

**APPENDIX O. DRAFT PROGRAMMATIC AGREEMENT  
REGARDING COMPLIANCE WITH THE NHPA  
ON THE RESOLUTION COPPER PROJECT  
AND SOUTHEAST ARIZONA LAND EXCHANGE**



1 PROGRAMMATIC AGREEMENT  
2 AMONG THE  
3 USDA FOREST SERVICE TONTO NATIONAL FOREST,  
4 ARIZONA STATE HISTORIC PRESERVATION OFFICER,  
5 THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
6 REGARDING  
7 COMPLIANCE WITH THE NATIONAL HISTORIC PRESERVATION ACT  
8 ON THE RESOLUTION COPPER PROJECT  
9 AND SOUTHEAST ARIZONA LAND EXCHANGE  
10 NEAR SUPERIOR, ARIZONA  
11  
12

13 **1. WHEREAS**, Resolution Copper Mining, LLC (Resolution Copper), proposes to conduct mining  
14 operations on land administered by the U.S. Department of Agriculture (USDA) Forest Service (Forest  
15 Service) Tonto National Forest (TNF), land administered by the Arizona State Land Department (ASLD),  
16 and private land near Superior, Pinal County, Arizona, based on a General Plan of Operations (GPO); and  
17

18 **2. WHEREAS**, the GPO details Resolution Copper’s proposed mining operations as consisting of five  
19 locations: East Plant Site, West Plant Site, Tailings Facility and Tailings Corridor, Magma Arizona  
20 Railroad Company (MARRCO) corridor, and Filter Plant and Loadout Facility, with the five locations  
21 presented in the GPO estimated to disturb a total of 6,951 acres of TNF, ASLD, and private land within a  
22 13,713-acre project area; and  
23

24 **3. WHEREAS**, the GPO includes the mining and processing (concentrator and filter plant/rail loadout)  
25 operations, transportation corridors for conveying concentrate and tailings, utility corridors, and a tailings  
26 facility; and  
27

28 **4. WHEREAS**, TNF and Resolution Copper have developed alternatives for comparative analysis and  
29 compliance with the National Environmental Policy Act (NEPA, 42 United States Code [U.S.C.] 4321  
30 et seq.) that may include transportation and utility corridors, tailings storage facilities, and a Filter Plant  
31 and Loadout Facility on U.S. Department of the Interior Bureau of Land Management (BLM) Tucson  
32 Field Office, TNF, ASLD, and private lands; and  
33

34 **5. WHEREAS**, on December 12, 2014, Congress passed the Southeast Arizona Land Exchange and  
35 Conservation Act (Section 3003 of Public Law 113-291), which authorizes a land exchange between the  
36 U.S. government (U.S. Department of Agriculture and U.S. Department of the Interior) and Resolution  
37 Copper. Under the exchange, Resolution Copper will receive 2,422 acres of land known as the Oak Flat  
38 Federal Parcel (Selected Lands) managed by the Forest Service in exchange for 5,376 acres of private  
39 land (Offered Lands) owned by Resolution Copper consisting of eight parcels: Apache Leap South End  
40 Parcel (142 acres) near Superior in Pinal County; Tangle Creek Parcel (148 acres) in Yavapai County;  
41 Turkey Creek Parcel (147 acres) in Gila County; Cave Creek parcel (149 acres) near Cave Creek in  
42 Maricopa County; East Clear Creek Parcel (640 acres) near Payson in Coconino County; Lower San  
43 Pedro River Parcel (3,050 acres) near Mammoth in Pinal County; Appleton Ranch Parcel (940 acres) near  
44 Elgin in Santa Cruz County; and Dripping Springs Parcel (160 acres) near Kearny in Gila and Pinal  
45 Counties; and  
46

47 **6. WHEREAS**, both the land exchange mandated by the Southeast Arizona Land Exchange and  
48 Conservation Act and the approval of the GPO submitted by Resolution Copper constitute a Federal  
49 undertaking (Undertaking) as defined by 36 Code of Federal Regulations (CFR) 800.16(y) which requires  
50 compliance with Section 106 of the National Historic Preservation Act (NHPA); and

- 1 **7. WHEREAS**, the TNF is the lead agency for the Section 106 compliance process; and  
2
- 3 **8. WHEREAS**, the TNF has consulted with the Arizona State Historic Preservation Officer (SHPO)  
4 pursuant to 36 CFR 800.6 regarding the resolution of adverse effects and SHPO is a Signatory to this  
5 Programmatic Agreement (Agreement); and  
6
- 7 **9. WHEREAS**, the BLM Tucson Field Office is considering issuing Federal authorizations related to the  
8 mitigation, construction, operation, maintenance, and reclamation of portions of the proposed  
9 Undertaking that must comply with Section 106 of the NHPA and applicable portions of the  
10 Archaeological Resources Protection Act (ARPA; 16 U.S.C. 470aa–470mm), the American Indian  
11 Religious Freedom Act (42 U.S.C. 1996), and the Native American Graves Protection and Repatriation  
12 Act (NAGPRA; 25 U.S.C. 3001 et seq.), and the BLM is participating as an Invited Signatory to this  
13 Agreement; and  
14
- 15 **10. WHEREAS**, the Arizona State Museum (ASM) has been invited to participate because it has  
16 mandated authority and responsibilities under the Arizona Antiquities Act, Arizona Revised Statutes  
17 (ARS) 41-841 et seq., that apply to that portion of the Undertaking on State land, and mandated authority  
18 and responsibilities under ARS 41-865 that apply to that portion of the Undertaking on private land; and  
19
- 20 **11. WHEREAS**, any testing and data recovery necessitated by the Undertaking, located on State land,  
21 must be permitted by the ASM pursuant to ARS 41-842, and ASM is an Invited Signatory to this  
22 Agreement; and  
23
- 24 **12. WHEREAS**, the U.S. Army Corps of Engineers (USACE) may be responsible for issuing a Clean  
25 Water Act Section 404 permit for the Undertaking, and recognizes the TNF as the lead Federal agency, and  
26 is an Invited Signatory to this Agreement under 36 CFR 8002(a)(2) to act on its behalf under Section 106,  
27 and  
28
- 29 **13. WHEREAS**, the Undertaking includes State Trust land administered by the ASLD, and the ASLD  
30 may use provisions of this Agreement to address the applicable requirements of the Arizona State Historic  
31 Preservation Act (ARS 41-861 et seq.) on State land in Arizona, and the ASLD is an Invited Signatory to  
32 this Agreement; and  
33
- 34 **14. WHEREAS**, Resolution Copper, as an applicant and consulting party, is entitled to participate in the  
35 Section 106 consultation process under 36 CFR 800.2(c)(4) and in the development of this Agreement per  
36 36 CFR 800.6(a)(2), because of its obligations and duties to implement the mitigation measures as  
37 required under both the Southeast Arizona Land Exchange Act (Sec. 3003) and the Agreement, and is an  
38 Invited Signatory under 36 CFR 800.6(c)(2)(iii); and  
39
- 40 **15. WHEREAS**, the TNF has assumed the lead Federal agency status for government-to-government  
41 consultation with Indian Tribes, and has the delegated authority of the Secretary of Agriculture to  
42 implement the Southeast Arizona Land Exchange including the mandate to “*consult with Resolution  
43 Copper and seek to find mutually acceptable measures to—(i) address the concerns of the affected Indian  
44 tribes; and (ii) minimize the adverse effects on the affected Indian tribes resulting from mining and  
45 related activities on the Federal land conveyed to Resolution Copper under this section.*  
46 (Sec. 3003(c)(3))”; and  
47
- 48 **16. WHEREAS**, during project initiation in 2008, the Forest Service initiated consultation with the  
49 Tribes they regularly consult—the Fort McDowell Yavapai Nation, the Gila River Indian Community, the  
50 Hopi Tribe, the Mescalero Apache Tribe, the Pueblo of Zuni, the Salt River Pima-Maricopa Indian

1 Community, the San Carlos Apache Tribe, the Tonto Apache Tribe, the White Mountain Apache Tribe,  
2 the Yavapai-Apache Nation, and the Yavapai Prescott Indian Tribe; and

3 **17. WHEREAS**, additional locations have been proposed for the permanent disposal and management of  
4 the mine tailings, including the alternative on BLM land, and BLM routinely consults with four additional  
5 Tribes—the Ak-Chin Indian Community, the Fort Sill Apache Tribe, the Pascua Yaqui Tribe, and the  
6 Tohono O’odham Nation—that may also have traditional and/or cultural interests within the expanded  
7 environmental impact statement (EIS) analysis area; and  
8

9 **18. WHEREAS**, the TNF has invited all 15 Tribes to participate as concurring parties in this Agreement,  
10 and additional Tribes may be added and/or removed at their request as the consultation progresses and as  
11 the project scope and area of potential effects (APE) are finalized; and  
12

13 **19. WHEREAS**, TNF has determined due to the scale and complexity of the Undertaking that it will  
14 develop a Programmatic Agreement, pursuant to 36 CFR 800.14(b)(1), to address further identification  
15 requirements and resolution of adverse effects; and  
16

17 **20. WHEREAS**, in accordance with 36 CFR 800.6(a)(1), the TNF notified the Advisory Council on  
18 Historic Preservation (ACHP) of its adverse effect finding, provided the specified documentation, and  
19 invited the ACHP to participate in consultation (using the ACHP’s e-file notification system on  
20 December 7, 2017), and the ACHP has chosen to participate in this Agreement (letter dated December 21,  
21 2017); and  
22

23 **21. WHEREAS**, the proposed action and all alternatives encompasses 40,988 acres and multiple land  
24 jurisdictions as shown on figure 1 in Appendix A, and consists of the Selected Lands leaving the  
25 jurisdiction of the Federal Government (2,422 acres) per Section 3003 of Public Law 113-291, and the  
26 project components and all alternatives associated with the Resolution Copper GPO (38,566 acres not  
27 including those also within the land exchange); and  
28

