

47 Bureau of Land Management is the lead federal agency (available online at:
48 http://solareis.anl.gov/documents/docs/Solar_PA.pdf); and

49
50 **WHEREAS**, the Bureau of Land Management – California (BLM) intends to further refine the
51 approach of the Solar PEIS and Solar PA on lands administered by the BLM within the
52 boundaries of the Desert Renewable Energy Conservation Plan (DRECP) by amending the Solar
53 PEIS through its land use planning process and replacing the Solar PA with a Programmatic
54 Agreement (Agreement) that accommodates all renewable energy projects, which for the
55 purposes of this Agreement includes any renewable energy project or transmission line ROW
56 application and any connected actions, for solar, wind, geothermal production, and transmission
57 lines that also includes appurtenant facilities (renewable energy projects), and provides
58 additional, locally developed management considerations in California; and

59
60 **WHEREAS**, to achieve the goals established by Congress in Section 211 of Public Law 109-58,
61 to support the Secretary’s declaration of policy in Secretarial Orders No. 3285 and 3330, and to
62 support the goals of the BLM to encourage appropriate development of renewable energy on
63 public lands, the BLM is proposing to amend the California Desert Conservation Area (CDCA)
64 Plan, and portions of the Bakersfield Resource Management Plan (RMP), and the Bishop RMP
65 that are within the boundaries of the DRECP via a BLM Land Use Plan Amendment (LUPA);
66 and

67
68 **WHEREAS**, the BLM has prepared an environmental impact statement (EIS) under the National
69 Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, *et seq.*) for the LUPA to identify
70 alternatives for the purposes of the NEPA and comparatively examined the relative effects of the
71 alternatives to inform the agency’s consideration of future specific renewable energy projects,
72 including the possible identification of Development Focus Areas (DFAs) and lands where
73 renewable energy project development may occur; and,

74
75 **WHEREAS**, the BLM has provided the public opportunities to comment on the LUPA through
76 the NEPA process consistent with 36 C.F.R. § 800.2(d)(3), including public scoping meetings
77 and public meetings held in November and December 2011, April and May 2013, and October,
78 November, and December 2014; release of a Description and Comparative Evaluation of Draft
79 DRECP Alternatives in December 2012; and a public website with additional information. All
80 public materials included information about the National Historic Preservation Act (NHPA) and
81 the Section 106 process, and the BLM considered comments received through the NEPA and the
82 NHPA processes concerning cultural resources in the development of this Agreement.; and

83
84 **WHEREAS**, through the Record of Decision (ROD), the BLM will determine whether to amend
85 BLM land use plans to:

- 86
- 87 ▪ Identify lands excluded from renewable energy project development in a 10 million acre
 - 88 ▪ Identify priority areas within the lands open to renewable energy project development
 - 89 ▪ Identify areas within the lands managed by the BLM that are best suited for conservation,
 - 90 ▪ Identify areas within the lands managed by the BLM that are best suited for conservation,
 - 91 ▪ Identify areas within the lands managed by the BLM that are best suited for conservation,
 - 92 ▪ Identify areas within the lands managed by the BLM that are best suited for conservation,
- and are restricted from future renewable energy project development;

- 93 ▪ Establish basic avoidance, minimization, compensation, conservation, and mitigation
94 requirements (Conservation Management Actions or CMAs) for renewable energy
95 development within the LUPA to ensure the most environmentally responsible
96 development and delivery of renewable energy; and

97
98 **WHEREAS**, any terms and conditions established by the ROD will apply to new applications
99 for renewable energy project development as defined in the ROD. The stipulations of this
100 Agreement will also apply to those same applications; and

101
102 **WHEREAS**, the BLM has determined that its LUPA is an undertaking subject to Section 106 of
103 the NHPA at 54 U.S.C. § 306108, and its implementing regulations at 36 C.F.R. § 800 (2004);
104 and

