

**PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES MARINE CORPS, MARINE CORPS INSTALLATIONS WEST-
MARINE CORPS BASE CAMP PENDLETON,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE PROCESS FOR COMPLIANCE WITH SECTION 106 FOR
UNDERTAKINGS ON MARINE CORPS BASE JOSEPH P. PENDLETON**

WHEREAS, the United States Marine Corps (USMC) Marine Corps Installations West (MCIWEST) is comprised of five USMC bases and installations in the Southwestern United States to include Marine Corps Base (MCB) Camp Pendleton (CAMPEN), which as a Department of Defense (DoD) installation follows requirements of the National Historic Preservation Act (NHPA), as amended through December 16, 2016 and Codified in Title 54 of the United States Code, including Section 106 (54 U.S.C. § 306108) invoked for the development of this present agreement; and

WHEREAS, the MCIWEST-MCB CAMPEN annually provides military training for various tactical forces across the DoD as well as national, state, and local agencies aboard the installation, with a particular focus on infantry and amphibious sea-to-shore training as the largest West Coast expeditionary training facility providing specialized schools and training as directed by the Commandant of the Marine Corps to include Assault Amphibian Schools Battalion, School of Infantry-West, Field Medical Training Battalion - West and Marine Corps University; and

WHEREAS, the MCIWEST Commanding General is the Base Commander for MCB CAMPEN and is the delegated authority regarding all matters related to NHPA including compliance with Section 106 and;

WHEREAS, the Base Commander finds that many of the maintenance and repair activities are of a scale, scope, and routine nature that case-by-case review under the Section 106 process (36 CFR §§ 800.3 through 800.7) often results in no historic properties affected, or findings of no adverse effect, in a manner of predictive redundancy; and

WHEREAS, the Base Commander finds that a programmatic approach, employing the present Programmatic Agreement (PA), is an appropriate and improved way (in accordance with 36 CFR § 800.14(b)(2)) for the Base Commander to address the circumstances of such routine and redundant maintenance and repair activities, and will produce equivalent appropriate consideration of historic properties at MCB CAMPEN when such activities are planned, including recognition that there will remain potential for historic properties to be affected by such undertakings, and this approach will allow the Base Commander and consulting parties to give attention to a number of other important Section 106-related undertakings within MCB CAMPEN; and

WHEREAS, the Base Commander relies on the Cultural Resources Management Program within the Resources Management Branch of the Conservation Division of Environmental Security, to review Section 106 related undertakings; and

WHEREAS, the total area of MCB CAMPEN exists in San Diego and Orange Counties, and consists of approximately 125,000 acres of federally-owned land in its main continuous area, with the combined total area of MCB CAMPEN considered the Area of Potential Effects (APE) for this PA (Attachment A); and

1 **WHEREAS**, the MCB CAMPEN continues to identify, evaluate, treat, protect, and preserve historic
2 properties in consultation with the parties of this PA and has intensively surveyed approximately 100% of
3 land that is safely accessible for archaeological sites except for the duded impact area, which is
4 approximately 25,000 acres, due to human life and safety concerns; and
5

6 **WHEREAS**, MCB CAMPEN requested funding to contract an inventory and evaluation of properties of
7 traditional religious and cultural significance and/or traditional cultural properties to support the Section
8 106 review process; and
9

10 **WHEREAS**, for many years MCB CAMPEN has employed appropriate principles, policies, and best
11 practices to utilize, protect, and manage its historic properties, following the spirit and intent of NHPA
12 and various guidance including the DoD Instruction 4715.16, *Cultural Resources Management* (DoDI
13 4715.16; September 18, 2008, incorporating Change 2 effective August 31, 2018); Secretary of the Navy
14 Instruction (SECNAV INST) 4000.35A, *Department of the Navy Cultural Resources Program*;
15 Operational Navy Instruction 5090.1B *Environmental and Natural Resource Program Manual*; Marine
16 Corps Order (MCO) 5090.2 Volume 8, June 11, 2018; the Secretary of the Interior's Standards for the
17 Treatment of Historic Properties (36 CFR Part 68); and installation-level plans such as installation facility
18 standards, installation development plans which encompass district plans (please note that the term
19 "district" in this context is not being associated with the National Register of Historic Places (NRHP)
20 historic property type), and the *Integrated Cultural Resources Management Plan* (ICRMP); and
21

22 **WHEREAS**, MCB CAMPEN has demonstrated progress in its compliance with Section 110 of the
23 NHPA by implementing the ICRMP and provides guidance and direction of these programs emphasizing
24 identification, evaluation, conditions monitoring, and stabilization but these efforts are not limited to
25 historic properties identified in undertakings considered under this PA; and
26

27 **WHEREAS**, the Environmental Operations Map (EOM) is a geographic information systems (GIS)-
28 derived map book produced by Environmental Security that displays the locations of all recorded
29 archaeological sites as "Rare Plant Areas and Other Environmentally Sensitive Areas Requiring Similar
30 Protection Methods," and prohibits digging, off-road vehicle maneuvers, and bivouac/command post/field
31 support activities with 50 meters of archaeological site boundaries; and
32

33 **WHEREAS**, the MCB CAMPEN has consulted with the California State Historic Preservation Officer
34 (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR Part 800,
35 "Protection of Historic Properties," implementing Section 106 of the NHPA; and
36

37 **WHEREAS**, the MCB CAMPEN has notified and invited the following federally-recognized Indian
38 tribes (Tribes), including La Jolla Band of Mission Indians, Pala Band of Mission Indians, Pauma Band of
39 Mission Indians, Pechanga Band of Mission Indians, Rincon Band of Mission Indians, and Soboba Band
40 of Mission Indians, to be Invited Signatories to the PA; and
41

42 **WHEREAS**, the MCB CAMPEN has notified and invited the following interested parties, including the
43 Juaneno Band of Mission Indians—Acjachemen Nation, the Juaneno Band of Mission Indians, San Luis
44 Rey Band of Mission Indians, the San Diego County Archaeological Society, United Coalition to Protect
45 Panhe, and the California Cultural Resources Protection Alliance, to be part of the development of this
46 PA; and
47

48 **WHEREAS**, the MCB CAMPEN acknowledges responsibilities to continue to consult with all parties
49 currently consulting with and other parties that express interest in participating in consultations in the

1 future (i.e., all consulting parties will be included in all future consulting actions resultant from this PA
2 unless they specifically request not to be include); and
3

4 **WHEREAS**, MCB CAMPEN made a draft of this PA available to the public on the MCIEST-
5 MCBCAMPEN website [INSERT URL] on [INSERT DATE] for a period of 30-days. The public
6 involvement with this PA's development is portrayed in **[INSERT RESULTS OF REVIEW PERIOD]**,
7 reflecting that the MCIWEST-MCB CAMPEN invited comments from the public, and has taken any such
8 comments into consideration; and
9

10 **NOW THEREFORE**, the MCB CAMPEN, the SHPO, and the ACHP agree that the Section 106 process
11 shall be implemented in accordance the following stipulations in order to take into account effects to
12 historic properties.

STIPULATIONS

The MCB CAMPEN shall ensure the following measures are carried out:

I. ROLES AND RESPONSIBILITIES

- A. Consultation and coordination among the MCB CAMPEN, the SHPO, the ACHP, the Invited Signatories, and other consulting parties, pursuant to the PA, shall be the responsibility of the Cultural Resources Manager (CRM) unless otherwise specified by the Base Commander.
- B. The Base Commander designates the CRM to represent MCIWEST-MCB CAMPEN in any discussion involving an Invited Signatory.
- C. The CRM shall host and attend government-to-government meetings with one or more of Invited Signatories upon request of an Invited Signatory.
- D. An Invited Signatory may request a government-to-government meeting with MCIWEST-MCB CAMPEN at any time during the implementation of the Section 106 Review Process under Stipulation II.

II. SECTION 106 REVIEW PROCESS

- A. Determine the Undertaking
 - 1. The CRM shall determine if the proposed project or activity is an undertaking as defined in 36 CFR § 800.16(y).
 - a) If the CRM determines the proposed project or activity will not have an effect as defined in 36 CFR § 800.16(i), the CRM shall document this determination for the administrative record for that project or activity, and the MCB CAMPEN has no further obligations under this Stipulation.
 - b) If the CRM determines that the proposed project is listed in Attachment C, *Excluded Undertakings*, the CRM shall document this determination for inclusion in the Annual Report per Stipulation VII, and the MCB CAMPEN has no further obligations under this Stipulation.
 - c) If the CRM determines the proposed project is an undertaking not listed in Attachment C, the CRM shall continue to Stipulation II.B, *Define the Area of Potential Effects and Identify Historic Properties*.
- B. Define the Area of Potential Effects and Identify Historic Properties
 - 1. The CRM shall determine and document the project APE for each specific undertaking, appropriate to the scope and scale of the undertaking, and considering direct, indirect, and cumulative effects to include lay down and staging areas as appropriate.