29 **22. WHEREAS**, the direct APE for ground disturbance will consist of the Oak Flat Federal Parcel and  
30 the GPO with the selected tailings alternative; and  
31

32 **23. WHEREAS**, the indirect APE consists of a 2-mile buffer around the direct APE and its alternatives  
33 with multiple land jurisdictions as shown on figure A.1 in Appendix A; and  
34

35 **24. WHEREAS**, the atmospheric APE including visual and auditory effects and the cumulative APE  
36 together consist of a 6-mile buffer around the direct APE and its alternatives with multiple land  
37 jurisdictions as shown on figure A.1 in Appendix A; and  
38

39 **25. WHEREAS**, this project is located within the adjudicated territory of the Salt and Gila River Tribes;  
40 however, this landscape is important to many tribes and has been for many generations. It continues to  
41 this day to be utilized for cultural and spiritual purposes.  
42

43 **26. WHEREAS**, the Forest has consulted regularly with eleven federally-recognized tribes that are  
44 culturally affiliated with the lands that stand to be affected. Tribes have had the opportunity to be active in  
45 the consultation, review and comment processes of the project. No tribe supports the  
46 desecration/destruction of ancestral sites. Places where ancestors have lived are considered alive and  
47 sacred. It is a tribal cultural imperative that these places should not be disturbed for any reason. Continued  
48 access to the land and all its resources is necessary and should be accommodated for present and future  
49 generations. Participation in the design of this destructive activity has caused considerable emotional  
50 stress and brings direct harm to the traditional way of life to tribes; however, it is still deemed necessary

1 to ensure ancestral homes and ancestors receive the most thoughtful and respectful treatment possible.  
2 These eleven tribes represent four cultural groups with ties to the traditional homelands: Akimel  
3 O’Odham (Gila River Indian Community, Salt River Pima-Maricopa Indian Community), Puebloan  
4 (Hopi Tribe, Pueblo of Zuni), Apache (Mescalero Apache Tribe, San Carlos Apache Tribe, Tonto Apache  
5 Tribe, White Mountain Apache Tribe, Yavapai-Apache Nation), and Yavapai (Fort McDowell Yavapai  
6 Nation, Yavapai Apache Nation, Yavapai Prescott Indian Tribe. Consultation has identified two distinct  
7 culturally-affiliated treatments of Native American human remains and cultural items, based on whether  
8 they are prehistoric or protohistoric/historic in age. These two distinctions will determine specific  
9 treatment protocols for ancestral sites and remains.

10  
11 **27. WHEREAS**, 721 archaeological sites (both prehistoric and historic), one traditional cultural property  
12 (TCPs), and 11 places of traditional religious and cultural significance have been identified to date within  
13 the direct APE, with surveys ongoing (see figures in Appendix B for identified historic properties and  
14 previous survey report references); and

15  
16 **28. WHEREAS**, the TNF, in consultation with the SHPO, has determined that 523 archaeological sites  
17 are eligible for the National Register of Historic Places (NRHP) under Criterion D, as well as one TCP  
18 that has been listed in the NRHP under Criteria A, B, C, and/or D; and

19  
20 **29. WHEREAS**, additional inventory efforts needed to completely identify cultural resources within the  
21 direct, atmospheric, and indirect APEs will likely add additional NRHP-eligible historic properties, and  
22 TNF will continue to seek concurrence on its determinations of eligibility and effect from the SHPO as  
23 further cultural resource inventories are completed for the remainder of the project; and

24  
25 **30. WHEREAS**, for portions of the direct APE that have not already been surveyed for cultural  
26 resources, the TNF proposes to phase any remaining identification and evaluation needs, pursuant to  
27 36 CFR 188.4(b)(2), I, and complete all inventory in the summer of 2019; and

28  
29 **31. WHEREAS**, because 118 archaeological sites in the APE shown in Appendix B are currently  
30 unevaluated for listing on the NRHP, and additional cultural resources may be identified as surveys  
31 continue; and

32  
33 **32. WHEREAS**, the TNF has determined that the Undertaking will result in adverse effects to historic  
34 properties including TCPs that have been determined eligible for the NRHP under Criteria A, B, C, and/or  
35 D, and has consulted with the SHPO, pursuant to 36 CFR 800, regarding the regulations implementing  
36 Section 106 of the NHPA. Adverse effects include, but are not limited to, transfer of historic properties out  
37 of federal ownership, physical destruction and/or damage due to ground disturbance, and changes to setting;  
38 and

39  
40 **33. WHEREAS**, the SHPO is authorized to enter into this Agreement in its role of advising and assisting  
41 Federal agencies in carrying out their Federal responsibilities under Sections 101 and 106 of the NHPA,  
42 at 36 CFR 800.2(c)(1)(i) and 36 CFR 800.6(b), and to fulfill its state historic preservation responsibilities  
43 under ARS 41-511.04(D)(4); and

44  
45 **34. WHEREAS**, the TNF is committed to respecting the sensitive and private nature of tribal traditional  
46 knowledge; and,

47  
48 **35. WHEREAS**, a comprehensive ethnographic and ethnohistoric study regarding places of traditional or  
49 cultural importance to Indian Tribes was completed (Hopkins et al. 2015) and the Forest Service has  
50 implanted a tribal monitoring program to identify historic properties in the APE; and

51

1 **36. WHEREAS**, the Tribes have stated that the APE is within a landscape important to many Tribes and  
2 has been for many generations, and continues to this day to be utilized for cultural and spiritual purposes;  
3 no Tribe supports the desecration/destruction of ancestral sites because places where ancestors have lived  
4 are considered alive and sacred, it is a tribal cultural imperative that these places should not be disturbed  
5 for any reason, and continued access to the land and all its resources is necessary and should be  
6 accommodated for present and future generations; participation in the design of this destructive activity  
7 has caused considerable emotional stress and brings direct harm to the traditional way of life to Tribes;  
8 however, it is still deemed necessary to ensure ancestral homes and ancestors receive the most thoughtful  
9 and respectful treatment possible; and

10  
11 **37. WHEREAS**, the Tribes have declared that they consider adverse effects from the Undertaking to be  
12 unmitigable and, even if they sign this Agreement, they consider the mitigation in the document as being  
13 insufficient; and

14  
15 **38. WHEREAS**, the TNF has used and coordinated the NEPA public participation requirements to assist  
16 the Federal agencies in satisfying the public involvement requirements under Section 106 pursuant to  
17 36 CFR 800.2(d)(3) through involving interested parties in the NEPA process, providing project  
18 information to the public, giving them opportunities to comment on the project through public scoping  
19 and alternatives meetings, and will continue to disseminate information through public meetings and will  
20 afford the public opportunities to comment on the EIS throughout the drafting process; and

21  
22 **39. WHEREAS**, the Signatories, Invited Signatories, and concurring parties of this Agreement will be  
23 referred to as Consulting Parties in this Agreement; and

24  
25 **40. WHEREAS**, the TNF, in consultation with all Consulting Parties, will explore both traditional and  
26 alternative mitigation measures that are in the public interest and provide the best use of available funding  
27 and resources as it seeks to resolve adverse effects to historic properties; and

28  
29 **41. WHEREAS**, definitions used in this Agreement are outlined in Appendix C of this document; and

30  
31 **NOW THEREFORE**, the TNF, SHPO, and the ACHP agree that this Agreement shall be implemented  
32 in accordance with the following stipulations to address the effects of the Undertaking on historic  
33 properties.

34

## STIPULATIONS

The TNF shall ensure that the following stipulations are carried out:

### I. ROLES AND RESPONSIBILITIES

#### A. TONTO NATIONAL FOREST

1. The signatories agree that the TNF is the lead Federal agency for administering and implementing this Agreement with responsibilities that include:

- consulting and coordinating with the Consulting Parties;
- carrying out their responsibilities in accordance with applicable laws and authorities ensuring that all Signatories and Invited Signatories fulfill their obligations;
- making Determinations of NRHP eligibility and Determinations of Effect for cultural resources on TNF land;
- overseeing all cultural resource management work in coordination with appropriate land-managing agencies including any additional historic properties inventory, and drafting and/or assembling all submissions to the Consulting Parties, including the additional historic properties inventory reports (if needed), historic property treatment plans (HPTPs), and the preliminary and final data recovery reports;
- seeking SHPO concurrence with agency decisions as required by 36 CFR 800 relating to the treatment of historic properties; and
- implementing the HPTP(s).

2. The TNF will use the principles in the Forest Service policy, *Consultation with Indian Tribes and Alaska Native Corporations* (Forest Service Manual 1563.1) to guide its tribal consultation procedures and relationships. The TNF shall, in compliance with Section 3003(c)(3) of the Southeast Arizona Land Exchange Act, engage as the lead agency for the following:

- a. government-to-government consultation with affected Indian Tribes concerning issues of concern to the affected Indian Tribes related to the land exchange.
- b. consultations with Resolution Copper to find mutually acceptable measures that:
  - (i) address the concerns of the affected Indian Tribes; and
  - (ii) minimize the adverse effects on properties significant to Indian Tribes resulting from mining and related activities on the Federal land conveyed to Resolution Copper.

#### B. RESOLUTION COPPER MINING, LLC

1. Per the Carl Levin and Howard P. ‘Buck’ McKeon National Defense Authorization Act for Fiscal Year 2015 (NDAA 2015) § 3003, the signatories agree that Resolution Copper “shall agree to pay, without compensation, all costs that are associated with the land exchange and any environmental review document.” As part of the environmental review process, Resolution Copper is financially responsible for all work that is associated with complying with the NHPA and Arizona State Historic Preservation Act (ARS 41-861 et seq. and ARS 41-865).

