aspects of the Undertaking.

DEFINITIONS

The terms used in this PA are defined in Appendix A. All other terms not defined have the same meaning as set forth in the ACHP's regulations 36 CFR Part 800.16

STIPULATIONS

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

I. Roles and Responsibilities

The BLM Las Vegas Field Office is responsible for administering this PA. This includes ensuring that Signatories carry out their responsibilities; overseeing cultural resource work; assembling submissions to the SHPO including reports, determinations of eligibility and effect, and treatment plans; and seeking the SHPO's concurrence with agency compliance decisions.

The Signatories agree that all restoration efforts identified as part of the Undertaking are subject to the processes outlined in this PA. *The State Protocol Agreement between the Bureau of Land Management, Nevada, and the Nevada State Historic Preservation Office for Implementing the National Historic Preservation Act* (Protocol) as revised December 22, 2014, is incorporated by reference.

The BLM will ensure that all ethnographic, historic, architectural, and archaeological work conducted pursuant to this PA is carried out by or under the direct supervision of persons meeting the qualifications set forth in the *Secretary of the Interior's Professional Qualifications Standards* (currently available at http://www.nps.gov/history/local-law/arch_stnds_9.htm) and that those who require permits for such work by the BLM Nevada have them.

II. The Area of Potential Effect (APE)

The entire Undertaking consists of restoration of desert tortoise habitat in areas burned by multiple large fires collectively named the Southern Nevada Complex fires, which includes the Red Rock National Conservation Area (RRCNCA) Loop and Scenic fires (refer to Appendix B, Map 1). A maximum of 15 Project Site Areas will be distributed across five burned areas grouped into what will hereinafter be referred to as Projects. The Scenic and Loop fires will be one burned area called the Red Rock Project. The Dry Middle and Dry Rock fires will be one burned area called the Coyote Springs Project. The Fork and Tramp fires will be one burned area called the Gold Butte Project. The Goodsprings fire will be called the Goodsprings Project. The Halfway fire which occurred mostly in the BLM Ely District but spread into the Southern Nevada District Office (SNDO) will be called the Halfway Project (refer to Appendix B, Maps 2 and 3).

Within each Project Site Area 32 habitat patches called Habitat Islands measuring one hectare (50 x 200 meters) or 2.47-acres in size will be selected for different combinations of the four treatment techniques (refer to Appendix B, Map 4). In all Project areas, herbicide will be applied aurally and/or by ground to control red brome and other invasive plant species. Treatments will occur at a maximum rate of five Project Site Areas each year for three years.

Off-road vehicle access and three of the treatment techniques have the potential to directly and/or indirectly effect historic properties. These treatments include manually sowing seeds; digging holes for planting propagated seedlings or salvaged plants; and the re-introduction of biological soil crust. The BLM defined the APE to include the area within which there are potential direct and indirect effects to historic properties from activities associated with the Undertaking. The Signatories may agree to amend the Undertaking APE following the process in Stipulation II.D.

A. Direct Effects

The direct APE is the area within which historic properties may sustain physical alteration or destruction because of the Undertaking. The APE for direct physical effects is influenced by the area of potential ground disturbance by activities related to the entire Undertaking. The total number of Project acres of 188,324.49 acres is the APE for the entire Undertaking (refer to Appendix B, Table 1). Within the Undertaking APE there is total of 16,613.9 Project Site acres (Project Site APE; refer to Appendix B, Table 2), of which 1,371.7 acres of disturbance would occur in the Habitat Islands (Habitat Island/direct APE; refer to Appendix B, Table 3).

B. Indirect Effects

The BLM, in consultation with the SHPO, determined that the visual effects would be limited in nature since BLM intends to restore native vegetation, which in turn will restore the landscape. As a result, the BLM determines the visual effects are limited to the same area as the direct APE.

C. Cumulative Effects

The BLM determines that there are not any cumulative effects or reasonably foreseeable effects that may be caused by the Undertaking that could occur later in time, be farther removed in distance, or be cumulative which would have an adverse effect to historic properties.

Modifying the APE

1. The APE as currently defined encompasses an area sufficient to accommodate all of the Undertaking components under consideration as of the date of the execution of this PA. The APE may be modified when tribal consultation, additional field research or literature review, consultation with the Consulting Parties, or other factors indicate that the qualities and values of historic properties that lie outside the boundaries of the currently defined APE may be affected directly, indirectly, or cumulatively.
 - a. If the BLM determines that the Undertaking or changes to the Undertaking may cause direct, indirect, or cumulative effects on historic properties, then the BLM shall use the process set forth in Stipulation II.D.1(b) to determine whether to modify the APE.
 - b. Any Consulting Party to this PA may propose that the APE be modified by providing written justification and illustration of the proposed APE modification. The BLM shall send the modification proposal to all Signatories and consult with them for no more than 30 days in an effort to reach consensus on the proposal. If the Signatories agree to modify the APE, the BLM will notify the Consulting Parties of the decision. If all Signatories cannot agree to a proposal for the modification of the APE, then the BLM will consider their concerns and will render

a final decision.

2. The BLM may amend the APE as needed or as requested by the SHPO or other Consulting Party without amending the PA proper. If this occurs, all Consulting Parties will receive formal notification of the amended APE. Within thirty (30) calendar days of their receipt of the proposed amendment, any Consulting Party may request the PA to be amended in accord with the process outlined in Stipulation XII.

III. Protection of Confidential Information

To the extent allowable under NHPA Section 304 (54 U.S.C. Part 300310) and the Archaeological Resources Protection Act (ARPA) Section 9(a), cultural resource data from this Undertaking will be treated as confidential by all Consulting Parties and is not to be released to any person, organization or agency not a party to this PA. Confidentiality concerns for properties that have traditional religious or cultural significance to the Indian tribes will be respected and will remain confidential to the fullest extent permitted by law. The BLM may require data sharing agreements with any Consulting Party to this PA who is interested in obtaining specific confidential information. Alternatively, BLM may require an authorization from the State Director.

IV. Identification of Cultural Resources

- A. The BLM shall ensure that all work undertaken to satisfy the terms of this PA meets the Secretary of the Interior's Standards for Archeology and Historic Preservation (48 FR 44716) (*Federal Register*, September 29, 1983), hereinafter referred to as Secretary's Standards, and is consistent with the Advisory Council on Historic Preservation's (ACHP) guidance on archaeology.
- B. The BLM, or its contractors, shall inventory the direct effects APE of each Habitat Island including the cross-country access route(s), and all areas associated with restoration activities that involve surface disturbance according to the Class III standards outlined in the Protocol. Given the nature of the Undertaking, no efforts are required to identify cultural resources in the indirect APE.
- C. All previously recorded and newly discovered archaeological resources discovered during Class III inventory will be documented on BLM Nevada Intermountain Antiquities Computer System (IMACS) forms according to current BLM guidelines and standards.
- D. The BLM, in consultation with the SHPO and consistent with the Protocol, have determined that aerially applied projects have no potential to effect historic properties and no inventory will be required; however, ground support or material staging areas for aerial applications located in previously undisturbed areas will be subject to a Class III inventory unless previously inventoried in a manner consistent with the Protocol.
- E. In cases where the site boundary extends beyond the APE by more than 100 meters, the entire site need not be documented. If this occurs, the BLM will note this on the cover

page that the site extends beyond the documented boundary and a map should be included to show where the boundary was not fully identified.

- F. If historic linear features are identified, these will be mapped in the field by walking the centerline and documenting any associated artifacts, features, or sites encountered according to the process identified above. The BLM will document historic linear features 100 meters past the APE of the project.

V. Avoidance of Cultural Resources

- A. BLM will ensure that all cultural resources, except those identified as categorically ineligible in Part 1. Section V.B.1 of the Protocol, will be treated as historic properties and will be avoided by all Project activities. The emphasis of this PA is avoidance. BLM shall ensure that all treatment areas, staging areas and access routes will be adjusted wherever possible to avoid all effects to cultural resources.
 - 1. The BLM will apply a minimum buffer of 30 meters to all cultural resource boundaries to ensure protection of these resources.
 - 2. Flagging will be placed by qualified archaeologists during implementation of the project and removed as soon as possible after the project is completed.
- B. The BLM shall consult with the Tribes, or identified affected tribal members, to evaluate effects to properties of traditional religious and cultural importance. Based on information shared with the BLM, the BLM will, in consultation with the SHPO and the Tribes, determine the appropriate methods to avoid all Project effects to the extent practicable.
- C. If BLM determines that avoidance is not possible for a specific Project, the procedures in Stipulation VI below will apply.