105
106 **WHEREAS**, the BLM has determined that its LUPA decisions consistent with the DRECP
107 constitutes a controversial and non-routine undertaking where the effects may be regional in
108 scope and cannot be fully determined prior to approval of the Undertaking, and the BLM
109 proposes the development and approval of a Programmatic Agreement under 36 C.F.R. §
110 800.14(b)(3), which meets the threshold of review by the Advisory Council on Historic
111 Preservation (ACHP) under Component 5(b) and (c) of the *National Programmatic Agreement*
112 *among the BLM, ACHP, and National Conference of State Historic Preservation Officers*
113 (hereinafter referred to as the *National Programmatic Agreement*); and

114
115 **WHEREAS**, pursuant to the *National Programmatic Agreement* and 36 C.F.R. § 800.6(a)(1)(c),
116 the BLM has notified the ACHP that some implementation activities allowed by the LUPA have
117 the potential for adverse effects and of the BLM's intent to develop this Agreement, and the
118 ACHP has elected to participate by formal notification received October 22, 2013 and is a
119 Signatory to this Agreement; and

120
121 **WHEREAS**, the BLM has consulted with the California State Historic Preservation Office
122 (SHPO) regarding the LUPA pursuant to 36 C.F.R. § 800. Because the effects of the LUPA's
123 implementation on historic properties cannot be fully determined prior to the Undertaking's
124 approval, the BLM has chosen to assess potential adverse effects from the Undertaking and
125 provide for the resolution of any such effect through the implementation of this Agreement
126 consistent with 36 C.F.R. § 800.14(b)(3); and

127
128 **WHEREAS**, the BLM has consulted with the SHPO and the ACHP pursuant to 36 C.F.R. §
129 800.14(b)(3), and following the procedures outlined at 36 C.F.R. § 800.6, has developed the
130 process outlined in this Agreement to govern the BLM's compliance with Section 106 of the
131 NHPA during implementation of the LUPA; and

132
133 **WHEREAS**, pursuant to the special relationship between the Federal Government and federally
134 recognized Indian tribes (codified in Section 101(d)(6)(B) of the NHPA, 36 C.F.R. §
135 800.2(c)(2)(ii), the American Indian Religious Freedom Act (AIRFA), Executive Orders 13007
136 and 13175, and Section 3(c) and Section 12 of the Native American Graves Protection and
137 Repatriation Act (NAGPRA)) the BLM is responsible for government-to-government
138 consultation with federally recognized Indian tribes; and

139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182

WHEREAS, the BLM has formally notified and invited federally recognized Indian tribes (Tribes) (see Appendix A) with interests in the lands managed by the BLM to consult on the LUPA, the development of this Agreement, and to participate in this Agreement as Concurring Parties; and

WHEREAS, the BLM has formally notified and invited non-federally recognized tribes and tribal organizations (Tribal Organizations) (see Appendix A) with interests in the lands managed by the BLM to consult on the LUPA, the development of this Agreement, and to participate in this Agreement as Concurring Parties; and

WHEREAS, the BLM has invited the Tribes to participate in Tribal Federal Leadership Conferences between September 2011 and December 2014 to identify issues, concerns, and interests and to share information regarding any and all resources within the DRECP plan area pertinent to renewable energy project development, natural and cultural resource conservation, and to solicit information pertinent to renewable energy project development and land use planning, and the BLM considered this information in the preparation of the LUPA EIS; and

WHEREAS, the BLM has consulted and will continue to consult with the Tribes and Tribal Organizations on the LUPA and the development of this Agreement, and will continue to consult with the Tribes and Tribal Organizations throughout the implementation of this Agreement, regarding historic properties to which they attach religious and cultural significance. The BLM will carry out its responsibilities to consult with Tribes and Tribal Organizations that request such consultation with the further understanding that, notwithstanding any decision by these Tribes and Tribal Organizations to decline concurrence, the BLM shall continue to consult with these Tribes and Tribal Organizations throughout the implementation of this Agreement, pursuant to Stipulation II; and

WHEREAS, the BLM has invited federal and state government agencies (see Appendix A) with interests in the lands managed by the BLM to consult on the LUPA and to participate in this Agreement as Concurring Parties; and

