

For: State and County Offices

**National Historic Preservation Act, Section 106, State Level Agreements (SLA's)**

Approved by: Deputy Administrator, Farm Programs



**1 Overview**

**A Background**

Under the National Historic Preservation Act, Section 106, Federal agencies are obligated to take into account the effects of their proposed actions or activities on historic properties. Part of this process is determining whether the proposed Federal action or activity has the potential to cause adverse effects to a historic property.

Individual SLA's between FSA and State Historic Preservation Officers (SHPO's) outline actions or activities that have been jointly determined to have the potential to cause adverse effects. SLA's:

- streamline the National Historic Preservation Act, Section 106 process
- reduce delays in program implementation
- assist producers in participating in FSA programs while complying with National Historic Preservation Act, Section 106
- are authorized under 36 CFR 800.14.

**Note:** A forthcoming 1-EQ **revision** will provide all the changes and policies identified in this notice; however, because of recent National Historic Preservation Act, Section 106 legal issues that have arisen in some States, this notice is being issued to provide **immediate** guidance.

Disposal Date	Distribution
May 1, 2009	State Offices; State Offices relay to County Offices

## Notice EQ-132

### 1 Overview (Continued)

#### B Purpose

This notice:

- informs State Offices that 1-EQ, Section 11, and Exhibits 29 through 32 are no longer valid; an amendment is forthcoming
- provides:
  - a draft National Historic Preservation Act, Section 106 SLA
  - recommendations as to the potential to cause effects for **each** FSA activity.

**Note:** Exhibit 1 should be used by State Environmental Coordinators (SEC's) as a starting point when negotiating SLA's with local SHPO. The recommended activity classification list is **not** to be used until it is agreed on and signed by both SED and SHPO.

#### C Contact Information

If there are questions about this notice or help is needed in developing a State agreement, contact Bennett W. Horter, FSA, Federal Preservation Officer by either of the following:

- e-mail to **ben.horter@wdc.usda.gov**
- telephone at 202-690-1164.

### 2 Action

#### A SED Action

SED's shall ensure that this notice is followed.

#### B SEC Action

SEC's shall:

- ensure that **all** applicable County Office staff is notified of the contents of this notice
- use Exhibit 1, as needed
- initiate negotiations with SHPO; contact CEPD, Federal Preservation Officer **before** beginning negotiations.

#### C Existing Agreements

Disregard this notice if the State currently has an existing signed SLA with SHPO.

**Example SLA**

The following is an example SLA.

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**STATE LEVEL AGREEMENT****AMONG****UNITED STATES DEPARTMENT OF AGRICULTURE, FARM SERVICE AGENCY,****ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
AND****STATE OF <STATE>,  
STATE HISTORIC PRESERVATION OFFICER**

**Purpose:** The United States Department of Agriculture, Farm Service Agency (FSA), (State Historic Preservation Officer (<STATE> SHPO)) and the Advisory Council on Historic Preservation (ACHP) agree that execution of this agreement allows for the implementation of policies and procedures developed by FSA to more effectively ensure that effects of FSA Farm Programs and Farm Loan Programs, and their related activities, on historic properties are adequately considered, and provisions for protection of such properties and resources are provided for.

WHEREAS, the FSA, in consultation with the <STATE> SHPO and the ACHP, has determined that certain of their Farm Program and Farm Loan Program activities may affect properties listed in or eligible for listing in the National Register of Historic Places, and that these activities are therefore subject to review under Sections 106 and 1109(a)(2)(E), (f), (k), and (l) of the National Historic Preservation Act of 1966 (NHPA (16 U.S.C. 470f, as amended)) and the ACHP's implementing regulations Protection of Historic Properties: (36 CFR Part 800) and FSA is to follow policies and procedures issued in 7 CFR 799, 7 CFR 1940 Subpart G, 7 CFR 1955, 7 CFR 3100 and 1-EQ Environmental Handbook; and

WHEREAS, the <STATE> SHPO is the responsible state entity for recognition and protection of historic properties and for overseeing cultural resources management and protection programs in the state; and