VI. Determinations of Eligibility:

- A. The BLM, in consultation with the SHPO, shall evaluate cultural resources located within the APE for eligibility to the NRHP when effects to those specific cultural resources cannot be avoided by the Project. This will occur prior to the initiation of Project activities that may affect historic properties.
- B. The BLM, in consultation with SHPO, shall consult with the Tribes to evaluate the eligibility of properties of traditional religious or cultural significance (Traditional Cultural Properties) that cannot be avoided.
- C. The BLM shall base eligibility determinations on inventory information and consultation with the Tribes. As needed for further clarification of eligibility, the BLM shall develop testing plans and consolidate all testing plans into one submission to the SHPO for review. The BLM shall provide Consulting Parties with the same review opportunity as afforded the SHPO. A minimum amount of testing will be conducted to preserve as much of a site

as possible, and will require obtaining an ARPA permit from the Nevada BLM and consultation with the Tribes.

- D. If any of the Consulting Parties disagree regarding eligibility, the BLM shall consult with the SHPO. If the dispute cannot be resolved, the BLM shall seek a formal determination of eligibility from the Keeper of the National Register. The Keeper's determination will be considered final.

VII. Treatment

To the extent practicable, the BLM shall ensure that adverse effects to historic properties are avoided through Project design, or redesign, relocation of facilities, or by other means in a manner consistent with this PA and the Protocol.

- A. The BLM, in consultation with the Consulting Parties, shall determine the nature of effects to historic properties identified in the APE. When avoidance of adverse effects is not feasible the BLM, in consultation with the Consulting Parties, as appropriate, shall develop a Historic Properties Treatment Plan (HPTP) designed to lessen or mitigate Project-related effects to historic properties. The BLM will consult with the Consulting Parties on the HPTP and ensure that revisions are made as needed. The SHPO will review the draft final plan within 30 days of receipt.
- B. For properties eligible under Criteria A through D, mitigation other than data recovery may be considered in the HPTP (e.g., Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey (HABS/HAER/HALS) recordation, oral history, historic markers, exhibits, interpretive brochures or publications). Where appropriate, the HPTP shall include provisions (e.g., content and number of copies) for a publication for the public.
- C. When data recovery is proposed, the BLM, in consultation with the SHPO, shall develop a HPTP that is consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-37) and the ACHP's guidance available online at <http://www.achp.gov/archguide/> in addition to agency standards.
- D. BLM shall ensure that it implements and completes the fieldwork portions of any final HPTP prior to initiating any activities that may affect historic properties located within the area covered by the HPTP.
- E. The BLM shall ensure that all records and materials resulting from identification and treatment efforts are curated in accordance with 36 CFR Part 79 in a BLM-approved facility in Nevada. Materials covered by the Native American Graves Protection and Repatriation Act (NAGPRA), applicable to federal and tribal lands only, will be handled in accordance with 43 CFR Part 10.
- F. The BLM shall ensure that all final inventory reports resulting from actions pursuant to this

PA will be provided to the SHPO, Tribes, and other Consulting Parties with a demonstrated interest in the resource and a data sharing agreement with BLM. Redacted reports or summary reports will be available to Consulting Parties without data sharing agreements. All such reports shall be consistent with contemporary professional standards and the Department of Interior's Formal Standards for Final Reports of Data Recovery Programs (48 FR 44716-44740).

VIII. Notices to Proceed

The BLM may issue Notices to Proceed (NTP) for individual Projects of the Undertaking or Project phases, under the following conditions:

- A. The BLM has determined that there are no historic properties or unevaluated cultural resources in the APE for the individual Project of the Undertaking or Project phases; or
- B. The BLM has determined that there are no historic properties or unevaluated cultural resources affected by the individual Project of the Undertaking or Project phases; or
- C. The BLM has determined that there are no historic properties within the APE adversely affected by the current Project or Phase of the Undertaking; or
- D. The BLM, after consultation with the SHPO and the Tribe(s), has implemented a HPTP for the current phase of the Undertaking, and:
 - 1. the fieldwork phase of the treatment option has been completed; and
 - 2. the BLM has prepared or accepted a summary description of the fieldwork performed and a schedule for reporting that work; and
 - 3. the BLM shall provide a copy of the summary to SHPO; and
 - 4. the SHPO shall review the summary and if the SHPO concurs or does not respond within two working days of receipt, BLM shall assume concurrence and issue the NTP; and
 - 5. the BLM shall not begin any ground disturbing activities within the boundaries of any historic property until a NTP is issued for the property; and
 - 6. a partial NTP may be issued for portions of the Project APE that are at least 100 meters outside of the area that may affect historic properties.

IX. Unanticipated Discovery Situations

Stipulations of this PA are intended to identify and treat cultural resources that are eligible for listing in the National Register. Discoveries of buried cultural resources are not anticipated. In the case of an unanticipated discovery, the BLM will ensure that provisions in Section VI.B of the Protocol are met.

The BLM will ensure that any human remains, grave goods, items of cultural patrimony, and sacred objects encountered during the Undertaking are treated in accordance to current regulation and policy. In coordination with this PA, human remains and associated grave goods found on federal public land will be handled according to the provisions of the Native American Graves Protection And Repatriation Act (NAGPRA), 25 USC 3001 et seq., and its implementing regulations (43 CFR Part 10).

X. Observation and Reporting

- A. Any Signatory may observe actions carried out pursuant to this PA, subject to operative health and safety standards in effect. Observation for cultural resources may include representatives of any of the Signatories as well as the affected tribes. To the extent practicable, observation activities will minimize the number of observers involved in the Undertaking.
- B. A draft report of the identification, recordation, evaluation, treatment or other mitigative activities will be due to the BLM from any contractor no later than three (3) months after the completion of the fieldwork associated with the activity, unless otherwise negotiated.
- C. The BLM will submit the draft results of identification, recordation, evaluation and treatment efforts, including discovery situations, and treatment plans to the SHPO for a 30-calendar day review period from receipt.
- D. The BLM will ensure that all final archaeological reports resulting from actions pursuant to this PA will be provided to the SHPO. All reports will be consistent with contemporary professional standards and the Department of Interior's formal standards for final reports of data recovery programs (48 Federal Register 44716-44740).

XI. Dispute Resolution

- A. If any Consulting Party to this PA provides notice to the BLM of its objection to an action under this PA, or implementation of the measures stipulated in this PA, within 30 days of becoming aware of an objection, the BLM shall consult with the objecting party and other Signatories to resolve the objection. If the BLM determines that the objection cannot be resolved, the BLM shall forward all documentation relevant to the dispute to the ACHP. The objecting party must provide reasons for, and a justification of, its objection at the time it initially submits its objection to the BLM. Within 30 days after receipt of all pertinent documentation, the ACHP shall provide the BLM with recommendations, which the BLM shall take into account in reaching a final decision regarding the dispute.
- B. The BLM may continue to implement all actions under this PA that are not in dispute.

XII. Amendment

Any Signatory to this PA may request that this PA be amended, whereupon the Signatories will consult for no more than 30 days or any other timeframe as agreed to by the Signatories to consider such amendment. Any amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

XIII. Termination

Any Signatory to this PA may terminate the PA by providing thirty (30) days advance written notice with cause to the other Signatories, provided that the Signatories will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

In the event this PA is terminated and, to the extent feasible prior to work continuing on the undertaking, the BLM must either (a) execute a new agreement pursuant to 36 CFR Part 800.14(b)(3), or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR Part 800.7. The BLM shall notify the Signatories as to the course of action it will pursue.

XIV. Duration

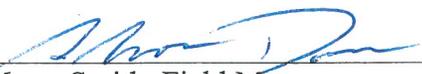
This PA shall become effective on the date of the last Signatory's signature affixed below and shall remain in effect for five (5) years from the date of its execution. If the Undertaking is not completed within five years of execution, then the BLM may consult with the Signatories to reconsider the terms of the PA and amend it in accordance with Stipulation XII. The BLM shall notify the Signatories as to the course of action it will pursue.