1 a) If an APE extends beyond the boundaries of MCB CAMPEN, the CRM
2 shall exit this PA and shall initiate consultation with the SHPO and
3 federally recognized Indian tribes in accordance with 36 CFR §§ 800.4
4 through 800.7 for said undertaking(s).

5
6 2. The CRM shall determine if cultural resource surveys are required or existing
7 cultural resources surveys can be referenced for the APE; new cultural resources
8 surveys will use the following parameters:
9

10 a) Architecture, Historic Architecture, and Architectural History surveys
11 shall be carried out by professionals meeting the Secretary of the
12 Interior's Professional Qualification Standards (48 Federal Register (FR)
13 44716, 1983) for architectural history and must include, but is not limited
14 to, the following:
15

16 (1) A field visit to each building, structure, or object in the study
17 area to examine and document exterior and interior features
18 (specifically recording architectural attributes, materials, form
19 and condition), and immediate environmental surroundings;
20

21 (a) Record each resource on State of California Department
22 of Parks and Recreation (DPR) form and file copies with
23 the California Office of Historic Preservation.
24

25 (2) A written report describing the survey methods, findings, and a
26 narrative summary of results in the context of the survey's
27 design and goals that includes, but is not limited to the
28 following:
29

30 (a) Photo-documentation of the building, structure, or object
31 to the level necessary to provide a complete evaluation;
32

33 (b) Maps showing the specific location of each building,
34 structure, or object identified; and
35

36 (c) NRHP eligibility within the historic context of MCB
37 CAMPEN, with specific reference to the period of
38 significance of the subject of the evaluation.
39

40 b) Archaeological surveys shall be carried out by professionals meeting the
41 Secretary of the Interior's Professional Qualification Standards (48
42 Federal Register (FR) 44716, 1983) for archaeology and must include,
43 but is not limited to, the following:
44

45 (1) A designated study area that shall include the APE and at a
46 minimum a one-half mile minimum radius of the APE;
47

- (2) A records and literature search of the study area at the South Coastal Information Center, the South Central Coastal Coast Information Center, and/or the Environmental Security's Cultural Resources Section files;
- (3) An invitation to the Invited Signatories to provide a tribal representative to participate in contracted archaeological surveys;
- (4) An intensive field survey to include, but not limited to:
 - (a) transects spaced 15m or less apart (transect distance should take into account ground visibility, terrain, density of sites); and
 - (b) spot-checking slopes greater than 25° and areas with dense vegetation coverage (10% or less ground visibility) for rock outcrops, springs, caves, historical-period infrastructure, and similar landscape features;
 - (c) Record each resource on State of California Department of Parks and Recreation (DPR) form and file copies with the California Office of Historic Preservation.
- (5) A written report describing the survey methods, findings, and a narrative summary of results in the context of the survey's design and goals that includes, but is not limited to the following:
 - (a) Maps indicating which areas were intensively surveyed;
 - (b) Maps indicating which areas were spot-checked due to inaccessibility;
 - (c) Photo-documentation of sites to the level necessary to provide a complete evaluation; and
 - (d) NRHP eligibility within the historic context of MCB CAMPEN, with specific reference to the period of significance of the subject of the evaluation.

3. Evaluation of Newly Surveyed Cultural Resources

- a) New surveys that identify areas with no archaeological sites, isolated features or artifacts, or other cultural resources will be defined as negative surveys.

- (1) The CRM shall provide reports of negative surveys to Invited Signatories and other appropriate consulting parties before finalizing the report. The Invited Signatories are under no obligation to provide comments on the negative surveys; however, if they wish the CRM to consider their comments regarding the negative survey, an Invited Signatory shall submit comments in writing within 30 calendar days of receipt of all pertinent documentation.
 - (2) If an Invited Signatory identifies properties of traditional religious and cultural significance and/or Traditional Cultural Properties, the CRM shall proceed to Stipulation II.B.3.c in the Section 106 Review Process.
 - (3) A list of finalized negative survey reports will be part of the Annual Report per Stipulation VII, the CRM shall proceed to Stipulation II.B.4 in the Section 106 Review Process.
- b) All newly identified cultural resources, and any previously identified but unevaluated cultural resources that could be affected by an undertaking, shall be evaluated by the CRM in accordance with 36 CFR Part 63 and bulletins, guidance, and documents produced by the National Park Service (NPS), in consultation with the SHPO and the Invited Signatories, to determine if they are historic properties.
- (1) If the CRM identifies cultural resources that could be found eligible as historic properties, it shall first be determined if the implementation of a Standard Resource Protection Measure in Attachment D is possible, and if so shall proceed to Stipulation II.C.1.b).
 - (2) If the CRM identifies cultural resources that could be found eligible as historic properties, and implementation of Standard Resource Protection Measures in Attachment D are not possible, the CRM shall provide the results of the survey and evaluation to the SHPO and Invited Signatories for review, comment, and concurrence.
 - (a) The SHPO shall provide a response to the CRM's eligibility determinations within 30 calendar days of receipt of all pertinent documentation. If no comments are received within that time, the CRM shall make a second attempt to contact the SHPO for comments and wait 5 business days before assuming concurrence with the MCB CAMPEN determinations. If the CRM and the SHPO cannot resolve the issue within 30 calendar days, then the Base Commander shall forward the dispute to the Keeper of the NRHP for resolution at the conclusion of the 30 calendar day period.

1 (b) The Invited Signatories are under no obligation to
2 provide comments on the eligibility determinations;
3 however, if they wish the CRM to consider their
4 comments regarding the eligibility determinations, an
5 Invited Signatory shall submit comments in writing
6 within 30 calendar days of receipt of all pertinent
7 documentation. If no comments are received within that
8 time, the CRM shall make a second attempt to contact
9 the Invited Signatories for comments and wait 5 business
10 days before assuming concurrence with the MCB
11 CAMPEN determinations.
12

13 c) The CRM shall consult with the Invited Signatories to identify properties
14 of traditional religious and cultural significance (54 U.S.C. § 302706)
15 and also potential Traditional Cultural Properties, in accordance with
16 NPS Bulletin 38.
17

18 (1) Due to their unique nature, properties of traditional religious and
19 cultural significance and Traditional Cultural Property
20 determinations will be handled on a case by case basis,
21 respecting the desires of the Invited Signatory affected while
22 expediting the mission of the MCB CAMPEN.
23

24 (2) Undertakings affecting a Traditional Cultural Property shall be
25 excluded from review in accordance with this PA, and the CRM
26 shall initiate consultation with the SHPO and federally
27 recognized Indian tribes in accordance with 36 CFR §§ 800.4
28 through 800.7 for said undertaking(s).
29

30 4. If the CRM does not identify any historic properties within the APE the CRM
31 shall document this determination of “No Historic Properties Present” for those
32 undertakings for inclusion in the Annual Report per Stipulation VII, and the
33 MCIWEST-MCB CAMPEN has no further obligations under this Stipulation.
34

35 5. If the CRM identifies a historic property that may be directly, indirectly, or
36 cumulatively affected within the APE, the CRM shall proceed to Stipulation II.C,
37 *Evaluate Effects of the Undertaking*.
38

39 C. Evaluate Effects of the Undertaking
40

41 1. The CRM shall assess the effects of the proposed undertaking on historic
42 properties, including direct, indirect, and cumulative effects, using the criteria of
43 adverse effects (36 CFR § 800.5(a)(1)) and will make one of the following
44 determinations:
45

- 1 a) “No Effect to Historic Properties:” if the CRM determines that historic
2 properties present in the APE will not be affected by the undertaking, the
3 CRM shall document this determination for those undertakings for
4 inclusion in the Annual Report per Stipulation VII, and the MCB
5 CAMPEN has no further obligations under this Stipulation.
6
7 b) “No Effect to Historic Properties Using Protection Measures:” if the
8 CRM determines historic properties are present within the APE but will
9 be avoided and/or not affected by the undertaking because of the
10 implementation of a Standard Resource Protection Measure in
11 Attachment D, the CRM shall document this determination for those
12 undertakings for inclusion in the Annual Report per Stipulation VII, and
13 the MCB CAMPEN has no further obligations under this Stipulation.
14
15 c) “No Adverse Effect to Historic Properties:” if the CRM determines that
16 historic properties present in the APE will not be adversely affected by
17 the undertaking, and the undertaking is not included in Attachment C, the
18 CRM shall proceed to Stipulation II.C.2, *No Adverse Effect to Historic*
19 *Properties*.
20
21 d) “Adverse Effect to Historic Properties:” if the CRM determines that
22 historic properties present in the APE will be adversely affected by the
23 undertaking, the CRM shall proceed to Stipulation II.C.3, *Adverse Effect*
24 *to Historic Properties*.
25

26 2. No Adverse Effect to Historic Properties
27

- 28 a) For those undertakings with a finding of “No Adverse Effect to Historic
29 Properties” the CRM shall provide the Invited Signatories, and other
30 appropriate consulting parties, with a packet of information, and shall
31 provide a copy to the SHPO, including, but not limited to, the following:
32
33 (1) project description, to include depth and amount of ground
34 disturbance anticipated;
35
36 (2) APE map showing the location of the project and of any
37 identified historic properties;
38
39 (3) description of the historic properties affected;
40
41 (4) any photos as necessary; and
42
43 (5) finding of effect of “No Adverse Effect to Historic Properties.”
44