- a. This includes, but is not limited to: inventories of archaeological sites, historic buildings and structures, and TCPs within the APE; evaluation of all cultural resources for inclusion in the NRHP; determination of the effects of the Undertaking on historic properties in consultation with the SHPO and Consulting Parties; and creation and implementation of the HPTPs and any mitigation measures (i.e., data recovery) for the

1 historic properties within the APE as agreed to by the signatories to this Agreement  
2 through the consultation process.

3 C. BUREAU OF LAND MANAGEMENT

- 4 1. For the purposes of the Undertaking, the BLM shall work in coordination with TNF for both  
5 agencies to comply with Section 106 of the NHPA. The BLM retains authority for the  
6 management of all resources and historic properties on BLM lands (Alternative 5). The BLM will  
7 participate only in those activities related to its jurisdiction or decision-making authorities, unless  
8 otherwise invited by the TNF. The BLM's status as a Cooperating Agency and Invited Signatory  
9 to this Agreement does not affect its independent responsibilities under applicable Federal  
10 statutes and regulations that may pertain to the agency's special expertise and/or jurisdictional  
11 authorities.
- 12 2. If an alternative that does not involve BLM-administered land becomes the selected alternative,  
13 the BLM's responsibilities and involvement in this Agreement shall cease.

14 D. U.S. ARMY CORPS OF ENGINEERS

- 15 1. For purposes of this undertaking, USACE shall work in coordination with TNF to comply with  
16 Section 106 of the NHPA. USACE will only participate in those activities within their defined  
17 permit area related to Clean Water Act Section 404 permitting per 33 CFR Part 325 Appendix C  
18 (1)(g). This also extends to compensatory mitigation activities, yet to be specifically defined, that  
19 may be required of the Permittee, Resolution Copper.
- 20 2. If an alternative that does not require a Section 404 permit becomes the selected alternative,  
21 USACE's responsibilities and involvement in this Agreement shall cease.

22 E. ARIZONA STATE LAND DEPARTMENT

- 23 1. ASLD, in coordination with the TNF and the SHPO, will be responsible for reviewing all cultural  
24 resources work completed on State Trust land, including inventories, determinations of eligibility  
25 and effect, HPTPs, and the preliminary and final data recovery reports. ASLD shall work in close  
26 coordination with TNF to complete the Section 106 process and ensure compliance with the  
27 Arizona State Historic Preservation Act (ARS 41-861 et seq.). The ASLD shall retain  
28 responsibility for the management of cultural resources that are located on ASLD land. ASLD  
29 will participate only in those activities in those areas related to its jurisdiction or decision-making  
30 authorities, unless otherwise invited by the TNF.

31 F. ARIZONA STATE MUSEUM

- 32 1. ASM will be responsible for reviewing proposed and completed archaeological work in  
33 accordance with ARS 41-841 et seq., Rules Implementing ARS 15-1631 and 41-841 et seq.,  
34 ARS 41-865, Rules Implementing ARS 41-865, and ASM policy and procedures.

35 **II. PROFESSIONAL QUALIFICATIONS AND PERMITS**

- 36 A. For all cultural resource-related activities, Resolution Copper shall ensure that its cultural resources  
37 contractors use qualified historic preservation professionals that meet the Secretary of the Interior's  
38 standards (48 Federal Register 44716), as per Section 112(a)(1)(A) of the NHPA and 36 CFR  
39 800.2(a)(1).

*This document is version 5 of the DRAFT Programmatic Agreement and still in review by the Signatories of the document. A copy of the final Programmatic Agreement will be provided in the Final EIS.*

- 1 B. For cultural resource-related activities on Federal land, Forest Service and/or BLM shall ensure that  
2 all agency personnel responsible for historic properties shall meet Professional Qualification  
3 Standards as defined by the Office of Personnel Management: Heritage Program Professionals  
4 (GS-170 historian, GS-190 anthropologist, and GS-193 archaeologist; see definition in Appendix C).  
5 For work on Forest Service land, only Heritage Program Professionals may make management  
6 recommendations and review and recommend approval of heritage work done by Forest Service  
7 employees, contractors, and volunteers. For work on BLM land, only BLM-designated Heritage  
8 Program Specialists make recommendations and review and recommend approval of heritage work  
9 done by BLM employees, contractors, and volunteers.
- 10 C. For cultural resource-related activities on Federal land, the Forest Service and/or the BLM shall  
11 ensure that all necessary permits and permissions are obtained from the appropriate land-managing  
12 agency prior to any fieldwork, including ARPA permits for any ground-disturbing work.
- 13 D. For all cultural resource-related activities occurring on State land, Resolution Copper shall ensure that  
14 its cultural resources contractors obtain an Arizona Antiquities Act Permit from the ASM prior to  
15 conducting archaeological activities on State land pursuant to ARS 41-841 et seq. Resolution Copper  
16 shall also ensure that its cultural resources contractors obtain a burial agreement from the ASM prior  
17 to all ground-disturbing activity on State and private lands pursuant to Rules Implementing ARS 41-  
18 844 and 41-865.
- 19 E. In recognition of the special expertise of tribal experts concerning properties of traditional religious  
20 and/or cultural significance, the standards of 36 CFR 61 will not apply to tribally designated  
21 representatives carrying out identification and evaluation efforts for such properties of tribal interest.

### 22 **III. COORDINATION WITH OTHER FEDERAL REVIEWS**

- 23 A. Any Federal agency that will provide approvals or assistance for the Undertaking may comply with  
24 the agency's Section 106 responsibilities by agreeing to the terms of this Agreement in writing and  
25 sending copies of such written agreement to all the parties of this Agreement.
- 26 B. In the event that another Federal agency not initially a party to or subject to this Agreement receives  
27 an application for funding/license/permit for the Undertaking as described in this Agreement, that  
28 agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of  
29 this Agreement and notifying TNF, the SHPO, and the ACHP that it intends to do so. In the event that  
30 an above Federal agency's application for funding/license/permit does not match the undertaking as  
31 described in this Agreement, that agency may complete a separate review to fulfill its Section 106  
32 responsibilities or request of the signatories that the Agreement be amended to account for those  
33 changes in the undertaking.

### 34 **IV. AREA OF POTENTIAL EFFECTS**

- 35 A. **Direct effects:** The APE for direct effects will include the Selected Lands leaving Federal  
36 management under the land exchange and the project areas associated with the GPO. The APE for  
37 direct effects during construction, operations, and reclamation and will include all areas likely to be  
38 affected by such activities, as well as the Selected Lands (see Appendix A). The direct effects APE  
39 associated with the GPO will be modified as necessary to allow for adjustments in construction,  
40 operations, and access road placement to avoid, when possible, natural, cultural, or modern features  
41 such as outcrops, historic properties, petroglyph sites, and structures. The final acreage and layout of  
42 the APE will be dependent on which alternative is selected (see Appendix A).

1 **Indirect effects:** The APE for indirect effects shall be areas within 2 miles from any project  
2 component (including any access routes, facilities, and relocated facilities) or where consultation  
3 identifies a need to expand this APE in certain locations (see Appendix A).

4 **Atmospheric effects:** The APE for atmospheric effects (including visual and auditory) shall be areas  
5 within 6 miles from any project component (including any access routes, facilities, and relocated  
6 facilities) or the visual horizon, whichever is closer, or where consultation identifies a need to expand  
7 this APE in certain locations (see Appendix A).

8 The APEs may extend beyond the above definitions to encompass properties that have traditional  
9 religious and cultural importance, including TCPs or other geographically extensive historic  
10 properties such as trails, when effects have been determined through consultation with the SHPO and  
11 Consulting Parties to extend beyond this distance.

12 B. **Cumulative effects:** The APE for cumulative effects shall be the same as that for the direct,  
13 atmospheric, and indirect effects combined.

14 C. The Forest Service shall ensure that any modification of the APE will be done through consultation  
15 conducted among the Consulting Parties. The Forest Service shall notify the Signatories to the  
16 Agreement of any proposed modifications. Signatories, Invited Signatories, and Consulting Parties  
17 shall have 14 calendar days to respond to the proposed changes; if no response is received, the Forest  
18 Service will make a good-faith effort to contact the Signatories and, if no response is received, will  
19 proceed with the modifications. Modifications to the APE will not require an amendment to the  
20 Agreement.

## 21 V. TRIBAL CONSULTATION

22 A. Through government-to-government consultation with Indian Tribes, pursuant to 36 CFR 800.2(c)(2),  
23 TNF and other Federal land-managing agencies, as appropriate, have made and will continue to make  
24 a good-faith effort to identify properties that have traditional religious and cultural significance to one  
25 or more Indian Tribes and to determine whether they are NRHP-eligible historic properties. Tribal  
26 comments and concerns will be consolidated for consideration by the respective land-managing  
27 agency. All parties to this Agreement will respect any sites of traditional religious and cultural  
28 importance (NHPA 101(d)(6)(A)) and confidentiality concerns expressed by Indian Tribes to the  
29 extent allowed by law (see Stipulation XIV). The Signatories shall follow the regulations outlined in  
30 36 CFR 800 Subpart B.

31 B. In compliance with Chapter 10, Consultation with Indian Tribes and Alaska Native Corporations of  
32 the Forest Service Handbook titled *American Indian and Alaska Native Relations Handbook* (FSH  
33 1509.13), the TNF will continue to engage Indian Tribes in government-to-government consultation  
34 throughout the duration of the Undertaking through in-person meetings, telephone calls, and on-site  
35 field visits. Information and documents will be provided via mail, email, or in person.