WHEREAS, the FSA Federal Preservation Officer encourages each state office and its counterpart SHPO to develop State Level Agreements (SLA) as alternate procedures as authorized under 36 CFR 800.14, in order to further expedite the Section 106 of the NHPA compliance process, speed delivery of Farm Programs and Farm Loan Programs, and protect historic properties; and

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**Example SLA (Continued)**

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WHEREAS, the FSA State Environmental Coordinator (SEC) or delegated state staff person consulted with the <STATE> SHPO pursuant to this encouragement; and

WHEREAS, the FSA intends to work with individual Tribal Historic Preservation Officers (THPO's) and Tribes to develop consultation protocol agreements similar to this SLA; and

WHEREAS, all definitions in 36 CFR 800.16 are applicable throughout this agreement unless otherwise noted;

NOW, THEREFORE, in view of the above considerations, the <STATE> SHPO, ACHP, and FSA agree to the following stipulations and will ensure they are implemented:

**STIPULATIONS****1. Communication**

FSA county office personnel who have completed the training as outlined in Stipulation 4, shall complete the <STATE> FSA Cultural Resources Review Form (Appendix: 1) for all activities designated as undertakings with the Potential to Affect historic properties as outlined in Stipulation 3. These completed forms will be sent to the State Environmental Coordinator (SEC) or FSA designee or a qualified Cultural Resources Specialist (CRS) meeting the Secretary of Interior's standards.

After the CRS reviews the activity, they send the activity with their findings to the FSA SEC or designee who will then send activity along with a determination, as appropriate, to the <STATE> SHPO for review and comment as per Stipulation 3.

**2. Responsibilities****FSA****Federal Preservation Officer (FPO)**

The FSA FPO will assist the SEC with any cultural resources protection issues that may arise and will also help in the procurement of any needed cultural resources identification surveys or any mitigation measures that may be needed.

The FPO will also function as the agency point of contact for any activities that may have ACHP involvement and will supply the ACHP with yearly progress reports for activities conducted in <State>.

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**Example SLA (Continued)**

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**State Environmental Coordinator (SEC)**

The SEC or his designee will function as the <State> FSA point of contact for all cultural resources issues. The SEC or designee will complete Section 106 (of the NHPA) training within 12 months after the signing of this agreement and also complete USDA/Natural Resources Conservation Service (NRCS) six module online cultural resources training accessed through the AgLearn website.

The SEC or designee will review all activities after conducting a literature review and forward the activities along with a findings determination to the SHPO as appropriate as outlined in Stipulation 3.

**Cultural Resources Specialist (CRS)**

The CRS will be an individual who meets the Secretary of the Interior's Standards to perform cultural resources management surveys within the state of <State>. FSA can obtain the services of this individual through direct hire, agreements with other Federal agencies, or through contracting out these services with private individuals or companies. This person(s) will be responsible for conducting individual activity background research and identification surveys. This person(s) will also be responsible for supplying FSA with the results of their research including recommendations for further action.

**SHPO**

The SHPO agrees to respond to FSA determinations or findings within a 30 day time frame, as per 36 CFR 800.3(c)(4).

**ACHP**

The ACHP or designee will participate in the review process of an activity if either the SHPO or the FSA asks the ACHP to participate. The ACHP will have 30 days to comment when asked to be a participant in the review process.

**3. Compliance Procedures**

When administering activities under either the CCC Farm Programs or the Farm Loan Programs the FSA county office staff will first determine whether the activity will be on Tribal lands. If it will be on Tribal lands, then FSA will follow the process outlined in a Tribal Consultation Protocol Agreement, if one exists. If there is no agreement, then FSA will follow the regulations outlined in 36 CFR 800.2(c)(2). If the activity is on land that a tribe claims as ceded/ancestral land then FSA will forward the same information it sends to the SHPO to the appropriate Tribe(s) for comment. Tribal protocol agreements may change this process.

