

**Programmatic Agreement Among the National Marine Fisheries Service, the
Advisory Council on Historic Preservation, the Oregon Watershed
Enhancement Board, and the Oregon State Historic Preservation Officer for
the Pacific Coastal Salmon Recovery Fund**

WHEREAS, the Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service (hereafter, NMFS) issues federal grant funding through the Pacific Coastal Salmon Recovery Fund (PCSRF) grant program to the Oregon Watershed Enhancement Board (hereafter, Grantee), to fund individual salmonid recovery projects in the state of Oregon; and

WHEREAS, the Grantee subawards the PCSRF grant funding from NMFS to individual Subgrantees, and the Subgrantees implement individual salmonid recovery projects that include, but are not limited to, salmonid restoration and conservation projects; and

WHEREAS, NMFS, through the PCSRF, provides assistance for undertakings (also referred to as “projects” herein) that have the potential to cause effects to historic properties either included in, or eligible for inclusion in the National Register of Historic Places (NRHP), hereafter referred to as “historic properties” (36 Code of Federal Regulations [C.F.R.] Section 800.16(I)(1)); and

WHEREAS, under the Department of Commerce Financial Assistance Standard Terms and Conditions of accepting the grant award, a non-federal entity receiving a Department of Commerce financial assistance award must assist NMFS in ensuring compliance with all applicable statutes, including but not limited to, Section 106 of the National Historic Preservation Act (NHPA), 54 United States Code (U.S.C.) 306108, and its implementing regulations, 36 C.F.R. Part 800, including the provisions of these regulations addressing National Historic Landmarks at 36 C.F.R. Section 800.10; and

WHEREAS, NMFS determined that the criteria in 36 C.F.R. Section 800.14(b)(1)(i), (ii), and (iii) have been met and the use of a Programmatic Agreement (Agreement) is the appropriate mechanism to guide compliance with Section 106 of the NHPA; and

WHEREAS, NMFS developed this Agreement, pursuant to 36 C.F.R. Section 800.14(b)(2), for conducting consultation that will take into account the direct and indirect effects of undertakings funded through the PCSRF program on historic properties, provide for Tribal consultation and public participation, minimize redundant documentation, and reduce the need for case-by-case review of routine activities when historic properties would not be affected or when standard operating procedures and treatment methods could be applied; and

WHEREAS, the PCSRF-funded projects may affect historic properties that hold religious and cultural significance to the Confederated Tribes of the Grand Ronde Community of Oregon, Confederated Tribes of the Umatilla Indian Reservation, Coquille Indian Tribe, Confederated Tribes of Warm Springs, Cow Creek Band of Umpqua Tribe of Indians, Confederated Tribes of Siletz Indians, the Klamath Tribes, the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians, the Fort McDermitt Paiute-Shoshone Tribe, the Shoshone-Bannock Tribes, Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Confederated Tribes of the Colville Reservation, the Karuk Tribe, the Yurok Tribe, the Tolowa Dee-Ni' Nation, the Cowlitz Indian Tribe, Confederated Tribes and Bands of the Yakama Nation, Nez Perce Tribe, the Fort Bidwell Indian Community, and Burns Paiute Tribe; and

WHEREAS, NMFS has invited said federally recognized Indian Tribes (hereafter, Tribes) to participate in consultation on the development of this Agreement pursuant to 36 C.F.R. Section 800.14 and invited

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them to be Consulting Parties to this Agreement, and the Confederated Tribes of the Grand Ronde Community of Oregon, Confederated Tribes of the Umatilla Indian Reservation, Coquille Indian Tribe; Confederated Tribes of Warm Springs, Cow Creek Band of Umpqua Tribe of Indians, Confederated Tribes of Siletz Indians, the Klamath Tribes, Nez Perce Tribe, and the Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians elected to participate as Consulting Parties to this Agreement; and

WHEREAS, NMFS acknowledges its continued responsibility to engage in meaningful consultation with Tribes (e.g., Executive Order 13175, 54 U.S.C. Section 302706(b), the November 5, 2009 Presidential Memorandum on Tribal Consultation, the January 26, 2021 Presidential Memorandum on Tribal Consultation and Strengthening Nation-to-Nation Relationships, and 36 C.F.R. Section 800.2(c)(2), 800.14(f)) throughout the process of carrying out the stipulations of this Agreement, whether a Tribe is, or is not, a Concurring Party or Consulting Party to this Agreement. This Agreement does not alter, amend, repeal, intercept, or modify Tribal sovereignty, any treaty rights, or other rights of any Tribe. This Agreement also does not alter the existing government-to-government relationship between the federal government and Tribes; and

WHEREAS, the Coquille Indian Tribe elected to be a Concurring Party to this Agreement; and

WHEREAS, the Grantee agreed to participate in the consultation regarding the terms of this Agreement, and NMFS has invited the Grantee to be an Invited Signatory to this Agreement; and

WHEREAS, the Grantee has elected to be an Invited Signatory to this Agreement; and

WHEREAS, undertakings funded through the PCSRF have the potential to affect historic properties on land managed by State or federal agencies, because other federal agencies may have parallel undertakings, and because State agencies (other than the Grantee) may receive funds as Subgrantees, NMFS invited the National Park Service - Interior Regions 8, 9, 10 & 12, Bureau of Reclamation, Bureau of Land Management Oregon/Washington State Office, Bonneville Power Administration, United States Fish and Wildlife Service, United States Forest Service Pacific Northwest Region, General Services Administration, the United States Army Corps of Engineers Portland District, Natural Resource Conservation Service, Bureau of Indian Affairs, Restore Oregon, Oregon Department of Environmental Quality, Oregon Department of Forestry, Oregon Department of Fish and Wildlife, Oregon Department of Land Conservation Development, Oregon Department of Agriculture, Oregon Department of Parks and Recreation, Oregon Department of State Lands, and the Oregon Department of Water Resources as Consulting Parties in this Agreement; and

WHEREAS, the National Park Service - Interior Regions 8, 9, 10 & 12, Bureau of Reclamation, Bureau of Land Management Oregon/Washington State Office, Bonneville Power Administration, United States Fish and Wildlife Service, United States Forest Service Pacific Northwest Region, and Oregon Department of Fish and Wildlife chose to participate in this Agreement as Consulting Parties; and

WHEREAS, those federal agencies did not elect to be Concurring Parties to this Agreement; and

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WHEREAS, pursuant to the regulations of 36 C.F.R. Section 800.14 (b)(2), NMFS has notified the Advisory Council on Historic Preservation (ACHP) of its intent to develop this Agreement, and the ACHP responded regarding their participation in their correspondence dated September 27, 2022; and

WHEREAS, NMFS consulted with the Oregon State Historic Preservation Officer (OR SHPO) pursuant to 36 C.F.R. Section 800.14(b)(2)(i), and the OR SHPO has chosen to participate as a Signatory in the development of this Agreement; and

WHEREAS, in the development of this Agreement, NMFS provided the public with an opportunity to comment on the general scope and nature of the Agreement pursuant to 36 C.F.R. Section 800.14(b)(2)(ii) by way of request for public comment; and

WHEREAS, the definitions set forth in 54 U.S.C. Chapter 3003 and 36 C.F.R. Section 800.16 are incorporated herein by reference and apply throughout this Agreement.

NOW, THEREFORE, NMFS, the Grantee, OR SHPO, and the ACHP agree that the implementation of this Agreement pursuant to the following stipulations will allow NMFS to meet its responsibilities under Section 106 of the NHPA for the undertakings subject to this Agreement.

STIPULATIONS

NMFS will ensure that the following stipulations are implemented for individual projects under this Agreement.

I. PURPOSE

- a. As set forth in the terms of this Agreement, NMFS is delegating certain Section 106 responsibilities to the Grantee, and the Grantee will offer NMFS an opportunity to comment on, or object to, the Section 106 findings prior to undertaking implementation.
- b. This Agreement applies to all lands in the State of Oregon on which PCSRF-funded projects may occur, with the exception of Tribal lands.

II. RESPONSIBILITIES

A. Grantee Responsibilities

- a. The Grantee is responsible for facilitating the Section 106 process, as outlined in this Agreement and in Stipulations II, VI, VII, and VIII, and will review Subgrantee applications for consideration of PCSRF funding to ensure compliance with Section 106. The Section 106 review process must be conducted by a person or persons meeting, at minimum, the Secretary of Interior's Professional Qualifications Standards for Archaeology, History, or Architectural History, as appropriate (48 F.R. 44716, 44738-39 [September 29, 1983])).
- b. The Grantee is responsible for ensuring all necessary federal, state, local, or Tribal permits or approvals for conducting Section 106 review on non-Tribal lands are obtained.

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- c. The Grantee will reach out to Tribes, state and local agencies, and the public to assist NMFS pursuant to 36 C.F.R. Section 800.3 for all PCSRF-funded projects not subject to exclusions from further review per Appendix A.
- d. The Grantee is responsible for providing documentation of identification and assessment of effects on historic properties to the OR SHPO for each PCSRF-funded project not listed in Appendix A – Part 1.
- e. Except where a proposed activity requires no further review under Appendix A – Part 1 or undergoes the tiered review process and qualifies for a Finding of No Effect under Appendix A – Part 2, the Grantee will offer NMFS an opportunity to comment on the documentation of the Area of Potential Effects (APE), identification, assessment of effects, and resolution of adverse effects to historic properties prior to approving on-site project activity, as outlined in the procedures in Stipulations VI and VII of this Agreement. Documentation to be submitted for review is outlined in Stipulation VI.
- f. The Grantee is responsible for issuance of any measures or conditions of approval to avoid or minimize adverse effects to historic properties that must be met prior to project implementation. The Grantee may establish conditions of approval for release of PCSRF funds that require the Subgrantee to provide documentation of the standards in Stipulation V of this agreement.

B. NMFS Responsibilities

- a. NMFS retains responsibility for the findings of effect for all Section 106 consultations under this Agreement.
- b. NMFS will review the record of the Grantee's Notice of Completion (see Appendix F Part 1- Definitions) as outlined in Stipulation VI of this Agreement, and review any specific procedures developed for resolving adverse effects to historic properties for conformance with Stipulation VII of this Agreement.
- c. NMFS shall be responsible for government-to-government consultation with Tribes for individual PCSRF undertakings if requested by any Tribe as described in Appendix A and Appendix C of this agreement.

C. Joint Responsibilities

If a Subgrantee receives PCSRF funding for a project with the same scope of work that was previously reviewed by another federal agency, and for which Section 106 consultation has been completed by another federal agency, NMFS shall review the supporting documentation and consultation record provided by the other federal agency to determine whether it can be relied upon for the current undertaking. To assist in this review, the Grantee will certify to NMFS that a project has not changed in scope or detail and provide documentation of OR SHPO's and any other consulting parties' concurrence. If NMFS

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determines that the prior review process and consultation is sufficient for the purposes of the current undertaking, then the Grantee shall document that determination to the OR SHPO and all Concurring Parties to the Agreement, and no further review for that project under this Agreement is required.

III. REVIEW PROCEDURES

- a. The Grantee will review the Subgrantees' applications pursuant to Appendix C – Part 1 to ensure all necessary information is present to carry out all actions under this Agreement prior to implementation of each undertaking.
- b. NMFS determined both internally and through consultation with the Grantee, ACHP, OR SHPO, Consulting Tribes, and other consulting parties to this Agreement that the activities listed in Appendix A – Part 1 have no potential to cause effects to historic properties; these undertakings will be given a finding of "no potential to cause effect" and may be approved by the Grantee without further consultation with OR SHPO, Tribes, other consulting parties to the undertaking, or the ACHP.
- c. Activities listed in Appendix A – Part 2 will be subject to the tiered review process outlined therein to determine their potential to cause effects to historic properties. If the Grantee determines through the tiered review process in Appendix A – Part 2 that an undertaking will have no effect to historic properties, it may be approved by the Grantee provided no objections are raised during consultation for the undertaking with Tribes or other interested parties.
 - i. The Grantee will keep a record and supporting documentation for all activities with a finding of "no historic properties affected" per the tiered review process in Appendix A – Part 2 and include them in the annual reporting process under Stipulation IX.
- d. All activities listed in Appendices A and B will be subject to review in accordance with Appendix C – Part 2 of this Agreement.
- e. All activities determined through review in accordance with Appendix C – Part 2 that fall under Appendix A – Part 1 will be excluded from review because they do not have the potential to affect historic properties. The Grantee will keep a record of all activities that occur pursuant to Appendix A – Part 1 and include them in the annual reporting process under Stipulation IX.
- f. All activities determined through review in accordance with Appendix C – Part 2 to fall under Appendix A – Part 2 and are given a finding of no historic properties affected through the tiered review process will not be subject to further review. The Grantee will keep a record of these activities and include them in the annual reporting process under Stipulation IX.

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IV. OTHER FEDERAL AGENCY PARTICIPATION

- a. If another federal agency is considering funding, permitting, licensing, or approving a portion of an undertaking funded in whole or in part by the PCSRF grant program, the Grantee will inform both NMFS and the other federal agency/agencies of each other's involvement as per the process outlined in Appendix C Part 2. If the Grantee informs NMFS that another federal agency is involved in an undertaking as described in subpart a.i. of this Stipulation, then
 - i. the other agency may elect to use the terms of this Agreement in lieu of the Grantee to satisfy its Section 106 responsibility for the undertaking provided that the agency signs as a Concurring Party to this Agreement and notifies NMFS and the Grantee in writing, and the agency does not have an existing agreement under Section 106 that provides the process for Section 106 review of the undertaking. Or, the other agency may designate NMFS as lead agency and NMFS will use the terms of this Agreement to satisfy both agencies' Section 106 responsibilities for the undertaking.
 - ii. NMFS will coordinate with said agency or agencies within 15 calendar days of receiving the information from the Grantee; NMFS and the other federal agency will discuss and determine an approach to Section 106 compliance and shall designate a lead agency in writing for the undertaking.
- b. If a federal agency other than NMFS is designated the lead federal agency for the undertaking as described in this Agreement, that agency would follow 36 C.F.R. Part 800 or another applicable program alternative for the subject undertaking.

V. STANDARDS

- a. **Professional Qualifications.** All historic preservation activities implemented pursuant to this Agreement shall be conducted by, or under the direct supervision of, a person or persons meeting, at a minimum, the Secretary of Interior's Professional Qualifications Standards for Archaeology, History, or Architectural History, as appropriate (48 F.R. 44716, 44738-39 [September 29, 1983]); and archaeologists should additionally be vetted and approved with supporting documentation as an Oregon Qualified Archaeologist per Oregon Revised Statutes (O.R.S.) 390.235 (6). The Grantee or Subgrantee, when appropriate, is responsible for ensuring that any consultants hired to conduct cultural resources work in support of Section 106 compliance adhere to the above professional qualifications standards.
- b. **Historic Preservation Standards.** All historic preservation activities carried out pursuant to the Agreement shall meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (63 F.R. 20496 [April 24, 1998]), as well as standards and guidelines for historic preservation activities established by the OR SHPO, National Park Service (48 F.R. 44716 [Sept. 29, 1983]), and O.R.S. 390.235.