WHEREAS, the BLM has invited local governments (see Appendix A) with interests in the lands managed by the BLM to consult on the LUPA and to participate in this Agreement as Concurring Parties; and

WHEREAS, the BLM has invited organizations and individuals (see Appendix A) with interests in the lands managed by the BLM to consult on the LUPA and to participate in this Agreement as Concurring Parties; and

WHEREAS, signing of this Agreement by a Concurring Party indicates participation in the Section 106 consultations and acknowledgment that their party's views were taken into consideration, but does not indicate approval of the outcome of the NEPA analysis for the LUPA nor does it indicate a preference for or endorsement of a specific alternative; and

183 **WHEREAS**, for the purposes of this Agreement, “Consulting Parties” collectively refers to the
184 Signatories, Concurring Parties, and all Tribes or Tribal Organizations regardless of their
185 decision to sign this Agreement as a Concurring Party; and
186

187 **WHEREAS**, This Agreement does not negate or supersede any other Memorandum of
188 Agreement (MOA) or Programmatic Agreement (PA) governing the LUPA Area, pursuant to 36
189 C.F.R. Part 800, with the exception of the Solar PA. If any MOA or PA in effect at the time this
190 Agreement is executed is found to be in conflict with this Agreement, the respective Signatories
191 will confer to resolve the conflict per Stipulation X of this Agreement. If the resolution results in
192 a proposed amendment to this Agreement, the provisions under Stipulation IX will be followed;
193 and
194

195 **WHEREAS**, the provisions of this Agreement apply to future, site-specific renewable energy
196 project applications when the BLM is the lead federal agency and the application is for
197 renewable energy projects on BLM administered public lands within the LUPA Area, and
198 connected actions; and
199

200 **NOW, THEREFORE**, the BLM, SHPO, and ACHP mutually agree that the BLM will carry out
201 its Section 106 responsibilities with respect to any future renewable energy project development
202 within the LUPA Area in accordance with the following stipulations.
203

204 **DEFINITIONS**

205
206 Terms used in this Agreement are defined in Appendix B. All other terms not defined have the
207 same meaning as set forth in the regulations at 36 C.F.R. § 800.16.
208

209 **STIPULATIONS**

210
211 The BLM shall ensure that the following measures are carried out:

212 **I. APPLICABILITY**

213 214 A. General Purpose.

215
216 1. The LUPA establishes a framework for permitting for all renewable energy
217 project and transmission line ROW applications and portions of any connected
218 actions, for solar, wind, geothermal production, and transmission lines that also
219 includes appurtenant facilities (renewable energy projects), on lands administered
220 by the BLM. It also includes those connected actions that may extend onto other
221 jurisdictions. This Agreement and the LUPA will inform the agency’s
222 consideration of future, site-specific, renewable energy project applications
223 including the identification of DFAs and other lands administered by the BLM
224 where renewable energy project development may occur, areas where renewable
225 energy project development will not be permitted, and development of CMAs to
226 establish basic avoidance, minimization, and mitigation requirements for
227 renewable energy project development within the DRECP LUPA Area, to ensure
228 the most responsible development of renewable energy on BLM-administered

229 public lands. A more detailed description of the BLM Undertaking and
230 corresponding maps are included in Appendix C.

- 231
- 232 2. This Agreement establishes the process the BLM will follow to fulfill its
233 responsibilities under Section 106 of the NHPA for site-specific, renewable
234 energy project application decisions that are implemented in accordance with the
235 decisions supported by the LUPA and BLM policy. This Agreement does not
236 provide streamlining or fast-tracking of renewable energy project applications.
237 Instead, provisions of this Agreement will be incorporated in the LUPA to ensure
238 a consistent, predictable, and timely approach to take into account the effects of
239 renewable energy project application decisions upon historic properties across the
240 LUPA Area.