1 C. In general, the TNF Forest Supervisor and Tribal Liaison at a minimum, often accompanied by Forest  
2 Service subject experts, offer to travel at least once per year to each Tribe culturally affiliated with  
3 TNF land to provide updates on ongoing or proposed projects within the TNF. Additional meetings  
4 with the associated cultural groups (Apache, Akimel O’odham, Puebloan, and Yavapai) are  
5 scheduled. At least once per year the Forest Service hosts an All Tribes Meeting to discuss the larger  
6 actions in this project (for example the Tribal Monitor Program, the HPTP, and this Agreement).  
7 The Forest Service consistently consults with Tribes while documents are in draft form and before  
8 they are finalized. Consultation with Tribes has repeatedly resulted in activities design (and redesign),  
9 document design (and redesign), field visits, and the creation of projects and programs. Examples of  
10 actions include sensitive plant monitoring for the magnetotelluric study at Oak Flat, Oak Flat listing  
11 to the NRHP, the Superior Area Ethnographic Study, activity component relocation to protect TCPs  
12 in the GPO, custom design of the Apache Leap Special Management Area, the identification of  
13 alternate mine tailings locations away from TCPs, the creation of the Tribal Monitor Program,  
14 archaeological site restoration with Tribes at Oak Flat, and the Emory Oak Restoration Program.  
15 Consultation will continue as needed throughout the lifetime of this project.

16 **VI. IDENTIFICATION OF HISTORIC PROPERTIES**

17 A. TNF shall ensure all of the Selected Lands, GPO project areas, and alternatives are surveyed for  
18 cultural resources prior to the Record of Decision as directed by Section 3003 of Public Law 113-291.  
19 Cultural resources inventory surveys conducted to date are shown in Appendix B. Separate  
20 inventories are being conducted with tribal monitors and/or tribal elder consultation to identify  
21 cultural resources significant to tribal peoples and TCPs within the Selected Lands, GPO project  
22 areas, and alternatives, in addition to the archaeological and historic building/structure inventory.

23 B. Surveys to date cover the portions of the APE that include the Oak Flat Federal Parcel, GPO project  
24 components (East Plant Site, West Plant Site, MARRCO Corridor, and Filter and Loadout Facility),  
25 and the proposed tailings locations for Alternatives 2, 3, 4, and 5. Additional survey is in progress for  
26 the Alternative 6 tailings location, pipeline routes for Alternatives 5 and 6, main 230-kilovolt power  
27 lines for the GPO and power line route for Alternative 6, and any remaining areas not covered in  
28 earlier surveys due to project adjustments, and is scheduled to be completed in the summer of 2019.

29 C. Identification of cultural resources has yet to be completed for the Skunk Camp Tailings location  
30 (Alternative 6), pipeline routes for Alternatives 5 and 6, main 230-kilovolt power lines for the GPO  
31 and power line route for Alternative 6, and any remaining areas not covered in earlier surveys due to  
32 project adjustments. Surveys of Alternative 6 and the pipeline/access routes to Alternatives 5 and 6  
33 will be overseen by the Forest Service and will be completed in the summer of 2019.

34 D. If additional areas are identified that need cultural resources inventories due to necessary changes in  
35 the GPO after the signing of this Agreement, the TNF shall ensure that all inventories will be carried  
36 out in conformance with current professional standards and will consist of a 100% survey strategy.

37 E. The completed historic property inventories have included inventories for TCPs and places of  
38 traditional or cultural significance to Indian Tribes through a tribal monitoring program. Trained  
39 tribal monitors have worked both with the archaeological survey crews and independently to record  
40 places of traditional or cultural significance and identify those that would qualify as TCPs under  
41 Section 106 of the NHPA. Additional inventories, such as that for Skunk Camp, will include tribal  
42 monitor surveys for TCPs and places of traditional or cultural significance and will be supervised by  
43 the Forest Service. Due to the sensitive nature of these surveys, they will be reported on separately  
44 from the archaeological findings.

- 1 F. Per Federal and State guidelines, the draft inventory report(s) generated through this identification  
2 effort will be reviewed and revised in three steps:
- 3 1. The draft inventory report(s) will be first reviewed by both the TNF and the other appropriate  
4 land-managing agency (BLM or ASLD) for a 30-day comment and review period. Comments  
5 will then be incorporated into a revised draft report.
- 6 2. Once accepted by the agency's cultural resource specialist, the revised draft inventory reports  
7 and associated documentation will be submitted to all Consulting Parties for a 30-day review  
8 and comment period. The TNF will also submit the TNF's determinations of eligibility and  
9 effects to the SHPO along with revised draft report for a 30-day review and comment period.
- 10 3. The TNF will consider all comments received during this period, and a draft final inventory  
11 report will be produced that will be submitted to the Consulting Parties for a 30-day review  
12 period.
- 13 If the TNF does not receive a response from a Consulting Party during these review periods,  
14 the TNF will make a good-faith effort to contact the party by email and telephone. If, after a  
15 reasonable and good-faith effort to reach an unresponsive party, there is no response, the TNF  
16 will proceed to the next step prescribed by this Agreement (Stipulation VIII).
- 17 G. A Class I literature review of the 6-mile atmospheric APE for historic properties listed in or eligible  
18 for the NRHP under Criteria A, B, and/or C (properties where impacts to setting could alter the  
19 characteristics that make the property eligible for the NRHP) was completed in October 2018.  
20 No ground disturbance is planned outside the direct APE; therefore, properties eligible under  
21 Criterion D were not included. The search included records at the Forest Service, BLM, and on the  
22 AZSITE online database and identified 14 historic buildings, structures, or districts listed in the  
23 NRHP and 37 archaeological sites eligible for the NRHP.
- 24 H. A Class I literature review for the indirect APE will be conducted to identify historic properties which  
25 may be indirectly affected by the Undertaking. The Class I review will include archaeological sites,  
26 historic buildings and structures, historic districts, and TCPs. Information will be sought through  
27 records searches and consultation.
- 28 I. The Forest Service shall ensure that a single report will be prepared, detailing the results of both the  
29 Class I for the atmospheric APE and the Class I for the indirect APE. The report shall include  
30 contextual information, property types, and an overview of the effects of the Undertaking. The draft  
31 Class I report will be reviewed as set forth in the above Stipulation VI.F.

## 32 **VII. TRIBAL MONITOR PROGRAM**

33 In consultation with Indian Tribes, the request was heard by the Forest to employ "Tribal Monitors,"  
34 to conduct pedestrian survey alongside archaeologists. Tribal Monitors function as traditional cultural  
35 specialists who have the ability to identify important resources on the landscape that are both  
36 archaeological and non-archaeological. Incorporating tribal members into data-gathering processes  
37 maximizes transparency and cooperation between the Forest Service and participating Tribes. In their  
38 own words, the Tribal Monitors consider themselves the "eyes and ears" of their communities. The TNF  
39 Tribal Monitor Program places an emphasis on providing the opportunity for tribal elders, traditional  
40 practitioners, and tribal leaders to visit locations identified by the monitors. Monitors working directly  
41 with traditional practitioners helps to ensure sites are being identified correctly and concerns are being  
42 discussed and recorded for the report. The Tribal Monitor reports will be reviewed by the agency decision  
43 maker to ensure tribal concerns are being considered. The program currently consists of 30 monitors; in  
44 response to tribal requests, a third training is scheduled for the summer of 2019.

1 **VIII. EVALUATION OF HISTORIC PROPERTIES**

- 2 A. The historic properties identified as of June 6, 2019, are listed in Appendix B. In total,  
3 721 archeological sites have been recorded within the Oak Flat Federal Parcel, GPO project  
4 components, and the proposed tailings location for Alternatives 2, 3, 4, and 5. Of these, 523 sites have  
5 been determined eligible for the NRHP, and 86 sites have been determined not eligible for the NRHP.  
6 Another 118 sites are unevaluated against NRHP significance criteria. Two sites are exempt from  
7 Section 106 consultation because they are in-use gas pipelines, per the ACHP's *Exemption Regarding*  
8 *Historic Preservation Review Process for Projects Involving Natural Gas Pipelines* (Federal Register,  
9 Vol. 67, No. 66, April 5, 2002).
- 10 B. TNF shall ensure all cultural resources identified during additional Class III inventory and through  
11 tribal consultation will be evaluated by the TNF for their eligibility for the NRHP and for project  
12 effects in accordance with 36 CFR 800.4(b) and in consultation with the appropriate Consulting  
13 Parties. The TNF shall make determinations of eligibility and effect upon completion of all inventory  
14 reports in coordination with land-managing agencies when appropriate; the SHPO shall be afforded  
15 the opportunity to review and concur on the determinations (see Stipulation VI).
- 16 C. If the NRHP eligibility of cultural resources cannot be determined at the time of initial inventory, the  
17 TNF will either (a) ensure that an eligibility testing program is conducted according to the provisions  
18 outlined in Stipulation IX below, or (b) treat unevaluated cultural resources as eligible for the NRHP.  
19 The TNF's subsequent NRHP determinations in concurrence with the land-managing agency when  
20 appropriate will then be submitted to the SHPO for concurrence in accordance with 36 CFR  
21 800.4(b)(2).
- 22 D. Should the SHPO disagree with these determinations, the TNF will try to resolve the disagreement  
23 informally. If after a reasonable and good-faith effort a resolution cannot be achieved, the TNF shall  
24 request a formal determination from the Keeper of the National Register if it is an issue of  
25 determination of eligibility, per 36 CFR 63. For disputes regarding determinations of effects,  
26 mitigation, or other parts of the Section 106 process other than NRHP-eligibility determinations, the  
27 TNF shall request that the ACHP resolve the dispute, per 36 CFR 800.2(b)(2).
- 28 E. The TNF has determined that the Undertaking will have an adverse effect on historic properties;  
29 however, the TNF, in consultation with the appropriate land-managing agency, will determine on a  
30 property-by-property basis if the Undertaking will have an adverse effect on specific historic  
31 properties in the GPO with the exception of those in the Oak Flat Federal Parcel. Because the Oak  
32 Flat Federal Parcel will be leaving Federal ownership, the Undertaking will have an adverse effect on  
33 all historic properties within the parcel.
- 34 F. Visual effects to historic properties in the atmospheric APE, and the potential impacts to setting for  
35 qualifying historic properties, will be assessed using viewshed modeling of the visibility of project  
36 components and factoring qualities such as distance from the project component, intervening  
37 landforms and/or human-made constructions, and overall modifications to the visual landscape.
- 38 G. If the TNF does not receive a response from a Consulting Party during these review periods, the TNF  
39 will make a good-faith effort to contact the party by email and telephone. If, after a reasonable and  
40 good-faith effort to reach an unresponsive party, there is no response, the TNF will proceed to the  
41 next step prescribed by this Agreement as described in Stipulation IX.