- 1 b) The Invited Signatories are under no obligation to provide comments on
2 the effect determination; however, if they wish the CRM to consider their
3 comments regarding the effect determination, an Invited Signatory shall
4 submit comments in writing within 30 calendar days of receipt or request
5 a meeting to discuss within 15 calendar days of receipt. If no comments
6 are received within 30 calendar days, the CRM shall make a second
7 attempt to contact the Invited Signatories and wait 5 business days for
8 comments before assuming concurrence. The CRM shall take any
9 comments received into consideration before concluding the consultation
10 and will notify the SHPO of any concerns.
- 11
- 12 c) Other appropriate consulting parties are under no obligation to provide
13 comments on the effect determination; however, if they wish the CRM to
14 consider their comments regarding the effect determination, other
15 appropriate consulting parties should submit comments in writing within
16 30 calendar days of receipt. If no comments are received within that
17 time, the CRM shall make a second attempt to contact the appropriate
18 consulting parties for comments and wait 5 business days before
19 assuming concurrence. The CRM shall take any comments received into
20 consideration before concluding the consultation and shall notify the
21 SHPO of any concerns.
- 22
- 23 d) After the CRM reviews comments received from the Invited Signatories
24 and other appropriate consulting parties, the CRM shall within 10
25 calendar days provide the SHPO with a packet of information including,
26 but not limited to, the following:
- 27
- 28 (1) project description, to include depth and amount of ground
29 disturbance anticipated;
- 30
- 31 (2) APE map showing the location of the project and of any
32 identified historic properties;
- 33
- 34 (3) description of the historic properties affected;
- 35
- 36 (4) any photos as necessary;
- 37
- 38 (5) comments or concerns received from the an Invited Signatory or
39 other appropriate consulting party and how the comments or
40 concerns were or were not addressed; and
- 41
- 42 (6) finding of effect and request for concurrence on “No Adverse
43 Effect to Historic Properties.”
- 44
- 45 e) The SHPO shall provide a response to the MCB CAMPEN effect
46 determination within 7 business days of receipt of all pertinent
47 documentation. If no comments are received within that time, the CRM
48 shall make a second attempt to contact the SHPO for comments before
49 assuming concurrence with the MCB CAMPEN effect determination.
- 50

1 (1) If the SHPO concurs with the “No Adverse Effect to Historic
2 Properties” finding, the CRM shall first determine if any
3 consulting party has concerns with the finding (see Stipulation
4 II.C.2.f), and if there are no concerns the CRM shall document
5 this concurrence, and the MCIWEST-MCB CAMPEN has no
6 further obligations under this Stipulation.
7

8 f) If the SHPO, an Invited Signatory, or other appropriate consulting party
9 does not concur or has concerns, with the finding of “No Adverse Effect
10 to Historic Properties,” the CRM shall consult with that party, and
11 include other parties as appropriate, for no more than a total of 30
12 calendar days, or other time period as agreed to among consulting
13 parties, upon receipt of the notification of non-concurrence to attempt to
14 resolve concerns as identified by the party.
15

16 (1) If at the end of the 30 calendar days, or agreed to specified time,
17 the consulting parties concur with the finding of “No Adverse
18 Effect to Historic Properties,” the CRM shall document this
19 concurrence, and the MCB CAMPEN has no further obligations
20 under this Stipulation.
21

22 (2) If at the end of the 30 calendar days, or agreed to specified time,
23 the consulting party does not concur with the finding of “No
24 Adverse Effect to Historic Properties,” the Base Commander
25 shall notify the ACHP in accordance with Stipulation X, *Dispute*
26 *Resolution*.
27

28 3. Adverse Effect to Historic Properties 29

30 a) For those undertakings with a finding of “Adverse Effect to Historic
31 Properties” the CRM shall provide the SHPO, Invited Signatories, and
32 other appropriate consulting parties with a packet of information
33 including, but not limited to, the following:
34

35 (1) project description, to include depth and amount of ground
36 disturbance anticipated;
37

38 (2) APE map showing the location of the project and of any
39 identified historic properties;
40

41 (3) description of the historic properties affected;
42

43 (4) any photos as necessary; and
44

45 (5) finding of effect and request for concurrence on “Adverse Effect
46 to Historic Properties” finding from the SHPO.
47

- 1 b) The Invited Signatories are under no obligation to provide comments on
2 the effect determination; however, if they wish the CRM to consider their
3 comments regarding the effect determination, an Invited Signatory shall
4 submit comments in writing within 30 calendar days of receipt. If no
5 comments are received within that time, the CRM shall make a second
6 attempt to contact the Invited Signatories for comments and wait 5
7 business days before assuming concurrence. The CRM shall take any
8 Invited Signatory comments received into consideration before
9 concluding the consultation and will notify the SHPO of any concerns.
- 10
- 11 c) Other appropriate consulting parties are under no obligation to provide
12 comments on the effect determination; however, if they wish the CRM to
13 consider their comments regarding the effect determination, other
14 appropriate consulting parties should submit comments in writing within
15 30 calendar days of receipt. If no comments are received within that
16 time, the CRM shall make a second attempt to contact the appropriate
17 consulting parties and wait 5 business days for comments and if they
18 wish to participate in the resolution of adverse effects. The CRM shall
19 take any comments received into consideration before concluding the
20 consultation and will notify the SHPO of any concerns.
- 21
- 22 d) The SHPO shall provide a response to the MCB CAMPEN effect
23 determination within 30 calendar days of receipt of all pertinent
24 documentation. If no comments are received within that time, the CRM
25 shall make a second attempt to contact the SHPO for comments and wait
26 5 business days before assuming concurrence with the MCB CAMPEN
27 effect determination.
- 28
- 29 (1) If the SHPO concurs with the “Adverse Effect to Historic
30 Properties” finding, the CRM shall first determine if any Invited
31 Signatory or other appropriate consulting party has concerns
32 with the finding (see Stipulation II.C.3.e), and if there are no
33 concerns the CRM shall proceed to Stipulation I.D, *Resolution of*
34 *Adverse Effect*.
- 35
- 36 e) If the SHPO, an Invited Signatory, or other appropriate consulting party
37 does not concur with the finding of “Adverse Effect to Historic
38 Properties,” the CRM shall consult with the consulting party, and other
39 consulting parties as appropriate, for no more than a total of 30 calendar
40 days, or other time period as agreed to among the consulting parties,
41 upon receipt of the notification of non-concurrence to attempt to resolve
42 concerns as identified by the consulting party.
- 43
- 44 (1) If at the end of the 30 calendar days, or agreed to specified time,
45 the consulting party concurs with the finding of “Adverse Effect
46 to Historic Properties,” the CRM shall proceed to Stipulation
47 I.D.
- 48

- (2) If at the end of the 30 calendar days, or agreed to specified time, the consulting party does not concur with the finding of “Adverse Effect to Historic Properties,” the Base Commander shall notify the ACHP in accordance with Stipulation X, *Dispute Resolution*.

D. Resolution of Adverse Effects

1. The CRM shall notify the public, within 10 calendar days of receiving the SHPO’s concurrence of an adverse effect finding for an undertaking using the following process:
 - a) The CRM shall post a notice of the adverse effects finding on the official MCB CAMPEN website to include a description of the undertaking, a list of identified historic properties, the explanation for the finding of adverse effects, steps taken or considered by the MCB CAMPEN to avoid or minimize the adverse effects, any SHPO comments received by the MCB CAMPEN regarding the undertaking, and an invitation to provide written comment within 30 calendar days of posting to the CRM.
2. The CRM shall organize a consultation meeting, to include the SHPO, 45 calendar days after notifying the Invited Signatories and other appropriate consulting parties, to discuss alternatives to avoid, minimize, or mitigate the adverse effects. Additional meetings shall be scheduled as needed.
3. If through consultation with the SHPO, the Invited Signatories and other appropriate consulting parties the undertaking avoids adverse effects, the CRM will document the alternatives utilized in an attempt to reduce the effects of the undertaking to a “No Adverse Effect to Historic Properties” finding in consultation and in concurrence with all participating parties and include them in the Annual Report per Stipulation VII, and the MCB CAMPEN has no further obligations under this Stipulation.
4. If through consultation with the SHPO, the Invited Signatories and other appropriate consulting parties, the adverse effects are minimized or mitigated, then the measures agreed to by the MCB CAMPEN, the SHPO, the Invited Signatories and other appropriate consulting parties can be specified in a Memorandum of Agreement in accordance with 36 CFR § 800.6(c) and filed with the ACHP upon execution.
 - a) Development of an MOA may include a Historic Properties Treatment Plan and/or a Monitoring and Discovery Plan
5. The ACHP will only participate in the resolution of adverse effects for individual undertakings if a written request is received from the MCB CAMPEN, the SHPO, or an Invited Signatory.