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- c. **Curation Standards.** Any materials (with the exception of human remains, associated funerary objects, objects of cultural patrimony, and ancestral belongings related to the burial) and records resulting from the historic preservation work stipulated in this Agreement that need curation will be curated pursuant to 36 C.F.R. Part 79 and outlined in O.R.S. 390.235 (3) as applicable.
- d. **Documentation Standards.** All written documentation prescribed by this Agreement shall conform to the Secretary of the Interior’s Standards and Guidelines for Archaeology and Historic Preservation (63 F.R. 20496 [April 24, 1998]), as well as to applicable standards and guidelines established by the OR SHPO.
- e. **Burial Sites, Human Remains, and Funerary Objects.** For all discoveries of human remains, associated funerary objects, objects of cultural patrimony, and ancestral belongings related to the burial, Grantee will follow the principles within the ACHP’s Policy Statement on Burial Sites, Human Remains, and Funerary Objects, dated March 1, 2023. If a discovery occurs on lands subject to the civil jurisdiction of the State of Oregon, O.R.S. 97.740-97.760 shall also be followed.
- f. **Confidentiality.** The Parties to this Agreement acknowledge the provisions of Section 304 of the NHPA (54 U.S.C. Section 307103) and 36 C.F.R. Section 800.11(c), relating to the withholding or disclosure of information about the location, ownership, or character of historic properties and, having so acknowledged, will ensure that all actions and documentation prescribed by this Agreement are consistent with, as applicable, section 304 of the NHPA, 36 C.F.R. Section 800.11(c), and 5 U.S.C. Section 552, as amended (The Freedom of Information Act). In accordance with Oregon State Law, the Grantee may establish a process by which Tribes can request confidentiality of specific documents as held by the Grantee that are prepared pursuant to the stipulations in this Agreement.
- i. As pertains to federal employees, and as required by 5 U.S.C. § 2302(b)(13) and the annual Appropriations Act, these provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling. This Agreement shall not be construed to prohibit or restrict an employee or applicant for employment from disclosing to Congress, the Special Counsel, the Inspector General of an agency, or any other agency component responsible for internal

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investigation or review of any information that relates to any violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or any other whistleblower protection.

- g. **Method of Communication.** All official correspondence regarding this Agreement and its provisions will be in writing (see Appendix F Part 1- Definitions).

VI. UNDERTAKING REVIEW, SURVEY, DETERMINATION OF ELIGIBILITY, and FINDING OF EFFECT

- a. If the Grantee determines that the undertaking has the potential to affect historic properties, the Grantee will establish the APE in coordination with the Subgrantee as outlined in Appendix C – Part 2. The APE will include areas for potential direct and indirect effects. All consulting parties to the undertaking, including consulting Tribes, will be given an opportunity to comment on the APE, and the APE will be revised as appropriate (refer to Appendix C – Part 2, No. 6).
- i. To assist with survey, determination of eligibility, and finding of effect, the Grantee is strongly encouraged to adhere to the Oregon Archaeological Guidelines, in addition to any other applicable OR SHPO guidelines.
- b. The Grantee is responsible for assuring undertaking review includes Tribal outreach and outreach to any interested parties that may be additional consulting parties to the undertaking as stipulated in 36 C.F.R. Section 800.2(c)(5), a records search with the Oregon Archaeological Records Remote Access (OARRA), a literature and map review of pertinent local histories and historic era maps and aerial images, and a pedestrian survey of the APE.
- c. The results of the review shall be presented in a document conforming with the review process outlined in Stipulation III and Appendix C of this Agreement.
- d. The Grantee will ensure all properties identified in the APE are evaluated for NRHP eligibility as historic properties utilizing the NRHP criteria as detailed in 36 C.F.R. Section 60.4.
- e. The Grantee shall submit all determinations of eligibility to OR SHPO, consulting Tribes, and other consulting parties to the undertaking for comment. If the Grantee’s finding includes evaluations of cultural resources under the direct jurisdiction of another federal agency or on lands administered by another federal agency that has designated NMFS as the lead agency as described in Stipulation IV of this Agreement, and that agency has not elected to consult on the individual undertaking, the findings shall also be transmitted to said agency for comment.
- f. The Grantee shall submit documentation for findings of “no historic properties affected” or no adverse effect to OR SHPO, consulting Tribes, and other consulting parties to the undertaking for comment. For a finding of adverse effect, refer to Stipulation VII of this Agreement.

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- g. The OR SHPO shall provide written comment of the Grantee’s finding within 30 calendar days of receipt of adequate documentation. The Grantee shall consult with OR SHPO to resolve any comments made by OR SHPO. If OR SHPO does not provide written comment within the stated review period, the process may continue as outlined below.
- h. If another consulting party to the undertaking requests further consultation on the APE, the identification, or the finding within the initial 30-day review period, the Grantee will notify the OR SHPO and all consulting parties to the undertaking of an extension of 30 calendar days for ongoing consultation. If, during the 30-day extension, further consultation results in a disagreement with the finding, the Grantee shall notify NMFS, and NMFS will follow the process in Stipulation XIII of this Agreement. If OR SHPO, consulting Tribes, or other consulting parties to the undertaking do not provide written comment within the stated review period, or provide written comment indicating concurrence or no objection, the process may continue as outlined below.
- i. The Grantee shall document all findings, and any OR SHPO concurrence or comments, and submit to NMFS a Notice of Completion of Section 106 Consultation and allow 15 calendar days for NMFS to comment. The Notice of Completion will include the following information:
- i. APE map (see Appendix F – Part 1: Definitions).
 - ii. A study or studies documenting APE, identification, assessment of effects, and resolution of adverse effects. The Grantee is responsible for ensuring that the standards in Stipulation V are met.
 - iii. Documentation of the application of the NRHP criteria for significance (36 C.F.R. Section 60.4) to all properties (as defined in Appendix F – Part 1) in the APE.
 - iv. A record of outreach conducted for identifying consulting parties to each undertaking and notifying the public.
 - v. A record of conferring with consulting parties, including consulting Tribes, to each undertaking.
- j. NMFS shall have 15 calendar days from receipt to review and comment on the findings. The Grantee may proceed to the next step if NMFS has concurred with the finding or after the close of the 15-day review period if NMFS has not provided a response.
- k. If NMFS does not object to a finding of “no historic properties affected” or no adverse effect within the 15-day period, the PCSRF-funded project may be implemented.
- l. If NMFS offers an objection to the finding in writing within the 15-day review period, the Grantee, OR SHPO, and NMFS will consult on a resolution to the objection within 30

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calendar days of the date NMFS issues the objection. If the objection cannot be resolved through consultation, the process in Stipulation XIII, Dispute Resolution, shall be followed.

VII. RESOLUTION OF ADVERSE EFFECTS

- a. In the event the Grantee determines an individual PCSRF-funded project will have an adverse effect on a historic property, the Grantee shall begin consulting with the OR SHPO, consulting Tribes, and other consulting parties to the undertaking on measures to resolve adverse effects within 30 calendar days of reviewing documentation of the finding. The resolution, and any mitigation or agreement developed pursuant to subpart b. of this stipulation (Section VII. b.), shall be documented by the Grantee in writing and distributed to OR SHPO, consulting Tribes, and other consulting parties to the undertaking within 15 calendar days of being determined. The Grantee shall transmit the resolution to NMFS, and NMFS shall have 15 calendar days to review and comment on the resolution. The Grantee may move forward with any actions for the resolution after the close of the 15-day period if NMFS has agreed with the resolution or has not provided a response.
- b. The Grantee and NMFS will consider and consult on avoidance as the primary method of reducing potential for adverse effects and come to a finding of no adverse effect. If the adverse effect to the historic property cannot be avoided, the consulting parties to the undertaking will consult on ways to minimize the potential for adverse effects. For any adverse effects that cannot be minimized, consulting parties to the undertaking will consult on measures to mitigate the adverse effects in a manner commensurate with the adverse effects. Measures to resolve adverse effects shall be memorialized in either a Memorandum of Agreement (MOA) or a memorandum that includes standard mitigation, as described in Appendix D: Standard Mitigation, signed by the Grantee and all consulting parties to the undertaking. If parties do not come to an agreement on measures to resolve adverse effects, the process in Stipulation XIII, Dispute Resolution of this Agreement shall be implemented.

VIII. POST-REVIEW DISCOVERIES

- a. Any post-review discovery that occurs during the implementation of a PCSRF-funded project will be treated pursuant to the process in subpart c. of this stipulation (Section VIII.c.). Responses will be guided by OR SHPO's Archaeological Inadvertent Discoveries Plan (IDP) as applicable, described in Appendix F – Part 1: Definitions.
- b. In the event that human remains, funerary objects, sacred objects, and objects of cultural patrimony are inadvertently discovered during project implementation post-review, all activities shall cease, and the Subgrantee will notify the Grantee. The Subgrantee will follow the response procedures outlined in O.R.S. 97.740-97.750 and summarized in the IDP for human remains discoveries on non-federal lands. If the discovery occurs on federal lands, the Grantee shall contact NMFS and the federal land management agency. The federal land

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management agency will fulfill any further responsibilities under the provisions of the Native American Graves Protection and Repatriation Act of 1990 as outlined in 43 C.F.R. Part 10.

c. In the event of a post-review discovery, all activities in the vicinity (see Appendix F – Part 1: Definitions) of the potential historic property shall cease and reasonable efforts shall be taken to avoid or minimize harm to the property until the following consultation occurs:

i. Within 48 hours of the discovery, the Grantee shall consult with the OR SHPO and affected Tribes to determine whether the discovered site is eligible for the NRHP. If it is not eligible, no further action is required and activity can resume. If it is eligible, the Grantee shall notify NMFS and offer the opportunity for NMFS to participate in consultation. NMFS has two working days to respond. All parties shall consult on a mutually acceptable course of action regarding the historic property. If the discovery occurs on federal lands, the federal agency administering the land will be included in the notification and consultation.

ii. The Grantee shall submit a treatment plan for the avoidance, protection, recovery of information, or destruction without data recovery to the OR SHPO, affected Tribes, NMFS (if NMFS elected to participate) and other consulting parties to the undertaking for review and comment. The treatment plan shall be consistent with ACHP's Section 106 Archaeology Guidance, and Oregon State and local laws regarding human remains. If human remains are discovered, the treatment plan shall also be consistent with the guidance in ACHP's Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects, including appropriate consultation with descendent communities. Avoidance and preservation in place are the preferred options for treating human remains.

iii. The Grantee shall notify all relevant consulting parties to the undertaking of the discovery and provide the proposed treatment plan for their comment. Consulting parties to the undertaking have 15 calendar days to respond. On-site project activity in the area of the post-review discovery shall not continue until the plan has been accepted by OR SHPO, affected Tribes, and, if participating, NMFS.

iv. If objections to the proposed treatment plans cannot be resolved within 15 calendar days, the Grantee shall notify NMFS, and NMFS will consult with the ACHP in accordance with Stipulation XIII below.

IX. ANNUAL REPORTING

a. The Grantee will prepare an annual report documenting actions carried out pursuant to this Agreement. The annual report shall include:

i. A list of all activities excluded from review under Appendix A – Part 1, including the project category, project identification number, and a brief project description;

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- ii. A list of all undertakings given a finding of “no historic properties affected” through the tiered review process in Appendix A – Part 2, including the project category, project identification number, a brief project description, a photograph if the review includes the built environment, the level of review, and a list of consulting parties to each undertaking;
 - iii. A list of all undertakings that were reviewed through the process outlined in Stipulations VI and VII and Appendix C of this Agreement including the project category, project identification number, the finding, a brief project description, a list of consulting parties to each undertaking, conditions on all findings of no adverse effect, and measures to resolve all findings of adverse effect;
 - iv. A list of all undertakings for which another federal agency took lead responsibilities in lieu of the Grantee pursuant to Stipulation IV, and their findings; and
 - v. A list of all post-review discoveries, including the project category, project identification number, date of discovery, consulting parties to each undertaking, description, and measures taken to resolve any adverse effects.
- b. The Grantee will submit the annual report to NMFS every year within 60 calendar days of the month and day of execution of the agreement. NMFS will have 30 calendar days to comment, after which NMFS will submit the annual report and any NMFS comments to Consulting Tribes and to the OR SHPO. Consulting Tribes and the OR SHPO will have 30 days to comment, after which NMFS will finalize the report. The final annual report, and any comments, will be provided to all Signatories and Consulting Tribes and other Consulting Parties to the Agreement.
- c. The list of actions described in Appendix A will be considered annually and reviewed and revised as needed by the Grantee, NMFS, OR SHPO, Consulting Tribes, and other Consulting Parties to the Agreement. NMFS will coordinate distribution and review of the list. The list may be modified through consultation with NMFS, OR SHPO, the Grantee, Consulting Tribes, and other Consulting Parties to the Agreement, and finalized through written agreement between NMFS and the OR SHPO. An updated copy of Appendix A will be provided to the Consulting Parties to the Agreement along with an explanation for the approved modification. All modifications will be filed with the ACHP.

X. DURATION

- a. This Agreement shall be in effect for 10 years from the date of execution. Prior to such time, NMFS may consult with the other Signatories to reconsider the terms of this Agreement and amend it in accordance with Stipulation XI below.
- b. Within 18 months from the date of execution, this Agreement shall be reviewed by NMFS, the Grantee, OR SHPO, and the ACHP to address any needed changes. Consulting Tribes and

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other Consulting Parties will also be given an opportunity to review at this time. Thereafter the parties will confer to review this agreement at least once every three years to determine whether it should be revised or cancelled.

- c. This Agreement shall be reviewed by NMFS and the Grantee to ensure compliance with all federal laws, executive orders, and agency practices before being amended by all Signatories to extend its duration for another 10-year term. The 10-year review and amendments process may continue for an indefinite period, unless the agreement is terminated under Stipulation XII.
- d. NMFS, the Grantee, OR SHPO, and ACHP will meet at least one year prior to the Agreement's expiration date to assess its adequacy, suggest any changes to the document, and consider an extension of its duration. Consulting Tribes and other Consulting Parties will be given an opportunity to attend the meeting.

XI. AMENDMENTS

- a. Any Signatory can propose an amendment to this Agreement at any time. All proposed amendments shall be sent to all Signatories, and each party shall have 30 calendar days to review from the date of receipt or another time period agreed to by all Signatories in writing. If appropriate, the Signatories shall meet to discuss comments with Consulting Parties to this Agreement. Comments on the proposed amendments shall be considered by the Signatories.
- b. At the end of the consultation period, NMFS shall provide an amendment for signature by the Signatories or a written statement describing why NMFS and the Grantee chose not to pursue an amendment to this Agreement within 30 calendar days. This Agreement may be amended when such an amendment is signed by all Signatories. The amendment will be effective on the date a copy signed by all Signatories is filed with the ACHP.
- c. A copy of the amended Agreement will be distributed to all Consulting Parties to the Agreement within 15 days of being signed.

XII. TERMINATION

- a. If any Signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories to attempt to resolve the issue and/or develop an amendment per Stipulation XI, above. If the Signatories cannot agree on an amendment, any Signatory to this Agreement may terminate it by providing a 45-day written-notice to the other Signatories (or another time period agreed to by all Signatories). The Agreement will be considered terminated after 45 days from the Signatories receiving the notice.

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- b. In the event of termination of this Agreement, NMFS shall comply with the provisions of 36 C.F.R. Part 800 Subpart B for all PCSRF-funded projects of the undertaking that have not already been issued PCSRF funds before the termination of the Agreement. NMFS shall notify the Signatories, Consulting Tribes, other Consulting Parties to this Agreement of the termination and course of action it will pursue.

XIII. DISPUTE RESOLUTION

- a. Should any Signatory or Consulting Party to this Agreement object at any time to any determinations of eligibility, findings of effect, or mitigation measures proposed to resolve adverse effects as described in this Agreement as outlined in Stipulations VI, VII, and VIII, or the manner in which the terms of this Agreement are implemented, NMFS shall consult with such party to resolve the objection. If NMFS determines that such objection cannot be immediately resolved, NMFS shall:
- i. Notify the other parties to this Agreement of the objection and shall request their comments on the objection be provided within 30 calendar days following receipt of NMFS's notification. After the end of the 30-day comment period, NMFS shall have 30 calendar days to review comments on the objection, after which NMFS shall proceed to consult with the objecting party for no more than 30 calendar days to resolve the initial objection. NMFS will honor the request of the other parties to participate in the consultation and will consider any comments provided by those parties. If the objection is resolved during the 30-day consultation period, NMFS may proceed with the disputed action in accordance with the terms of that resolution.
- ii. If after initiating such consultation, NMFS determines that the objection cannot be resolved through consultation, it shall forward all documentation relevant to the dispute, including NMFS's proposed resolution, to the ACHP within 30 calendar days after determining the objection cannot be resolved through consultation. The ACHP shall provide NMFS with its advice on the resolution of the objection within 45 calendar days of receiving adequate documentation. Prior to reaching a final decision, NMFS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from ACHP, the Signatories, or the Grantee to the Agreement and provide them with a copy of this written response.
- iii. If the ACHP does not provide its advice regarding the dispute within the 45-day period, NMFS may make a final decision on the dispute within 30 calendar days and proceed accordingly. Prior to reaching such a final decision, NMFS shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories or the Grantee to the Agreement, and provide them and the ACHP with a copy of such written response.