1 **IX. MITIGATION AND TREATMENT PLANS**

2 A. Because of the size and complexity of the Undertaking, mitigation resolution of adverse effects to  
3 historic properties will be outlined in several documents.

4 1. The TNF will prepare an archaeological HPTP with support from Resolution Copper for the  
5 Oak Flat Federal Parcel (Selected Lands) prior to the land exchange and the execution of the  
6 Agreement. Implementation of this HPTP will begin prior to the land exchange and may still  
7 be ongoing after the formal transfer of the Oak Flat Federal Parcel.

8 2. Separate from the Oak Flat Federal Parcel HPTP, the TNF will prepare, with support from  
9 Resolution Copper, an overall archaeological Research Design for the GPO, including the  
10 selected tailings alternative in place of a GPO HPTP prior to the execution of the Agreement.  
11 Detailed Data Recovery Plans for each GPO component will then be prepared under the GPO  
12 Research Design after the Agreement is executed. It is anticipated that treatments and  
13 mitigations for the GPO will be implemented after the formal transfer of the Oak Flat Federal  
14 Parcel.

15 3. The TNF will prepare a separate and confidential Mitigation Plan describing the steps needed  
16 for the mitigation of the adverse effects to TCPs affected by the Undertaking. Mitigation  
17 negotiations are ongoing and because of the sensitive and sacred nature of the resources to  
18 Tribes, these negotiations are confidential.

19 4. If needed, the TNF will prepare additional mitigation plan(s) that describe mitigation  
20 measures to address atmospheric (including visual), indirect, and cumulative effects to  
21 historic properties, TCPs, and the cultural and natural resources important to the Tribes.

22 B. Preparation of the Oak Flat HPTP and GPO Research Design with Data Recovery Plans:

23 1. The Research Design for the GPO will consist of a context and research design that will  
24 apply to all areas of the GPO and alternatives. Data Recovery Plans for detailing the plan of  
25 work for each GPO project component area will be prepared under the umbrella document of  
26 the GPO Research Design.

27 2. If Alternative 5 (Peg Leg) is selected, the Data Recovery Plan for the tailings alternative area  
28 and associated infrastructure will be prepared in direct coordination with the BLM and  
29 submitted to SHPO and the Tribes for review and comment.

30 3. Mitigation in the Oak Flat Federal Parcel HPTP and GPO Data Recovery Plans will include,  
31 but is not limited to, data recovery for historic properties that are eligible for the NRHP under  
32 Criterion D.

33 4. The data recovery strategy specified in the Oak Flat Federal Parcel HPTP and the GPO  
34 Research Design in conjunction with the Data Recovery Plans will be consistent with the  
35 *Secretary of the Interior's Standards and Guidelines* (48 Federal Register 44716-44742), the  
36 *ACHP's Recommended Approach for Consultation on Recovery of Significant Information*  
37 *from Archeological Sites* (64 Federal Register 95:27085-27087), and guidance from the TNF  
38 and SHPO.

39 5. The archaeological strategies specified in the HPTP and the GPO Research Design will be  
40 consistent with ARS 41-841 et seq. and ARS 41-865 for work conducted on State and private  
41 lands, respectively.

42 6. The Oak Flat Federal Parcel HPTP and the GPO Research Design in conjunction with the  
43 Data Recovery Plans will specify at a minimum:

- 1 a. The results of previous research and a research design that discusses the questions to be  
2 addressed through data recovery, archival research, analysis and interpretation, with an  
3 explanation of their relevance and importance;
- 4 b. The process for interfacing the results of eligibility testing and the resultant  
5 determinations of eligibility with the relevant data recovery methodology;
- 6 c. The results of tribal consultation regarding the incorporation of tribal perspectives into  
7 the culture history, research design, data recovery methods, analysis, and interpretation;
- 8 d. The properties or portions of properties where data recovery is to be carried out, and any  
9 property or portion of property that would be affected by the Undertaking without  
10 treatment, and a rationale for dealing with affected properties or portions (e.g., discussion  
11 of the sampling strategy, avoidance, etc.);
- 12 e. If the data recovery is to be phased (i.e., additional data recovery is required), a  
13 discussion of the transition between Phase I and Phase II including time frames for  
14 review of preliminary reports and field visits/consultations;
- 15 f. The archival, field, and laboratory methods to be used, with an explanation of their  
16 relevance to the research questions;
- 17 g. Specification of the methods and level of effort to be expended on the treatment of each  
18 historic property;
- 19 h. The methods to be used in the management and dissemination of the resultant data to the  
20 professional community and the public as outlined below in Stipulation IXF, including a  
21 proposed schedule for tasks outlined in the GPO, and a schedule for the submittal of draft  
22 and final reports (Summary Treatment Report(s) and Full Treatment Report(s)) to  
23 Consulting Parties for review and comment;
- 24 i. A discussion of permits and personnel qualifications for archaeological crews;
- 25 j. A provision for cultural and archaeological sensitivity training for construction personnel,  
26 and an outline of topics to be covered in sensitivity trainings, including tribal  
27 participation, if possible, in leading the trainings;
- 28 k. The proposed disposition and curation of recovered materials and records in accordance  
29 with relevant state and Federal laws (36 CFR 79).

30 C. The Forest Service shall develop a TCP Redress Plan which shall include at a minimum:

- 31 1. Tribal perspectives of the Undertaking footprint and the surrounding vicinity;
- 32 2. The tribal consultation steps taken by the TNF and results of that consultation including the  
33 types of TCPs located in the Undertaking footprint;
- 34 3. A discussion of the tribal monitoring program, field methods, and results;
- 35 4. A discussion of and commitment to the sensitivity and privacy regarding tribal knowledge,  
36 including how sensitive information will not be released to the public, how all public  
37 documents will be redacted or written so that sensitive information will not be needed; and  
38 how all exchanges of sensitive information to and from the Forest Service will be kept  
39 internally;
- 40 5. A description of the TCPs in the APE for direct, atmospheric, and indirect effects; however,  
41 the TNF will be sensitive to the private nature of tribal knowledge for this section;
- 42 6. A description of all mitigation to be conducted to resolve adverse effects to TCPs. Please note  
43 that negotiations between the Tribes, the TNF, and Resolution Copper are ongoing. Because  
44 the adverse effects of the Undertaking are to a sacred resource, all parties involved in the  
45 negotiations have agreed to keep the details confidential;

- 1           7. A description of tribal monitoring to be conducted during the construction of mining facilities  
2           on Federal, State, and private lands.
- 3 D. The Forest Service shall implement a burial plan that corresponds to the requirements of each  
4           landholding jurisdiction: a NAGPRA Plan of Action for Federal lands; and an ASM Burial  
5           Agreement for state and private lands in accordance with Stipulation XI, and included as an appendix  
6           in all documents discussing Section 106 compliance.
- 7 E. The Forest Service shall prepare a separate Monitoring and Discovery Plan prior to the land exchange  
8           and the issuance of a Notice to Proceed from the Forest Service for the GPO with procedures for  
9           monitoring, evaluating, and treating discoveries of unexpected or newly identified nonhuman remains  
10          and cultural resources during implementation of the Undertaking, including the consultation process  
11          and timelines with appropriate Consulting Parties.
  - 12           1. If historic properties will be avoided by activities associated with the Undertaking on Federal  
13           or State land, but could be threatened after construction by operations, maintenance, and/or  
14           decommissioning of the Undertaking, the Monitoring and Discovery Plan will include a  
15           program for long-term monitoring of these historic properties on Federal or State land.
  - 16           2. The Monitoring and Discovery Plan will also include tribal monitoring during construction of  
17           mining facilities on private, State, and Federal lands. All discussion of tribal monitoring and  
18           resources shall be in a form suitable for public viewing (i.e., for construction and mining  
19           personnel).
- 20 F. The Forest Service shall develop a strategy for a public education program per ACHP guidelines  
21          presented in *Recommended Approach for Consultation on Recovery of Significant Information from*  
22          *Archeological Sites* (June 17, 1999) with the goal of disseminating information to the general public  
23          about the results (either ongoing or post-data recovery) of the historic properties investigations,  
24          completed in coordination with the Tribes and Consulting Parties. This program shall include at a  
25          minimum: presentation of data recovery results at a local archaeological conference and a display for  
26          Arizona Archaeology Awareness Month activities.
- 27 G. Section 106 Mitigation Documents Review
  - 28           1. Upon receipt of a draft of the documents, the TNF will submit the draft to the SHPO and  
29           simultaneously afford all Consulting Parties to this Agreement the opportunity to review and  
30           comment. All parties will have 30 calendar days from receipt to review and provide  
31           comments to the TNF.
  - 32           2. If revisions to the documents are needed, all Consulting Parties to this Agreement will have  
33           30 calendar days from receipt to review and comment on the revisions.
  - 34           3. The TNF will ensure that an in-person meeting is scheduled with the Tribes to discuss their  
35           comments, if requested.
  - 36           4. If the TNF does not receive a response from a Consulting Party during these review periods,  
37           the TNF will make a good-faith effort to contact the party by email and telephone. If, after a  
38           reasonable and good-faith effort to reach an unresponsive party, there is no response, the TNF  
39           assumes there are no comments.
  - 40           5. Copies of the final documents in electronic and hard copy format will be provided by the  
41           TNF to all Consulting Parties to this Agreement.
- 42 H. HPTP and GPO Data Recovery Plans Implementation

- 1 1. The land-managing agencies will only authorize the proposed archaeological fieldwork or  
2 other mitigation strategies after the TNF has approved the HPTP and GPO Data Recovery  
3 Plans and the SHPO has concurred.
- 4 2. If in-field modifications of the HPTP or GPO Data Recovery Plans are necessary, the TNF  
5 shall consult with the appropriate land-managing agency and the SHPO prior to approving the  
6 modification. Once the TNF has notified the SHPO of the changes, the SHPO shall have  
7 14 days to comment. Comments will then be addressed by the TNF; if no comments are  
8 received within 14 days, the TNF will move forward. Modifications will be discussed and  
9 justified in the report(s) of the work.