XV. Execution

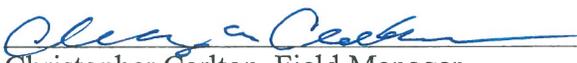
The execution of this PA and implementation of its terms is evidence that the BLM has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES

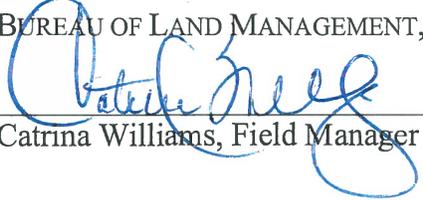
BUREAU OF LAND MANAGEMENT, LAS VEGAS FIELD OFFICE

for  _____ Date 1/9/17
Gayle Marrs-Smith, Field Manager

BUREAU OF LAND MANAGEMENT, CALIENTE FIELD OFFICE

 _____ Date 1/4/17
Christopher Carlton, Field Manager

BUREAU OF LAND MANAGEMENT, RED ROCK CANYON FIELD OFFICE

 _____ Date 1/9/17
Catrina Williams, Field Manager

NEVADA STATE HISTORIC PRESERVATION OFFICE

 _____ Date 1/10/17
Rebecca L. Palmer
State Historic Preservation Officer

CONCURRING PARTIES

CHEMEHUEVI INDIAN TRIBE

_____ Date _____
Charles Wood, Chairman

COLORADO RIVER INDIAN TRIBES (CRIT)

_____ Date _____
Dennis Patch, Chairman

ELY SHOSHONE TRIBE OF NEVADA

_____ Date _____
Alvin S. Marques, Chairman

FORT MOJAVE INDIAN TRIBE

_____ Date _____
Timothy Williams, Chairman

LAS VEGAS PAIUTE TRIBE

_____ Date _____
Benny Tso, Chairman

MOAPA BAND OF PAIUTE INDIANS

_____ Date _____
Robert Tom, Chairman

CONCURRING PARTIES

PAHRUMP PAIUTE TRIBE

_____ Date _____
Eddie Jim, Tribal Member

PAHRUMP PAIUTE TRIBE

_____ Date _____
Richard Arnold, Tribal Member

TIMBISHA SHOSHONE TRIBE

_____ Date _____
George Gholson, Chairman

APPENDIX A DEFINITIONS

1. *Adverse Effect.* When an Undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that will diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association. Consideration will be given to all qualifying characteristics of a historic property, including those that may have been identified subsequent to the original evaluation of the property's eligibility for listing in the National Register. 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 (36 CFR Part 800.5[a][1]). Adverse effects on historic properties include, but are not limited to:
 - Physical destruction of or damage to all or part of the property;
 - Alteration of a property, including restoration, rehabilitation, repair, maintenance, stabilization, hazardous material remediation, and provision of handicapped access, which is not consistent with the Secretary of the Interior's Professional Standards for the Treatment of Historic Properties (36 CFR Part 68) and applicable guidelines;
 - Removal of the property from its historic location;
 - Change in the character of the property's use or of physical features within the property's setting that contribute to its historic significance;
 - Introduction of visual, atmospheric, or audible elements that diminish the integrity of the property's significant historic features;
 - Neglect of a property which causes its deterioration, except where such neglect and deterioration are recognized qualities of a property of religious and cultural significance to an Indian tribe or Native Hawaiian organization; and
 - Transfer, lease, or sale of property out of federal ownership or control without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property's historic significance.

2. *Area of Potential Effect (APE).* The geographic areas within which the Undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist (36 CFR Part 800.16[d]).

3. *Burned Area.* The following individual fires will be grouped into what will be termed burned areas. The Scenic and Loop fires will be one burned area called the Red Rock burned area. The Dry Rock and Dry Middle fires will be one burned area called the Coyote Springs burned area. The Fork and Tramp fires will be one burned area called the Gold Butte burned area. The Goodsprings fire will be called the Goodsprings burned area. The Halfway (Duzak) fire will be called the Halfway burned area.

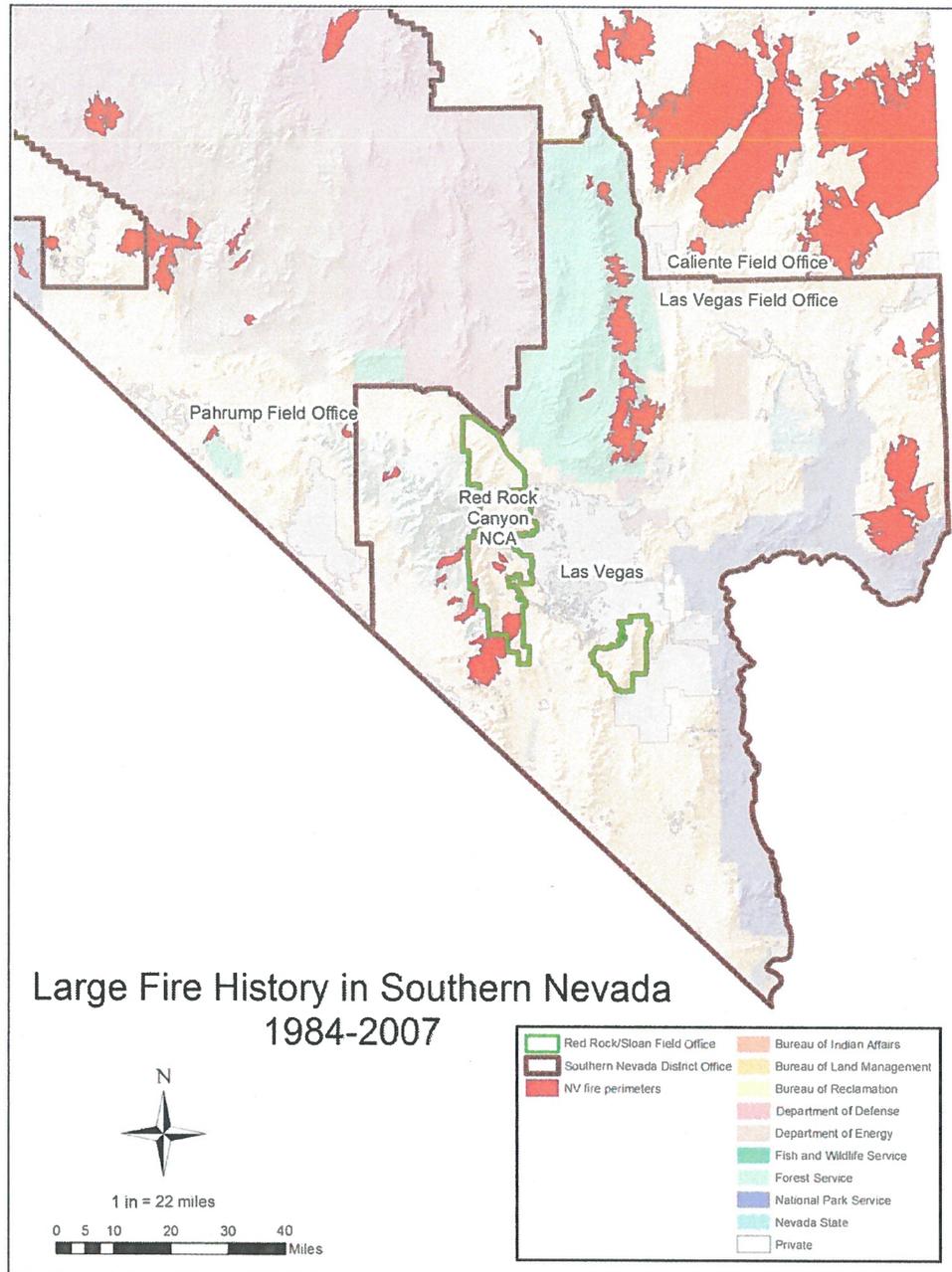
4. *Class III Inventory.* A Class III inventory is an intensive, 100% pedestrian field survey to determine the distribution, number, location, and condition of historic properties in an area in order to determine effects and potential mitigation methods. A Class III inventory is used when it is necessary to know precisely what historic properties exist in a given area or when

information sufficient for later evaluation and treatment decisions is needed on individual historic properties (BLM Manual 8110).