III. CHANGES TO THE UNDERTAKING AFTER SECTION 106 REVIEW

- 1 A. If the CRM receives a Request for Environmental Impact Review (REIR) from the ES
2 Planning Branch on an undertaking that was previously reviewed, but has changes to the
3 scope and the scale of the project, the CRM shall request a detailed description of
4 changes including revised maps and design plans from the project proponent.
5
6 B. The CRM shall review the revised REIR in accordance with the process outlined under
7 Stipulation II.C, *Evaluate Effects of the Undertaking* with the following
8 exceptions/changes:
9
10 1. The CRM shall have 15 calendar days to review the project changes for potential
11 effects on historic properties.
12
13 2. For those undertakings that the CRM maintains the original determination, the
14 CRM shall document this determination for inclusion in the Annual Report per
15 Stipulation VII, and the MCB CAMPEN has no further obligations under this
16 Stipulation.
17
18 3. For those undertakings with a new finding of “No Adverse Effect to Historic
19 Properties,” the CRM shall follow the steps laid out in Stipulation II(C)(2), but
20 will use a 30 calendar day review timeline for all consulting parties. The CRM
21 may request an expedited review at any time.
22
23 4. For those undertakings with a revised finding of “Adverse Effect to Historic
24 Properties,” the CRM shall follow the steps laid out in Stipulation II(C)(3).
25

26 **IV. PROJECT PLANNING OR IMPLEMENTATION WITHOUT PRIOR SECTION 106**
27 **REVIEW**
28

- 29 A. If the CRM is made aware of a project that has not been reviewed in accordance with
30 Stipulation II, *Section 106 Review Process*, and it should have been, the CRM shall
31 identify if the project is either still in its planning phase or is being implemented.
32
33 B. The CRM shall report the incident through the Environmental Incident Reporting System
34 which reports the incident to Environmental Security leadership and the Conservation
35 Law Enforcement Officers.
36
37 C. If the project is still in the planning phase, the CRM shall ensure that the project is
38 reviewed in accordance with Stipulation II, *Section 106 Review Process* ensuring that the
39 project proponent and ES Planner fully understands effects to historic properties if they
40 are present.
41
42 D. If the project is being implemented, the Environmental Security shall initiate an internal
43 review process to understand why the project was not reviewed in accordance with
44 Stipulation II, *Section 106 Review Process* and to determine if there are any effects to
45 historic properties. The CRM will proceed with Stipulation IX.
46

47 **V. CULTURAL RESOURCE MANAGEMENT ACTIONS TO SUPPORT THE SECTION**
48 **106 REVIEW PROCESS**
49

- 1 A. Final survey report for new surveys will be submitted to the Southern California
2 Information Center or South Central Coastal Information Center
3
4 B. Identified cultural resources/historic properties during new surveys will have a form
5 filled out for the SHPO's database/records.
6
7 C. The CRM shall provide updated archaeological site location data for the EOM update
8 which will occur every six months after the 2022 publication. The update publication
9 dates will be provided in the Annual Report per Stipulation VII.
10
11 D. Maintenance and Repair Plan for individual buildings or structures that receive the
12 SHPO's concurrence.
13

14 **VI. REVISIONS TO ATTACHMENT C—EXCLUDED UNDERTAKINGS**
15

- 16 A. Attachment C may be revised to include the addition or removal of classes of
17 undertakings upon the written concurrence of the MCB CAMPEN, the SHPO, and the
18 Invited Signatories and will not require amendment of this PA.
19
20 B. The CRM shall send the request of additional classes of undertakings to Attachment C to
21 the SHPO and the Invited Signatories for a 30 calendar day review.
22
23 1. The SHPO and the Invited Signatories shall provide a response to the CRM
24 within 30 calendar days of receipt of the additional classes of undertakings. If no
25 comments are received within that time, the CRM shall make a second attempt to
26 contact the SHPO and the Invited Signatories for comments and wait 5 business
27 days before assuming concurrence with the request.
28
29 2. If the SHPO or an Invited Signatory does not concur with one or more classes of
30 undertakings in the request, the CRM shall consult with the consulting party, and
31 other consulting parties as appropriate, for no more than a total of 30 calendar
32 days, or other time period as agreed to among the consulting parties, upon receipt
33 of non-concurrence to attempt to resolve concerns as identified by the consulting
34 party.
35
36 a) If at the end of the 30 calendar days, or agreed to specific time, the
37 consulting parties concur with the request the CRM will prepare and
38 distribute a new Attachment C to all consulting parties for their
39 individual records and will include the revised Attachment C in the
40 Annual Report per Stipulation VII.
41
42 b) If at the end of the 30 calendar days, or agreed to specified time, the
43 consulting party does not concur with the request the Base Commander
44 shall notify the ACHP in accordance with Stipulation X, *Dispute*
45 *Resolution*.
46
47 C. The CRM, the SHPO, or an Invited Signatory shall send the request of the removal of
48 classes of undertakings to Attachment C to the CRM, the SHPO, or Invited Signatories,
49 as appropriate, except the ACHP, for a 30 calendar day review.
50

1. The CRM, the SHPO, or the Invited Signatories shall provide a response to the requesting party (i.e., the CRM, the SHPO, or an Invited Signatory) within 30 calendar days of receipt of the request of the removal of classes of undertakings. If no comments are received within that time, the requesting party shall make a second attempt to contact the CRM, the SHPO, and the Invited Signatories for comments.
2. If the CRM, the SHPO, or an Invited Signatory does not concur with the removal of one or more classes of undertakings in the request, the requesting party shall consult with the consulting party, and other consulting parties as appropriate, for no more than a total of 30 calendar days, or other time period as agreed to among the consulting parties, upon receipt of non-concurrence to attempt to resolve concerns as identified by the consulting party.
 - a) If at the end of the 30 calendar days, or agreed to specific time, the consulting parties concur with the request the CRM will prepare and distribute a new Attachment C to all consulting parties for their individual records and will include the revised Attachment C in the Annual Report per Stipulation VII.
 - b) If at the end of the 30 calendar days, or agreed to specified time, the consulting party does not concur with the request the Base Commander shall notify the ACHP in accordance with Stipulation X, *Dispute Resolution*.

VII. ANNUAL REPORTS

- A. The CRM shall provide the SHPO, the Invited Signatories, and appropriate consulting parties with an annual report on or before January 31 of each calendar year (beginning in 2024) summarizing activities carried out under the terms of this PA for the prior calendar year. Electronic mail (email) will serve as the official correspondence method for all communications regarding this PA and its provisions. Standard mail will be used as needed on a case to case basis.
 1. Annual reports shall include information about cultural resource training and projects that were reviewed through the streamlined procedures. The annual report will be a publicly available document; as such, dissemination of sensitive archaeological site locations will be restricted by the MCB CAMPEN, and the CRM will respect the confidentiality concerns of Invited Signatories regarding sensitive cultural information. However, the annual report that the SHPO receives will not be redacted. It shall include, but is not limited to, the following:
 - a) Attachment C undertakings per Stipulation II.A.1.b.
 - b) Negative surveys per Stipulation II.B.3.a)(3).
 - c) Findings of “No Historic Properties Present” per Stipulation II.B.4.
 - d) Findings of “No Effect to Historic Properties” per Stipulation II.C.1.a.

- e) Findings of “No Effect to Historic Properties Using Protection Measures” per Stipulation II.C.1.b that includes an assessment of the measures used to understand if changes are needed.
- f) Findings of “No Adverse Effect to Historic Properties” per Stipulation II.D.3.
- g) Revisions to Attachment C per Stipulation V.B.2.a or Stipulation V.C.2.a.
- h) Updated EOM (at time of the Annual Report) per Stipulation IV.C.
- i) Post-review discoveries using a Standard Resource Protection Measure per Stipulation IX.A.2 that includes an assessment of the measure to understand if changes are needed.

2. The SHPO and the Invited Signatories shall review this information to determine what, if any, revisions or amendments to the PA may be necessary. The SHPO and the Invited Signatories shall provide the CRM with any annual report revisions or amendments, if any, within 60 calendar days of receiving the report.

B. The CRM shall ensure that the annual report is available for public inspection and that interested members of the public are made aware of its availability through the MCB CAMPEN website.

C. Consulting parties may request a meeting as it pertains to the annual report within 60 calendar days of receiving the report.

VIII. EMERGENCY OPERATIONS

A. As used in this PA, the term "emergency" means (i) a disaster or emergency declared by the President of the United States or by the Governor of the State of California, or (ii) other immediate threats to life or property as identified by the Base Commander. Immediate rescue and salvage operations conducted to preserve life or property during an emergency are exempt from the provisions of this PA per 36 CFR § 800.12(d).

B. In accordance with the *Programmatic Agreement on Protection of Historic Properties During Emergency Response Under the National Oil and Hazardous Substances Pollution Contingency Plan*, an “emergency” shall be deemed to exist whenever circumstances dictate that a response action to an actual or threatened release of a hazardous substance, pollutant, or contaminant or the discharge of oil or other pollutants must be taken so expeditiously that normal consideration of the Section 106 process is not reasonably practicable, and compliance with this agreement shall be carried out as relevant.