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- b. NMFS's and the Grantee's responsibility to implement all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

XIV. EFFECTIVE DATE

This Agreement shall take effect on the date that it has been fully executed by the Signatories.

EXECUTION of this Agreement by the Signatories, its transmittal to the ACHP, and subsequent implementation of its terms, evidences that NMFS has afforded the ACHP an opportunity to comment on the undertaking and its effects on historic properties, that NMFS considered the effects of the undertaking on historic properties, and that NMFS satisfied its responsibilities under Section 106 of the NHPA and applicable implementing regulations for the undertaking.

**Programmatic Agreement Among the National Marine Fisheries Service, the
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Enhancement Board, and the Oregon State Historic Preservation Officer for
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XV. SIGNATORIES

Required Signatory: National Marine Fisheries Service

SCHAEFFER.KORIE. Digitally signed by
SCHAEFFER.KORIE.ANN.1365891369
Date: 2025.07.29 14:21:26 -07'00'
Name: ANN.1365891369 Date: _____

Jennifer Quan

Title: Regional Administrator, West Coast Regional Office

**Programmatic Agreement Among the National Marine Fisheries Service, the
Advisory Council on Historic Preservation, the Oregon Watershed
Enhancement Board, and the Oregon State Historic Preservation Officer for
the Pacific Coastal Salmon Recovery Fund**

Required Signatory: Advisory Council on Historic Preservation

Name:  _____

Date: 08/12/2025 _____

Reid J. Nelson

Title: Executive Director

**Programmatic Agreement Among the National Marine Fisheries Service, the
Advisory Council on Historic Preservation, the Oregon Watershed
Enhancement Board, and the Oregon State Historic Preservation Officer for
the Pacific Coastal Salmon Recovery Fund**

Required Signatory: Oregon State Historic Preservation Officer


Name: [Ian Johnson \(Jul 31, 2025 11:05:51 PDT\)](#)

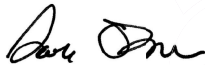
07/31/25
Date: _____

Ian P. Johnson

Title: Deputy State Historic Preservation Officer

**Programmatic Agreement Among the National Marine Fisheries Service, the
Advisory Council on Historic Preservation, the Oregon Watershed
Enhancement Board, and the Oregon State Historic Preservation Officer for
the Pacific Coastal Salmon Recovery Fund**

Invited Signatory: Oregon Watershed Enhancement Board

Name:  Sara O'Brien
2025.08.01
11:56:57
-07'00'

Date: _____

Sara O'Brien
Title: Executive Director

**Programmatic Agreement Among the National Marine Fisheries Service, the
Advisory Council on Historic Preservation, the Oregon Watershed
Enhancement Board, and the Oregon State Historic Preservation Officer for
the Pacific Coastal Salmon Recovery Fund**

Concurring Party: Coquille Indian Tribe

Name: _____

Date: _____

Brenda Meade

Title: Chairperson

Appendices

Appendix A – Part 1: Undertakings Excluded from Project Review

Appendix A – Part 2: Tiered Review for Findings of “No Historic Properties Affected”

Appendix B – Undertakings Requiring Project Review

Appendix C – Part 1: Pre-Review Process

Appendix C – Part 2: Review Process by Grantee

Appendix C – Part 3: Cultural Resources Risk Assessment Matrix

Appendix D – Standard Mitigation

Appendix E – Section 106 Documentation Review Checklist

Appendix F – Part 1: Definitions

Appendix F – Part 2: Acronyms

APPENDIX A

Activities listed in Appendix A are categorized based on the six project category types that qualify for PCSRF funding and described in the PCSRF Project Database. The PCSRF Database structure requires each project to be assigned to only one primary category. The six project categories are:

- A. Program Administration
- B. Salmonid Restoration Planning and Assessments
- C. Salmonid Habitat Restoration and Acquisition
- D. Salmonid Hatcheries and Harvest Management
- E. Salmonid Research, Monitoring, and Evaluation
- F. Public Outreach, Education, and Landowner Recruitment

Each category has one or more subcategories. Subcategories consist of multiple project activities that are eligible for PCSRF funding. The scope of activities identified includes all activities that may be funded currently and in the future. The Grantee may or may not fund all activities identified in this document.

The project categories are listed in this Appendix in Parts 1 and 2 and described in detail in their respective parts. Appendix A – Part 1 lists project categories and specific activities to be excluded from further project review upon application, and Appendix A – Part 2 lists project categories and specific activities to undergo the tiered review process to determine whether a finding of “no historic properties affected” is appropriate without full review under Stipulations VI and VII and Appendix C of this Agreement, and describes the specific review processes based on project category and activity type.

APPENDIX A – PART 1: UNDERTAKINGS EXCLUDED FROM PROJECT REVIEW

Appendix A – Part 1 is a list of activities with no potential to cause effects to historic properties. Because the project types listed herein have no potential to affect historic properties (even if they are present), they are excluded from further Section 106 review with a finding of “no potential to cause effects” under this Agreement, with the following stipulations:

1. These activities may still require review for compliance with other federal and State laws.
2. Appendix A – Part 1 applies only to PCSRF-funded activities where NMFS is the lead federal agency or when another federal agency party to this Agreement is acting in lieu of the Grantee under Stipulation IV.a of this Agreement. It applies on non-Tribal lands in the state of Oregon. Use of Appendix A – Part 1 will adhere to the terms of this Agreement.
3. The Grantee is responsible for reviewing activities listed below in Table A1-1 under the process laid out in Appendix C – Part 1 to determine whether the undertaking can be given a finding of “no potential to cause effects” and excluded from further review. This review shall take place during the initial evaluation of individual project applications and application approval.

Activities listed in Appendix A are categorized based on the six project category types that qualify for PCSRF funding and described in the PCSRF Project Database. Only applicable project categories excluded from further review are listed and detailed below in Table A1-1.

Table A1-1 Projects Excluded from Further Review

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
A. Program Administration	A.9. Program Administration.	A.9.f. Program Administration.	Oversight and administrative activities conducted by the Grantee or Subgrantee to disperse funds to contractors/sponsors and support PCSRF projects.
B. Salmonid Restoration Planning and Assessments	B.1. Restoration Planning and Coordination.	B.1.b.1. Development of a Recovery Plan.	Development of a Recovery Plan for Endangered Species Act (ESA)-listed salmonids in accordance with the ESA. Does not include plan implementation.
		B.1.b.2. Coordination on Implementation of a Recovery Plan.	This involves planning and actions necessary to implement specific actions specified in recovery plans but does not include plan implementation.
		B.1.b.3. Coordination of Watershed Conservation and Restoration Efforts.	Coordination of watershed conservation and restoration efforts stipulated in Watershed Assessments or other Plans. Does not include plan implementation.
		B.1.b.4. Watershed Council Support.	Funding provided to a Watershed Council to bolster the Council's capacity to engage in salmonid recovery planning and coordination.
		B.1.b.5. Tribal Infrastructure Support.	Funding provided to a Tribe to bolster the Tribe's capacity to engage in salmonid recovery planning and coordination.
		B.1.b.6. Support to Local Entities or Agencies.	Funding provided to a local entity or agency to support their involvement in salmonid recovery and conservation.
		B.1.b.7. Developing Monitoring Plans or Sampling Protocols.	Developing restoration monitoring plans or sampling protocols. Does not include implementation.

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
		B.1.b.8. Conducting Habitat Restoration Scoping and Feasibility Studies.	Conducting habitat restoration scoping and feasibility studies. This includes analysis and consideration of alternatives or recommendations for restoration actions. Does not include implementation of any actions considered.
		B.1.b.9. Evaluation/Analysis of Restoration Plans and Projects.	This includes technical reviews and selection processes to ensure priority restoration projects are implemented. Does not include project implementation.
		B.1.b.10. Designing or Maintaining Restoration Data Systems.	This includes updating the PCSRF database to ensure correct and complete data is reported for all projects.
		B.1.b.11. Engineering/Design Work for Restoration Projects.	Conducting engineering or design work necessary for the implementation of restoration projects. This includes developing information necessary for permits and other requirements to implement restoration projects. Design work must have room for modifications if redesign is required to avoid potential adverse effects to historic properties.
		B.1.b.12. Developing Restoration/Action Plan.	Developing a restoration or action plan to implement a salmonid recovery need. Does not include plan implementation.
		B.1.b.13. Management or Enforcement of Habitat Protection Ordinances and Regulations.	Management/enforcement of habitat protection ordinances and regulations. This includes permit reviews and other activities intended to protect salmonid habitat.
	B.2. Salmonid Habitat Assessment/Inventory.	B.2.b. Watershed Assessment.	A comprehensive collection of detailed information on a specific watershed that analyzes why the watershed is in its current condition including sources of impacts and

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
			identifies measures and strategies for improving and protecting the watershed condition. This would include preparation of watershed assessment documents, limiting factor analyses, or assessments of restoration measures.
		B.2.c. Instream Surveys.	Instream survey or inventory to determine instream habitat conditions and/or presence/absence of anadromous salmonids.
		B.2.d. Habitat Surveys.	Habitat assessed to determine and/or map habitat conditions affecting anadromous salmonids and identify restoration needs. This would include assessments of riparian, wetland, estuarine, marine and upland areas using non-destructive methods (see Definitions in Appendix F – Part 1).
C. Salmonid Habitat Restoration and Acquisition	C.3. Instream Flow Project.	C.3.f. Water Leased or Purchased.	Water that is leased or purchased, and thus not withdrawn from the stream. This includes the purchase of water rights.
		C.3.g. Maintaining Adequate Flow or Reducing Flow.	Preventing or reducing water withdrawals from stream using existing infrastructure or other non-destructive methods when the water level will not be perceptibly changed.
	C.7. Water Quality Project.	C.7.g. Carcass or Nutrient Placement.	Placement of salmonid carcasses, fish meal bricks, or other fertilizer in or along the stream for nutrient enrichment. Placement of said nutrients or carcasses will be done by hand using non-destructive methods.
	C.11. Site Maintenance.	C.11. Site Maintenance.	Projects that maintain the functionality of habitat restoration projects through routine maintenance using non-destructive methods.

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
	C.12. Pre-Restoration Acquisitions and Nursery Operations.	C.12. Pre-Restoration Acquisitions and Nursery Operations.	Projects that purchase restoration structures (not including logs from entire trees and root systems pulled out of the ground) or equipment (e.g., bulldozers) for future habitat restoration projects (i.e., the projects have not yet been designed, planned or proposed); or projects that fund a nursery operation for vegetation that will be used in multiple or unspecified restoration projects. Includes purchase of equipment or nursey vegetation only. Does not include any project implementation.
D. Hatcheries and Harvest Management	D.1. Hatchery Production.	D.1.b. Salmonids Reared/Released.	Salmonid fry/smolt that are produced and released.
		D.1.c. Hatchery Operations-Facility or Equipment.	This includes the purchase of hatchery facility equipment or structures less than 50 years old at the time of project completion and are not found to meet Criteria Consideration G for listing in the NRHP, and necessary for salmonid production (not for marking/tagging). This includes acclimation ponds, pumps, fish transport, traps, weirs, and costs for design/construction.
		D.1.d. Salmonids Outplanted.	Salmonid fry/smolt by species that are outplanted to re-establish salmonids to an area or to supplement a wild population.
		D.1.e. Native/Wild Broodstock Collection/Relocation.	Native/Wild Broodstock Collection/Relocation using non-destructive methods.
	D.2. Fish Marking.	D.2.b. Salmonids Marked.	Salmonid fry/smolt marked or tagged in hatchery and released.
		D.2.c. Fish Marking Equipment or Technology Improvement.	The purchase, replacement or modification of salmonid marking equipment (including

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
			marking trailers) or development of new technology for marking/tagging fish.
	D.3 Harvest Management.	D.3.b. Fishery Evaluations.	Fishery/harvest evaluations that assess fishery impacts on ESA-listed or weak/depressed salmonids, and/or impacts on harvested stocks.
		D.3.c. ESA Fishery Management Plan Development.	Fishery Management Evaluation Plans and Tribal Resource Management Plans developed in accordance with ESA regulations to protect ESA-listed salmonids.
		D.3.d. Fisheries Management Improvements.	Development and implementation of regulations or management actions that benefit ESA-listed or wild salmonids and/or further the purposes of the Pacific Salmon Treaty.
		D.3.e. Enforcement.	Enforcement and compliance monitoring of fishery measures and regulations to protect ESA listed salmonids and/or native/wild salmonids.
		D.3.f. Fishing Strategy or Gear Development.	Development of fishing gear that reduces or eliminate impacts on ESA listed salmonids (e.g., selective fisheries, developing fishing methods/gear that has little to impacts on ESA salmonids, etc.).
	D.4. Hatchery Reform and Assessment.	D.4.b. Hatchery Assessments.	Hatcheries or hatchery strategies/policies/procedures assessed to determine potential impacts on native salmonids and possible means to mitigate or eliminate any impacts.
		D.4.c. Hatchery Reform Development/Implementation.	Development and implementation of hatchery reform actions. This includes

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
			development of Hatchery Genetic Management Plans for facilities.
E. Salmonid Research, Monitoring, and Evaluation	E.1. Monitoring Project.	E.1.c.1. Adult Salmonid Population Monitoring.	Monitoring adult salmonids in aquatic environment using only non-destructive methods.
		E.1.c.2. Salmonid Smolt or Fry Monitoring.	Monitoring salmonid smolt or fry in aquatic environment. Includes use of screw traps, snorkel surveys, etc. using only non-destructive methods.
		E.1.c.3. Biological Instream Monitoring.	Biological instream monitoring (other than salmon).
		E.1.c.4. Redd Counts.	Instream or lakeshore counts of salmonid redds.
		E.1.c.5. Carcass Counts.	Salmonid-carcass counts along stream or lakeshore.
		E.1.c.6. Harvest Monitoring.	Monitoring commercial recreational, subsistence or ceremonial harvests. This includes sampling catch for Coded Wire Tags or collecting samples from catch such as genetic samples to determine catch composition, using non-destructive methods.
		E.1.c.7. Test Fishery.	Monitoring a test fishery using non-destructive methods.
		E.1.c.8. Water Quality Monitoring.	Monitoring water quality in stream using non-destructive methods.
		E.1.c.9. Water Quantity (Flow) Monitoring.	Monitoring water quantity (flow) in stream using non-destructive methods.
		E.1.c.10. Ocean Condition Monitoring.	Monitoring ocean conditions using non-destructive methods.

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
		E.1.c.11. Habitat Condition Monitoring.	Monitoring habitat conditions (other than water quality/quantity) using non-destructive methods.
		E.1.c.12. Post-Project Implementation or Design Compliance.	Monitoring habitat restoration projects after they have been completed to determine if they were implemented as designed.
		E.1.c.13. Restoration Effectiveness Monitoring.	Effectiveness monitoring measures environmental parameters to evaluate whether habitat restoration projects implemented were effective in creating a desired outcome (i.e., physical processes, habitat, biota).
		E.1.c.14. Restoration Validation Monitoring.	Validation monitoring is to establish “cause and effect” relationships between habitat restoration and salmonid productivity. The purpose of validation monitoring is to develop an understanding of the linkage between habitat restoration actions and the corresponding improvements in salmonid populations. It pertains to the evaluation of restoration actions to determine resulting salmonid response (i.e., improvements in salmonid productivity or survival).
		E.1.c.15. Intensively Monitored Watershed.	Effectiveness monitoring at a watershed-scale that is coordinated with habitat restoration projects to determine cause and effect mechanisms. Under an Intensively Monitored Watershed, restoration actions and monitoring are tightly coordinated by the State or NMFS to maximize the ability to detect fish responses to changes in their habitat and are used to identify mechanisms by which habitat manipulations impact salmonids.