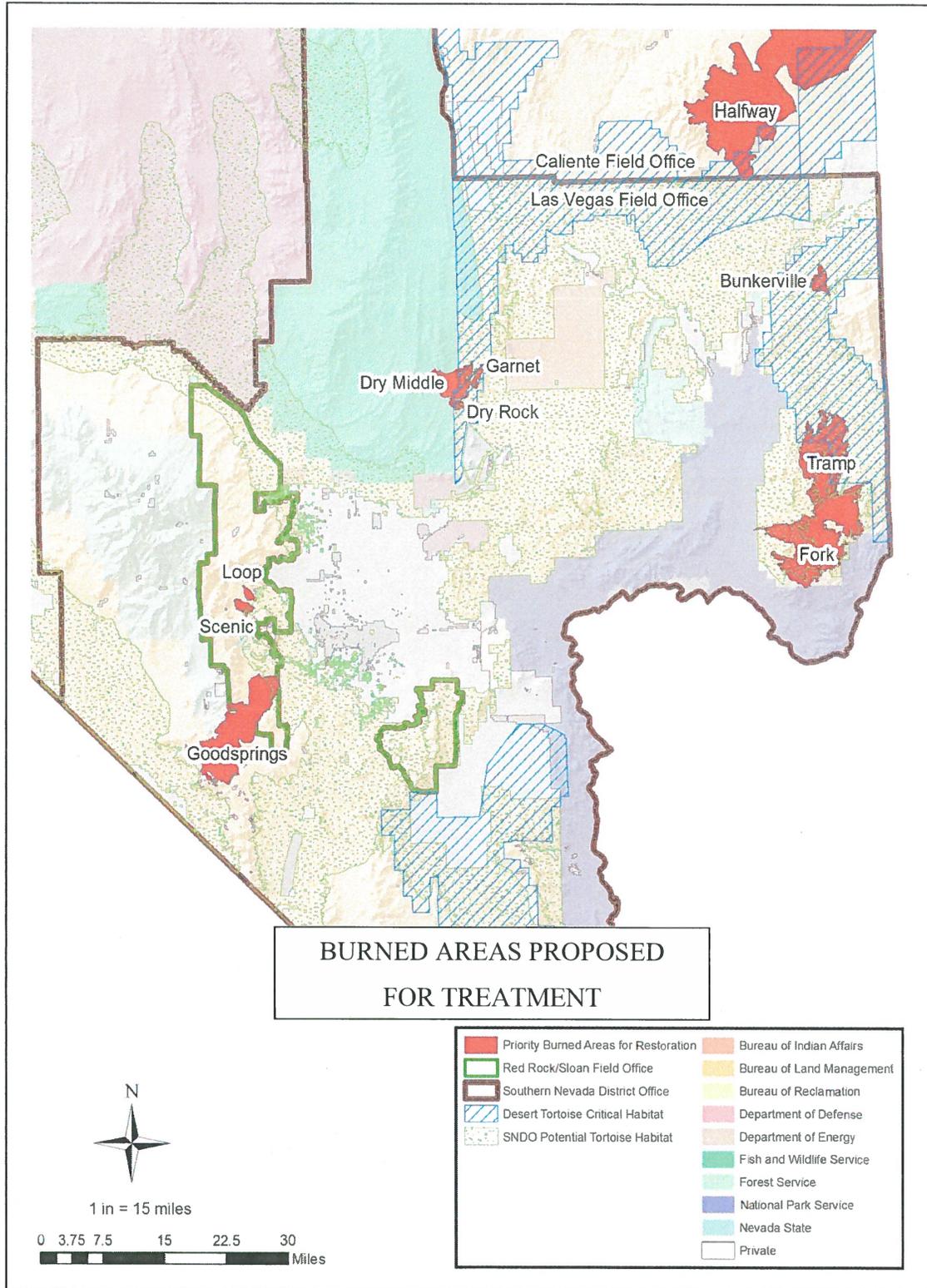
5. Concurring Parties. Concurring Parties are Consulting Parties who have participated in the consultations and may be invited to concur in the agreement. Concurring Parties who refuse to concur in the agreement do not invalidate the agreement (36 CFR Part 800.6[c][3]).
5. Consulting Parties. All required Signatories, Invited Signatories, and Concurring Parties.
6. Cultural Resource. A definite location of human activity, occupation, or use identifiable through field inventory (survey), historical documentation, or oral evidence. The term includes archaeological, historic, or architectural sites, structures, or places with important public and scientific uses, and may include definite locations (sites or places) of traditional religious or cultural significance to specified social and/or cultural groups (Traditional Cultural property). Cultural resources are concrete, material places and things that are located, classified, ranked, and managed through the system of identifying, protecting, and utilizing for public benefit described in the BLM 8100 Manual. They may be but are not necessarily eligible for listing in the National Register.
7. Cumulative Effects. Cumulative effects are the impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions (40 CFR Part 1508.7). For the purposes of the PA and paraphrasing 40 CFR Part 1508.7, cumulative effects on historic properties are the effects that result from the incremental impact of the Undertaking when added to other past, present and reasonably foreseeable future undertakings regardless of what agency (Federal or non-Federal) or person undertakes such other actions. Cumulative effects can result from individually minor but collectively significant actions taking place over a period of time.
8. Day(s). For the calculation of time periods under this PA, “days” means calendar days. Any time period specified in this PA that ends on a weekend or a state or federal holiday is extended until the close of the following business day.
9. Effect. An alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register (36 CFR Part 800.16[i]).
10. Habitat Island. Thirty-two habitat islands may be located within each Project site, each approximately 50 m x 200 m, or one hectare (2.47 acres), in size. Habitat islands will be identified within herbicide treatment areas. Treatment/revegetation techniques will be selected for each habitat area. Each year of the proposed action more habitat islands may be added to herbicide treatment areas within a project site until a maximum of thirty-two islands have been created. Once a habitat island is created, it would not be revisited except for monitoring and maintenance activities.

11. Herbicide Treatment Areas. Areas involving either aerial or manual herbicide application will be termed an herbicide treatment area. The maximum width of treated herbicide swaths would be approximately 61 m (200 ft.) and a maximum total length of approximately 6.5 km (4.03 mi.) per project site. The width of the herbicide treatment areas are the same as those of the habitat islands. Herbicide treatment areas will range from 30 to 1200 meters (100 feet to 3940 feet) in length, typically about 1000 meters (3280 feet).
12. Historic Property. Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious or cultural significance to an Indian tribe and that meet the National Register criteria (36 CFR Part 800.16[1]). The phrase 'eligible for inclusion in the National Register' is used to refer to both properties formally determined as such by the Secretary of the Interior and all other properties that meet National Register listing criteria as defined in 36 CFR Part 800.16(1)(2).
13. Historic Property(ies) Treatment Plan (HPTP). A document that details the procedures and techniques for resolving adverse effects on historic properties within the APE through avoidance, minimization, and/or mitigation.
14. Observation. Actions performed to ensure compliance with the terms, conditions, and stipulations of the PA. Actions include inspection of habitat restoration activities. Observation/monitoring for cultural resources may have different objectives depending on the phase of the project and may include representatives of any of the Signatories as well as the affected tribes.
13. Project Area. When all of the project sites within a burned area are being referred to collectively, this will be termed the Project area (example: The Goodsprings Project area).
14. Project Sites. There will be fifteen project sites distributed across the five burned areas. Project sites are areas where herbicide treatments, planting and monitoring will occur. The project sites will be treated at a rate of four every year for three years. It should be noted that this EA only analyzes the thirteen project sites within Southern Nevada District Office. This was done in order to allow more time for the Caliente Field Office to analyze the other two project sites.
15. Signatories. Required Signatories execute, may amend, and may terminate this agreement pursuant to 36 CFR Part 800.6(c)(2).