#### 10 I. Summary Treatment Report(s)

- 11 1. The TNF shall ensure that Summary Treatment Reports summarizing the implementation of  
12 the Oak Flat Federal Parcel HPTP and GPO Data Recovery Plans or other treatments are  
13 prepared within 30 calendar days after fieldwork or other mitigation strategies are completed.  
14 Separate reports may be prepared for archaeological work and non-archaeological mitigation.
- 15 2. The Summary Treatment Report for archaeological work will contain at a minimum:
  - 16 a. Descriptions and justifications of any changes in field methods from those presented in  
17 the HPTP or Data Recovery Plans.
  - 18 b. A map of each treated site showing excavated areas, feature locations, areas monitored,  
19 and other data as appropriate.
  - 20 c. A list of features identified at each site, brief descriptions, extent of investigation, and  
21 assessment of function and age.
  - 22 d. A summary of the data recovery results, including summary descriptions of recovered  
23 artifacts and samples, by class.
  - 24 e. A discussion of any suggested changes or refinements to the research questions or  
25 analyses identified in the research design that might be warranted based on the  
26 preliminary findings and the character of the recovered assemblages.
  - 27 f. A schedule for the completion of all analyses and submission of the Full Treatment  
28 Report.
- 29 3. Summary Treatment Reports for all other mitigation strategies (non-archaeological) will  
30 include:
  - 31 a. A description of the work conducted in accordance with the treatment plans.
  - 32 b. Any deviations from the plans with justifications.
  - 33 c. Results of work conducted.
- 34 4. The TNF shall submit the draft Summary Treatment Report to the SHPO and simultaneously  
35 afford all Consulting Parties to this Agreement the opportunity to review and comment on the  
36 report(s) within 20 calendar days of receipt of the report. The TNF will consult with the  
37 SHPO and other Consulting Parties to this Agreement to ensure, to the extent the TNF agrees,  
38 that any comments are addressed in the final Summary Treatment Report. If any party fails to  
39 respond in writing, by telephone, or by email within 20 calendar days, it is assumed that there  
40 are no comments.

#### 41 J. Full Treatment Report(s)

- 42 1. Draft Full Treatment Reports will be prepared for each treated project component.

- 1           2. The TNF shall ensure that Draft Full Treatment Reports are completed within 1 year of  
2 completion of applicable fieldwork, and Final Reports within 2 years of completion of  
3 applicable fieldwork or mitigation tasks.
- 4           3. The Draft and Full Treatment Report(s) will contain at a minimum:
  - 5           a. Discussion of the methods and treatments applied to the historic properties with an  
6 assessment of the degree to which these methods and treatments followed the direction  
7 provided by the plans and comments to the Summary Treatment Report.
  - 8           b. Discussion of any changes in methods from those proposed in the plans.
  - 9           c. A topographic plan view map for each treated historic property investigated, depicting all  
10 features, treatment areas, and other data as appropriate.
  - 11           d. Final descriptions, drawings, and/or photographs for each feature.
  - 12           e. Final descriptions and analyses of all recovered data classes.
  - 13           f. Final interpretation of each site according to the research contexts identified in the plans.
  - 14           g. Overall synthesis of the data recovery and analysis results with an interpretation of  
15 perceived patterns.
  - 16           h. Interpretation of the project results in a regional context.
  - 17           i. If a burial agreement with the ASM has been acquired, all information relevant to  
18 compliance with the reporting requirements under the burial agreement.
  - 19           j. A schedule for the completion of all curation and repatriation requirements.
- 20           4. The TNF will provide the Draft Full Treatment Reports to the SHPO and simultaneously  
21 afford all Consulting Parties to this Agreement the opportunity to review and comment on the  
22 report(s). SHPO and the other Consulting Parties to this Agreement will have 30 calendar  
23 days from receipt of the Draft Full Treatment Report to review and comment.
- 24           5. If the TNF does not receive a response from a Consulting Party during these review periods,  
25 the TNF will make a good-faith effort to contact the party by email and telephone. If, after a  
26 reasonable and good-faith effort to reach an unresponsive party, there is no response, it is  
27 assumed there are no comments.
- 28           6. TNF will direct Resolution Copper in the completion of the Full Treatment Report to address  
29 all comments. Electronic and hard copies of the Full Treatment Report will be provided to  
30 TNF and in turn to the SHPO, land-management agencies, and other Consulting Parties to  
31 this Agreement. Land-management agencies are responsible for filing this documentation  
32 with the curation repository for their collections.
- 33           K. Because the treatments may be long term, progress on treatments to mitigate adverse effects will be  
34 reported on during the annual report required by this Agreement per Stipulation XVII. A separate  
35 stand-alone treatment report for TCPs will not be prepared.

## 36 **X. OTHER COMPENSATIONS**

37 If during the life of the mine, other compensations not discussed in Stipulation IX are needed to address  
38 adverse effects to cultural resources, the Forest Service shall ensure that those compensations are  
39 developed and implemented in consultation with the Tribes. The Forest Service shall ensure that tribal  
40 concerns are addressed and redressed throughout the life of the project.

1 **XI. TREATMENT OF HUMAN REMAINS AND FUNERARY OBJECTS**

2 Human remains, associated funerary objects, sacred objects, objects of cultural patrimony, objects of  
3 tribal patrimony, or formal non-human burials discovered on Federal land will be treated in compliance  
4 with NAGPRA, ARPA, and the Forest Service Region 3 policy for the treatment and disposition of  
5 Native American human remains and associated funerary objects recovered from Forest Service  
6 Southwestern Region lands (Region 3 Supplement 2300-99-3 to Forest Service Manual, Chapter 2360 –  
7 Special Interest Areas, Section 2361.29–Recovery, Curation and Public Use, 08/12/1999).

8 A NAGPRA Plan of Action regarding the treatment and disposition of any human remains, funerary  
9 objects, sacred objects, objects of cultural patrimony, objects of tribal patrimony, or formal non-human  
10 burials discovered on Federal land will be developed by the TNF or the BLM, according to each agency’s  
11 jurisdictional authority (see Appendix D).

12 Human remains, funerary objects, sacred objects, objects of cultural patrimony, objects of tribal  
13 patrimony, or formal non-human burials discovered on State land will be treated in compliance with ARS  
14 41-844, and human remains and funerary objects discovered on private land will be treated in compliance  
15 with ARS 41-865 under the jurisdictional authority of the Director of the ASM. For cultural resources  
16 work on State or private land, a burial agreement for the treatment and disposition of human remains,  
17 funerary objects, sacred objects, objects of cultural patrimony, objects of tribal patrimony, or formal non-  
18 human burials must be developed in coordination with ASM.

19 **XII. AUTHORIZATION OF PROJECT ACTIVITY IMPLEMENTATION**

20 A. For activities on Forest Service land, ground-disturbing/GPO activities may be authorized once the  
21 TNF, in consultation with the SHPO pursuant to Stipulations VI through VIII, determines that:

- 22 1. No historic properties are present within the Undertaking APE at the location of the proposed  
23 activity; or
- 24 2. Historic properties that are present within the APE at the location of the proposed activity  
25 will not be adversely affected; or
- 26 3. The HPTP has been implemented for historic properties that are present within the APE at the  
27 location of a proposed activity that will be adversely affected, and the Summary Treatment  
28 Report documenting compliance with the HPTP has been accepted by the TNF with the  
29 understanding that a full report is in preparation. TNF may only authorize activities if such  
30 authorization will not preclude the ability to redesign or relocate project activities to avoid  
31 adverse effects on historic properties, or to resolve those adverse effects in accordance with  
32 the terms of this Agreement.

33 B. For activities on BLM land, ground-disturbing/GPO activities may be authorized once the TNF and  
34 BLM, in consultation with the SHPO, pursuant to Stipulations VI through VIII, determine that:

- 35 1. No historic properties are present within the Undertaking APE at the location of the proposed  
36 activity; or
- 37 2. Historic properties that are present within the APE at the location of the proposed activity  
38 will not be adversely affected; or
- 39 3. The HPTP has been implemented for historic properties that are present within the APE at the  
40 location of a proposed activity that will be adversely affected, and the Summary Treatment  
41 Report documenting compliance with the HPTP has been accepted by the TNF and the BLM  
42 with the understanding that a full report is in preparation.