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
		E.1.c.16. Monitoring Effectiveness of Forest Management.	Monitoring effectiveness of forest management strategies using non-destructive methods.
		E.1.c.17. Monitoring Stormwater, Wastewater, or Sewage Outfall.	Monitoring stormwater, wastewater, or sewage outfall using non-destructive methods.
		E.1.c.18. Predator/Competitor Monitoring.	Monitoring salmonid predators or competitors using non-destructive methods.
	E.2. Research Project.	E.2.b.1 Modeling and Data Analysis.	Modeling and data analysis.
		E.2.b.2. Tissue Sampling and Analysis.	Tissue sampling and analysis using non-destructive methods.
		E.2.b.3. Genetic Analysis.	Genetic Analysis using non-destructive methods.
		E.2.b.4. Life History Study.	Life history studies. Includes growth, food habits, otolith/scale analyses using non-destructive methods.
		E.2.b.5. Habitat Attribute Study.	Habitat research (e.g., fire effects, sediment flow, nutrients, water quality attributes, vegetation growth, stream geomorphology).
		E.2.b.6. Wild Salmonid Tagging/Marking Study.	Tagging/marking wild salmonids (not in hatchery) for research purposes using non-destructive methods.
		E.2.b.7. Investigating Fish Health and/or Disease/Parasites.	Investigating fish health and/or disease/parasites using non-destructive methods.
		E.2.b.8. Climate Change Studies.	Investigating effects of climate change on salmonids using non-destructive methods.
F. Public Outreach, Education, and	F.1. Outreach/Education.	F.1.d. Outreach Documents/Reports Prepared.	Documents (i.e., reports, brochures, websites, handouts) prepared and printed.

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
Landowner Recruitment		F.1.e. Exhibits/Posters Prepared.	Exhibits/posters prepared and printed.
		F.1.f. Media Material Prepared.	Media material such as videos, news ads/articles, or radio or TV spots prepared.
		F.1.h. Outreach Events Conducted.	Outreach or education events conducted or sponsored by this project. An event is a project sponsored forum, a booth at a public/user group event; a public presentation; a press briefing; a site tour; or, any other event where the project lead is presenting salmonid information to the public, stakeholders and/or any entities/groups to influence their understanding of the value of salmonids and habitat restoration.
		F.1.i. Workshops/Training Events.	Workshops/training events conducted and the total number of participants at events.
		F.1.j. Presentation at Educational Institutions.	Schools and other educational institutions that received a salmonid presentation and the number of students that participated in the event at the school/institution.
	F.2. Landowner Recruitment.	F.2.c. Landowners Contacted.	Landowners or others having influence over land use that are contacted by the project for the purpose of recruiting them to commit land or work/funds for watershed conservation, protection or restoration.

APPENDIX A – Part 2: TIERED REVIEW FOR FINDINGS OF “NO HISTORIC PROPERTIES AFFECTED”

Appendix A – Part 2 is a list of undertakings with potential to affect historic properties, and therefore will be subject to a tiered review process to determine an appropriate level of Section 106 review to determine if a finding of “no historic properties affected” is appropriate. All activities in the categories listed herein, with the exception of routine maintenance activities (see A2-1 and Definitions in Appendix F – Part 1), will undergo a tiered review process on an individual undertaking-by-undertaking basis to determine what level of review is appropriate. If, after the review is completed, it can be defensively demonstrated that the undertaking will have no effect on historic properties, they are excluded from further Section 106 review, with the following stipulations:

1. If the tiered review determines an undertaking may have potential to affect a historic property, then it must be reviewed by the Grantee and NMFS professional staff as outlined in the Stipulations VI and VII and in Appendix C – Part 2 of this Agreement.
2. Appendix A applies only to PCSRF-funded undertakings where NMFS is the lead federal agency or when a federal agency party to this Agreement is acting in lieu of the Grantee under Stipulation IV.a. of this Agreement. It does not apply to Tribal lands. Use of Appendix A will adhere to all stipulations in this Agreement.

Undertakings listed in Appendix A – Part 2 are categorized based on the six project category types that qualify for PCSRF funding and described in the PCSRF Project Database. Only applicable categories are discussed herein. The Grantee is not required to consult with NMFS or the OR SHPO on reviewed undertakings given a defensible finding of “no historic properties affected”; a list of these undertakings will be included in the Grantee’s annual reporting as outlined in Stipulation IX of this Agreement.

The tiered review processes outlined in this part shall take place during or after initial review of individual project applications and application approval. Nothing precludes the tiered review process from taking place simultaneously for disconnected worksites or multiple proposed undertaking locations. Any unanticipated discovery of cultural resources on projects deemed excluded from further review as a result of the tiered review process will follow the post-review discovery procedures in Stipulation XIII of this Agreement.

Tiered Review Procedures

A series of tiered review procedures are referred to in this section when discussing undertaking activities in individual categories and subcategories. The types of tiered review processes are described, followed by a table detailing the activities in each subcategory for which that level of review is prescribed.

Each category has different tiered review procedures, and four processes are referred to for the subcategories: No Effect for Routine Maintenance, Preliminary Project Description Assessment (PPD Assessment), Preliminary Desktop Cultural Resources Assessment (PDCRA), and a Built Environment Desktop Review (BEDR). The Cultural Resources Risk Assessment Matrix (CRRAM) outlined in Appendix C – Part 3 should be referred to as stated in the processes outlined herein. These main review processes are listed herein in no specific order and, depending on the activity, the PPD Assessment, PDCRA, and BEDR may or may not all apply. Land Acquisition subcategories have unique review processes which are described individually in Section A2-4.

A2-1 No Effect for Routine Maintenance

Some types of undertakings that have the potential to cause effects on historic properties, assuming they are present, have predictable and limited effects and may qualify as excluded from further review and consultation prior to the project implementation pursuant to this Agreement. Any routine maintenance activities required to maintain operations or structures listed herein may be excluded from further review regardless of project category by using **non-destructive methods** only (see Definitions Appendix F –Part 1). These include:

1. Manual cleaning of screen material, bypass pipes, water diversion weir boards, fishways, and trash racks.
2. Removal by hand of accumulated debris to ensure safe landing in bypass outfall, or removal by machine of large rocks or boulders in the bypass outfall using non-destructive methods.
3. Inspection and replacement of screen seal material.
4. Manual adjustment of screen and fishway parts and water diversion weir boards.
5. Trimming encroaching vegetation that prevents fish screen operation.
6. Application of herbicide approved by label for federally approved waterways and wetlands to encroaching vegetation that prevents fish screen operation.

Application of herbicides approved by label for federally approved waterways and wetlands to encroaching vegetation that prevents fish screen operations is an activity that falls within the definition of routine maintenance; however, additional reporting by the Grantee is required for these activities. The Grantee will send notification letters to Tribes whose ancestral lands overlap with the planned maintenance at least 30 days prior to the application of herbicide. The Grantee may delegate this task to a Subgrantee that receives funds prior to disbursement to project applicants, provided the Grantee approves and retains responsibility for the notification. Notification letters for multiple projects being implemented by the same subgrantee may be bundled. Letters will include the location, boundaries, and approximate timing of application and the herbicides to be applied.

7. Replacement of worn-out or defective components such as wipers, chains, gears, batteries and/or solar panels.
8. Assessment and repair of concrete or steel support structures using non-destructive methods.
9. Replacement or modification of pump screens, or addition of pump screens to existing pumps.
10. Installation or replacement of walkways, handrails or other safety measures to allow for safe access, operation and maintenance.

A2-2 Preliminary Project Description Assessment (PPD Assessment)

The undertaking in each PCSRF subcategory subject to the PPD Assessment process are listed in Table A2-2, below. The PPD Assessment process shall include a review of the information provided by the project applicant in the Historic Properties Screening Report (HPSR) outlined in Appendix C – Part 1, and the information gathered shall be used to assess overall sensitivity using the CRRAM as outlined in

Appendix C – Part 3.

The PPD Assessment shall consider:

1. If the proposed undertaking entails land modifications or equipment staging that may result in disturbance of surface features or soils/sediments that have not been previously disturbed (see Appendix F – Part 1);
2. The nature and extent of the proposed ground disturbance and any staging areas;
3. A description of the immediate surrounding environment (e.g., whether the undertaking will occur in a rural or urban area - see Appendix F – Part 1); and
4. Any cultural resource sensitivity concerns raised by consulting parties or consulting Tribes to the undertaking. Each undertaking is subject to consultation with Tribes and other interested parties as described in Stipulation II.f. of this Agreement.

The PPD Assessment, including outreach to prospective consulting Tribes and other interested parties, shall be the responsibility of the Grantee, or the Grantee may elect to delegate the PPD Assessment to a Subgrantee that receives funds prior to disbursement to project applicants, provided the Grantee approves and retains responsibility for the conclusions of the PPD Assessment. NMFS will conduct government-to-government consultation as requested. The PPD Assessment shall be internal to the Grantee and if applicable, the delegated Subgrantee.

Based on the information gathered for the PPD Assessment, including any information gathered during consultation, the Grantee will use the rating system for the CRRAM as outlined in Appendix C – Part 3 to determine whether the proposed undertaking has a low, medium, or high risk to affect cultural resources.

If a Tribe raises a concern about the sensitivity of the APE, and the concern cannot be assuaged after a detailed review of the undertaking, the undertaking will be considered high-risk.

Based on the PPD Assessment, if the Grantee deems the undertaking low-risk (received a CRRAM score of 0-2) and no concerns are raised during consultation, the proposed undertaking will be given a finding of “no historic properties affected” and no further review is required.

Based on the PPD Assessment, if the Grantee concludes the undertaking is medium-risk (received a CRRAM score of 3-4), the proposed undertaking will be subject to the PDCRA process outlined below.

Based on the PPD Assessment, if the Grantee concludes the undertaking is high-risk (received a CRRAM score of 5-6 or is the subject of sensitivity concerns by a Tribe), the proposed undertaking will not be subject to further tiered review, and instead, the Grantee shall follow the process outlined in Stipulations VI and VII and Appendix C of this Agreement.

Table A2-2 Projects Subcategories Subject to the PPD Assessment Review Process

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
C. Salmonid Habitat Restoration and Acquisition	C.1. Fish Screening.	C.1.d. Fish Screens Replaced or Modified.	Pre-existing fish screens under 50 years old that are replaced, repaired, maintained, or modified using non-destructive methods, if they have been previously cleared for historic properties through an inventory by or under the supervision of a Secretary of the Interior's qualified archaeologist within the last 10 years. This includes engineering surveys.
	C.2. Fish Passage Improvement.	C.2.i. Road Stream Crossing Removal.	Removal of stream road crossing and the affiliated road structures so that the stream flows unimpeded. This would include removal of culverts and other material in the channel.
	C.3. Instream Flow Project.	C.3.e. Irrigation Practice Improvement.	Improvement of irrigation practices (where water is removed from a stream) to protect fish. This includes reducing withdrawals; installing a headgate with water gauge to control water flow into irrigation canals and ditches; regulating flow on previously unregulated diversions; installing a well to eliminate a diversion; or replacing open canals with pipes to reduce water loss to evaporation.
	C.4. Instream Habitat Project.	C.4.g. Plant Removal/Control.	Removal or control of aquatic non-native plants, invasive species or noxious weeds growing in the stream channel.
		C.4.h. Beavers.	Introduction or management of beavers to add natural stream complexity (beaver dams, ponds, etc.).
		C.4.i. Predator/Competitor Removal.	Control or removal of salmonid predators or competitors (e.g., northern pike minnow, non-native fish, invasive animals) from the instream habitat.
	C.5. Riparian Habitat Project.	C.5.c. Riparian Planting.	Riparian planting or native plant establishment.
		C.5.d. Fencing.	Creation of livestock exclusion or other riparian fencing.
		C.5.e. Riparian Exclusion.	Preventing or removing access to riparian areas by means other than fencing.
		C.5.f. Water Gap Development.	Installation of a fenced livestock stream crossing or livestock bridge.
		C.5.g. Conservation Grazing Management.	Alteration of agricultural land use practices to reduce grazing pressure for conservation (e.g., rotate livestock grazing to minimize impact on riparian areas).
		C.5.h. Riparian Plant Removal/Control.	Removal and/or control (treatment) of non-native species, noxious weeds and other plants or invasive species that adversely affect the riparian zone or water table.

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
	C.6. Upland Habitat and Sediment Project.	C.6.c. Road Drainage System Improvements and Reconstruction.	Road projects that reduce or eliminate sediment transport into streams. This includes placement of structures to contain/control run-off from roads, road reconstruction or reinforcement, surface and peak-flow drainage improvements, and roadside vegetation. These roads may extend into or are in the riparian zone.
		C.6.e. Erosion Control Structures Installed.	Construction/placement of sediment basins, sediment collection ponds, sediment traps, or water bars (other than road projects [see C.6.c] or upland agriculture [see C.6.i]).
		C.6.f. Planting for Erosion and Sediment Control.	Upland projects that control erosion through planting and revegetation or grassed waterways.
		C.6.i. Upland Agriculture Management.	Implementation of best agricultural management practices, such as low or no till agriculture, conservation land management; or, upland irrigation water management for water conservation using existing infrastructure and non-destructive methods.
		C.6.j. Upland Livestock Management.	Upland livestock management action designed to control sediment flow into a stream or riparian area. This includes livestock watering schedules; grazing management plans; upland exclusion and fencing; and, livestock water development (also called off-channel watering or livestock water supply) including installation of upland ditches, wells, and ponds.
		C.6.k. Trail or Campground Improvement.	Improvements to trails or campgrounds that are less than 45 years old. Improvements that are designed to control sediment flow into a salmon bearing stream. These trails/campgrounds may extend into or are in the riparian zone.
		C.6.l. Upland Wetland Improvement.	Projects designed to protect, create or improve upland wetlands (wetlands that are not connected to a stream).
	C.7. Water Quality Project.	C.7.d. Refuse/Debris Removal.	Removal of garbage/trash from stream, wetland or other inland body of water used by salmonids. This would include removal of derelict fishing gear or ghost nets from rivers and lakes.
		C.7.e. Sewage Clean-Up.	Reduction or clean-up of sewage outfall, including failed septic systems.
		C.7.f. Toxin Reduction.	Clean-up or prevention of mine or dredge tailings, herbicides, pesticides, or toxic sediments.
		C.7.h. Livestock Manure Management.	Relocation or modification of livestock manure holding structures and/or manure piles to reduce or eliminate drainage into streams.

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
	C.8. Wetland Project.	C.7.i. Stormwater/Wastewater.	Modifications to stormwater/wastewater and drainage into stream to improve water quality. Includes bioswales and rain gardens.
		C.8.c. Wetland Planting.	Planting of native wetland species in wetland areas.
		C.8.d. Wetland Plant Removal/Control.	Removal and/or control (treatment) of non-native species, noxious weeds and other plants or invasive species that adversely affect the wetland area or water table.
	C.9. Estuarine/Nearshore Project.	C.9.g. Removal of Existing Fill Material.	Removal of fill that isn't associated with a dike (e.g., removal of tideflat fill) or other improvement that reconnects the estuary to the stream or wetland.
		C.9.h. Fill Placement.	Placement of fill to raise elevations to allow for proper terrestrial function. Could be to overcome past excavations, to raise portions of a site above tide level for upland vegetation.
		C.9.j. Estuarine Plant Removal/Control.	Removal and/or control (treatment) of non-native species, noxious weeds and other plants or invasive species that adversely affect the estuarine area.
		C.9.k. Shoreline Armor Removal or Modification.	Removal or modification of shoreline armoring structures or bulkheads.
		C.9.l. Beach Nourishment.	Physical placement of natural (but not necessarily local) beach substrates to a beach, stretch of shoreline or other location where historic supplies have either been eliminated or are insufficient to overcome existing degradations. This action also includes actions where native materials are allowed to naturally (passive) or through human intervention (active) enter the drift cell.
		C.9.m. Contaminant Removal/Remediation.	Physical removal (through chemical remediation or biological treatment, if possible) of chemical contamination/hazardous wastes found in the nearshore environment, or prevention of contaminant sources (stormwater modification). Work can benefit fish intertidal, sub-tidal and supra-tidal habitat conditions.
		C.9.n. Debris Removal.	Removal of solid waste, derelict and otherwise abandoned items in the nearshore and estuarine areas including bays. Common examples include derelict fishing gear, sunken refuse (vessels, cars), pilings, or other discrete items that adversely affect fish habitat. Does not include removal of fill or contaminated sediments.