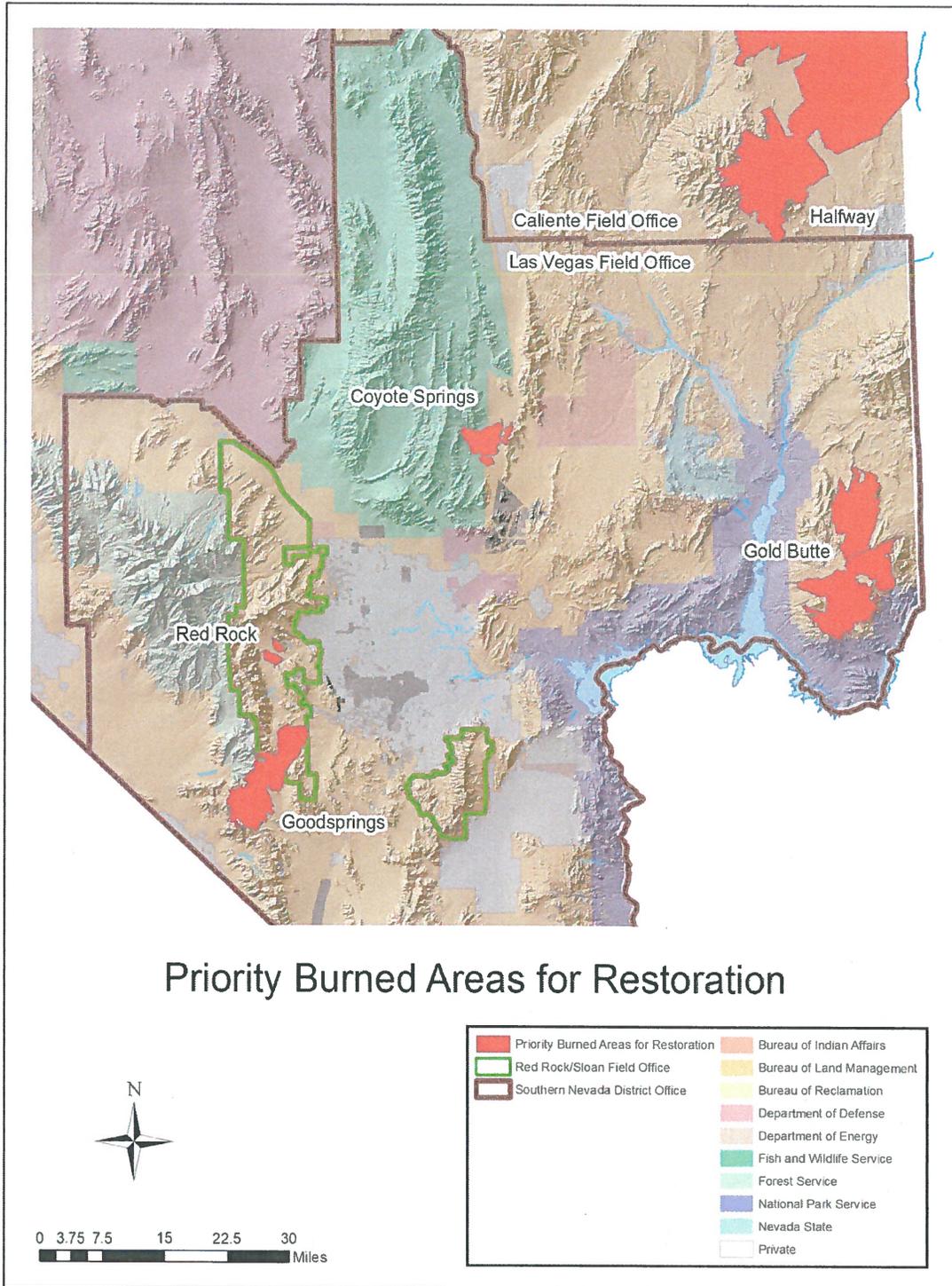
APPENDIX B PROJECT MAPS AND LEGAL DESCRIPTIONS



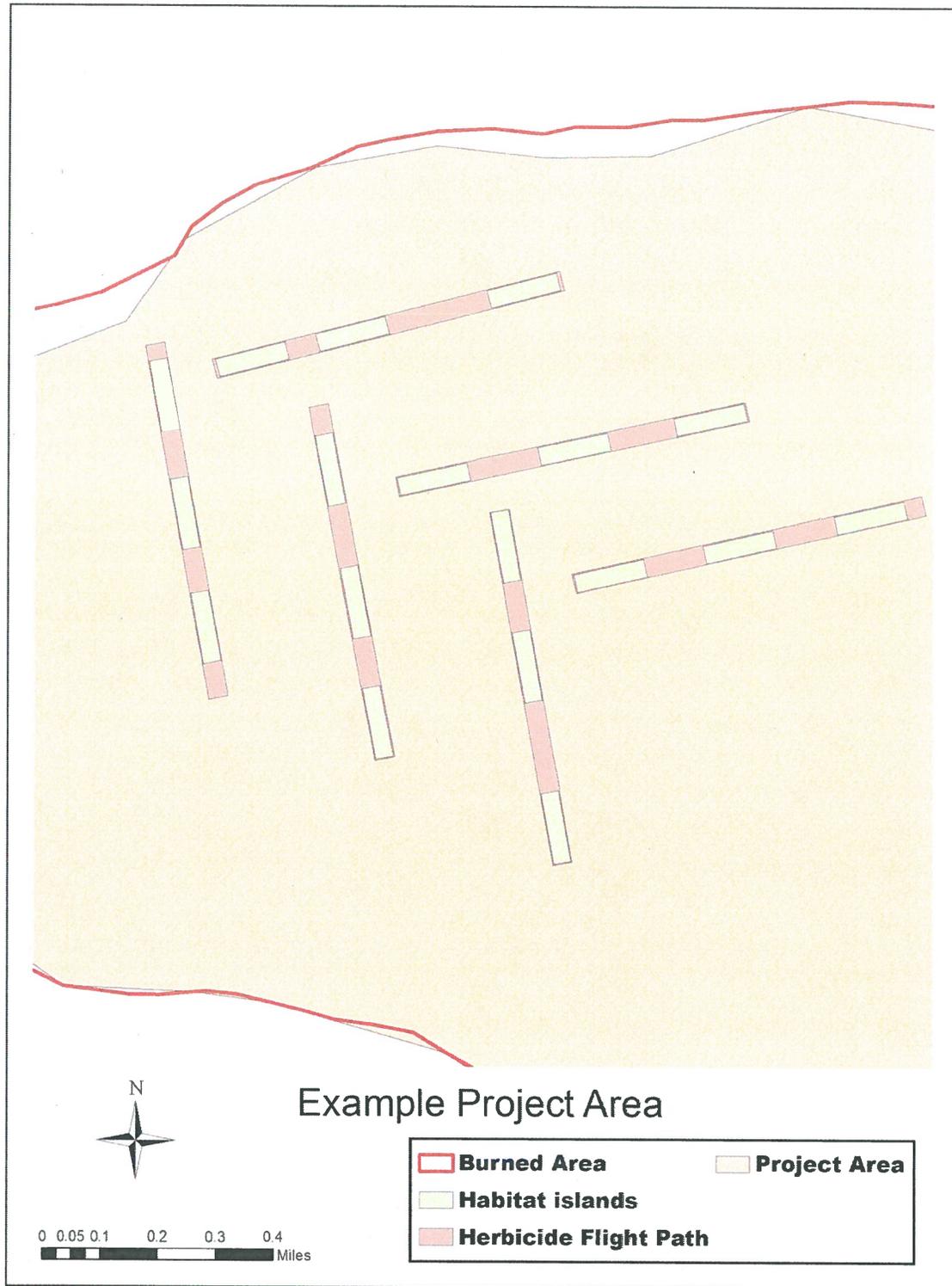
Map1. Entire Southern Nevada Fire Complex Areas.