- 1 C. For activities on ASLD land, ground-disturbing/GPO activities may be authorized once the TNF and  
2 ASLD, in consultation with the SHPO pursuant to Stipulations VI through VIII, determine that:
- 3 1. No historic properties are present within the Undertaking APE at the location of the proposed  
4 activity; or
- 5 2. Historic properties that are present within the APE at the location of the proposed activity  
6 will not be adversely affected; or
- 7 3. The HPTP has been implemented for historic properties that are present within the APE at the  
8 location of a proposed activity and will be adversely affected, and the Summary Treatment  
9 Report documenting compliance with the HPTP has been accepted by the TNF and the ASLD  
10 with the understanding that a full report is in preparation.
- 11 D. For activities located on non-federal lands within the USACE's permit area associated with a Section  
12 404 permit, ground-disturbing/GPO activities may be authorized once the TNF, in consultation with  
13 the SHPO pursuant to Stipulations VI through VIII, determines that:
- 14 1. No historic properties are present within the Undertaking APE at the location of the proposed  
15 activity; or
- 16 2. Historic properties that are present within the APE at the location of the proposed activity  
17 will not be adversely affected; or
- 18 3. The HPTP has been implemented for historic properties that are present within the APE at the  
19 location of a proposed activity that will be adversely affected, and the Summary Treatment  
20 Report documenting compliance with the HPTP has been accepted by the TNF with the  
21 understanding that a full report is in preparation.

### 22 **XIII. COMMUNICATION AMONG PARTIES TO THE PROGRAMMATIC AGREEMENT**

23 Electronic mail (email) will serve as the preferred official correspondence for all communications  
24 regarding this Agreement and its provisions. See Appendix E for a list of contacts and email addresses.  
25 Contact information in Appendix E may be updated as needed without an amendment to this Agreement.  
26 It is the responsibility of each Consulting Party to immediately inform the TNF of any change in name,  
27 email address, or telephone number for any point-of-contact. The TNF will forward this information to all  
28 Consulting Parties by email.

### 29 **XIV. CONFIDENTIALITY**

30 To the maximum extent allowed by Federal and state law, the TNF will maintain confidentiality of  
31 sensitive information regarding historic properties that could be damaged through looting or disturbance,  
32 and/or to help protect a historic property to which a Tribe attaches religious or cultural significance.  
33 However, any documents or records the TNF has in its possession are subject to the Freedom of  
34 Information Act (FOIA) (5 U.S.C. 552 et seq.) and its exemptions, as applicable. The TNF shall evaluate  
35 whether a FOIA request for records or documents would involve a sensitive historic property, or a historic  
36 property to which a Tribe attaches religious or cultural significance, and if such documents contain  
37 information that the TNF is authorized to withhold from disclosure by other statutes including Section  
38 304 of the NHPA, and the provisions of the ARPA. If this is the case, TNF will consult with the Keeper  
39 of the Register and the ACHP regarding withholding the sensitive information per 36 CFR 800.11(c). If a  
40 tribally sensitive property is involved, the TNF will also consult with the relevant Tribe prior to making a  
41 determination in response to a FOIA request.

1 **XV. EMERGENCIES**

2 Should an emergency situation occur that represents an immediate threat to life or property, the TNF shall  
3 immediately notify the SHPO, Tribes, and land managers (as applicable) as to the situation and the  
4 measures taken to respond to the emergency or hazardous condition. Should land managers or Tribes  
5 desire to provide technical assistance to the TNF, they shall submit comments within 7 calendar days  
6 from notification, if the nature of the emergency or hazardous condition allows for such coordination.

7 **XVI. CURATION**

8 The TNF shall ensure that all records and materials resulting from compliance with Section 106 for the  
9 Undertaking are curated at a repository approved by the TNF or participating land-managing agency, and  
10 that the facility meets the standards set forth in the 1980 ACHP Handbook and the 1990 Guidelines for  
11 36 CFR 79. In compliance with the Arizona Antiquities Act, the TNF will ensure that all materials  
12 recovered from State land and the associated reports will be curated at ASM or another approved  
13 repository. Curation costs will be the responsibility of Resolution Copper.

14 **XVII. ANNUAL REVIEW OF PROGRAMMATIC AGREEMENT AND ANNUAL REPORT**

15 A. The Consulting Parties shall evaluate the implementation and operation of this Agreement on an  
16 annual basis. There shall be an annual meeting among the Consulting Parties on or near the  
17 anniversary date of the execution of this Agreement to review the progress and effectiveness of this  
18 Agreement. The TNF is responsible for setting up this meeting, in coordination with all the  
19 Consulting Parties.

20 B. Prior to the annual meeting, the TNF will provide Consulting Parties with an annual report (Annual  
21 Report) to review the progress under this Agreement and under the approved HPTP(s). The Annual  
22 Report will include:

- 23 1. acreage of new historic property/cultural resources surveys and results;
- 24 2. status of mitigation activities;
- 25 3. monitoring efforts;
- 26 4. unanticipated discoveries,
- 27 5. ongoing and completed public education activities;
- 28 6. any issues that are affecting or may affect the ability of the Federal agencies to continue to  
29 meet the terms of this Agreement;
- 30 7. any disputes and objections received, and how they were resolved;
- 31 8. any additional parties who have become signatories or concurring parties to this Agreement  
32 in the past year; and
- 33 9. proposed plans for next year's activities.

34 C. Consulting Parties will have 30 calendar days to review the Annual Report and provide comments to  
35 the TNF, which will then consolidate the comments to develop the agenda for the annual meeting.

*This document is version 5 of the DRAFT Programmatic Agreement and still in review by the Signatories of the document. A copy of the final Programmatic Agreement will be provided in the Final EIS.*

- 1 D. Within 14 calendar days after the annual meeting, the TNF will summarize the meeting, including  
2 proposed action items and how they are to be addressed, in a letter to Consulting Parties. After the  
3 meeting, Consulting Parties will have 20 calendar days to review and comment on the meeting notes  
4 and, if necessary, provide the TNF with any edits to the meeting notes. If changes are needed, the  
5 TNF will produce revised meeting notes within 30 calendar days of receipt of comments and will  
6 provide the final notes to the Consulting Parties.
- 7 E. Evaluation of the implementation of this Agreement may also include in-person meetings or  
8 conference calls among Consulting Parties, and suggestions for possible modifications or  
9 amendments to this Agreement. If the TNF does not receive a response from a Consulting Party, the  
10 TNF will make a good-faith effort to contact the party by email and telephone. If, after a reasonable  
11 and good-faith effort to reach an unresponsive party, there is no response, the TNF will proceed to the  
12 next step.

### 13 **XVIII. POST-REVIEW DISCOVERIES OF CULTURAL RESOURCES**

- 14 A. The TNF will ensure that procedures regarding post-review discoveries are included as provisions of  
15 Resolution Copper's GPO. The protocol to be followed will also be identified in the Monitoring and  
16 Discovery Plan.
- 17 B. The TNF will ensure that Resolution Copper immediately halts ground-disturbing activities within a  
18 100-foot-radius of any new discovery of cultural resources, clearly marks the area of discovery, takes  
19 steps to ensure that the area is protected and secured, implements additional measures, as appropriate,  
20 to protect the discovery from looting and vandalism, and has a professional archaeologist inspect the  
21 area and vicinity to determine the extent of the discovery and provide recommendations to TNF  
22 regarding NRHP eligibility, effect, and mitigation treatment.
- 23 C. The TNF will notify the SHPO, affiliated Tribes, and applicable land managers, within 48 hours of  
24 the discovery, and will provide its assessment of the NRHP eligibility of the discovery and measures  
25 proposed to resolve adverse effects. The TNF will take into account the SHPO's, Tribes', and  
26 applicable land manager's recommendations on eligibility and treatment of the discovery, as tiered  
27 off of the Oak Flat Federal Parcel HPTP or the GPO Research Design, and will notify Resolution  
28 Copper of any appropriate actions required to resolve adverse effects.
- 29 D. If the post-review discovery consists of human remains or funerary objects, the TNF shall follow the  
30 procedures outlined in the NAGPRA Plan of Action for discoveries on Federal land or those outlined  
31 in the burial plan for discoveries on State or private land per ARS 41-844 and ARS 41-865 (see  
32 Stipulation XI). In addition, humans remains and funerary objects shall be treated in accordance with  
33 Stipulation XI.
- 34 E. The TNF, in coordination with any applicable land manager, may allow construction activities to  
35 proceed in the area of discovery after the TNF has determined that implementation of the actions  
36 taken to address the discovery pursuant to this Stipulation have been completed.

### 37 **XIX. AMENDMENTS**

- 38 A. This Agreement may be amended when such an amendment is agreed to in writing by all Signatories  
39 and Invited Signatories. Any Signatory or Invited Signatory may propose an amendment in writing to  
40 the TNF. The amendment will be effective on the date a copy signed by all of the Signatories is filed  
41 with the ACHP.
- 42 B. Copies of the amendment will be provided by the TNF to all parties to this Agreement.

1 **XX. DISPUTE RESOLUTION**

2 Should any signatory or concurring party to this Agreement object at any time to any actions proposed or  
3 the manner in which the terms of this Agreement are implemented, the TNF shall consult with such party  
4 to resolve the objection and shall notify the SHPO and Consulting Parties of the objection. If the TNF  
5 determines that such objection cannot be resolved, the TNF will:

6 A. Forward all documentation relevant to the dispute, including the TNF's proposed resolution, to the  
7 ACHP. The ACHP shall provide the TNF with its opinion on the resolution of the objection within  
8 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the  
9 dispute, the TNF shall prepare a written response that takes into account any timely opinion or  
10 comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide  
11 them with a copy of this written response. The TNF will then proceed according to its final decision.

12 B. If the ACHP does not provide comments regarding the dispute within the 30-day time period, the  
13 TNF may make a final decision on the dispute and proceed accordingly. Prior to reaching a final  
14 decision, the TNF shall prepare a written response that takes into account any timely comments  
15 regarding the dispute from the signatories and concurring parties to the Agreement and provide them  
16 and the ACHP with a copy of such written response.

17 C. The responsibilities of the TNF to carry out all other actions subject to the terms of this Agreement  
18 that are not the subject of the dispute remain unchanged.

19 **XXI. TERMINATION**

20 A. If any signatory to this Agreement determines that its terms will not or cannot be carried out, the TNF  
21 shall immediately consult with the other signatories to attempt to develop an amendment per  
22 Stipulation XIX. If, within 30 calendar days (or another time period agreed to by all signatories), an  
23 amendment cannot be reached, any signatory may terminate this Agreement upon written notification  
24 to the other signatories.