241

242 B. Tiered Agreements

- 243
- 244 1. The BLM will execute MOAs pursuant to 36 C.F.R. § 800.6 (c), as opposed to
245 PAs, to fulfill the intent of this Agreement for site-specific, renewable energy
246 projects that result in adverse effects whenever possible. MOAs are usually based
247 upon knowledge of specific resources; therefore, resolutions of adverse effects are
248 more accurate. Where there is adequate information regarding the nature of
249 historic properties within areas of potential effect (APEs), MOAs can specify
250 avoidance, minimization, and/or mitigation measures more precisely.
- 251
- 252 2. Creation of new, project specific PAs tiered from this Agreement is not
253 anticipated, but may be necessary where any of the conditions pursuant to 800.14
254 (b)(1) for using a PA are met. New PAs, however, are generally discouraged and
255 are not considered appropriate for most specific undertakings, where
256 determinations of eligibility and findings of effect can be completed before the
257 BLM makes a decision on the undertaking.

258

259 **II. GOVERNING CONSULTATION PRINCIPLES**

260

261 A. Advisory Council on Historic Preservation Consultation

262 The BLM shall invite the ACHP to participate in consultation when the following
263 thresholds for ACHP review are met: (1) non-routine interstate and/or interagency
264 projects or programs; (2) undertakings that adversely affect National Historic Landmarks
265 (NHLs); (3) undertakings that the BLM determines to be highly controversial; (4)
266 undertakings that will have an adverse effect and with respect to which disputes cannot
267 be resolved through formal agreement between BLM-SHPO, such as a MOA; and (5)
268 development and approval of program alternatives, including project-specific PAs. The
269 ACHP shall determine whether it will participate in the consultation within 15 days of
270 receipt of notice, according to the criteria set forth in Appendix A to 36 C.F.R. § 800. A
271 decision by the ACHP not to participate in Section 106 consultation does not preclude
272 ACHP entry into the process at a later time if the ACHP determines that its involvement
273 is necessary to ensure that the purposes of Section 106 are met. If the ACHP determines

274 that its involvement is necessary, the ACHP will notify the BLM and Consulting Parties
275 per 36 C.F.R. § 800.2(b)(1).
276

277 B. State Historic Preservation Office Consultation

278 The BLM shall enter into formal consultation with SHPO on all renewable energy project
279 applications within the LUPA Area pursuant to 36 C.F.R. § 800.2(c)(1). Formal
280 consultation shall be initiated during the pre-application phase of all renewable energy
281 project applications in order to facilitate early and robust coordination and consultation.
282 Consultation with SHPO shall follow the procedures outlined in this Agreement.

283 C. Coordination with other Federal Agencies

284 Any other Federal agencies that may have Section 106 responsibilities on a renewable
285 energy project application within the LUPA Area will be invited to coordinate their
286 review with the BLM pursuant to 36 C.F.R. § 800.2(a)(2). The Federal agencies will
287 consult to determine whether the BLM can act on their behalf as the lead Federal agency
288 and fulfill their collective responsibilities under Section 106. Those Federal agencies that
289 do not designate a lead Federal agency remain individually responsible for their
290 compliance under Section 106.

291 D. Secretary of the Department of the Interior

292 In accordance with 36 C.F.R. § 800.10(c), if potential adverse effects to an NHL may
293 occur, the BLM shall notify the Secretary of the Department of Interior and invite the
294 Secretary to participate in the consultation continuing under this Agreement.
295

296 E. Tribal Consultation

297
298 1. The BLM acknowledges its government-to-government responsibilities to Tribes
299 for Section 106 review and implementation of this Agreement and commits to
300 accord tribal officials the appropriate respect and dignity of their position as
301 leaders of sovereign nations. The BLM shall continue to facilitate meaningful
302 consultation with Tribes and Tribal Organizations during the development of the
303 DRECP LUPA, as well as the planning and implementation of any activities or
304 decisions that tier from the LUPA.
305