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
		C.9.o. Overwater Structure Removal/Modification.	Modification or removal of overwater structures such as piers, floating decks and docks.
		C.9.r. Estuarine Planting.	Estuarine planting or native plant establishment.
	C.11. Site Maintenance.	C.11. Site Maintenance	Maintenance of the restoration project site such as irrigating or replanting trees that failed to survive, using only existing infrastructure, hand-tools, or other non-destructive methods.
F. Public Outreach, Education, and Land Owner Recruitment	F.1. Outreach/ Education.	F.1.g. Interpretative Signs Prepared.	Interpretative signs prepared or printed, and where they were posted. Such signs would likely be made of wood or metal for posting in exterior areas, such as at streams or restoration sites. If interpretive signs plan to include information about Tribes or Tribal resources; the Grantee will consult with local Tribes on the content of the signs.
	F.3. Interpretative Site.	F.3.c. Viewing Structures/ Platforms.	Viewing/access structures developed, constructed, or installed.

A2-3 Preliminary Desktop Cultural Resources Assessment (PDCRA)

The undertaking activities in each subcategory listed in Table A2-3 below are subject to the PDCRA process. Also, if based on the PPD Assessment, the Grantee concludes an undertaking is medium-risk (received a CRRAM score of 3-4), that undertaking will be subject to the PDCRA process. The review process for these undertakings will entail a PDCRA of the APE to determine whether the undertaking can be given a finding of “no historic properties affected” and excluded from further review. The Grantee is responsible for the PDCRA, but they may require the Subgrantee to complete the PDCRA.

The PDCRA process shall include a search of the Oregon Archaeological Records Remote Access (OARRA) database and the Historic Sites Database for the APE plus a 1-mile radius, invitations to consult with Tribes whose ancestral territory overlaps the APE and other interested parties in the undertaking, and an archaeological sensitivity assessment to inform the overall sensitivity of the APE. Evidence informing the conclusions of the PDCRA may include but is not limited to known archaeological/historic property data, data from previously conducted surveys, LiDAR data, geomorphology, historic-period map and General Land Office data review, and input shared by Tribes and/or interested parties, which may include studies not inventoried in the OARRA. The PDCRA shall be informed by the information in the HPSR outlined in Appendix C – Part 1 and the CRRAM in Appendix C – Part 3 of this Agreement. The Grantee will send notifications in writing to the Tribes and other interested parties inviting them to consult on the undertaking and shall allow for a period of 30 calendar days for responses, and additional follow-up emails and phone calls are encouraged if no responses are received after 15 calendar days. The PDCRA will include Tribal input as a factor for considering cultural sensitivity. If a Tribe raises a concern about sensitivity of the APE, and the concern cannot be assuaged after a detailed review of the undertaking, the undertaking will be considered high-risk.

The results of the PDCRA will be documented in a memorandum that concludes, based on the evidence reviewed and applying the CRRAM, the overall sensitivity score of the APE to contain potential historic properties.

The PDCRA document must be reviewed by the Grantee after submittal by the Subgrantee. If the Grantee deems the document incomplete, the Grantee may ask the Subgrantee to resubmit with the required information. The undertaking may be considered excluded from further review and given a finding of “no historic properties affected” if the PDCRA concludes, based on supporting evidence, that the APE is low-risk for cultural sensitivity (received a CRRAM score of 0-2) and the Grantee concurs with the conclusions of the PDCRA, or if no objections are raised by the Grantee.

If the PDCRA concludes, based on supporting evidence, the APE is high risk for cultural sensitivity (received a CRRAM score of 5-6 or is the subject of sensitivity concerns by a Tribe) and the Grantee concurs with the conclusions of the PDCRA, then the proposed undertaking will not be subject to further tiered review; instead, the process outlined in Stipulations VI and VII and Appendix C of this Agreement shall be followed.

If the PDCRA concludes, and the Grantee concurs, that the APE is moderate risk for cultural resources sensitivity (received a CRRAM score of 3-4), but has been subject to a previous study within the past 5 years with negative results, and that study was adequately conducted by a professional meeting the standards in Stipulation V of this Agreement, the undertaking may be excluded from further review provided that the Grantee incorporates a Tribal and/or archaeological (depending on the nature of the

sensitivity) Workers Environmental Awareness Training (WEAT) for all contractors prior to undertaking implementation as a special condition of the grant agreement between the Grantee, the Subgrantee, and any consulting party to the undertaking that responded to the initial outreach letter seeking involvement with the undertaking.

If the PDCRA concludes, and the Grantee concurs, that the APE is moderate-risk for cultural resources sensitivity but has not been subject to adequate previous study, the Grantee will enlist, or require the Subgrantee to enlist, an archaeologist and, if buildings or structures exist on the property, an architectural historian as appropriate, to do a field check (see definition Appendix F – Part 1) of the APE. If no cultural resources are identified, the undertaking may be excluded from further review and given a finding of “no historic properties affected”, provided that the Grantee incorporates a Tribal and/or archaeological (depending on the nature of the sensitivity) WEAT for all contractors prior to undertaking implementation as a special condition of the grant agreement between the Grantee, the Subgrantee, and any consulting party to the undertaking that responded to the initial outreach letter seeking involvement.

If any cultural resources are identified during the field check, the proposed undertaking will not be subject to further tiered review, and instead the process outlined in Stipulations VI and VII and Appendix C of this Agreement shall be followed.

Table A2-3 Project Subcategories Subject to the PDCRA Review Process

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
C. Salmonid Habitat Restoration and Acquisition	C.1. Fish Screening.	C.1.c. Fish Screens Installed.	New fish screens installed where no screen had existed previously, or screen replacement that involves a larger footprint than the original screen.
	C.2. Fish Passage Improvement.	C.2.d. Fishway Chutes or Pools Installed.	Placement of an engineered bypass for salmonids to pass more safely around or over a barrier (other than fish ladder). This includes bedrock chutes, weirs, rock boulder step pools, chutes constructed/roughened in bed rock, and engineered channel structures that are less than 45 years old.
		C.2.e. Fish Ladder Installed.	Installation of a fish ladder.
	C.4. Instream Habitat Project.	C.4.d. Channel Structure Placement.	Placement of large woody debris or rocks/boulders (including deflectors, barbs, weirs) to collect and retain gravel for spawning habitat; deepen existing resting/jumping pools; create new pools above and/or below the structure; trap sediment; aerate the water; channel roughening; or, promote deposition of organic debris. This does not include floodplain roughening and fencing processes that involve ground disturbance.
		C.4.e. Streambank Stabilization.	Stabilization of the streambank through re-sloping and/or placement of rocks, logs, or other material on streambank.
		C.4.f. Spawning Gravel Placement.	Addition of spawning gravel to the stream.
	C.5. Riparian Habitat Project.	C.5.j. Debris/Structure Removal.	Removal of debris (e.g., tires, appliances) from the riparian area to allow growth of riparian vegetation.
	C.6 Upland Habitat and Sediment Project.	C.6.d. Road Closure/Abandonment.	Closure (abandonment), relocation, decommissioning or obliteration of

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
			existing roads (including pavement such as parking areas) to diminish sediment transport into stream and/or improve riparian habitat. These roads/pavements may extend into or are in the riparian zone.
	C.8. Wetland Project.	C.8.e. Wetland Improvement/ Restoration.	Improvement, reconnection, or restoration of existing or historic wetland (other than vegetation planting or removal (C.8.c and C.8.d).
		C.8.f. Artificial Wetland Created.	New (artificial) wetland created in an area not formerly a wetland. This wetland area created where it did not previously exist.
	C.9. Estuarine/ Nearshore Project.	C.9.p. Exclusion Devices.	Deployment of physical exclusion devices to prevent unwanted disturbance of a restoration feature. Commonly includes fencing to keep public/animals away from delicate or newly planted vegetation, installation of mooring buoys, boardwalks/trails, etc.
	C.12. Pre-Restoration Acquisitions and Nursery Operations.	C.12. Pre-Restoration Acquisitions and Nursery Operations.	Projects that purchase logs from entire trees and root systems pulled out of the ground for future restoration projects that have not yet been planned or proposed.

A2-4 Built Environment Desktop Review (BEDR)

The undertaking activities in each subcategory listed in Table A2-4 below are subject to the BEDR process because they include aspects of the built environment (buildings/facilities and structures). If the activities in the sub-categories listed in Table A2-4 below entail modification or replacement of any structure or facility that is 45 years of age or older at the time of application review, or structures less than 45 years old that are found to meet Criteria Consideration G for listing in the NRHP, a BEDR will be prepared to determine whether the proposed undertaking can be given a finding of “no historic properties affected” and excluded from further review unless the project entails a physical touch to the building, structure, or facility as outlined below. If the nature of the undertaking described in Table A2-4 involves ground disturbance in a location that has not been previously disturbed (See definition of “Ground Disturbing Activities” in Appendix F), the undertaking will go through the PDCRA process in parallel to the BEDR process; a single document can be prepared including the results of both processes.

The BEDR process shall include review of the information provided by the project applicant in the HPSR outlined in Appendix C – Part 1. Pre-contact era fish traps, weirs, ponds, or similar archaeological sites are not included in this tiered review and will be treated according to the process outlined in Stipulations VI and VII, and Appendix C of this Agreement. The Grantee is responsible for the BEDR, but the Grantee may require the Subgrantee to complete the BEDR.

The BEDR shall include conducting a records search of the OARRA and the Historic Sites Database to determine whether a building or structure or archaeological site has been previously recorded and/or evaluated for inclusion in the NRHP, and sending invitations to consult on the undertaking to Tribes whose ancestral territory overlaps the APE and other interested parties. If the records search indicates an archaeological resource or known historic property is present within the APE, the proposed undertaking will not be subject to further tiered review, and instead the process outlined in Stipulations VI and VII and Appendix C of this Agreement shall be followed.

A historic context statement shall be developed for any building, structure, or facility and any building, structure, or facility shall be evaluated against the context statement for eligibility to the NRHP. Input from any consulting parties shall be considered in the evaluation. If the building, facility, or structure is recommended not eligible to the NRHP, the results of the BEDR shall be included in a memorandum and submitted to the Grantee for review. If the building, facility, or structure has been previously recorded and evaluated, previous evaluations of significance no older than 10 years may be used as supporting documentation for the Grantee’s review if they were conducted by a qualified architectural historian. If the Grantee concurs with the conclusions of the BEDR, the Grantee can determine a finding of “no historic properties affected”. If the project will not involve physical modification to the building, structure, or facility, the undertaking is excluded from further review. If the project will result in a physical touch to the building, facility, or structure, the process outlined in Stipulation VI subparts e through g shall be followed for the undertaking, excluding sending NMFS a Notice of Completion per Stipulation VI subparts i through l.

If the evaluation concludes the building, structure, or facility is eligible for the NRHP and considered a historic property, the process outlined in Stipulations VI and VII, and Appendix C of this Agreement shall be followed for the undertaking.

Table A2-4 Project Subcategories Subject to the BEDR Review Process

Project Category	Project Sub-Category	Work Type or Attribute Name	Description
C. Salmonid Habitat Restoration and Acquisition	C.2. Fish Passage Improvement.	C.2.e. Fish Ladder Improved.	Modification (upgrade/improvement) of a fish ladder that is greater than 45 years old.
	C.5. Riparian Habitat Project.	C.5.j. Debris/Structure Removal.	Removal of structures (e.g., old cabins) from the riparian area to allow growth of riparian vegetation.
	C.6. Upland Habitat and Sediment Project.	C.6.k. Trail or Campground Improvement.	Improvements to trails or campgrounds that are greater than 45 years old. Improvements that are designed to control sediment flow into a salmon bearing stream. These trails/campgrounds may extend into or are in the riparian zone.
D. Hatcheries and Harvest Management	D.1. Hatchery Production.	D.1.c. Hatchery Operations-Facility or Equipment.	This includes the purchase of hatchery facility equipment or structures greater than 45 years old at the time of application review, or the replacement or modification of any hatchery facility necessary for salmonid production (not for marking/tagging). This includes acclimation ponds, pumps, fish transport, traps, weirs, and costs for design/construction. It does not include pre-contact era fish traps, weirs, ponds, or other archaeological sites.

A2-5 Land Acquisition Review

The following undertaking category has an independent review process as outlined herein.

C.10. Land or Easement Acquisition: Salmonid recovery projects that involve the purchase of land or conservation easements; the lease of land or easements; or acquisition of land-use rights.

C.10.c. Acquisition or lease of land, wetland, or estuarine area for conservation.

Land, wetland or estuarine area protected from further degradation or development through purchase, lease, negotiated agreement, or other mechanism. The acreage reported should be the total acreage protected regardless of whether all the habitat is applicable to the desired goals for acquisition.

C.10 Review Process

The review process for undertakings in category C.10.c shall first entail the Grantee sending outreach letters inviting Tribes whose ancestral territory overlaps the APE (the entire acquisition or lease area) and other interested parties to consult on the undertaking. The Grantee shall allow for a period of 30 calendar days for responses, and additional follow-up phone calls are encouraged if no responses are received after 15 calendar days. If no responses are received after 30 calendar days, or if no consulting party has objections or raises concerns, the undertaking may be given a finding of “no historic properties affected” and excluded from further review.

If a Tribe raises a concern about sensitivity of APE (acquisition or lease area), and implications of the land change in ownership, the process outlined in Stipulations VI and VII, and Appendix C of this Agreement shall be followed for the undertaking.

APPENDIX B – UNDERTAKINGS REQUIRING REVIEW

Appendix B is a list of activities with the potential to affect historic properties. Undertakings requiring project review outlined in this Agreement in Stipulation VI and VII are categorized based on the six project category types that qualify for PCSRF funding and described in the PCSRF Project Database as described in Appendix A.

Projects listed in Appendix B will require a full project review and consultation with OR SHPO, consulting Tribes, and consulting parties to the undertaking, as outlined in Stipulation VI and in Appendix C – Part 2 of this Agreement. The following stipulations will be considered:

1. These activities may require compliance with other federal and State laws.
2. Appendix B applies to PCSRF funded activities where NMFS is the lead federal agency or when a federal agency party to this Agreement is acting in lieu of the grantee under Stipulation IV of this Agreement. It does not apply to Tribal lands in the state of Oregon. Use of Appendix B will adhere to all stipulations in the Agreement.
3. The intention of this list is to identify, in good faith, activities that have the potential to affect and adversely affect historic properties and require review under this Agreement.

The actions described herein are presented in Table B1-1 and outlined in more detail below.