- 1 C. In the case of an emergency, the Crisis Action Team shall ensure that the CRM is notified
2 as soon as possible upon realizing potential for effects to cultural resources associated
3 with an emergency situation. Reasonable steps should be taken during emergency
4 operations to avoid or minimize disturbance of cultural resources in accordance with 36
5 CFR § 800.12(b)(2).
6

7 **IX. POST-REVIEW DISCOVERIES**

8

- 9 A. If the Environmental Security, a government construction manager, a project proponent,
10 or MCIWEST Conservation Law Enforcement Officer becomes aware that during the
11 implementation of an undertaking, reviewed in accordance with Stipulation II, *Section*
12 *106 Review Process*, of an adverse effect to a previously identified historic property or
13 the discovery of a previously unidentified (and not reasonably foreseeable) historic
14 property on MCB CAMPEN, the Environmental Security shall direct the CRM to
15 develop a plan of action to address the damage in accordance with the following actions.
16
- 17 1. All activities shall cease within 50 feet of the historic property and an exclusion
18 zone shall be established.
19
 - 20 2. If the CRM shall determine if implementation of a Standard Resource Protection
21 Measure in Attachment D can be deployed. If it can, the Environmental Security
22 shall deploy the Standard Resource Protection Measure and the CRM shall
23 document this action for inclusion in the Annual Report per Stipulation VII, and
24 the MCB CAMPEN has no further obligations under this Stipulation.
25
 - 26 3. If the CRM determines a Standard Resource Protection measure in Attachment D
27 cannot be deployed, the CRM shall consult with the SHPO, the Invited
28 Signatories, and the ACHP in accordance with 36 CFR § 800.13(b)(3).
29

30 **X. DISPUTE RESOLUTION**

31

- 32 A. Should any Signatory or Invited Signatory to this PA object at any time to any actions
33 proposed or the manner in which the terms of the PA are implemented, they shall notify
34 the other signatories in writing and the CRM shall consult with such party, and other
35 consulting parties as appropriate, to resolve the objection. If the CRM determines that
36 such objection cannot be resolved, the Base Commander shall:
37
- 38 1. Forward all documentation relevant to the dispute, including the Base
39 Commander's proposed resolution, to the ACHP. The ACHP shall provide the
40 Base Commander with its advice on the resolution of the objection within 30
41 calendar days of receiving adequate documentation. Prior to reaching a final
42 decision on the dispute, the Base Commander shall prepare a written response
43 that takes into account any timely advice or comments regarding the dispute from
44 the ACHP, the SHPO, and Invited Signatories, and provide them with a copy of
45 this written response. The Base Commander will then proceed according to its
46 final decision.
47

2. If the ACHP does not provide its advice regarding the dispute within the 30 calendar-day period, the Base Commander may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Base Commander shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO and/or the Invited Signatories, and provide them and the ACHP with a copy of such written response.

B. The MCB CAMPEN's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

C. Should any member of the public raise a timely and substantive objection pertaining to the manner in which the terms of this PA are carried out, at any time during its implementation, the CRM shall consider objection by consulting with the objector to resolve the matter. When the CRM responds to an objection, it shall notify the consulting parties of the objection, and the manner in which it was resolved. The CRM may request assistance from consulting parties to resolve such an objection.

XI. AMENDMENTS

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

XII. TERMINATION

A. If any Signatory or Invited Signatory to this PA determines that its terms will not or cannot be carried out, the Signatory or Invited Signatory shall immediately consult with the other parties to attempt to develop an amendment per Stipulation XI, *Amendments*. If within 30 calendar days, or another time period agreed to by the Signatories and Invited Signatories, an amendment cannot be reached, any Signatory or Invited Signatory may terminate the PA upon written notification to other Signatories and Invited Signatories.

B. Once the PA is terminated, the MCB CAMPEN must review all undertakings identified post termination in accordance with 36 CFR §§ 800.3 through 7.

XIII. ANTI-DEFICIENCY ACT COMPLIANCE

The MCB CAMPEN obligations under this PA are subject to the availability of appropriated funds, and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. The MCB CAMPEN will make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the MCB CAMPEN's ability to implement the stipulations of this PA, the MCB CAMPEN will consult in accordance with the amendment and terminations procedures found at Stipulation XI and XII of this agreement.

XIV. DURATION

This PA will remain in full force and effect until December 31, 2033. At least 180 days prior to the date this PA would otherwise expire, the CRM shall consult with the SHPO, the ACHP, the Invited Signatories, and appropriate consulting parties to determine whether the PA needs to be extended, amended, or sunset, and take such actions as appropriate.

1
2 **EXECUTION** of this PA by the MCB CAMPEN, the SHPO, and the ACHP, and implementation of its
3 terms, is evidence that the MCB CAMPEN has taken into account the effects of the PA's undertakings on
4 historic properties and has afforded the ACHP reasonable opportunity to comment.
5

6 This PA may be executed in counterparts, each of which shall constitute execution of the overall
7 agreement.

**PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES MARINE CORPS, MARINE CORPS INSTALLATIONS WEST-
MARINE CORPS BASE CAMP PENDLETON,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE PROCESS FOR COMPLIANCE WITH SECTION 106 FOR
UNDERTAKINGS ON MARINE CORPS BASE JOSEPH P. PENDLETON**

MARINE CORPS INSTALLATIONS WEST-MARINE CORPS BASE
CAMP PENDLETON
(SIGNATORY)

By: _____
NAME
TITLE

Date: _____

**PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES MARINE CORPS, MARINE CORPS INSTALLATIONS WEST-
MARINE CORPS BASE CAMP PENDLETON,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE PROCESS FOR COMPLIANCE WITH SECTION 106 FOR
UNDERTAKINGS ON MARINE CORPS BASE JOSEPH P. PENDLETON**

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
(SIGNATORY)

By: _____
NAME
TITLE

Date: _____

**PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES MARINE CORPS, MARINE CORPS INSTALLATIONS WEST-
MARINE CORPS BASE CAMP PENDLETON,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE PROCESS FOR COMPLIANCE WITH SECTION 106 FOR
UNDERTAKINGS ON MARINE CORPS BASE JOSEPH P. PENDLETON**

ADVISORY COUNCIL ON HISTORIC PRESERVATION
(SIGNATORY)

By: _____
Jordan E. Tannenbaum
Vice-Chairman

Date: _____

**PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES MARINE CORPS, MARINE CORPS INSTALLATIONS WEST-
MARINE CORPS BASE CAMP PENDLETON,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE PROCESS FOR COMPLIANCE WITH SECTION 106 FOR
UNDERTAKINGS ON MARINE CORPS BASE JOSEPH P. PENDLETON**

LA JOLLA BAND OF MISSION INDIANS
(INVITED SIGNATORY)

By: _____
NAME
TITLE

Date: _____

PALA BAND OF MISSION INDIANS (INVITED SIGNATORY)

Date: _____

**PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES MARINE CORPS, MARINE CORPS INSTALLATIONS WEST-
MARINE CORPS BASE CAMP PENDLETON,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE PROCESS FOR COMPLIANCE WITH SECTION 106 FOR
UNDERTAKINGS ON MARINE CORPS BASE JOSEPH P. PENDLETON**

PAUMA BAND OF MISSION INDIANS
(INVITED SIGNATORY)

By: _____
NAME
TITLE

Date: _____

**PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES MARINE CORPS, MARINE CORPS INSTALLATIONS WEST-
MARINE CORPS BASE CAMP PENDLETON,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE PROCESS FOR COMPLIANCE WITH SECTION 106 FOR
UNDERTAKINGS ON MARINE CORPS BASE JOSEPH P. PENDLETON**

PECHANGA BAND OF MISSION INDIANS
(INVITED SIGNATORY)

By: _____
NAME
TITLE

Date: _____

RINCON BAND OF MISSION INDIANS
(INVITED SIGNATORY)