25 B. Once this Agreement is terminated, and prior to work continuing on the Undertaking, the TNF must  
26 either (a) execute an Agreement pursuant to 36 CFR 800.6, or (b) request, take into account, and  
27 respond to the comments of the ACHP under 36 CFR 800.7. The TNF shall notify the signatories as  
28 to the course of action it will pursue.

29 C. At any point after the execution of this Agreement, and after providing written notice to the  
30 Signatories and Invited Signatories, the BLM or the USACE may (a) determine that it no longer has  
31 Section 106 responsibilities associated with the Undertaking; or (b) decide to continue complying  
32 with its Section 106 responsibilities independently through a separate Agreement per 36 CFR  
33 800.14(b) or, failing that, (c) through its request, consideration, and response to the formal comments  
34 of the ACHP per 36 CFR 800.7(c), determine that it will no longer participate in this Agreement.  
35 Such a decision by the BLM or USACE will not affect this Agreement with regard to other land  
36 managers and/or permitting entities who are Signatories and/or Invited Signatories and will not  
37 require an amendment to this Agreement.

1 D. If the project is suspended or terminated for any reason, in-process mitigation will be completed  
2 according to the appropriate plan to the extent applicable. This includes data recovery and mitigation  
3 of adverse effects to TCPs. Resolution Copper will be responsible for the costs associated with  
4 completion of the mitigation. For data recovery, the Forest Service shall ensure that any in-process  
5 data recovery fieldwork is completed and that all analysis, interpretation, reporting, curation of  
6 artifacts, and repatriation of remains be completed within 1 year of project suspension or termination.  
7 For other mitigation, the Forest Service shall, in consultation with the land-managing agencies,  
8 SHPO, and Tribes, develop steps for completion of the mitigation within 1 year of the suspension or  
9 termination.

## 10 **XXII. TRANSFER OF PERMITS TO SUCCESSOR**

11 Any transfer or assignment of the Agreement for the Undertaking to another party will require the  
12 assignee or successor to assume all responsibilities of Resolution Copper under this Agreement for  
13 mitigation of adverse effects, and any successor or assignee of Resolution Copper is bound to the terms of  
14 this Agreement. Any transfer or assignment of the permits for the Undertaking to another party will  
15 require the assignee or successor to sign an amendment to this Agreement to become an Invited Signatory  
16 at the time of transfer or assignment. All Consulting Parties will be notified if an amendment to reassign  
17 the duties of Resolution Copper is proposed.

## 18 **XXIII. DURATION OF PROGRAMMATIC AGREEMENT**

19 This Agreement shall be in effect for 10 years with the understanding that it will be extended after  
20 10 years. The Forest Service will ensure that an agreement is in place for the duration of the mine.

## 21 **XXIV. ANTI-DEFICIENCY ACT**

22 The TNF's obligations under this Agreement are subject to availability of appropriated funds, and the  
23 stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act. The TNF shall  
24 make reasonable and good-faith efforts to secure the necessary funds to implement this Agreement in its  
25 entirety. If compliance with the Anti-Deficiency Act alters or impairs the TNF's ability to implement the  
26 stipulations of this agreement, the TNF shall consult in accordance with the amendment and termination  
27 procedures found at Stipulations XIX and XXI of this Agreement.

## 28 **XXV. NON-ENDORSEMENT CLAUSE**

29 Nothing in this Agreement should be interpreted to imply that any party endorses the Undertaking.  
30 Consulting Parties will not take any action or make any statement that suggests or implies such an  
31 endorsement based on signing this Agreement. Per 36 CFR 800.6(c)(2)(iv), the refusal of any party  
32 invited to become a signatory or concurring party will not invalidate this Agreement.

## 33 **XXVI. AUTHORIZING SIGNATURES**

34 In witness hereof, the following authorized representatives of the parties have signed their names on the  
35 dates indicated, thereby executing this Agreement. This Agreement may be signed by the Signatories and  
36 Invited Signatories using photocopy, facsimile, or counterpart signature pages. TNF will distribute copies  
37 of all signed pages to the Signatories, Invited Signatories, and Consulting Parties, once the Agreement is  
38 executed. Execution of this Agreement by the TNF, the SHPO, and the ACHP, and implementation of its  
39 terms, evidence that the TNF has taken into account the effects of this undertaking on historic properties  
40 and has afforded the ACHP an opportunity to comment.

41

*This document is version 5 of the DRAFT Programmatic Agreement and still in review by the Signatories of the document. A copy of the final Programmatic Agreement will be provided in the Final EIS.*

**1 APPENDICES**

2

3 **A.** Area of Potential Effects

4 **B.** Maps

5 **C.** Definitions

6 **D.** NAGPRA Plan

7 **E.** Key Staff Contact Information

8 **F.** Programmatic Agreement Process

9

**SIGNATORY PAGE**

**PROGRAMMATIC AGREEMENT  
AMONG THE  
USDA FOREST SERVICE TONTO NATIONAL FOREST,  
ARIZONA STATE HISTORIC PRESERVATION OFFICER,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING  
COMPLIANCE WITH THE NATIONAL HISTORIC PRESERVATION ACT  
ON THE RESOLUTION COPPER PROJECT  
AND SOUTHEAST ARIZONA LAND EXCHANGE  
NEAR SUPERIOR, ARIZONA**

**USDA Forest Service, Tonto National Forest**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNATORY PAGE**

**PROGRAMMATIC AGREEMENT  
AMONG THE  
USDA FOREST SERVICE TONTO NATIONAL FOREST,  
ARIZONA STATE HISTORIC PRESERVATION OFFICER,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING  
COMPLIANCE WITH THE NATIONAL HISTORIC PRESERVATION ACT  
ON THE RESOLUTION COPPER PROJECT  
AND SOUTHEAST ARIZONA LAND EXCHANGE  
NEAR SUPERIOR, ARIZONA**

**Arizona State Historic Preservation Officer**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

**SIGNATORY PAGE**

**PROGRAMMATIC AGREEMENT  
AMONG THE  
USDA FOREST SERVICE TONTO NATIONAL FOREST,  
ARIZONA STATE HISTORIC PRESERVATION OFFICER,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING  
COMPLIANCE WITH THE NATIONAL HISTORIC PRESERVATION ACT  
ON THE RESOLUTION COPPER PROJECT  
AND SOUTHEAST ARIZONA LAND EXCHANGE  
NEAR SUPERIOR, ARIZONA**

**The Advisory Council on Historic Preservation**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INVITED SIGNATORY PAGE**

**PROGRAMMATIC AGREEMENT  
AMONG THE**

**USDA FOREST SERVICE TONTO NATIONAL FOREST,  
ARIZONA STATE HISTORIC PRESERVATION OFFICER,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**

**REGARDING  
COMPLIANCE WITH THE NATIONAL HISTORIC PRESERVATION ACT  
ON THE RESOLUTION COPPER PROJECT  
AND SOUTHEAST ARIZONA LAND EXCHANGE  
NEAR SUPERIOR, ARIZONA**

**Resolution Copper Mining, LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**INVITED** By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

**INVITED SIGNATORY PAGE**  
**PROGRAMMATIC AGREEMENT**  
**AMONG THE**  
**USDA FOREST SERVICE TONTO NATIONAL FOREST,**  
**ARIZONA STATE HISTORIC PRESERVATION OFFICER,**  
**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**  
**REGARDING**  
**COMPLIANCE WITH THE NATIONAL HISTORIC PRESERVATION ACT**  
**ON THE RESOLUTION COPPER PROJECT**  
**AND SOUTHEAST ARIZONA LAND EXCHANGE**  
**NEAR SUPERIOR, ARIZONA**

**Arizona State Land Department**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**INVITED** By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

**INVITED SIGNATORY PAGE**

**PROGRAMMATIC AGREEMENT**  
**AMONG THE**  
**USDA FOREST SERVICE TONTO NATIONAL FOREST,**  
**ARIZONA STATE HISTORIC PRESERVATION OFFICER,**  
**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**  
**REGARDING**  
**COMPLIANCE WITH THE NATIONAL HISTORIC PRESERVATION ACT**  
**ON THE RESOLUTION COPPER PROJECT**  
**AND SOUTHEAST ARIZONA LAND EXCHANGE**  
**NEAR SUPERIOR, ARIZONA**

**U.S. Department of the Interior, Bureau of Land Management**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**INVITED** By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

**INVITED SIGNATORY PAGE**  
**PROGRAMMATIC AGREEMENT**  
**AMONG THE**  
**USDA FOREST SERVICE TONTO NATIONAL FOREST,**  
**ARIZONA STATE HISTORIC PRESERVATION OFFICER,**  
**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**  
**REGARDING**  
**COMPLIANCE WITH THE NATIONAL HISTORIC PRESERVATION ACT**  
**ON THE RESOLUTION COPPER PROJECT**  
**AND SOUTHEAST ARIZONA LAND EXCHANGE**  
**NEAR SUPERIOR, ARIZONA**

**United States Army Corps of Engineers, Los Angeles District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**INVITED** By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

**INVITED SIGNATORY PAGE**  
**PROGRAMMATIC AGREEMENT**  
**AMONG THE**  
**USDA FOREST SERVICE TONTO NATIONAL FOREST,**  
**ARIZONA STATE HISTORIC PRESERVATION OFFICER,**  
**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**  
**REGARDING**  
**COMPLIANCE WITH THE NATIONAL HISTORIC PRESERVATION ACT**  
**ON THE RESOLUTION COPPER PROJECT**  
**AND SOUTHEAST ARIZONA LAND EXCHANGE**  
**NEAR SUPERIOR, ARIZONA**

**Arizona State Museum**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**INVITED** By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_