Table B1-1 Project Subcategories to be Reviewed under the Stipulations of This Agreement

Project Category	Sub-Category	Project Type	Description
C. Salmonid Habitat Restoration and Acquisition	C.2 Fish Passage Improvement.	C.2.c. Fish Passage Blockages Removed or Altered.	Removal or alteration of blockages, impediments or barriers to allow or improve salmonid passage (other than road crossings reported in C.2.f. to C.2.i.).
		C.2.d. Fishway Chutes or Pools Installed.	Placement of an engineered bypass for salmonids to pass more safely around or over a barrier (other than fish ladder). This includes bedrock chutes, weirs, rock boulder step pools, chutes constructed/roughened in bed rock, and engineered channel structures.
		C.2.f. Culvert Installed or Improved at Road Stream Crossing.	Installation or improvement/upgrade (including replacement) of a culvert to a standard that provides juvenile and adult salmonid passage.
		C.2.g. Bridge Installed or Improved at Road Stream Crossing.	Installation, improvement/upgrade or replacement of a bridge over a stream to provide/improve salmonid passage under a road. The bridge could be replacing a culvert.
		C.2.h. Rocked Ford-Road Stream Crossing.	Placement of crushed gravel reinforced track through stream that still allows unimpeded stream flow. This could replace a dysfunctional culvert.
	C.4. Instream Habitat Project.	C.4.c. Channel Reconfiguration and Connectivity.	Changes in channel morphology, sinuosity or connectivity to off-channel habitat, wetlands or floodplains. This includes instream pools added/created; removal of instream sediment; meanders added; former channel bed restored; removal or alteration of levees or berms (including setback levees) to connect floodplain; and, creation of off-channel habitat consisting of side channels, backwater areas, alcoves, oxbows, ponds, or side-pools.
		C.4.d. Channel Structure Placement.	Any channel structure placement project that involves fencing or channel roughening processes requiring ground disturbance.
	C.5. Riparian Habitat Project.	C.5.i. Forestry Practices/Stand Management.	Treating or managing trees and undergrowth in riparian area, including prescribed burnings, stand thinning, stand conversions, and silviculture.
		C.6.g. Slope Stabilization.	Implementation of slope/hillside stabilization or slope erosion control methods including landslide reparation and

Project Category	Sub-Category	Project Type	Description
	C.6. Upland Habitat and Sediment Project.		non-ag terracing.
		C.6.h. Upland Vegetation Management.	Upland vegetation treatment or removal projects for water conservation or sediment control including plant removal on a large scale that involves heavy equipment or staging (e.g., juniper removal or noxious weeds), selective tree thinning, undergrowth removal, prescribed burnings, stand conversions, and silviculture.
	C.7. Water Quality Project.	C.7.j. Return Flow Cooling.	Return flow cooling projects where extracted water that has heated during use is cooled before it is returned to the stream. This can occur in power plants, large industry, and smaller applications which generally consist of replacing old open return ditches with underground PVC pipe (purpose is eliminate to thermal loading by filtering flows underground where they can cool).
	C.9. Estuarine/ Nearshore Project.	C.9.c. Channel Modification.	Deepening or widening an existing tidal channel or adding structures to improve salmonid habitat. This includes creation of new channels that provide or improve intertidal flow to existing estuarine habitat.
		C.9.d. Dike or Berm Modification/Removal.	Removal, breaching, reconfiguration or other action affecting the physical presence of barriers or structures that prevent tidal or riverine access to the estuary. Modification/removal allows for natural flow/flood regime and potential for off-channel habitat usage. This involves lateral structures only and does not include dams or other perpendicular obstructions to flow.
		C.9.e. Tide gate Alteration/Removal.	Changes to tide gates that allow water to flow freely when the tide goes out but prevent water from flowing in the other direction. Changes are generally made to allow fish passage at low and high tide.
		C.9.f. Estuarine Culvert Modification/Removal.	Modification or removal of culvert to improve fish passage between estuarine and off-channel areas.
		C.9.i. Regrading of Slope.	Shaping of terrestrial or aquatic slopes to achieve proper function. Usually done with land-based equipment.
		C.9.q. Creation of New Estuarine Area.	Creation of an estuarine area where one did not exist previously using methods not including tide gates or dikes.

Project Category	Sub-Category	Project Type	Description
D. Hatcheries and Harvest Management	D.1. Hatchery Production.	D.1.c. Hatchery Operations-Facility or Equipment.	Replacement of hatchery facility equipment or structures. This includes acclimation ponds, pumps, fish transport, traps, weirs, and costs for design/construction.
Unspecified or Other Projects	Unspecified or Other Projects.	“Unspecified” or “Other” Projects that fall under the sub-categories fish passage improvements, instream flow projects, instream habitat projects, riparian habitat projects, upland habitat and sediment projects, and water quality projects.	Unspecified or other projects not identified in the other project categories

APPENDIX C – Part 1: PRE-REVIEW PROCESS

The pre-review process for all applications is outlined herein.

The Historic Properties Screening Report (HPSR) outlined herein serves as a checklist for required information to receive PCSRF grant funds. The Grantee shall review each application for funding, and use the information submitted by the Subgrantee to complete the HPSR checklist. The Grantee may delegate review of the HPSR checklist to the Subgrantee that is issued PCSRF funds prior to disbursement to project applicants using information from the project applicant. Once the application is approved, the Grantee will initiate the process outlined in Stipulations VI of this Agreement using the information gathered for the HPSR, as outlined in Appendix C – Part 2 of this Agreement. The Grantee may work with the Subgrantee prior to or after issuing the grant award to identify the information required for the HPSR checklist.

Any on-site project activities, including, but not limited to, ground-disturbing activities for any projects that occur before completion of the review process are not eligible for reimbursement and may jeopardize funding for the entire project.

Historic Properties Screening Report (HPSR)

Either the Grantee, Subgrantee, or project applicant shall complete the HPSR checklist for the Grantee or Subgrantee grant program. Prior to disbursing funds to the project applicant, the Grantee must review the HPSR for completion, or the Grantee may require the Subgrantee to review it. Required information includes the project name, address, and legal locational information, as well as a project description. The Grantee will require the applicant to provide this information as follows in subpart 1 below:

Historic Properties Screening Report

1. The following information is required:

- a. Project Name
- b. Address
- c. County
- d. Township/Range/Section
- e. Latitude and Longitude
- f. Project Description
- g. Information regarding federal permits and/or other federal funds, state permits, or Tribal permits required to complete the scope of work. Identify any agency(ies) that will be providing funding and/or issuing the permit(s) and determine whether the federal permit or other federal funds cover all proposed activities included in the project.

2. Project Area of Potential Effects Map:

The Grantee may require the Subgrantee and/or project applicant to provide a map depicting the undertaking's APE, which may extend beyond the project footprint. This map or series of maps shall depict the project area as a polygon and must include the geographic area or areas within which an undertaking may directly or indirectly cause changes in the character or use of historic properties. The APE is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking. The map must include a polygon(s) depicting the entire project area, inclusive of all potential direct and indirect effects, such as areas where on-site activity (see Appendix F – Part 1) may occur, as well as access routes and staging areas. For acquisition projects, the APE must be inclusive of the entire property intended to be acquired.

In the event that a project has yet to fully identify their APE at the time of application, the Grantee will condition the grant with a preliminary APE that is reasonably believed to encompass the anticipated finalized APE.

3. Additional Information

The Grantee shall collect all pertinent information and descriptions of the project activities at the proposed project worksite(s). This information may include:

- a. Descriptions of all construction and ground-disturbing activities (length, width, and depth of disturbance and equipment utilized) that will take place in the APE, including the location of any construction staging or access roads associated with the project that will involve ground disturbance.
- b. Descriptions of any planned ground-disturbing pre-construction/restoration work. This may include geo-technical investigation, fencing, demolition, decommissioning roads, etc.
- c. Descriptions of the existing project area conditions, including current and historic land uses, and previous excavation/fill (if depths and extent is known, please describe).
- d. Knowledge of any previous cultural resources review(s) in the APE, including those that occurred within the project boundaries during the past 10 years, and a summary of all previous cultural resources review(s), including lead agency, date of review(s), reference name, and numbers.
- e. Information regarding whether the project is located within an existing State or National Park, wildlife refuge, natural area preserves, or other recreation or habitat site under State or federal jurisdiction, Tribal fee lands, and any details regarding federal, State, local, or Tribal permitting considerations for these areas.
- f. Whether any structures over 45 years of age are within the APE. This includes structures such as buildings, tide gates, dikes, levees, residential structures, bridges, rail grades, park infrastructure, etc., and all known details about said structures.
- g. If a historic property or properties are present within the APE, a brief description of the historic property, photographs if appropriate, and any context used to make determinations of NRHP eligibility, shall be provided.

APPENDIX C – Part 2: REVIEW PROCESS BY GRANTEE

The Grantee will use the information provided by the applicant in the HPSR outlined in Appendix C – Part 1 to inform the Grantee’s review process under this Agreement. All projects are subject to the pre-review process outlined in Appendix C – Part 1.

After the Grantee’s technical review period is complete, but before grants are awarded, the Grantee will identify the PCSRF project category and subcategory(ies) (as outlined in Appendix A and Appendix B) for each proposed project utilizing PCSRF funding. All further steps in the Grantee’s review process may be completed after the grants are awarded to the Subgrantees.

The grant agreement for individual undertakings shall be between the Grantee and the Subgrantee. Specific instructions regarding cultural resources responsibilities, based on preliminary cultural review of the project and the subsequent Tribal consultation, shall be incorporated into the grant agreement.

The Grantee will reference Appendix A – Part 1 to determine whether the undertaking can be excluded from further review. If the undertaking can be excluded as per Appendix A – Part 1, no further review will be required.

Once the PCSRF category and subcategory(ies) are identified, the Grantee will identify all other federal funding sources and/or other federal agency involvement.

The Grantee shall work with the subgrantee to assure the preliminary APE map is complete and includes areas of all potential direct and indirect effects of the proposed project.

If other federal agency involvement is identified, the Grantee will inform NMFS and the other federal agency/agencies. NMFS will coordinate with any other federal agencies to determine which agency will lead Section 106 compliance and/or other federal agency review according to Stipulation IV of the Agreement, if applicable. NMFS will respond in writing to the Grantee within 15 calendar days and identify the Section 106 lead agency, unless otherwise agreed upon with the Grantee. If NMFS does not issue a response to the Grantee the Grantee can assume NMFS will act as the lead agency for the proposed project.

If it is determined that NMFS will be the lead agency responsible for Section 106 compliance, the Grantee shall start the Section 106 process under the delegation of authority pursuant to Stipulation VI of this Agreement. This process will consist of the following:

1. The Grantee will reference Appendix A – Part 2 and apply the tiered review processes therein to determine whether a finding of no “historic properties affected” and exclusion from further review is appropriate. The Grantee will use the CRRAM thresholds outlined in Appendix C – Part 3 to determine the risk of the undertaking to affect historic properties to help inform the tiered review processes outlined in Appendix A – Part 2.
2. If the Grantee determines the project can be excluded under any category in Appendix A – Part 1 or determine a finding of “no historic properties affected” through the tiered review process in Appendix A – Part 2, no further review is required. The Grantee will keep a record of the excluded status of the project, which will include reference to the PCSRF project category and subcategory in Appendix A – Parts 1 and 2, under which the exclusion was determined. The Grantee shall submit this information during the annual reporting as per Stipulation IX of this Agreement.

3. If the PCSRF subcategory for the proposed project is listed in Appendix B, or if the proposed project cannot be excluded from further review with a finding of “no historic properties affected” through tiered review in Appendix A – Part 2, the Grantee will initiate the review process as outlined in Stipulations VI of this agreement. The Grantee shall send invitations to consult with applicable Tribes. Tribes have 30 calendar days to comment and/or to request consultation on the proposed project pursuant to 36 C.F.R. Section 800.2 (c)(2)(ii). Consultation shall be completed in writing. The letters shall be produced on letterhead from the Grantee and/or NMFS and shall identify NMFS as the lead federal agency and the Grantee, OWEB, as the Responsible Entity for Section 106 compliance under this Agreement. Responses from any Tribe requesting government-to-government consultation with NMFS, as defined in 36 C.F.R. Section 800.2(c)(2)(ii)(B) and (C), will be forwarded to NMFS. NMFS will initiate consultation with those requesting Tribes within 30 calendar days of receiving the request pursuant to Stipulation VI of the Agreement.
4. Prior to on-site project activities, the Grantee shall require Subgrantees to carry out the cultural resources work required, documenting the efforts for identification, recommendations of eligibility, and drawing a conclusion on whether the proposed project will have no effect, no adverse effect, or an adverse effect to any historic properties. Documentation of any cultural resources work must be sent to the Grantee for review and approval prior to the initiation of on-site project-related activities.
5. The Grantee shall review the supporting documentation using the Section 106 Documentation Review Checklist in Appendix E of this Agreement.
 - a. If the Grantee deems additional information or work is required for Section 106 compliance after initial review, the Grantee will inform the Subgrantee of any additional data needs.
 - b. Once the Grantee deems the supporting documentation sufficient for consultation, the Grantee will distribute all supporting documentation, including a record of Tribal and other party outreach and consultation, to OR SHPO and all consulting parties to the undertaking within 30 calendar days of receipt from the Subgrantee or the Subgrantee’s consultant.
6. Consistent with Stipulation VI of this Agreement, if the OR SHPO does not object within 30 calendar days of receipt of a defensible and adequately documented finding of effect, the Grantee may move forward with the project after giving NMFS a period of 15 calendar days to review the finding and supporting documentation described in 5 above. If OR SHPO offers objections to the finding within the 30-day review period, the Grantee will defer to the process in Stipulation XIII of this Agreement.
7. The Grantee shall refer to Stipulation VII – Resolution of Adverse Effects to resolve any adverse effects caused by the undertaking. Measures to resolve adverse effects will be memorialized in an agreement as outlined in Stipulation VII and Appendix D of this Agreement. If the Grantee is unable to resolve adverse effects, the steps in Stipulation XIII shall be followed to attempt to resolve any disputes preventing resolution.

APPENDIX C – Part 3: Cultural Resources Risk Assessment Matrix (CRRAM)

For projects in project sub-categories subject to the tiered review process outlined in Appendix A – Part 2, the Grantee shall assess the cultural resources sensitivity of each PCSRF-funded project during the tiered review process for exclusions from further review. The Grantee shall use a scoring system of zero (0) to six (6) to determine the potential risk of the project to contain cultural resources and therefore affect historic properties: zero (0) being the lowest risk and six (6) being the highest risk, as outlined below. The scores shall be based upon the following three factors:

1. (Score Range 0-2) **Cultural Resources Sensitivity** of the APE: This assessment is based upon known archaeological/historic property data and resources such as LiDAR, geomorphology, historical aerial photographs and topographic maps, GLO, etc. Any consulting party responses to outreach shall also be considered. A score of zero (0) indicates low cultural sensitivity in this category, and a score of two (2) indicates a high sensitivity in this category. A score of one (1) may be appropriate if some lines of evidence suggest high sensitivity, and other lines of evidence suggest low sensitivity, or if no sensitivity information exists.
2. (Score Range 0-2) **Cultural Resources Level of Impact** of the project: The Grantee shall assess the level of impact the project proposes to entail (ground-disturbance levels and need for staging), and whether that impact may affect cultural resources. The APE must be considered three-dimensionally and include any direct or indirect effects created by construction activity or through the development and subsequent use of a built structure developed or installed during the undertaking. A score of zero (0) indicates a low potential impact on cultural resources for this category, and a score of two (2) indicates a high potential impact for this category. A score of one (1) may be appropriate if there is a demonstrably moderate potential to affect cultural resources.
3. (Score Range 0-2) **Cultural Resources Need for Information** regarding the project: The Grantee shall assess the current information available about the APE, such as whether there have been recent surveys conducted nearby or whether there is reliable information about prior series of development/excavation, etc. A score of zero (0) indicates there is sufficient information to make an informed assessment regarding potential effects on cultural resources, and a score of two (2) indicates there is a lack of sufficient information to make an informed assessment regarding potential effects to cultural resources. A score of one (1) may be appropriate if there is some information, but it is not fully sufficient to inform a thorough assessment regarding potential effects to cultural resources.

The score of each category is added for a total score between 0 and 6. A score of 0 to 2 is considered low-risk; a score of 3 to 4 is considered medium-risk, and a score of 5 to 6 is considered high-risk. The Grantee uses this risk matrix during the tiered review process outlined in Appendix A – Part 2 to determine the level of work that will be required to sufficiently identify historic properties.