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**Example SLA (Continued)**

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If it is not on Tribal lands, then FSA will use Appendix 2 of this agreement to determine if the activity is an undertaking that has the potential to affect historic properties. If it is not, this should be documented in the producer's case file. FSA will continue with the planning of the activity and FSA's Section 106 requirements are fulfilled.

If the activity is one that has the potential to effect, then information needs to be gathered to determine if it will affect an historic property and if so, if it will have an adverse effect. This information is contained on the <State> FSA Cultural Resources Review Form (Appendix 1). Once FSA gathers the required information then the following steps will be carried out:

1. Trained county office personnel will complete Section 1 of the cultural resources review sheet in as much detail as possible and send it to the SEC.
  2. The SEC will conduct a literature search of the activity area using the <STATE> SHPO site file data base. This literature search will result in one of two outcomes:
    - i. The SEC finds no cultural resource within the activity's Area of Potential Effect (APE) and finds the potential for any unknown resources to be present to be low (no sites within 1/2 mile of the APE on the same type of landform and soil type). In this instance, the SEC will send the information back to FSA county office with Section 2 of the review sheet checked and FSA will file the worksheet in the producers file and its Section 106 obligations are complete for that activity; or
    - ii. The SEC either finds sites within the APE or determines the potential is high (sites present within 1/2 mile on similar landform and soil type) for cultural resources to be present within the APE and will recommend an identification survey of the APE be conducted. In this instance, proceed to step 3.
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**Example SLA (Continued)**

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3. FSA will make a findings determination after an identification survey is completed. There are two ways in which this survey will be conducted:
    - i. If it is for a Farm Loan Program activity, then FSA will contact the producer and request the producer hire a qualified contractor (as determined by FSA) to conduct an identification survey to determine if there is a cultural resource within the APE and whether the resources will be impacted by the activity. FSA will forward the review sheet to the contractor to complete short report format section of the review sheet if the survey is negative findings. If the survey is not a negative findings then the contractor will send a complete report as outlined in stipulation 4 with recommended actions to FSA. FSA will proceed to step 4.
    - ii. If it is for a CCC Farm Program activity, then FSA will hire a qualified contractor (CRS) to conduct an identification survey to determine if there is a cultural resource within the APE and whether the resources will be impacted by the activity. FSA will forward the review sheet to the CRS to complete the short report format section of the review sheet if the survey is negative findings. If the survey is not a negative findings then the CRS will send a complete report with recommendations to FSA. FSA will proceed to step 4.
  4. FSA SEC will make a finding and record it in Section 3 of the review sheet once they receive fully completed cultural resources review sheet and a cultural resources identification survey report, if appropriate. There are three possible findings FSA will make:
    - i. No Historic Properties Affected-proceed to step 5.
    - ii. No Adverse Effects-proceed to step 5.
    - iii. Historic Properties Affected-proceed to step 6.
  5. FSA will send the No Historic Properties Affected or No Adverse Effects finding along with all appropriate information (completed review worksheet, identification reports) to the SHPO for a 30 day review and comment period. If the SHPO agrees with finding or if the SHPO does not respond within 30 days, then FSA will move forward with the planning and installation of the activity. Section 106 compliance is complete. If SHPO does not agree with finding then proceed to step 6.
  6. If the SHPO does not concur with FSA finding or if the finding is Historic Properties Affected then FSA will consult with the SHPO to determine the next course of action. If SHPO and FSA can not reach an agreement on how to proceed, then FSA will forward all activity information and findings to the ACHP for comment. FSA will take into account the ACHP's comments before making a final decision on the activity.
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**Example SLA (Continued)**

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**4. Reports**

Identification survey in which cultural resources are identified shall have reports written that contain enough information to permit FSA to make an informed decision and/or finding and be presented in such a manner that an outside party can understand the basis for that decision or finding. This report shall contain at minimum the following information which should include any appropriate pictures, maps and drawings:

1. Historic context (e.g. types of sites likely to be found), includes information gathered from any archival and other background research conducted
2. Area researched or surveyed (i.e., activity APE)
3. Research design (how and why the methods used were chosen)
4. Methods used (which methods were chosen and how were they carried out; e.g. reconnaissance survey)
5. Results
  - a. Outcome of survey (Cultural resources identified)
  - b. Analysis of any artifacts, features, structures
  - c. Recommendations

**Backup Data**

All field notes, pictures, and drawings not contained in the above report are the property of FSA and shall be returned to FSA as soon as possible after appropriate analysis is completed and final report accepted.