306 2. The BLM will engage the Tribes and Tribal Organizations in early and
307 meaningful consultation on all renewable energy project applications. The BLM
308 will consult with Tribes and Tribal Organizations at the earliest stages of the
309 proposed undertaking to gather ethnographic information, property information,
310 and other resource information to help identify areas which may be of religious
311 and cultural significance to them and which may be eligible for the National
312 Register of Historic Places (NRHP). Engaging in consultation at the earliest
313 stages of project planning will assist the BLM in identifying significant issues and
314 resources that may not be identified through the course of conventional cultural
315 resources survey and identification efforts. As part of the consultation process the

316 BLM shall endeavor to provide information and maps that are easily understood
317 by tribal representatives.
318

319 3. The BLM will continue to discuss and seek agreement with Tribes and Tribal
320 Organizations regarding processes of consultation that are clear, open, and
321 transparent and that can be used to discuss multiple projects in the most efficient
322 manner possible. If a Tribe would like government-to-government consultation
323 with the BLM on an individual basis, this request will be honored at the earliest
324 possible time. If a Tribe or Tribal Organization would like to establish regular
325 meetings with a BLM Field Office, the Tribe or Tribal Organization and the BLM
326 Field Manager should consult to develop specific procedures for consultation.
327

328 4. The BLM will encourage renewable energy project applicants to provide the
329 Tribes and Tribal Organizations with opportunities to participate in the
330 archaeological surveys and construction monitoring for individual projects.
331 Participation during archaeological surveys should be coordinated by the
332 applicant's cultural resources consultant. Procedures for participation during
333 project construction should be coordinated with all Tribes and Tribal
334 Organizations the BLM consulted with on the individual project and through the
335 development of a project-specific Tribal Participation Plan.
336

337 F. Coordination with state and local process

338 The BLM will endeavor to coordinate its responsibilities under NHPA and the Section
339 106 process with the state and local agency responsibilities under the California
340 Environmental Quality Act (CEQA) and other applicable authorities for all renewable
341 energy project applications. The BLM will also endeavor to coordinate its NRHP
342 eligibility determinations with the state and local agency responsibility to make
343 determinations to the California Register of Historic Resources (CRHR). To facilitate this
344 coordination the BLM has consulted with the Consulting Parties, which includes state
345 and local agencies with CEQA responsibilities, to develop this Agreement. Participation
346 by state and local agencies in the consultation for specific renewable energy project
347 applications, and their desired level of participation, will be identified by the responsible
348 agency on a project-by-project basis after receiving BLM's invitation to consult per
349 Stipulation III (B).
350

351 G. Applicant Role

352 The BLM shall invite any renewable energy project applicant (Applicant) that submits an
353 application for a ROW grant on public lands within the LUPA Area to construct, operate,
354 and maintain a renewable energy project, to participate in the Section 106 process
355 pursuant to 36 C.F.R. § 800.2(c)(4). The Applicant will be the entity to whom the BLM
356 may issue a ROW grant related to any renewable energy project activities, and will have
357 the responsibility for carrying out the terms of any project-specific MOA or PA, under
358 the oversight of the BLM. The BLM will therefore invite the Applicant to sign any
359 project-specific MOA or PA as an Invited Signatory.
360

361 H. Additional Consulting Parties

362
363 The BLM shall involve individuals and organizations with a demonstrated interest in the
364 undertaking as provided at 36 C.F.R. § 800.2(c)(5). These parties maybe include
365 historical societies, archaeological societies, and other groups or individuals with a legal
366 or economic relation to the undertaking or affected properties, or due to a concern with
367 the undertaking’s effects on historic properties.
368

369 I. Public Involvement

370
371 The BLM shall involve the public in the Section 106 process as provided at 36 C.F.R. §
372 800.2(d) and 36 C.F.R. § 800.3(e). The BLM shall ensure that the public is informed
373 through press releases, posting of documents on the internet, or other mechanisms; about
374 the manner in which the BLM is meeting its Section 106 responsibilities, and how the
375 BLM is coordinating Section 106 with other public involvement processes including the
376 NEPA as described in Stipulation II (I).
377

378 J. Section 106/NEPA Coordination

379 The BLM will endeavor to coordinate the Section 106 process with the NEPA process
380 such that the agency meets its requirements under both authorities in an efficient manner.
381 The BLM will complete the Section 106 process within the timeframe of the NEPA
382 process prior to the approval of all future renewable energy project ROW grants
383 authorized pursuant to this program. To facilitate this coordination the BLM will utilize
384 the public review process described in the NEPA to partially meet its public involvement
385 responsibilities under the NHPA.