APPENDIX D –STANDARD MITIGATION

Pursuant to Stipulation VII – Resolution of Adverse Effects, the Grantee may select one of two options to resolve adverse effects. The first option is to consult on and develop a Memorandum of Agreement (MOA) using the process outlined in 36 C.F.R. Section 800.6. Mitigation specific to the undertaking will be developed if using the MOA option. The second option is to apply standard mitigation measures and capture the determination that those measures are appropriate to resolve adverse effects in a memorandum for the record (memo). The decision to use an MOA or a memo will be made by the Grantee in consultation with the OR SHPO, consulting Tribes, and other consulting parties, as outlined below, and the parties will consider the scope and scale of the undertaking and the appropriateness of potential mitigation measures to resolve adverse effects.

If the Grantee decides that standard mitigation measures are appropriate, the Grantee will notify all consulting parties to the undertaking of this decision and provide a draft memo with the proposed appropriate and commensurate mitigation measures from the list below. All consulting parties to the undertaking will have 30 calendar days to review and comment. Comments received will be addressed and incorporated, as appropriate, and consultation will continue. If no comments are received, the Grantee may proceed as outlined in the draft memo. During this review, consulting parties for the undertaking may request that the Grantee prepare an MOA instead of a memo. The Grantee will take this request into consideration, and if the justification for an MOA is sufficient, select that option. If the Grantee determines that a memo is still appropriate and the consulting parties to the undertaking continue to disagree, good-faith consultation will continue. However, if these conversations do not yield a resolution, Stipulation XIII – Dispute Resolution will be followed. The final memo with the agreed upon measures will be signed by the Grantee and all consulting parties to the undertaking, and sent to all consulting parties of the undertaking for their records.

Standard mitigation measures will not be used when there are adverse effects to Historic Properties of Religious and Cultural Significance to Indian Tribes (HPRCSITs), and commensurate mitigation can only be codified using an MOA developed in consultation with the affected Tribe(s).

At a minimum, the memo will include the following:

- Brief description of the undertaking, historic properties within the APE, and the adverse effect;
- A summary of consultation and comments received;
- A statement that all mitigation measures will be carried out by professionals who meet the appropriate standards as outlined in Stipulation V of this Agreement;
- Agreed upon mitigation measures and a timeline to complete all measures. This timeline may not exceed five years from the date of memo signature;
- How the Grantee will provide status updates and reporting regarding mitigation completion;
- A statement that this memo fulfills Section 106 responsibilities pursuant to this Agreement.

Standard Mitigation Measures: The Grantee may apply the following standard mitigation measures, as appropriate and commensurate with the adverse effect(s) to historic properties. The Grantee may elect to delegate the application of these measures to a Subgrantee that receives funds prior to disbursement to project applicants, provided the Grantee approves and retains responsibility for the implementation of the measures. The number of mitigation measures applied to an undertaking subject to this Agreement will vary depending on the type of undertaking, historic properties affected, and the scale of effects. These stipulations should be copied directly into the memo, with minor changes made to accommodate the historic properties and specific details. Unless this Appendix is amended pursuant to Stipulation XI – Amendments or all consulting parties to the undertaking agree in writing, the Grantee may not add new measures without additional consultation.

- **Photo Documentation for a Character-Defining Feature:** The Grantee will compile current photos of the [character-defining feature], available historic photos of the [character-defining feature], any plans/drawings of the [character-defining feature], and a written description of the [character-defining feature] into a PDF document. Drone photogrammetry may also be used. The Grantee will provide OR SHPO with the draft photo documentation. OR SHPO will have 30 calendar days from the date of receipt to review and comment. The Grantee will address comments as appropriate and submit a final digital copy to the OR SHPO. This measure is considered complete when the OR SHPO has accepted the photo documentation as final.
- **Photo Documentation for a Contributing Resource:** The Grantee will complete documentation of the [contributing resource] in conformance with the Documentation Guidelines from the National Park Service for HABS/HAER/HALS (see Definitions in Appendix F). This will include, at minimum, an architectural description, resource history, bibliography, maps, scale site plan, scale floor plans (if applicable), current photos (interior and exterior), and archival materials including historic photos, plans, newspaper clippings, etc. Drone photogrammetry may also be used. The Grantee will provide OR SHPO with the final draft photo documentation. OR SHPO will have 30 calendar days from receipt to review and comment. The Grantee will address comments as appropriate and submit a final digital copy to the OR SHPO. This measure is considered complete when OR SHPO has accepted the photo documentation as final.
- **Oral Histories:** The Grantee will complete [insert appropriate number] oral histories with individuals and/or Tribes associated with the [historic property]. The Grantee will transcribe each oral history and maintain digital files at a location to be determined in consultation. Once interview subjects have been identified, the Grantee will prepare questions and submit to the OR SHPO and consulting Tribes and other consulting parties to the undertaking for review and comment prior to the interview. [Include list of potential research themes and questions.] This measure is considered complete when the OR SHPO has received a copy of the oral history transcriptions. If the content of the oral histories is confidential, then The Grantee will provide notice to OR SHPO that the measure is complete.
- **Interpretive Panels:** The Grantee will develop and install [insert number] educational panels documenting the [historic property and theme]. [Include additional information on the panel content, including any requirements for historic photographs. Also include if any item will be salvaged and installed as part of the interpretive display.] The panel(s) will measure no smaller than 2 feet by 3 feet and be of professional quality. The panel(s) will be installed [either state a

specific location if known or that the panel(s) will be installed in a publicly accessible location.] The Grantee will provide OR SHPO and consulting Tribes and other consulting parties to the undertaking with the draft panel(s) content and design. OR SHPO and consulting Tribes and other consulting parties to the undertaking will have 30 calendar days from receipt to review and comment. The Grantee will address and incorporate comments as appropriate. This measure is considered complete when OR SHPO and consulting Tribes and other consulting parties to the undertaking are notified that the panel(s) have been installed (including a photograph of the panel at the agreed upon site).

- **Written Report:** The Grantee will produce a written report on [include theme and timeframe]. The report will utilize primary and secondary sources and incorporate historic and current maps and photographs. The report will be formatted and written in a way that is publicly accessible and appealing. The draft report will be provided to OR SHPO and consulting Tribes and other consulting parties to the undertaking, who will each have 30 calendar days following receipt to review and comment. The Grantee will address and incorporate comments as appropriate. The final report will be submitted to the OR SHPO, consulting Tribes and other consulting parties to the undertaking. This measure is considered complete when all copies have been provided to the appropriate parties and the report is made available to the public. The Grantee will engage and coordinate with Tribes and underrepresented and underserved communities to include their perspectives and histories in all material produced.
- **ArcGIS Story Map:** The Grantee will develop an ArcGIS Story Map (<https://storymaps.arcgis.com/>) on [include topic/theme]. The Story Map will include current and historic photographs and maps. The draft content and images will be provided to OR SHPO and consulting Tribes and other consulting parties to the undertaking, who will each have thirty 30 calendar days from receipt to review and comment. The Grantee will address and incorporate comments as appropriate. This measure is considered complete when the Story Map is published, and the link is provided to OR SHPO and consulting parties to the undertaking (through a press release).
- **Historic Context Statement:** The Grantee will prepare a historic context statement for the [insert geographic boundaries, associated themes and subjects, and time frame]. The historic context statement will include all the elements identified in *The Components of a Historic Context: A National Register White Paper* (Barbara Wyatt, April 9, 2009) and other applicable National Register Bulletins. The Grantee will provide the draft context statement to OR SHPO and consulting Tribes and other consulting parties to the undertaking, who will each have 30 calendar days from receipt to review and comment. NMFS/Grantee will incorporate comments as appropriate. The final report will be submitted to the OR SHPO and consulting Tribes and other consulting parties to the undertaking. This measure is considered complete when all copies have been provided to the appropriate parties and the context is made available to the public.
- **Data Recovery:** (This measure should only be implemented if an eligible or listed archaeological site will be adversely affected and the site is eligible under Criterion D.) The Grantee will prepare a data recovery plan using the most recent Secretary of the Interior's Standards for Archaeology and Historic Preservation. This plan will include, at minimum, field methodology, curation

standards, reporting expectations, and public outreach and education. The Grantee will provide the data recovery plan to OR SHPO and consulting Tribes and other consulting parties to the undertaking, who will each have 30 calendar days from receipt to review and comment. The Grantee will incorporate comments as appropriate and then implement the plan. If the historic property is Native American in nature, then the Grantee will provide consulting Tribes the opportunity to monitor and participate in data recovery efforts. Following implementation of the plan, the Grantee will produce a report detailing the methodology, results, and analysis of the data recovery efforts. This measure is considered complete when all terms of the data recovery plan have been carried out and OR SHPO, consulting Tribes, and other consulting parties to the undertaking are provided the final report.

- **Intensive Surface Recordation:** (This measure should only be implemented if an eligible or listed archaeological site will be adversely affected and the site is eligible under Criterion D and there is no information that can be gained from subsurface excavation.) The Grantee will prepare an intensive surface recordation plan using the most recent Secretary of the Interior's Standards for Archaeology and Historic Preservation. This plan will include, at minimum, field methodology, surface recordation, reporting expectations (if necessary), curation standards (if necessary), and public outreach and education. The Grantee will provide the intensive surface recordation plan to OR SHPO and consulting Tribes and other consulting parties to the undertaking, who will each have 30 calendar days from receipt to review and comment. The Grantee will incorporate comments as appropriate and implement the plan. If the historic property is Native American in nature, then the Grantee will provide consulting Tribes the opportunity to monitor and participate in data recovery efforts. Following implementation of the plan, the Grantee will produce a report detailing the methodology, results, and analysis of the data recovery efforts. This measure is considered complete when all terms of the intensive surface recordation plan have been carried out and the OR SHPO, consulting Tribes, and other consulting parties to the undertaking are provided with the final report.
- **Scientific Analysis:** The Grantee will complete scientific analysis of [insert the collection – could be archaeological resources or other historic fabric (e.g., dendrochronology)]. This analysis will include [note type of analysis that will be completed (obsidian sourcing, soil boring, radiocarbon dates, etc.)]. All analyses will be completed by a reputable source with appropriate experience, equipment, and personnel. The Grantee will prepare a research design for analysis and submit to the OR SHPO and consulting Tribes and other consulting parties to the undertaking, who will each have 30 calendar days from receipt to review and comment. The Grantee will incorporate comments as appropriate and then analyze the collection. The Grantee will prepare a report summarizing the analysis and findings. This measure is considered complete when the report is submitted to OR SHPO, consulting Tribes, and other consulting parties to the undertaking.
- **Coffee Table Book, Monograph, or Other Special Report:** The Grantee will prepare a report on [include theme and timeframe]. [Include information on the type of report, which should be of notable design and publication format.] The Grantee will provide the draft report to OR SHPO, consulting Tribes and other consulting parties to the undertaking, who will each have 30 calendar days from receipt to review and comment. The Grantee will address and incorporate comments as appropriate. The Grantee will submit the final report to OR SHPO, consulting Tribes, and other consulting parties to the undertaking. This measure is considered complete

when all copies have been provided to the appropriate parties and the report is made public. The Grantee will engage and coordinate with Tribes and underrepresented and underserved communities to include their perspectives and histories in all material produced.

- **Survey and Inventory:** The Grantee will complete survey and inventory efforts to identify historic properties [insert geographic region of study]. Evaluation will be focused on identifying, recording, and evaluating [insert property type that will be the focus of the study (e.g., buildings relocated during construction, pre-contact archaeological sites)]. [Insert specific details about the scope and scale of the survey and inventory efforts including the number of properties, acreage, etc.]. All forms will include, at minimum, maps and GIS data, a description of the physical appearance and current condition, history of the property, photographs, and an evaluation of NRHP significance. The Grantee will provide the documentation and site forms to the OR SHPO, consulting Tribes, and other consulting parties to the undertaking, who will each have 30 calendar days following receipt to review and comment. The Grantee will incorporate comments as appropriate and finalize. This measure will be considered complete when all final documentation and site forms are submitted to OR SHPO, consulting Tribes and other consulting parties to the undertaking.
- **Public Presentation:** The Grantee will prepare a public presentation on [insert the topic and theme]. The public presentation will be held at the [insert publicly accessible location] and be recorded with video. The Grantee will advertise the lecture to the public and notify the OR SHPO, consulting Tribes, and other consulting parties to the undertaking at least 30 calendar days before the presentation. The Grantee will send a copy of the recording to the OR SHPO, consulting Tribes, and other consulting parties to the undertaking. This measure will be considered complete after the presentation is conducted and once all appropriate parties have received the presentation.
- **Professional Conference Presentation or Session:** The Grantee will prepare a professional conference [presentation or session] on [insert the topic and theme] to be presented at the [insert conference]. NMFS/Grantee will invite consulting Tribes and other consulting parties to the undertaking to attend the [presentation or session] at least 30 calendar days before the conference. This measure is considered complete when the OR SHPO and consulting parties to the undertaking have been notified that the conference [presentation or session] was given.
- **Journal Article:** The Grantee will prepare a journal article on [insert topic and theme]. In addition to the review required for the journal selected for publication, NMFS/Grantee will provide a copy of the journal article to the OR SHPO, consulting Tribes, and other consulting parties to the undertaking who will each have 30 calendar days from receipt to review and comment. The Grantee will incorporate comments as appropriate. This measure is considered complete when the OR SHPO, consulting Tribes, and other consulting parties to the undertaking have been notified that the article has been published and a copy is provided to the OR SHPO and consulting Tribes and other consulting parties to the undertaking.
- **Public Outreach Materials:** The Grantee will prepare public outreach materials on [insert topic]. [Include description of the type of materials, including signage, pamphlets, training materials for volunteers, etc.] The Grantee will provide the materials to the OR SHPO, consulting Tribes, and

other consulting parties to the undertaking, who will each have 30 calendar days following receipt of materials to review and comment. This measure is considered complete when the Grantee provides OR SHPO, consulting Tribes, and other consulting parties to the undertaking with copies of the final outreach materials.

- **Archival Digitization:** The Grantee will fund the [insert organization, could include historical societies, local museums, universities, etc.] to digitize [include specific historic collections. This could include historic photographs, contracts, manuals, reports, 3-D scans of artifacts or built resources, etc.] to the highest standards. Digitized collections will be made available either on the organization's website free of charge to the public or elsewhere if the organization does not have the appropriate infrastructure to publish collections. This measure is considered complete when the OR SHPO, consulting Tribes, and other consulting parties to the undertaking are notified of the posting and provided with a list of all materials digitized and uploaded.
- **GIS Digitization:** The Grantee will digitize geospatial records and upload to GIS records, creating layers that illustrate past modification to the landscape. All records will be subject to quality control and geo-referencing processes to ensure the highest level of accuracy. This measure is considered complete when the OR SHPO, consulting Tribes, and other consulting parties to the undertaking are provided the GIS layer for their records and a list of all materials digitized and referenced. Certain records or layers may not be made publicly accessible due to security concerns.
- **Alternate Property Preservation:** *(This measure should only be implemented if there is no feasible and prudent mitigation for the historic property being adversely affected.)* The Grantee will complete preservation efforts at the [include property] including [insert the preservation or stabilization efforts that will be taken]. Prior to implementing these efforts, the Grantee will prepare a plan capturing the efforts that will be taken to preserve the property. All efforts will meet the Secretary of the Interior's Standards and Guidelines for Preservation and appropriate Preservation Briefs (<https://www.nps.gov/orgs/1038/technical-briefs.htm> and <https://www.nps.gov/tps/how-to-preserve/briefs.htm>) and current standards. The Grantee will provide the plan to OR SHPO, consulting Tribes, and other consulting parties to the undertaking, who each have 30 calendar days from receipt of the plan to review and comment. The Grantee will incorporate comments as appropriate, finalize, and implement. This measure is considered complete when all preservation efforts are completed, and the OR SHPO, consulting Tribes, and other consulting parties to the undertaking are notified.
- **National Register of Historic Places Nomination:** NMFS/The Grantee will prepare a National Register of Historic Places nomination for [insert property] following appropriate state and federal guidance. This measure is considered complete when approved by the State Advisory Committee on Historic Preservation.