**Curation**

All artifacts found during the identification survey are the property of the landowner and shall be returned to the landowner as soon as possible after appropriate analysis is completed and final report is accepted by FSA. FSA will encourage the landowner to donate any artifacts to a local or state curation facility.

**5. Training**

FSA will ensure that all county office personnel involved in the planning of undertakings or farm loans has training in the process specified in stipulation 3 of this agreement. These training sessions will be conducted on an as needed basis when FSA implements new policy, procedures or when new regulations or Executive Orders deem it appropriate.

The SHPO is encouraged to be an active participant in this training.

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**Example SLA (Continued)**

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**6. Emergencies**

The following situations and procedures will ensure that the need to protect life and property in an emergency is accomplished while still considering cultural resources:

When there is an urgent need to save lives and/or property FSA will notify the SHPO of the threatening situation and the remediation work planned. The SHPO will have up to 7 days to respond with any concerns. In the absence of a response, concurrence will be assumed after the 7 days. FSA will document and avoid adverse impacts to cultural resources encountered during the planned work to the fullest extent practicable. In major natural disasters FSA may waive its historic property responsibilities as allowed under 36 CFR 78. Emergency work of a less threatening nature allowing for more time to plan remediation will report planned undertakings in the manner described under Stipulation 3.

**7. Human Remains**

If human remains are discovered during the planning or installation/construction of an undertaking all activities which could damage the remains shall immediately cease. The following actions will be taken:

- A. The <State> State Police and the SEC will be contacted by the FSA county office staff immediately to determine whether the remains are part of an ongoing investigation;
- B. If the remains are not part of an ongoing police investigation the SEC will notify the SHPO and any appropriate Tribes;
- C. The SHPO and/or Tribe will help FSA in the determination of potential ethnicity of the remains;
- D. If the remains are of American Indian extraction and located on Federal or Tribal Lands, FSA will follow the procedures outlined in Section 3 of the Native American Graves Protection and Repatriation Act (NAGPRA); If the remains are other than above, FSA will follow <State> statute: <appropriate state law(s)> ;
- E. FSA will follow the policy statement titled "Regarding Treatment of Burial Sites, Human Remains and Funerary Objects" as adopted by the ACHP on February, 23, 2007; for all such burial sites, human remains and funerary objects that are found within the boundaries of an Historic Property during the Section 106 compliance process

Threatening construction activities shall not resume until the remains are properly treated.

**8. Unanticipated Discoveries**

FSA agrees to cease all technical assistance and implementation of any practices upon the discovery of a cultural resources or material. FSA county office staff shall notify the SEC within 24 hours of the discovery who in turn shall notify the SHPO office to make arrangements for an on site evaluation of the resource.

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**Example SLA (Continued)**

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**9. Consultation**Public

FSA will consult with the public as is appropriate for the size and nature of the undertaking. At a minimum, this will consist of the landowner, any FSA partner involved (such as the local conservation district) and any other individual or public entity showing interest.

Tribal

FSA will consult with any Indian Tribes on a government to government basis. This consultation may result in formal consultation protocol agreements which will include procedures FSA will follow on Tribal land and on land in which a Tribe holds as ancestral lands. The SHPO will be part of these consultation and subsequent agreements with all Tribes who do not have Tribal Historic Preservation Officer (THPO) responsibilities and; if invited by the Tribes, those tribes who do have THPO responsibilities.