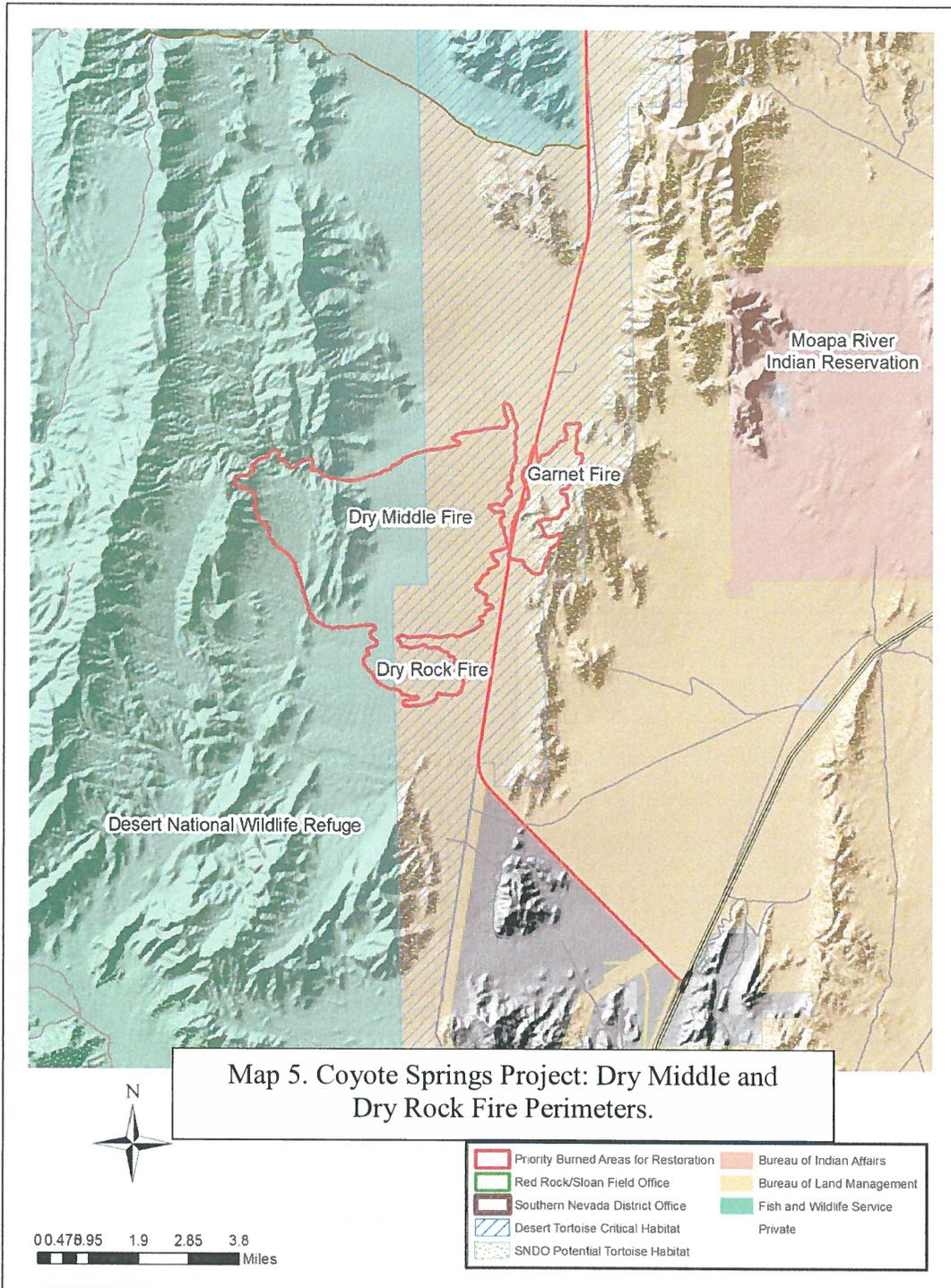
Map 2. Overview of Individual Fire Locations. (Note that the Bunkerville and Garnet fires are not considered part of the Undertaking.)