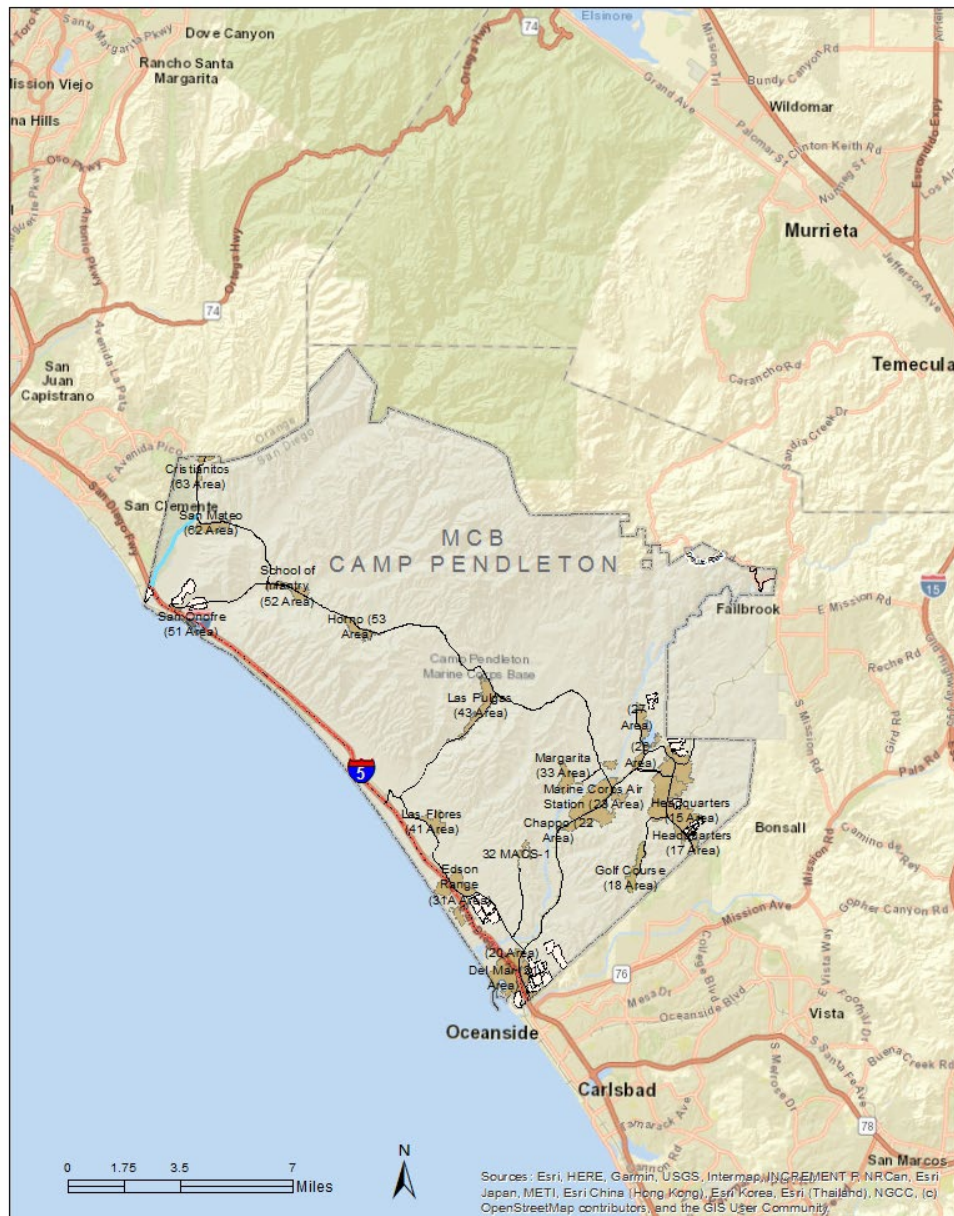
Date: _____

SOBOBA BAND OF MISSION INDIANS
(INVITED SIGNATORY)

Date: _____

1
2
3
4

ATTACHMENT A Area of Potential Effect



5

ATTACHMENT B
Definitions

The following definitions apply to this PA in addition to those defined in 36 CFR § 800.16 and MCO P5090.2A CH 3:

1. **Emergency Undertaking** is any undertaking on the Installation that the Installation Commander determines must be initiated within 30 days of a disaster (including human-caused fire) or national security emergency to avoid an imminent threat to human life or major property damage, as defined in 36 CFR 800.12.

2. **Exempt Undertaking** is an undertaking that is exempt from further review or consultation under terms of this PA, pursuant to Stipulation 111.E, and specifically listed in Attachment C.

3. **Intensive Survey** is a systematic, detailed examination of an area designed to gather information about the number, location, condition, and distribution of historic properties within an undertaking's APE and may include subsurface investigation when the ground surface is obscured in archaeologically sensitive area.

4. **Cultural Resources Manager (CRM)** is the position at MCIWEST-MCB Camp Pendleton that is responsible for directing, planning, and administering the Installation's complex and multifaceted Cultural Resources Management Program (CRMP); providing professional and technical advice to Installation staff and command; directing the CRMP internally, and with external agencies, organizations, and the public; and planning and developing the Installation's cultural resource inventory, evaluation, and enhancement program. All identification and evaluation tasks covered under this PA will be carried out by professionals meeting the *Secretary of the Interior's Professional Qualification Standards* (48 FR 44716).

5. **Reconnaissance survey** is a non-intensive inventory strategy employed when gathering data to refine a historic context; checks on presence or absence of expected property types; estimates distribution of historic properties in a given area; provides general understanding of properties in an area; may require more detailed survey to meet specific needs.

ATTACHMENT C
Excluded Undertakings

Excluded Undertaking Project Description

1. Unscreened

- a. Military training for less than a Marine Expeditionary Unit conducted in accordance with the Range and Training Area Standard Operation Procedures (MCO 3500) that require no further environmental review:
 - i. Training conducted in accordance with the Range and Training Area Standard Operating Procedures on established ranges, training areas and facilities, on roads, trails and firebreaks, to include capability exercises and indoor electronic simulations. Examples include but are not limited to physical readiness (unit runs or hikes), environmental surveys, site visits, navigation training, patrols, and non-live fire small arms training.
 - ii. Compliance with the EOM that designates sensitive habitats (e.g., archaeological sites or federal-listed plants) where the following activities are not authorized:
 1. Foot traffic;
 2. Vehicle/equipment operations;
 3. Bivouac/Command Post/Field support (e.g., showers, messing, fueling, water purification, etc.); and
 4. Digging, including construction of fighting positions.
- b. Routine roadside mowing and trimming
 - i. Mowing and trimming of vegetation within the footprint of existing roads.
 - ii. Removal of overhanging trees and vegetation at a height of less than 16 feet, measured from the road surface.
 - iii. Maintained trails/non-maintained roads within existing footprints.
 - iv. Activities using the following equipment
 1. hand brushing tools;
 2. string-line trimmers;
 3. chain saws;
 4. weed-eaters;
 5. bat wing mowers; and
 6. boom mowers.
 - v. Vegetation removal (at the height of 4 inches or more) from the existing footprint of roads where no road maintenance or off-road vehicle operation is required and will be either
 1. mulched on site; or
 2. hauled off site and disposed of properly.
- c. Recurring range mowing
 - i. Mowing where line of sight from the firing point to targets has been hampered in the following areas:
 1. movement areas;
 2. firing lines;
 3. targets;
 4. protection berms;
 5. range equipment;
 6. stem roads;
 7. high fire hazard areas.

- ii. Mowing of vegetation (grasses and forbes) within established ranges to reduce the risk of wildfire using a combination of tractor mower and hand tools to maintain vegetation and provide a safe use of the range to allow units to train for the following areas:
 - 1. rifle and pistol ranges;
 - 2. landing zones;
 - 3. drop zones towers;
 - 4. gas chambers;
 - 5. recreational ranges;
 - 6. parks; and
 - 7. observation points.
 - d. Routine paving
 - i. Re-surfacing and pothole repair of
 - 1. existing primary paved asphalt or concrete roads;
 - 2. parade decks;
 - 3. equipment staging areas;
 - 4. parking lots; and
 - 5. sidewalks.
 - ii. Re-paving within an existing footprint and does not include expansion to include:
 - 1. Re-work and scarify of full depth pavement recondition and re-compact the base and overlay with new asphalt concrete;
 - 2. pavement seals and pavement surface grinding including slurry seal application for roads, parking, and other paved areas;
 - 3. repair of existing road shoulder within 10 feet of the edge of paved surface, when no digging, grading or vegetation removal is required;
 - 4. emplacement of temporary traffic control measures to include K-Rails, barriers and signage during construction.
- 2. Screened
 - a. Repair and maintenance of existing fencing and guard rails
 - i. Routine above ground repair and maintenance of existing fences and guard rails, where no ground disturbance will occur.
 - ii. Removal of abandoned fencing and guard rails.
 - iii. Minor improvements or replacement an existing fence or guard rail in the same location, including replacement of posts.
 - b. Routine Maintenance and Repair of Culverts within Existing Footprints
 - i. Repair and maintenance of existing culverts and lined channels (concrete, asphalt, rip-rap) within 25 feet of the end of the culvert.
 - ii. All work for lined channel maintenance and repair within the existing lined channel.
 - iii. Repair or maintenance of culverts shall be like for like; i.e., the replacement/repair shall be the same length, same dimension, same placement, same gradient, etc.
 - iv. Culvert repair or maintenance conducted as a result of a deteriorated condition in a culvert and not due to an undersized pipe.
 - c. Routine Maintenance and Repair of Secondary Roads and Trails within the Established Roadway
 - i. Maintenance includes: grading, crowning, compacting, ditching and adding material as required.