386 **III. CONSULTATION PROCEDURES AND TIMELINES**

387
388 A. The BLM has considered the views and recommendations of the Consulting Parties
389 regarding the identification, protection, treatment, and/or management of historic
390 properties possibly affected by renewable energy projects proposed under the LUPA and
391 this Agreement and has taken this information into account in the following decision-
392 making processes:
393

- 394 1. Through the LUPA the BLM is determining which areas may be appropriate for
395 renewable energy project development based on information generated through
396 the LUPA and other existing information on historic properties, reconnaissance or
397 sample inventories, existing ethnographic information, the results of public
398 scoping, the tribal federal leadership conferences, and feedback from tribal
399 consultation. The areas potentially available for renewable energy project
400 development are identified as DFAs, Study Area Lands, Future Assessment
401 Areas, variance areas, utility corridors, or unallocated public lands within the
402 LUPA Area.
403

- 404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
2. Through the LUPA the BLM is determining which areas are not available for renewable energy project development based on information generated through the same process as in Stipulation III(A)(1).
 3. Areas excluded from renewable energy project development may include, but are not limited to, areas where renewable energy project development could fundamentally alter or harm the value, integrity, or experience at historic properties such as a National Historic Trail (NHT) or NHL; areas containing Traditional Cultural Properties (TCP) or sites with cultural or religious significance to a Tribe; or areas where the density or complexity of historic properties would require extremely costly programs of mitigation.
 4. In accordance with the DRECP Draft EIS/Environmental Impact Report (EIR), the Final LUPA EIS, the LUPA ROD and Stipulation III (C)(4), the BLM will encourage renewable energy project development on lands administered by the BLM and designated as DFAs or utility corridors. The BLM will also consider renewable energy project development on lands designated as Study Area Lands, Future Assessment Areas, variance areas, or unallocated. The consultation processes and mitigation defined in the Final LUPA EIS and ROD and specified in this Agreement will govern the consideration and authorization of these proposed undertakings on lands administered by the BLM.
- 425
426
427
- B. The BLM will conduct a preliminary review of, and invite potential consulting parties to consult on, all renewable energy project ROW applications within the LUPA Area. Pre-application procedures include:
- 428
429
430
431
432
433
434
1. The BLM will hold a pre-application meeting with the Applicant and invite the SHPO, Tribes and Tribal Organizations, and any other potential consulting parties to a specific renewable energy project, as identified in 36 C.F.R. § 800.2, to the meeting in order to discuss inventory or research needs to identify historic properties. The pre-application meeting must be completed prior to formal acceptance of any ROW application, and prior to initiating the NEPA review process for all renewable energy projects.
 2. While the BLM may meet with Tribes and Tribal Organizations independently, the agency will invite Tribes and Tribal Organizations to participate in pre-application meetings with the Applicant to discuss and consult regarding project design, cultural resource inventory strategies, TCPs and resources with cultural or religious significance to Tribes, review of available ethnographic information, the need for project-specific ethnographic assessments, or other issues of concern.
 3. Through the ROW application review process specified in Stipulation III (C)(2) the BLM will prioritize the processing of applications in DFAs and in areas with lower potential for cultural resource concerns as defined by the cultural resources sensitivity analysis and through the results of pre-application models described in Stipulation VI (A).
- 441
442
443
444
445