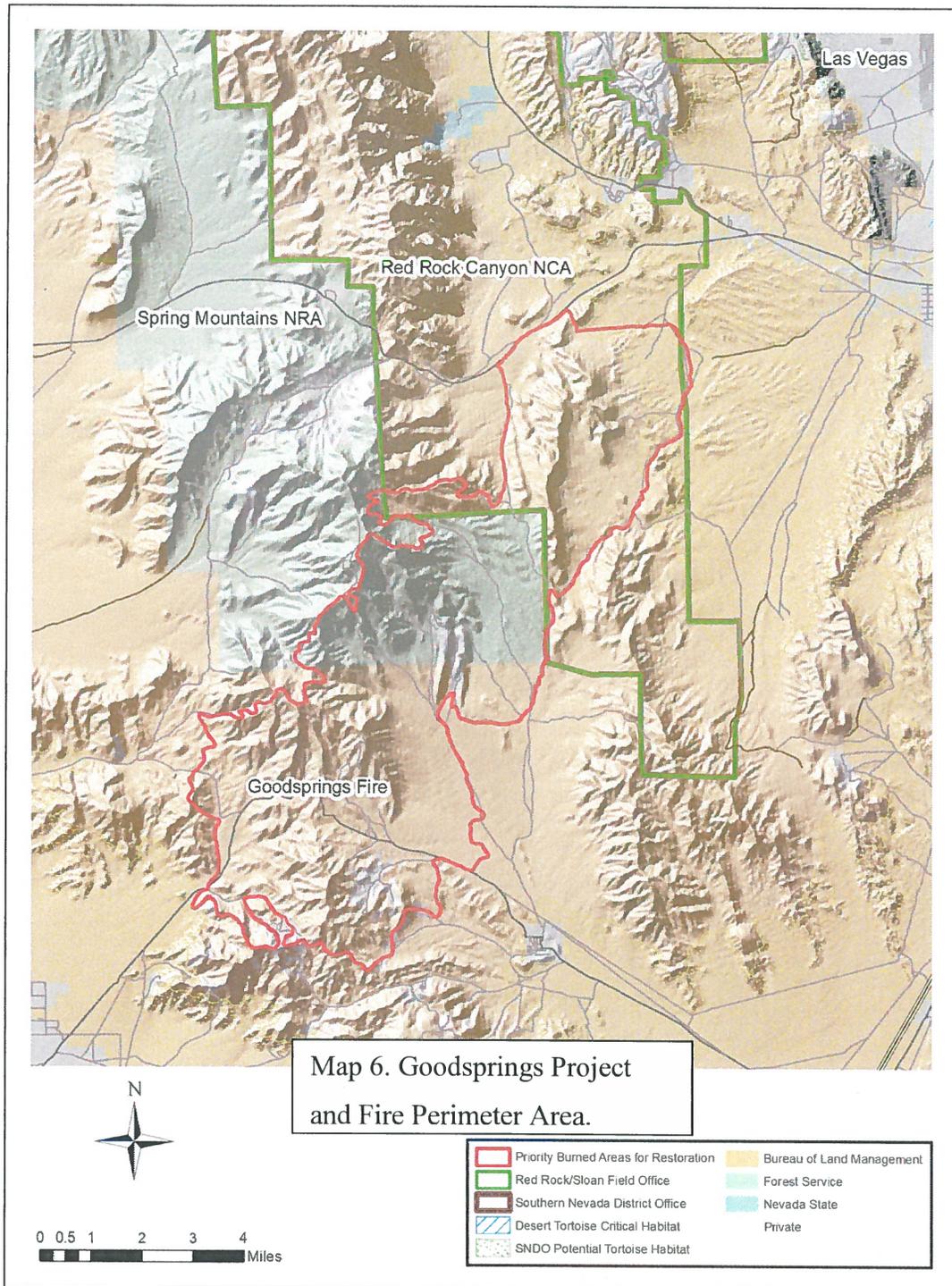


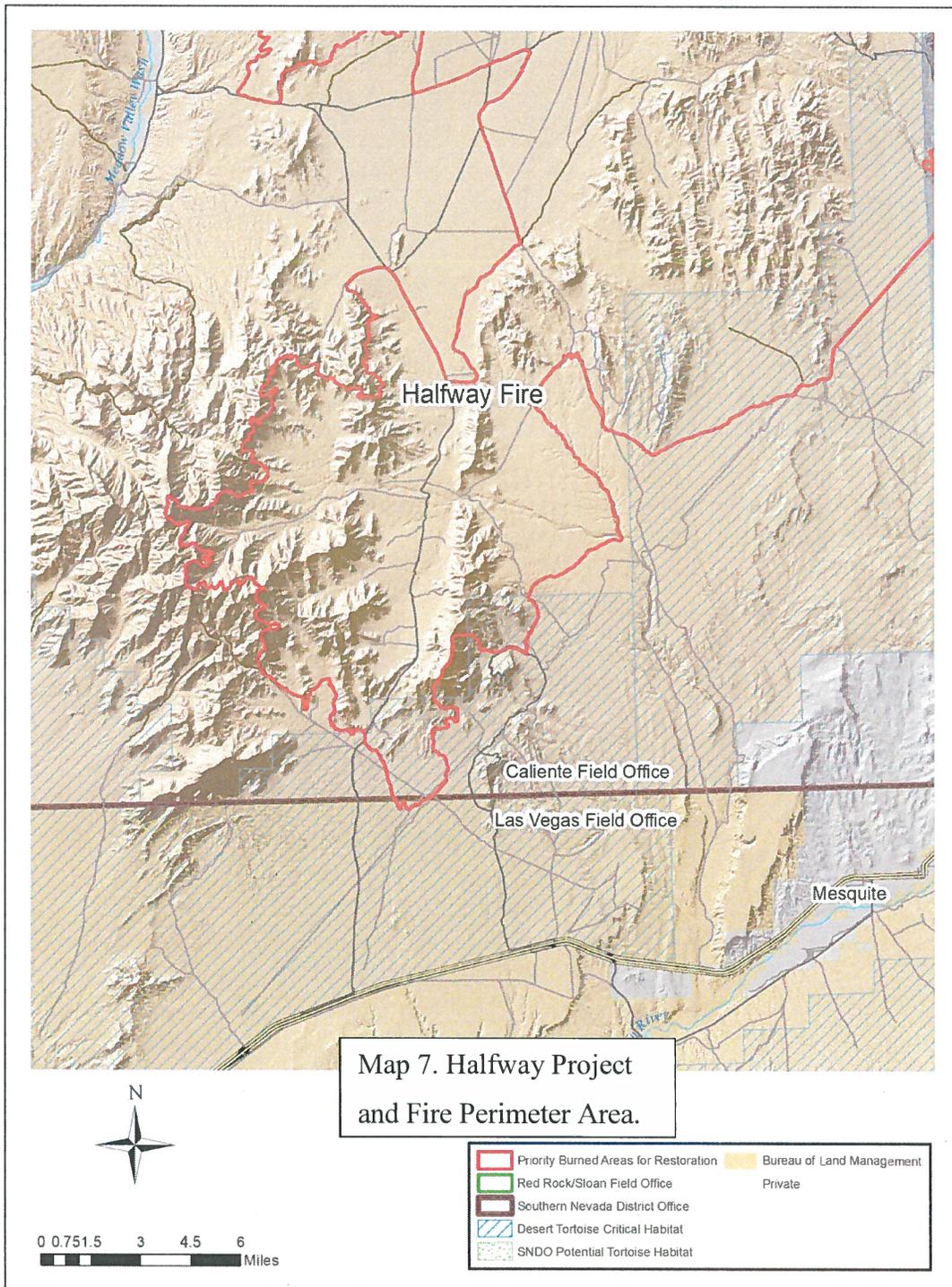
Map 3. Project Areas (Priority Burned Areas) some consisting of combined fire areas.

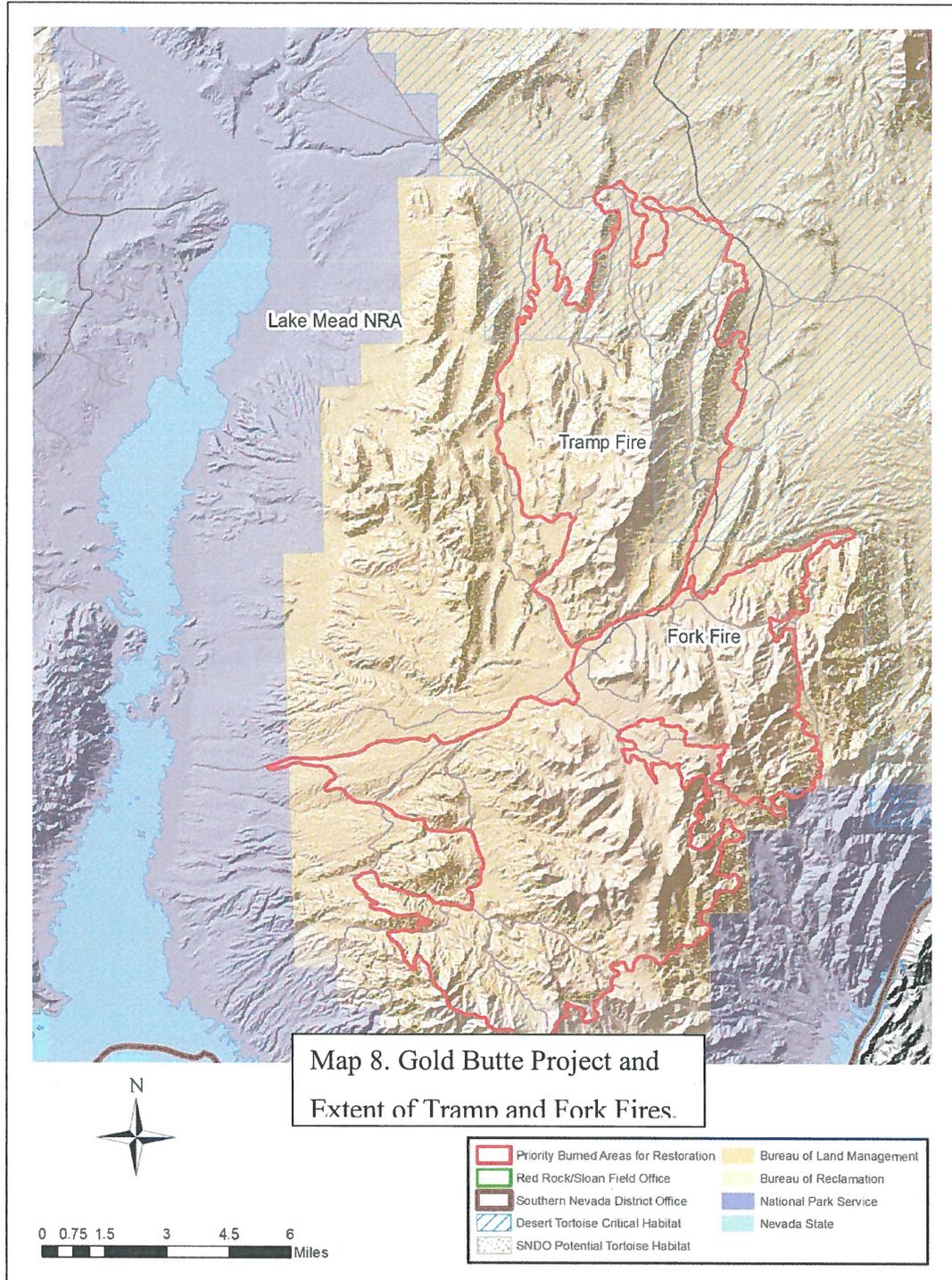


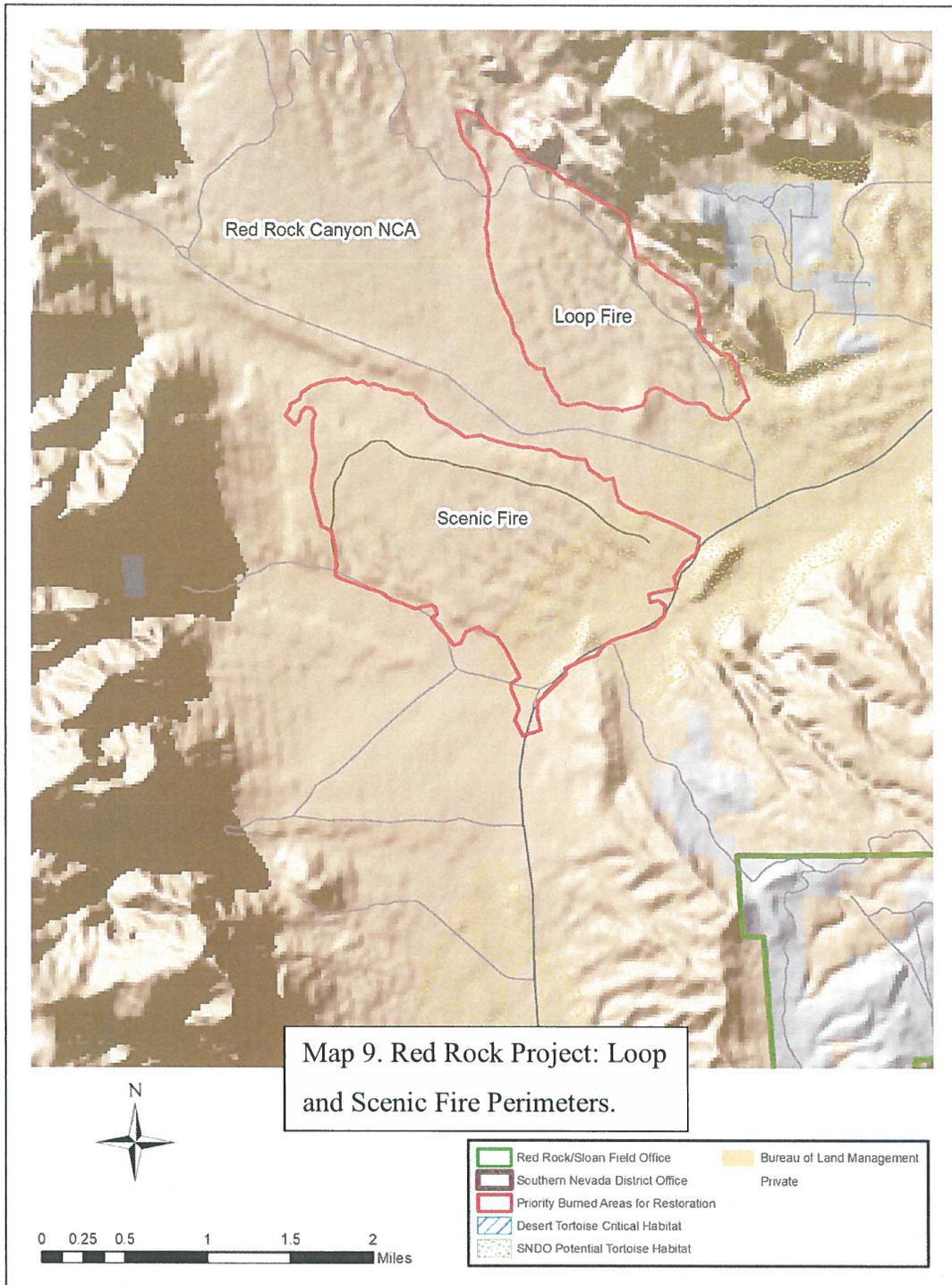
Map 4. Conceptual Layout of Habitat Islands within a Project Site Area.