- ii. Grading and adding material on the full length and width of the road and performed to repair surface defects and irregularities (holes, ruts, corrugation, and washouts) and to install/repair water bars.
 - iii. Taking soils from parallel ditches to fill holes and restore uniformity of grade and crown.
 - iv. Roadside “V” ditches and water cut-outs will be maintained as originally constructed and will be cleared of debris for unrestricted water flow.
 - d. Routine Maintenance and Upgrade of Equipment for Existing Cell Towers
 - i. Removal/replacement/installation of antenna equipment;
 - ii. Removal/replacement /installation of power cabinets, batteries, surge suppressors, remote radio units, and rack equipment;
 - iii. Removal/replacement/installation of required secondary power, such as generators;
 - iv. Repair/replacement of cell tower masts and monopoles.
 - e. Routine Landscape Maintenance and Tree Trimming or Removal in Developed Areas
 - i. Tree trimming/landscape maintenance of shrubs and lawns in landscaped/developed areas, (housing and cantonment areas) that are directly adjacent to buildings located in cantonment areas.
 - ii. Tree trimming accessed by and trimmed from an existing road where no road maintenance or off-road vehicle operation is required.
 - iii. Landscape maintenance and repair in landscaped/developed areas to include gravel, paver, stone, brick, sprinkler, and drip-line maintenance and repair.
 - iv. Maintenance mowing of vegetation and application of herbicides in landscaped/developed areas.
 - v. Removal of trees and tree stumps, where ground disturbing activities are limited to the stump perimeter + 2 feet.
 - f. Recurring Action Interior/Exterior Repair and Maintenance on Buildings and Structures, to include Camp Talega
 - i. Repair or replacement in kind of equipment within a building (includes equipment upgrades for efficiency and conformance to regulations and code); e.g. fixtures, furniture, furnishings, electronics, communications, toilets, sinks showers stalls, bath tubs, and lighting. Includes interior/exterior plumbing, components (e.g., valves), and wiring to support equipment, not involving ground disturbance in non-asphalted/paved areas.
 - ii. Repair or replacement in kind of heating, ventilating, refrigeration, air conditioning equipment and components, not involving ground disturbance or enlargement of, an increase in capacity or complete system replacement.
 - iii. Repair or replacement in kind of systems to the interior of a facility; e.g. plumbing, valves and related components, piping, electrical, conduit, cabling and wiring, water and gas lines, patch and painting, existing interior / exterior walls (masonry or wood), cabinetwork and screen walls for trash containers, flooring removal and repair (vinyl, tile, carpet), replacement of consumables.
 - iv. Repair to existing life safety systems; e.g. fire protection, IDS, Mass Notification, other security systems.
 - v. Repair or direct replacement in kind of fire protection system sprinkler heads, alarms, components and modification; e.g., extension of sprinkler drops to accommodate a new false ceiling, replace damaged sprinkler piping. This does not include system upgrades (re-engineering of system).
 - vi. Replace in kind of interior windows and door units.
 - vii. Painting and sealing of finished interior surfaces (e.g., walls, floors, decks, etc.).

- viii. Removal and repainting of surfaces containing lead, chromium, or other regulated hazardous substances, to include scrapping or abrasive blasting processes, in accordance with all permitting and conditions.
- ix. Exterior painting and sealing when done in accordance with the current edition of the MCB CAMPEN Base Exterior Architecture Plan (BEAP).
- x. Repair or replacement in kind of systems to the exterior of a facility not involving ground disturbance with no change in purpose or appearance and in conformance with the BEAP; e.g., wall finishes, siding, flashing, gutters, downspouts, utilities and related components.
- xi. Repair or replacement in kind of outdoor equipment within the same footprint for the same purpose bolted to an existing concrete pad/asphalt; e.g., light standards, exercise structures, pumps, valves, meters, enclosures.
- xii. Repair or replacement in kind of parking lot lights and lamp posts within the same footprint for the same purpose, bolted to an existing concrete pad/asphalt.
- xiii. Replacement in kind for equipment only (no new ground disturbance) in previously disturbed dirt/graveled/landscaped developed areas for equipment; e.g., fitness equipment, pull up bars, etc.
- g. Use of a Maintenance and Repair Plan
 - i. Any work proposed for a building or structure in accordance with an approved Maintenance and Repair Plan.
- h. Manhole Repair and Maintenance within Existing Footprints
 - i. All work shall remain within 10 feet of the manhole.
 - ii. All maintenance and repair (i.e. excavate, remove, demolish, haul, and dispose of existing manhole) will remain within the original footprint of the manhole.
 - iii. Repair or maintenance shall be in kind; i.e. precast concrete manholes will be the same size as original.
 - iv. Manhole maintenance or repair shall be conducted as a result of a deteriorated condition.
- i. Recurring Action to Repair or Replace Roof
 - i. Demolition of roof (metal or wooden fascia), including all supporting infrastructure (gutters, down spouts, metal fleshing, air vents, etc.) including proper disposal of materials.
 - ii. Repair of roof, including all supporting infrastructure (gutters, down spouts, metal fleshing, vents etc.).
 - iii. Installation of roof, including all supporting infrastructure (gutters, down spouts, metal fleshing, vents etc.).
- j. Recurring Interior/Exterior Maintenance and Repair on Existing Buildings and Structures
 - i. Repair or replacement in kind of equipment within a building (includes equipment upgrades for efficiency and conformance to regulations and code); e.g. fixtures, furniture, furnishings, electronics, communications, toilets, sinks showers stalls, bath tubs, and lighting. Includes interior/exterior plumbing, components (e.g., valves), and wiring to support equipment, not involving ground disturbance in non-asphalted/paved areas.
 - ii. Repair or replacement in kind of heating, ventilating, refrigeration, air conditioning equipment and components, not involving ground disturbance or enlargement of, an increase in capacity or complete system replacement.
 - iii. Repair or replacement in kind of systems to the interior of a facility; e.g. plumbing, valves and related components, piping, electrical, conduit, cabling and wiring, water and gas lines, patch and painting, existing interior / exterior walls

- (masonry or wood), cabinetwork and screen walls for trash containers, flooring removal and repair (vinyl, tile, carpet), replacement of consumables.
- iv. Repair to existing life safety systems; e.g. fire protection, IDS, Mass Notification, other security systems.
 - v. Repair or direct replacement in kind of fire protection system sprinkler heads, alarms, components and modification; e.g., extension of sprinkler drops to accommodate a new false ceiling, replace damaged sprinkler piping. This does not include system upgrades (re-engineering of system).
 - vi. Replace in kind of interior windows and door units.
 - vii. Painting and sealing of finished interior surfaces (e.g., walls, floors, decks, etc.).
 - viii. Removal and repainting of surfaces containing lead, chromium, or other regulated hazardous substances, to include scrapping or abrasive blasting processes, in accordance with all permitting and conditions.
 - ix. Exterior painting and sealing when done in accordance with the current edition of the MCB CAMPEN Base Exterior Architecture Plan (BEAP).
 - x. Repair or replacement in kind of systems to the exterior of a facility not involving ground disturbance with no change in purpose or appearance and in conformance with the BEAP; e.g., wall finishes, siding, flashing, gutters, downspouts, utilities and related components.
 - xi. Repair or replacement in kind of outdoor equipment within the same footprint for the same purpose bolted to an existing concrete pad/asphalt; e.g., light standards, exercise structures, pumps, valves, meters, enclosures.
 - xii. Repair or replacement in kind of parking lot lights and lamp posts within the same footprint for the same purpose, bolted to an existing concrete pad/asphalt.
 - xiii. Replacement in kind for equipment only (no new ground disturbance) in previously disturbed dirt/graveled/landscaped developed areas for equipment; e.g., fitness equipment, pull up bars, etc.

ATTACHMENT D
Standard Resource Protection Measures

The following protection measures shall be implemented as appropriate for all subject undertakings managed under this PA. When these protection measures are effectively applied, MCB CAMPEN shall have taken into account the direct and indirect effects of these undertakings on historic properties.

The CRM may provide written approval for the work specified in this section within the boundaries of historic properties and under carefully controlled conditions. All activities performed under Standard Resource Protection Measures of this attachment must be documented in the Annual Report per Stipulation VII. No activities identified for the implementation of Standard Resource Protection Measures under Section 2) may be performed as exclusions described in Attachment C Excluded Undertakings.