**10. Dispute Resolution**

Should any party to this agreement object within 30 days to any actions proposed or plans or documents issued for review under the terms of this agreement, the two parties shall consult to resolve the objection. If any of the parties determine that the objection cannot be resolved in a timely manner, then the FSA shall provide all relevant information regarding the dispute, including FSA's proposed resolution to the ACHP for comment. Within 30 days of receipt of all relevant documentation, the ACHP will either:

- A. Provide FSA with recommendations which FSA shall take into account in reaching a final decision regarding the matter; or
- B. Notify FSA that it will comment pursuant to 36 CFR Section 800.7(c), and proceed to comment within 45 days of notification to FSA.
- C. Any recommendations or comments provided by the ACHP shall be taken into account by the FSA in accordance with 36 CFR Section 800.7(c)(4) with reference to the subject of the dispute. Any recommendations or comments provided by the ACHP will be understood to pertain to the subject of the dispute only; the FSA's responsibilities to carry out all actions that are not the subjects of the dispute will remain unchanged.

**11. Amendments**

Any party to this agreement may propose that it be amended or modified, whereupon the parties will consult in accordance with 36 CFR Section 800.14 to consider such amendment. Any resulting amendment shall be executed in the same manner as the original agreement.

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**Example SLA (Continued)**

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**12. Termination**

Any party to this agreement may terminate it by providing 60 calendar days written notice to the other parties to this agreement with specific reasons for such termination, provided the parties consult during this period prior to termination to seek agreement on amendments or other actions that would avoid termination.

**13. Funding**

All financial commitments of the USDA/FSA and <STATE> SHPO are subject to the availability of funds. In the event either party is subject to a funding limitation or cannot otherwise secure the necessary funding for this Agreement, it will notify the other party within 30 days and any necessary modifications, including possible termination per Stipulation 12 will be made to this Agreement

**14. Expiration**

This agreement will remain in effect for five years from the date of execution, provided that the parties to this agreement may consult to determine whether to extend its terms, whereupon the parties may extend this agreement for a period of time mutually agreeable. Within 30 days of the yearly anniversary of the signing of this agreement, the parties agree to meet to discuss any new practices or change undertaking categories as described in Appendix 2 and to discuss any other issues concerning any actions carried out under this agreement.

The parties agree that all matters not discussed in this agreement will be handled in accordance with Section 106 of the NHPA and ACHP regulations. Execution of this State Level Agreement and implementation of its terms evidences that the FSA has taken into account the effects of its Farm Program and Farm Loan Program assistance provided on public and private lands on historic properties and this fulfills FSA's obligations under the National Historic Preservation Act and other legislation and regulations.

Signatories:

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Example SLA (Continued)

Appendix 1: <State> FSA Cultural Resources Review Worksheet

**<State> FSA Cultural Resources Review Worksheet**

**Section 1: Activity Information**

Program Participant's Name \_\_\_\_\_ FSA Contact \_\_\_\_\_

Check One: Farm Loan Program \_\_\_\_\_ Farm Program \_\_\_\_\_

UTM Coordinates of practice: Zone: \_\_\_\_\_ N: \_\_\_\_\_ E: \_\_\_\_\_

Is the activity located on Tribal ceded/ancestral lands?  
 Yes \_\_\_\_\_ (If applicable, follow process of Tribal Agreement)  
 No \_\_\_\_\_

Proposed conservation practice/activity:

Describe, in detail; proposed practice and disturbance (Area of Potential Effect, APE).  
 Include length, width, depth of disturbance, and height of activity/undertaking, if appropriate:

FSA contact will include topographic map with activity/undertaking clearly marked and photos of the APE.  
 FSA office will forward this sheet and attachments to FSA state office SEC.

Example SLA (Continued)

Appendix 1: <State> FSA Cultural Resources Review Worksheet (Continued)

**Section 2: Literature Search**-to be completed by SEC

Did Literature search indicate a site within APE or indicate a High probability for a site to be present?  
Yes \_\_\_ (SEC will return worksheet to FSA County Office, with recommendation for an Identification survey).  
No \_\_\_ (Return worksheet to FSA County office, with a recommendation of no Identification survey).