- 446 4. The BLM Section 106 review process detailed in Stipulations IV and V below
447 will be appropriately tailored to the proposed project and in accordance with this
448 Agreement. The process described below is intended to provide flexibility while
449 also enhancing the BLM’s ability to meet its Section 106 responsibilities
450 efficiently, without compromising the consideration of effects to historic
451 properties.
- 452 5. The objective of consultation is to identify as early as possible any potentially
453 eligible properties, properties with cultural or religious significance to Indian
454 tribes, or other issues that may pose difficulties for the proposed undertaking and
455 future management decision-making including landscape-level resource concerns.
- 456 C. The following consultation timelines and parameters will apply to any future renewable
457 energy project applications within the LUPA Area:
- 458 1. The Section 106 review process for all proposed renewable energy project
459 applications within DFAs, as defined in Stipulation IV to this Agreement, will be
460 subject to the following timelines (see also Appendix D):
- 461 a) The BLM shall define the APE and proposed identification efforts in
462 accordance with Stipulation IV (A) and (B) and provide them concurrently
463 to the SHPO and project-specific consulting parties for a single 30
464 calendar day review and comment period.
- 465 b) The BLM shall propose determinations of eligibility and findings of effect
466 in accordance with Stipulation IV (C) and (D) and provide them
467 concurrently to the SHPO and project-specific consulting parties for
468 review and comment. The BLM shall, to the extent possible, make and
469 submit its determinations of eligibility and findings of effect in a single
470 consolidated decision for a 30 calendar day review and comment period.
- 471 c) The BLM will forward to the SHPO all comments received during the 30
472 day review and comment periods identified in (a) and (b) above.
473 Alternatively, a project-specific consulting party may provide their
474 comments directly to the SHPO with a copy to the BLM within the 30 day
475 comment period. The BLM will respond to any request from a project-
476 specific consulting party for consultation within the 30 day comment
477 period.
- 478 d) After the 30 day comment period the SHPO will have 10 calendar days to
479 provide any comments on the APE and proposed identification efforts, or
480 to comment or concur on the BLM’s determinations and findings. Should
481 SHPO not comment, the BLM shall document that SHPO has elected not
482 to comment, provide notification to all project-specific consulting parties,
483 and may proceed in accordance with its proposed designations. If the
484 BLM and SHPO disagree on a proposed determination, the BLM shall
485 seek a determination from the Keeper of the National Register. If the BLM

486 and SHPO disagree on the proposed APE, identification efforts, or
487 findings of effect the BLM and SHPO shall consult to resolve the
488 disagreement in accordance with Stipulation X.

489 e) Where a project-specific consulting party objects to the BLM’s proposals
490 within the 30 day comment period, the BLM shall consult with the
491 objecting party and the SHPO regarding the nature of the objection and
492 reconsider. If the objection is not resolved, the BLM shall further consult
493 with the SHPO and follow the process provided at 36 C.F.R. § 800.4
494 (c)(2) and 36 C.F.R. § 800.5 (c)(2). The BLM may proceed with all
495 portions that are not subject to objection.

496 2. Should the APE require modification as a result of a refinement in the Plan of
497 Development (POD), the BLM will consult with SHPO for no more than 15
498 calendar days to reach agreement on the new APE. The BLM will then prepare a
499 description and map(s) of the modified APE and any additional identification
500 efforts and provide them to the project-specific consulting parties within 30
501 calendar days of the day upon which agreement was reached.

502 3. The BLM will review its findings of effect when the sixty-percent design is
503 provided by the Applicant, and provide the results of this review to the project-
504 specific consulting parties. The sixty-percent project design is a conventional
505 engineering milestone and is developed by the Applicant in response to public
506 comment received through the ongoing NEPA process. If significant changes to
507 the project are proposed in the sixty-percent design, a supplemental NEPA or
508 additional Section 106 review may be required. Significant changes can include,
509 but are not limited to: new information, new alternatives, or changes in the
510 proposed project.

511 4. Renewable energy project applications proposed outside of DFAs are not given a
512 priority status for processing. For these projects, the Section 106 review timelines
513 will include the 30 day review timelines outlined in Stipulation III (C)(1) above as
514 a minimum, but consultation on the APE and identification efforts, and the
515 determinations and findings for a proposed renewable energy project may take
516 longer than 30 days each.