APPENDIX E –SECTION 106 DOCUMENTATION REVIEW CHECKLIST

Cultural Resources Section 106 Report Review

PROJECT INFORMATION	
PCSRF Project ID Number:	
OWEB Grant Number:	
Project Name:	
Subgrantee:	
Expected project implementation date (if known):	
Review Date and Reviewer:	

CHECKLIST	NOTES:
☐ Includes OR SHPO Report Cover Page	
☐ Report is prepared by a person or persons meeting, at a minimum, the Secretary of Interior's Professional Qualifications Standards for Archaeology, History, or Architectural History, as appropriate	
☐ Funding source is correct and project name and/or number referenced.	
☐ Landownership indicates review under the appropriate regulatory context - (Mark all that apply) ☐ Federal ☐ Non-federal public ☐ Private ☐ Tribal	
☐ Tribes contacted or consulted on (Mark all that apply): ☐ Determination(s) of Eligibility ☐ Effects on Historic Properties of Religious and Cultural Significance to Indian Tribes (HPRCSIT) ☐ Finding of Effect	
☐ Other groups contacted or consulted?	
☐ Proposed actions and APE described correctly.	
☐ Proper Regulatory contexts provided	
☐ Ethnographic and historical context provided	
☐ Built Environment resources over 45 years old addressed	
CHECKLIST	NOTES:
☐ Report makes adequate recommendations of eligibility for all cultural resources (archaeological sites/isolates/built	

	environment/HPRCSITs) in the APE using all National Register criteria.	
☐	Report draws a conclusion on effects to historic properties and provides a recommendation on how to proceed with project work.	
MAPS		NOTES:
☐	Area of Potential Effects map(s) appropriately depict all areas of disturbance, direct and indirect effects, including depth of ground disturbance and height of any proposed structures.	
☐	Maps include a 7.5-minute USGS quad map including Township, Range, and Section.	
☐	Includes a map of survey coverage and sample locations (could be separate maps)	
☐	Spatial data of APE, survey coverage, testing units, and cultural resource locations as applicable.	
OTHER ATTACHMENTS/APPENDICES:		NOTES:
☐	Report Forms: (Typically found in Appendix) Archaeological Sites Recorded: ☐ Yes ☐ None noted Built Environment Resources Recorded: ☐ Yes ☐ None noted	
☐	Representative photos of project/survey area, soil profiles, ground cover, etc. as applicable.	
☐	Inadvertent Discovery Plan (IDP) included and complete	

Additional Notes

APPENDIX F – Part 1: DEFINITIONS

Agreement: This Programmatic Agreement.

Applicant: A person or entity applying to the Grantee or to a Subgrantee who received PCSRF funds and is primarily responsible for execution of the project, also known as the project proponent.

Archaeological Inadvertent Discovery Plan: A document produced by OR SHPO and LCIS that outlines best management practices and procedures for a post-Section 106 review discovery of an archaeological resource or human remains during project implementation. This document shall be used as a guide to help ultimately comply with post-review discoveries and can be modified with project-specific information to give to contractors and field crew.

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

Built Environment Desktop Review (BEDR): A review of the built environment potential of the area, including use of aerial photographs and maps, parcel history, and archival research. The process is outlined in Appendix A – Part 2.

Concurring Party: A consulting party invited to express agreement with the contents of the Agreement through their signature, but who does not have the authority to amend or terminate the Agreement.

Consulting Party: Organizations and individuals, including Indian Tribes, having demonstrated legal or economic relationship to the PCSRF program or affected properties, or concern with the program's effects on historic properties. For purposes of this Agreement, parties described in 36 C.F.R. Section 800.14(b)(2)(i) that responded to NMFS's outreach and invitation to consult on the Agreement.

consulting party: Organization and individuals that may demonstrate an interest in individual undertakings funded by the PCSRF program, including Indian Tribes, regarding their legal or economic relation to the undertaking or affected properties, or their concern with the undertaking's effects on historic properties (36 C.F.R. 800.3(f) and 36 C.F.R. 800.6(2)(a)).

Cultural Resources: Any building, site, structure, object, district, place, or item made or modified by human beings, associated with any culture, and over 50 years of age.

Cultural Resources Risk Assessment Matrix (CRRAM): A scoring rubric in Appendix C – Part 3 of the Agreement that determines the overall risk that individual PCSRF-funded projects affect cultural resources.

Effect: Alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register (36 C.F.R. Section 800.16(l)). Alteration to the integrity of character-defining features of a historic property qualifying it for inclusion in or eligibility for the National Register.

Equipment staging: An area of a project site on which people, vehicles, equipment, or material are assembled before use.

Field Check: An in-person site visit conducted by an archaeologist or architectural historian to determine the likelihood that buildings, structures, objects, districts, or surficial or buried cultural archaeological deposits may be encountered during project on-site activities. Methods may vary, such as pedestrian transects or exploratory hand-auguring/shovel tests, and are project, site, and context-specific.

Grantee: Oregon Watershed Enhancement Board

Ground Disturbing Activities: Any action or activity, including any excavation, drilling, boring, soil testing, grading, planting or other activity that disturbs the existing ground in any manner. This includes removal of existing plants, equipment, signage, or other object(s) from the existing intact soils. This does not include staging or vehicle traffic on existing roads or vehicle transport through staging areas, so long as the vehicles do not disturb the existing intact soils.

Historic Property: Any precontact or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance or significance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 C.F.R. Section 800.16(l)(1)).

Historic American Buildings Survey (HABS): Documentation of the achievements in architectural design in the United States and its territories through a comprehensive range of building types, for inclusion in the Library of Congress. The National Park Service's documentation guidelines provide detailed information on how to execute measured drawings, photographs, and historical reports in conformance with the Secretary of the Interior's *Standards and Guidelines for Architectural and Engineering Documentation* and supplemental program requirements.

Historic American Engineering Record (HAER): Documentation of the achievements in engineering design in the United States and its territories through a comprehensive range of engineering technologies, for inclusion in the Library of Congress. The National Park Service's documentation guidelines provide detailed information on how to execute measured drawings, photographs, and historical reports in conformance with the Secretary of the Interior's *Standards and Guidelines for Architectural and Engineering Documentation* and supplemental program requirements.

Historic American Landscapes Survey (HALS): Documentation of the achievements in landscape design in the United States and its territories through a comprehensive range of landscapes, for inclusion in the Library of Congress. The National Park Service's documentation guidelines provide detailed information on how to execute measured drawings, photographs, and historical reports in conformance with the Secretary of the Interior's *Standards and Guidelines for Architectural and Engineering Documentation* and supplemental program requirements.

In writing: In this Agreement, the term "in writing" can refer to anything written by hand or by typing/computer in a formal letter, an electronically transmitted letter, or in an email.

Land Modification: Any activity that includes modifying the existing landscape that has not been previously disturbed, including laying down geotextile fabric and dumping of fill material, uprooting trees, or parking or staging large equipment or vehicles.

National Historic Landmark: A historic property that the Secretary of the Interior has designated a National Historic Landmark (36 C.F.R. Section 800.16(p)).

National Register of Historic Places (National Register): The National Register of Historic Places maintained by the Secretary of the Interior (36 C.F.R. Section 800.16(q)).

National Register Criteria: The criteria established by the Secretary of the Interior for use in evaluating the eligibility of properties for the National Register (36 C.F.R. Part 60)

Non-Destructive Methods: Methods that will not entail any land modifications, native soil disturbance, equipment staging, or will entail minor action occurring only in areas previously disturbed by paving, and/or gravel (that will not extend beyond the gravel substrate), or non-native, imported commercial soils (i.e. not fill soils); or will replace, remove, or modify a feature within the same footprint. Any equipment must ingress and egress on existing roads and be staged on existing road pull-outs or widened areas.

Notice of Completion: A notification in writing from OWEB to NMFS, notifying NMFS that the Section 106 process is complete and the supporting documentation is attached. The supporting document must include, but is not limited to:

1. Area of Potential Effects (APE) map (see Appendix F – Part 1: Definitions);
2. A study or studies documenting APE, identification, assessment of effects, and resolution of adverse effects. The Grantee is responsible for ensuring that the standards in Stipulation V are met;
3. Support and justification for the application of the National Register of Historic Places criteria for significance (36 C.F.R. Section 60.4) to all properties (as defined in Appendix F – Part 1) in the APE;
4. A record of outreach conducted for identifying consulting parties to each undertaking and notifying the public; and
5. A record of conferring with consulting parties, including consulting Tribes, to each undertaking.

On-site activities: Any project-related activities that happen on the project site, including, but not limited to, equipment, material, or vehicle staging, paving, grading, trenching, grubbing, vegetation removal, and tilling.

PCSRF Project Database: An online database that lists every type of project or activity that qualifies for PCSRF funding. Each qualifying project or activity is included in one of six primary project category types. The database categories are further described in Appendix A of this Agreement. The database is publicly accessible on NOAA Fisheries' PCSRF Project and Performance Metrics Database website, and includes a list and an interactive map.

Pedestrian Survey: A field surface survey conducted by a qualified archaeologist and/or architectural historian, utilizing consistently spaced and oriented transect intervals during which exposed ground

surfaces are examined for the presence of material culture related to historic properties. May also include exploratory hand-auguring/shovel tests to aid in identification.

Preliminary Desktop Cultural Resources Assessment (PDCRA): A document or series of documents providing information regarding the project and the results of cultural background research to assess the overall cultural sensitivity of the project area and determine whether the project may be excluded from further review. The contents are detailed in Appendix A – Part 2 of this Agreement.

Preliminary Project Description Assessment (PPD Assessment): A review of documentation providing information regarding the project assessed by the Grantee, or a subgrantee that is issued funds prior to their dispersal to project applicants, using the CRRAM in Appendix C – Part 3 to determine whether there is sufficient information for a project in Appendix A – Part 2 to be excluded from further review, or should have a PDCRA prepared. The contents are detailed in Appendix A – Part 2 of this Agreement.

Project Area: All areas where on-site project activities are planned to occur, including, but not limited to, equipment, material, or vehicle staging, paving, grading, trenching, grubbing, vegetation removal, tilling etc. The project area is established at the preliminary application stage prior to determining whether the undertaking is excluded from further review and necessitating an APE map.

PCSRF-Funded: Any project funded in any part by PCSRF funds or State funds required to be issued to match PCSRF funding (aka “match” funding).

Previously Disturbed: an area of land that has been paved or built over, and areas of non-paved land that have been dug up or moved, such as land comprised of or mixed with imported gravel fill or other material in the past 20 years.

Responsible Entity: The entity (in this instance, OWEB, also known as the Grantee) responsible for fulfilling the routine tasks for Section 106 compliance as outlined in the Agreement, including Tribal outreach and informal consultation with Tribes.

Routine Maintenance: Activities to maintain operations or structures **using non-destructive methods** only, including:

1. Manual cleaning of screen material, bypass pipes, water diversion weir boards, fishways, and trash racks.
2. Removal by hand of accumulated debris to ensure safe landing in bypass outfall, or removal by machine of large rocks or boulders in the bypass outfall using non-destructive methods.
3. Inspection and replacement of screen seal material.
4. Manual adjustment of screen and fishway parts and water diversion weir boards.
5. Trimming encroaching vegetation that prevents fish screen operation
6. Application of herbicide approved by label for federally approved waterways and wetlands to encroaching vegetation that prevents fish screen operation.

Application of herbicides approved by label for federally approved waterways and wetlands to encroaching vegetation that prevents fish screen operations is an activity that falls within the definition of routine maintenance; however, additional reporting by the Grantee is required for

these activities. The Grantee will send notification letters to Tribes whose ancestral lands overlap with the planned maintenance at least 30 days prior to the application of herbicide. The Grantee may delegate this task to a Subgrantee that receives funds prior to disbursement to project applicants, provided the Grantee approves and retains responsibility for the notification. Notification letters for multiple projects being implemented by the same subgrantee may be bundled. Letters will include the location, boundaries, and approximate timing of application and the herbicides to be applied.

7. Replacement of worn-out or defective components such as wipers, chains, gears, batteries and/or solar panels.
8. Assessment and repair of concrete or steel support structures using non-destructive methods.
9. Replacement or modification of pump screens, or addition of pump screens to existing pumps.
10. Installation or replacement of walkways, handrails or other safety measures to allow for safe access, operation and maintenance.

Rural Area: an area of low population density with open swaths of land that has few homes or other buildings.

Signatory: Any party that assumes responsibility under this Agreement and who has the authority to amend or terminate the Agreement. Includes required and invited signatories (36 C.F.R. 800.6(c)(1) and 36 C.F.R. 800.6(c)(2)).

State Historic Preservation Officer (SHPO): The official appointed or designated pursuant to section 101(b)(1) of the act to administer the State historic preservation program or a representative designated to act for the State historic preservation officer (36 C.F.R. Section 800.16(v)).

Subgrantee: A person or entity that is the sub-recipient of PCSRF funding or match funding from the Grantee.

Tribes or Indian Tribes: An Indian Tribe, band, nation, or other organized group or community, including a native village, regional corporation or village corporation, as those terms are defined in Section 3 of the Alaska Native Claims Settlement Act (43 U.S.C. Section 1602), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians (36 C.F.R. Section 800.16(m))

Tribal Land: Tribal lands as defined in 54 U.S.C. Section 300319: all lands within the exterior boundaries of any Indian reservation and all dependent Indian communities as defined in 36 C.F.R. Section 800.16(x).

Tribal Historic Preservation Officer (THPO): The Tribal official appointed by the Tribe's chief governing authority or designated by a Tribal ordinance or preservation program who has assumed the responsibilities of the SHPO for purposes of section 106 compliance on Tribal lands in accordance with Section 101(d)(2) of the act (36 C.F.R. Section 800.16(w)).

Undertaking: A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency, including those carried out by or on behalf of a federal agency; those

carried out with federal financial assistance; and those requiring a federal permit, license or approval (36 C.F.R. Section 800.16(y)).

Urban Area: A city, town, or suburb with a high population density, 2,000 housing units or more, and a population of 5,000 or more.

Vicinity: Within the immediate surrounding environment to an extent that is reasonably agreed is appropriate for the action. Example: If the APE is only a 10-foot radius, it would be reasonably appropriate to stop work within the entire APE if a post-review discovery occurred. If the APE is 5 acres, it would be reasonably appropriate to stop work within 100 feet of a post-review discovery.

Worker Environmental Awareness Training (WEAT): Training given to all construction personnel either on-site or via digital platform prior to on-site project activities that details the types of resources that may be encountered during project implementation and the steps to follow if a post-review discovery of cultural material occurs. All on-site contractors must take this training if prescribed by the screening process in Appendix A – Part 2 and the project applicant shall keep a record of all in attendance at the training with a sign-in sheet. Training can be given by a qualified professional archaeologist and/or Native American, as appropriate.

APPENDIX F – Part 2: ACRONYMS

ACHP: Advisory Council on Historic Preservation

APE: Area of Potential Effects

BEDR: Built Environment Desktop Review

C.F.R.: Code of Federal Regulations

CRRAM: Cultural Resources Risk Assessment Matrix

ESA: Endangered Species Act

F.R.: Federal Register

HABS: Historic American Buildings Survey

HAER: Historic American Engineering Record

HALS: Historic American Landscape Survey

HPRCISIT: Historic Properties of Religious and Cultural Significance to Indian Tribes

HPSR: Historic Properties Screening Report

IDP: Archaeological Inadvertent Discovery Plan

LCIS: Oregon Legislative Commission on Indian Services

MOA: Memorandum of Agreement

NHPA: National Historic Preservation Act

NMFS: National Marine Fisheries Service

NRHP: National Register of Historic Places

OARRA: Oregon Archaeological Records Remote Access

OWEB: Oregon Watershed Enhancement Board

O.R.S.: Oregon Revised Statutes

OR SHPO: Oregon State Historic Preservation Officer

PDCRA: Preliminary Desktop Cultural Resources Assessment

PCSRF: Pacific Coastal Salmon Recovery Fund

PPD: Preliminary Project Description

U.S.C.: United States Code

UTM: Universal Transverse Mercator

WEAT: Worker Environmental Awareness Training