1) Avoidance of Historic Properties

- a. At a minimum, activities that have the potential to adversely affect the properties shall be excluded from areas where the historic property occurs. All undertakings shall avoid direct and indirect effects to historic properties. Avoidance means that no activities associated with an undertaking that may affect historic properties, unless specifically identified in this PA, shall occur within an historic property's boundaries, including any defined buffer zones. Portions of undertakings may need to be modified, redesigned, or eliminated to properly avoid historic properties.
- b. All historic properties within an APE shall be clearly delineated before implementing any associated activities that have the potential to affect historic properties.
 - i. For historic properties eligible for the NRHP under 36 CFR § 60.4(d), archaeological sites, the physical demarcation of historic properties, and their exclusion from an undertaking's proposed activity areas is a minimum requirement.
 - ii. Physical demarcation and avoidance during the implementation of an undertaking is also required for other historic properties eligible for the NRHP under other criteria. Minimum protection requirements shall also include the use of buffer zones to extend the protection area around historic properties where setting is an important attribute, and the proposed activity may affect the setting's quality.
 - iii. Historic property boundaries shall be delineated with coded flagging or other effective marking.
- c. Activities within historic property boundaries will be prohibited with the exception of using developed MCB CAMPEN transportation systems when the CRM recommends that such use is consistent with the terms and purposes of this agreement.
- d. Buffer zones may be established to ensure added protection where the CRM or other professional archaeologist or historian determines that they are necessary. The use of buffer zones in conjunction with other avoidance measures is particularly applicable where setting contributes to the property's eligibility under 36 CFR § 60.4, or where it may be an important attribute of some types of historic properties (e.g., historic buildings or structures; historic or cultural properties of religious or cultural significance to Invited Signatories). The size of buffer zones needs to be determined by the professional archaeologist or historian on a case-by- case basis. Landscape architects may be consulted to determine appropriate view sheds for historic resources. Invited Signatories shall be consulted when the use or size of protective buffers for properties of religious and cultural significance to federally recognize Indian tribes needs to be determined.

- e. When any changes in proposed activities are necessary to avoid historic properties (e.g., project modifications, redesign, or elimination; removing old or confusing project markings or engineering stakes within site boundaries; or revising maps or changing specifications), these changes shall be completed before initiating any activities.
 - f. Monitoring may be used to enhance the effectiveness of protection measures in conjunction with other measures.
 - g. Linear sites may be crossed or bounded in areas where their features or characteristics clearly lack historic integrity, i.e., where those portions (taking into account any buffer zones related to setting) do not contribute to site eligibility or values.
- 2) Special Circumstances
- a. The CRM may provide written approval for the work specified in this section within the boundaries of historic properties and under carefully controlled conditions.
 - b. Specified activities that may be approved under the following conditions:
 - i. Felling and removal of hazard, wind thrown, and salvage trees or utility poles within historic properties under the following conditions:
 - 1. Felled trees or utility poles may be removed using only the following techniques:
 - a. hand bucking and carrying;
 - b. rubber tired loader only when used outside the historic property boundary;
 - c. crane/self loader when staging is outside the historic property boundaries;
 - d. helicopter; or
 - e. utility poles will be cut at ground level and subsurface portion will be left in place;
 - 2. Equipment operators shall be briefed on the need to reduce ground disturbances (e.g., minimizing turns);
 - 3. No skidded or tracked equipment shall be allowed within historic property boundaries.

ATTACHMENT E
Maintenance and Repair Plans

The CRM can pursue the development and approval of a Maintenance and Repair Plan for a specific building or structure with the SHPO. MCIWEST-MCB CAMPEN shall emphasize the repair of existing elements, rather than in-kind replacement, whenever practicable (i.e., when more economical or when materials and skills are readily available).

When applying these protection measures, the CRM shall verify that the proposed work conforms to the recommendations set forth in the Secretary of the Interior's Standards for the Treatment of Historic Properties and specifically the Guidelines for Rehabilitation. Identify the historic fabric, materials, design, and other character defining features.

I. Structural Elements

- a. Repair or replacement of siding, trim, or hardware, is done in-kind to match historic material, design, and color.
- b. Repair of window frames or shutters by patching, splicing, consolidating, or otherwise reinforcing or replacing in-kind those parts and materials that are either extensively deteriorated or are missing while maintaining the historic configuration of panes.
- c. Replacement of window frames to match historic material and design while maintaining the historic configuration of panes.
- d. Replacement of glass, when done in-kind to match historic form and design. Window panes may be double or triple glazed as long as the glazing is clear and replacement does not alter the historic window form. This excludes the use of tinted glass.
- e. Maintenance of features, such as frames, paneled or decorated jambs and moldings, through appropriate surface treatments such as cleaning, rust removal, limited paint removal, and reapplication of protective coating systems using historic color and texture.
- f. Repair or replacement of doors, when done in-kind to match historic material and form.
- g. Repair or replacement of porches, cornices, and stairs when done in-kind or to match historic material and design, and the style, materials, and character of the structure.
- h. Repair or replacement of foundations when the work does not change the structure's historic appearance or subsurface.
- i. Repair or replacement of roofs or parts of roofs that are deteriorated, when done in-kind or where matching historic material and design.
 - i. In areas of high fire danger, fire retardant roofing is allowed. If fire retardant materials are used, the materials must match the original roofing color and be as compatible with the design and character of the building as possible.
 - ii. Adequate anchorage for roofing material to guard against wind damage and moisture penetration shall be provided.

II. Surfaces

- a. Painting interior or exterior surfaces, when the new paint matches the existing or historic color. If the existing paint color is not desirable and the historic color is not known, the color should be in keeping with historic color schemes for nearby or similar structures. Damaged or deteriorated paint may be removed to the next sound layer by hand- scraping or hand-sanding. Use of abrasive methods, such as sandblasting, is not covered by this treatment.
- b. Replacement or installation of caulking and weather-stripping around windows, doors, walls, and roofs.

- 1 c. Removal of hazardous materials or surfaces such as asbestos and lead paint, and
2 replacing them with nontoxic materials that resemble the historic surfaces as closely as
3 possible.
- 4 III. Interior Elements
- 5 a. Replacement of modern appliances and fixtures (e.g., ranges, refrigerators, and bathroom
6 fixtures). When associated historic cabinetry is present, and the interior, in general,
7 retains its historic appearance, the cabinetry will be retained.
- 8 b. Repair or replacement of floor coverings, when done in-kind to match historic material
9 and design.
- 10 c. Rendering inoperable, but not removing, gas lighting fixtures, when another
11 inconspicuous light source is used.
- 12 d. Floor, wall, or ceiling refinishing in-kind.
- 13 IV. Utility Systems
- 14 a. Installation of mechanical equipment that does not affect the visual integrity or exterior
15 fabric of the building.
- 16 b. Replacement, removal, or upgrading of electrical wiring.
- 17 c. Replacement of floor furnaces and floor registers with surface- mounted wall heating
18 systems or hot water appliances. Repairs to the floors will be done with in-kind materials
19 and design.
- 20 d. Repair, replacement, removal, or upgrading of water and plumbing systems when historic
21 features, such as hand pumps, are left in place. Historic plumbing fixtures that can be
22 retained shall be identified.
- 23 e. Replacement of metal water tanks with fiberglass, when the color and texture of the
24 existing or historic tank are replicated or when landscaping camouflages the replacement
25 tank. Redwood tanks with plastic inserts are also feasible. Construction of a structure
26 around a tank to control temperature is allowed when landscaping camouflages the
27 change.
- 28 f. Replacement of and enlarging liquid propane gas systems, if tanks are screened with
29 landscaping materials.
- 30 g. Replacement of communications equipment, when the same size, shape, and general
31 configuration are retained, excluding large antenna and communications dishes.
- 32 h. Replacement of lightning rod wiring with new copper wire.
- 33 V. Surrounding Features (see Ground Disturbing Activities, Section VII)
- 34 a. Replacement of signs in-kind.
- 35 b. Ongoing maintenance of immediately surrounding landscaping, including such
36 modifications as removing hazardous vegetation, adding vegetation that blends with the
37 historic landscape, or adding rocks to define paths, where not otherwise prohibited, so
38 long as historic landscape characteristics are maintained.
- 39 c. Installation of interpretive signs or rotational exhibit structures that are temporary (in
40 place for 12 months or less), not attached to historic structures, and are sympathetic to the
41 historic property. Signs should be constructed of materials and painted colors that
42 harmonize with the historic property and its setting.
- 43 d. Repair or replacement of driveways and walkways done in-kind to match existing or
44 historic materials and design.
- 45 e. Repair or replacement of fencing done in kind to match existing or historic material and
46 design.
- 47 f. Addition of a completely removable accessibility ramp which blends with the historic
48 materials and style of the structure itself.
- 49 g. Repair, replacement, or addition of exterior lighting that blends with the landscaping and
50 style of the building.

1 VI. New Materials

- 2 a. Installation of dry insulation.
- 3 b. Installation of fire or smoke detectors or burglar alarms.
- 4 c. Installation of skirting over a structure's crawl space, if constructed or painted a color to
- 5 match or blend with the structure.
- 6 d. Installation of security systems or security devices, such as dead bolts, door locks,
- 7 window latches, and door peepholes.

8 VII. Ground Disturbing Activities (where no known conflicts with other historic properties,

9 e.g., prehistoric archaeological deposits, may exist)

- 10 a. Excavations for repair or replacement of building footings or foundation work within two
- 11 (2) feet of existing footings and foundations.
- 12 b. Installation of utilities, such as sewer, water, or storm drains, electrical, gas, or leach
- 13 lines, and septic tanks, where installation is restricted to specific areas previously
- 14 disturbed by installation of these utilities.
- 15 c. Tree planting or removal in areas that have been previously disturbed by these activities,
- 16 including nursery beds and arboreta, provided historic landscaping is maintained.