**Table 1. Entire Undertaking APE
(Projects with Number of Project Site Areas per Project)**

Projects	Total Burned Acres	Total Number of Project Sites
Coyote Springs (Dry Middle and Dry Rock fires)	9,956.2	2
Goodsprings	33,437	3
Halfway (Duzak) [Located in Caliente Field Office]*	71,087	2
Gold Butte (Tramp and Fork fires):		
Tramp fire	27,580.7	2
Fork fire	43,698.1	3
Red Rock (Loop fire and Scenic fires)	2,565.49	3
<u>Total Acres/Direct APE</u>	<u>188,324.49</u>	<u>15</u>

*Undertaking includes only one fire in Caliente Field Office in the Ely District and the Southern Nevada District Office.

Table 2. Project Site APE and Total Number of Project Site Acres

Project	Project Sites	Project Site Acres/Direct APE
<u>Coyote Springs</u>		
	Coyote Springs 1 (Dry Middle fire)	603.2
	Coyote Springs 2 (Dry Rock fire)	520.9
<u>Goodsprings</u>		
	Goodsprings 1	526.9
	Goodsprings 2	335.0
	Goodsprings 3	1541.5
<u>Halfway (Duzak)</u>		
	Halfway 1	1194.7
	Halfway 2	2475.0
<u>Gold Butte</u>		
	Tramp 1	418.6
	Tramp 2	1187.3
	Fork 1	1733.7
	Fork 2	3123.5
	Fork 3	1598.5
<u>Red Rock</u>		
	Loop	364.3

	Scenic East	634.0
	Scenic West	356.8
Total		16,638.9

**Table 3. Habitat Island APE
(Total Acres of Disturbance by Treatment Technique in Each Field Office)**

<i>Disturbance Type</i>	<i>Las Vegas Field Office</i>	<i>Caliente Field Office</i>	<i>Total Acres</i>
Use of Herbicides –	Not Applicable	Not Applicable	Not Applicable
The Four Treatment Techniques: 1. Diversionary Broadcast Seeding 2. Sowing of Seeds Manually 3. Out-Planting of Propagated Seedlings or Salvaged Plants 4. Reintroduction of Biological Soil Crust	1027.5	158.1	1185.6
Disturbance from Off-Road Vehicle Access	155.1	31.0	186.1
TOTAL	1182.6	189.1	1371.7

LEGAL DESCRIPTIONS OF FIRE AREAS

<i>FIRE NAME</i>	<i>EASTING ZONE 11</i>	<i>NORTHING ZONE 11</i>	<i>TOWNSHIP</i>	<i>RANGE</i>	<i>SECTIONS</i>
Coyote 1 (Dry Middle)	680736	4037837	T 17 S	R 62 E	24
			T 17 S	R 63 E	18,19
Coyote 2 (Dry Rock)	679974	4041646	T 16 S	R 62 E	11,12,21,22, 24,25,26,27,28, 33,34,35,36
			T 16 S	R 63 E	17,19,29,30,31
			T 17 S	R 62 E	13,14,25,26,27, 28,33,34,35,36
			T 17 S	R 63 E	7,8,9,17
Fork	450697	4010956	T 18 S	R 17 E	31,32
			T 19 S	R 68 E	25,36
			T 19 S	R 69 E	24,25,26,27,28, 29,30,31,32,33,34,35,36

<i>FIRE NAME</i>	<i>EASTING ZONE 11</i>	<i>NORTHING ZONE 11</i>	<i>TOWNSHIP</i>	<i>RANGE</i>	<i>SECTIONS</i>
			T 19 S	R 70 E	1,2,3,8,10,11,12,13,14,15,16, 17,19,2,21,22,23,24,25,26,27, 28,29,30,31,32,33,34, 35,36
			T 19 S	R 71 E	5,6,7,18,19,30,31
			T 20 S	R 69 E	1,2,3,4,5,8,9,11,12,13,14,15, 16,17,21,22,23,24, 25,26,27,28,34, 35,36
			T 20 S	R 70 E	1,2,3,4,5,6,7,8,9,10,11,14,15,1 6,17,18,19, 20,21,22,23,28,29,30,31,32
			T 20 S	R 71 E	6
			T 21 S	R 69 E	1
			T 21 S	R 70 E	6
Goodsprings	637053	3975675	T 22 S	R 58 E	24,25,26,35,36
			T 22 S	R 59 E	28,29,30,31,32,33
			T 23 S	R 57 E	35,36
			T 23 S	R 58 E	1,2,8,9,10,11,12,13,14,15,16, 17,19,20,21,22,26,24,25,26,27, 28, 29,30,31,32,33 ,34,35
			T 23 S	R 59 E	5,6,7,8,18
			T 24 S	R 57 E	1,2,11,12,13,14, 23,24,25
			T 24 S	R 58 E	2,3,4,5,6,7,8,9,10,15,16,17,18, 19,20,21,28, 29,30
Halfway (Duzak)	736160	4093522	T 10 S	R 68 E	13,14,15,23,24,25,26,28,29,31, 32,33,34,35,36
			T 10 S	R 69 E	9,10,14,15,16,17,19,20,21,22, 23,26,27,28, 29,30,

<i>FIRE NAME</i>	<i>EASTING ZONE 11</i>	<i>NORTHING ZONE 11</i>	<i>TOWNSHIP</i>	<i>RANGE</i>	<i>SECTIONS</i>
					31,32,33,34,35
			T 11 S	R 67 E	13,14,22,23,24, 25,26,35,36
			T 11 S	R 68 E	ALL
			T 11 S	R 69 E	3,4,5,6,7,8,9,10,11,13,14,15,16, 17,18,19,20,21,22,23,24,25,26, 27,28,29,30,31,32,33,34,35
			T 12 S	R 68 E	1,2,3,4,5,6,7,8,9,10,11,12,13, 14,15,16,17, 18,20,21,22,23,24,25,26,27, 35,36
			T 12 S	R 69 E	3,4,5,9,7,8,9,18,19, 30,31
			T 13 S	R 68 E	1
Loop	640280	4001507	T 20 S	R 58 E	35,36
			T 21 S	R 28 E	1,2,12,
Scenic	639115	3999298	T 21 S	R 58 E	10,11,13,14,15,23
			T 17 S	R 70 E	20,21,22,23,25,26,27,28,29, 30,31,32,33,34,35,36
			T 18 S	R 69 E	1,12,13,24,25,36
Tramp	752526	4028193	T 18 S	R 70 E	1,2,3,4,5,6,7,8,9,10,11,12,13, 14,15,16,17, 18,19,20,21,22,23,24,26,27, 28,29,30,31,32,33,34,35
			T 19 S	R 69 E	1,12
			T 19 S	R 70 E	3,4,5,6,7,9,10,18