**Section 3: FSA Findings**-to be completed by FSA State Office

\_\_\_ FSA agrees with the contractor’s recommendation that no further surveys are needed and makes a finding of No Historic Properties Affected. Short report format is attached.

\_\_\_ FSA agrees with the contractor’s recommendation that no further surveys are needed and makes a finding of No Historic Properties Affected. Cultural resources were discovered and a full cultural resources report is attached.

\_\_\_ FSA agrees with the contractor’s recommendation that no further surveys are needed and makes a finding of No Adverse Effect. Cultural resources were discovered and a full cultural resources report is attached.

\_\_\_ FSA makes a finding of Historic Properties Affected and is initiating further consultation to resolve further course of action.

Signature of FSA State office (SEC) \_\_\_\_\_

**Section 4: SHPO, THPO or Tribal Concurrence**-FSA will send this worksheet and any and all attachments to the SHPO, if not on Tribal lands or Tribal ceded/ancestral lands; appropriate THPO or Tribes if on Tribal lands; and to the SHPO and THPO or Tribes if on Tribal ceded/ancestral lands for all activities for which FSA makes a Finding.

SHPO concurs with FSA Finding: Yes \_\_\_ No \_\_\_

If No, Please supply reason and return to FSA state office for further consultation:

SHPO or staff signature \_\_\_\_\_

Example SLA (Continued)

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Appendix 1: <State> FSA Cultural Resources Review Worksheet (Continued)

THPO concurs with FSA Finding: Yes\_\_\_\_ No\_\_\_\_

If No, Please supply reason and return to FSA state office for further consultation:

THPO or staff signature\_\_\_\_\_

Tribe concurs with FSA Finding: Yes\_\_\_\_ No\_\_\_\_

If No, Please supply reason and return to FSA state office for further consultation:

Tribal Representative's signature\_\_\_\_\_

## Example SLA (Continued)

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**Appendix 1: <State> FSA Cultural Resources Review Worksheet (Continued)****Cultural Resources Identification Survey Short Report Format**

This format will be used when a field visit or Identification survey is conducted and no cultural resources were encountered. Included with this short report will be the FSA Cultural Resources Worksheet and all appropriate attachments. Also include any maps and photos to help illustrate how the survey was conducted.

**Background: This section will include results of literature search and short environmental and historic context of APE**

Example SLA (Continued)

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Appendix 1: <State> FSA Cultural Resources Review Worksheet (Continued)

**Methodology and Recommendation:** This section will include complete field methodology, results and recommendations

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**Example SLA (Continued)**
**Appendix 2: Activities FSA Administers for the State of <State>**

**Activities FSA Administers for the State of <State>**

This appendix lists all activities FSA administers in the state of <State>. They have been separated into ones that have the potential to effect historic properties, thus requiring compliance documentation, and ones that do not. If new activities or programs are developed they will be considered as undertakings that have the potential to effect until FSA consults with the SHPO and the ACHP and changes their status. The status of the programs and activities can be changed at any time if the consulting parties agree to the change.

**Undertakings that do not have the potential to effect**

The following undertakings or programs, FSA, in consultation with <STATE> SHPO and the ACHP, have determined do not have the potential to affect historic properties.

Animal control damage devices  
 Annual Food Plots  
 Annual Operating costs (seed, livestock, equipment, insurance, etc.) with no construction/demolition in plan including 7-year equipment loan  
 Annual operating costs, including construction  
 Breaking tiles  
 Closing Costs  
 Conservation easement/contract with no construction  
 Conservation Easements  
 Debris Removal, no new ground disturbance  
 Debt Set aside  
 Deferral  
 Eligible and Suitable plantings  
 Enlarge existing farm  
 Family Subsistence/living expense  
 Farmland Purchase, no new construction planned  
 Fence, repair  
 Fence, replace  
 Forb planting  
 Grafting or similar practice  
 Grass Planting  
 Herbicide purchase/application

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**Example SLA (Continued)**
**Appendix 2: Activities FSA Administers for the State of <State> (Continued)**

Income Producing Activities
Insecticide purchase/application
Interest assistance for guaranteed loans
Inventory property disposal with easement/covenants
Irrigation system/sprinkler
Irrigation system/trickle (drip)
Labor
Legume planting
Limited resource rates
Living snow fence
Loan Consolidation
Mineral purchase/application
Mulching
Netting for hardwoods
Non-Insured crop disaster Assistance program
Nutrient Management
Other vegetation for habitat, food or cover planting
Partial Release of security
Pasture and Hayland planting
Permanent water source for wildlife, if above ground
Pipeline, if temporary above ground
Plastic Mulch
Plastic tubes for hardwoods
Pond Sealing and lining
Production costs with no construction or demolition
Production costs, including construction or demolition
Reamortization
Refinance Debt
Reorganize farm operations
Rescheduling Debt
Restructuring
Seedbed preparation, if area previously cultivated
Seeding
Seeding firebreaks, fuelbreaks, firelanes
Seeding, approved shrubs and trees
Shrub planting seedlings
Storage Facility, added capacity, buildings less then 50 years old
Subordination, no new ground disturbance planned or no new construction planned
Supplemental drip irrigation
Surface Roughening, if previously cultivated

## Example SLA (Continued)

## Appendix 2: Activities FSA Administers for the State of &lt;State&gt; (Continued)

Temporary cover  
 Temporary food plots  
 Trade adjustment Assistance Program  
 Transfer/assumption  
 Tree Planting bare roots  
 Tree tubes, shelters  
 Trough or tank, if above ground  
 Writing down debt

**Undertakings that do not have the potential to effect, if installed in previously tilled soil and will not exceed 12” in depth**

Clean tilling firebreaks  
 Contour Grass Strips  
 Critical Area Planting  
 Establish/maintain wildlife food plot  
 Filterstrips  
 Grassed or Sod waterway

**Undertakings that do have the potential to effect**

The following list of undertakings are undertakings that FSA, in consultation with the <State> SHPO and the ACHP, has determined have the potential to effect and as such will require compliance review as per Stipulation 3 of this agreement.

Animal trails  
 Bridges  
 Chutes  
 Conservation easement/contract with construction  
 Construction of structures  
 Construction, addition to existing structure, if older than 50 years  
 Crossing facilities and walkways  
 Debris removal, new ground disturbance  
 Developing farmland, new ground disturbance  
 Dikes  
 Ditches  
 Diversions  
 Drainage systems  
 Drop spillways  
 Earthmoving for dam, levee, dugout, dike  
 Excavation

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**Example SLA (Continued)**
**Appendix 2: Activities FSA Administers for the State of <State> (Continued)**

Farmland purchases, new ground disturbance planned  
 Fences, Install (if literature result is no known sites then proceed)  
 Grade stabilization structure  
 Grading, leveling, shaping, filling, not previously disturbed area  
 Grading, leveling, shaping, filling, previously disturbed area  
 Hillside ditches  
 Improve/repair, structures 50 years old or older  
 Inventory property disposal without protective easements/covenants  
 Irrigation water conveyance/ditch and canal lining  
 Irrigation water conveyance/pipeline  
 Land smoothing  
 Livestock crossing facility  
 Outlets  
 Obstruction removal  
 Permanent water source for wildlife, if below ground  
 Pipe drops  
 Pipelines, water facility  
 Plowing deep  
 Ponds  
 Pumped well drain  
 Replace buildings  
 Restore/replace property  
 Riparian buffers  
 Roads  
 Rock barrier  
 Rock filled infiltration trenches  
 Site preparation  
 Slope chiseling  
 Sod waterway  
 Spring development  
 Storage facility, undisturbed area  
 Structures, water control  
 Structures, pipe, flashboard risers, gates, chutes, outlets  
 Subordination, new ground disturbance planned, or new construction planned  
 Temporary supplemental irrigation  
 Terraces  
 Trees (large root balls), perennial planting  
 Troughs or tanks, if below ground  
 Water gaps  
 Water Storage facility  
 Wells  
 Wetland restoration