517 5. The BLM shall make reasonable attempts to contact the project-specific
518 consulting parties as defined in Stipulation II to confirm that the party has elected
519 not to comment or agrees with the course of action proposed by the BLM.
520 “Reasonable attempts” include two forms of written communication, including a
521 formal letter and/or email to the Tribal Chairperson and designated representative
522 for the Tribe; and two follow-up phone calls. Unless otherwise agreed to, the
523 BLM shall respond to any request by a project-specific consulting party for
524 information and clarification about any proposed language or element under this
525 Agreement, within 30 calendar days of receipt of the request. Where the time
526 period for review or comment has passed after such reasonable attempts, the BLM
527

528 may assume that the project-specific consulting parties have elected not to
529 comment and may proceed with the course of action proposed.

530 **IV. IDENTIFICATION, EVALUATION AND ASSESSMENT OF EFFECTS**

531 The BLM will conduct Section 106 review of all proposed renewable energy project applications
532 within the portions of the LUPA Area that are available for renewable energy project
533 development in accordance with the timelines established in Stipulation III (C) and with the
534 following processes:

535 A. Area of Potential Effects

536 1. The BLM will determine the APE for all individual renewable energy projects
537 proposed within the LUPA Area. The APE will be defined based on the accepted
538 POD for the proposed project. The APE for proposed projects will consider the
539 following factors:

- 540 a) Typically, the BLM may consider the ROW application area, plus any
541 buffers when defining the direct effects APE. Factors considered will
542 include all proposed temporary and permanent, surface and subsurface
543 project components. The components may include, but are not restricted
544 to: all areas where renewable energy generation components are proposed
545 to be constructed; all laydown and construction yards; all linear
546 components including access roads, gas pipelines, water pipelines,
547 transmission line corridors, etc.; all pull-areas associated with bends in
548 transmission line corridors; any helicopter or other alternative equipment
549 use areas; and any other areas associated with project construction where
550 historic properties could sustain direct effects as a result of the project.
- 551 b) For projects with large ROW application areas, where only a small portion
552 of the ROW would be directly affected by any proposed temporary and
553 permanent, surface and subsurface project components, and where historic
554 properties could sustain direct effects as a result of the project, the BLM
555 shall consider the entire ROW application area as part of the APE but may
556 further distinguish between the potential for direct and indirect effects.
- 557 c) When defining the APE for indirect effects, the BLM shall consider the
558 area within which historic properties could sustain visual, auditory, and
559 atmospheric effects as a result of the project, and may extend well beyond
560 the ROW application area.
- 561 d) The cumulative effects APE will entirely encompass the direct and
562 indirect APEs and can include reasonably foreseeable effects caused by
563 the undertaking that may occur later in time or be farther removed in
564 distance.
- 565 e) When defining the APE, the BLM may also consider lands outside of
566 BLM administered public lands where the BLM is required to analyze
567 project impacts under the NEPA and effects to historic properties under
568 the NHPA as a connected action to the portion of the project proposed on
569 BLM administered public lands within the LUPA Area.

570 2. The BLM will prepare a description and map(s) of the APE and provide them to
571 the project-specific consulting parties for review and comment and will
572 concurrently request SHPO review pursuant to Stipulation III (C).
573

574 B. Identification Efforts
575

576 The BLM may require the development of the following types of cultural resources
577 studies to identify and assess adverse effects to historic properties from individual
578 renewable energy projects. This is not an exhaustive list and additional studies may be
579 required, as necessary. All studies listed here are described in more detail in Appendix E.
580 Non-confidential versions of final reports will be made available to the project-specific
581 consulting parties.
582

583 1. The BLM will require the development of a review of existing cultural resources
584 information and conduct a BLM Class I existing information inventory and
585 overview. This information will be used to develop a research design and work
586 plan for additional cultural resources studies for the proposed project. The BLM
587 will also develop an ethnographic literature review based on the review of
588 existing information.
589

590 a) The BLM will send the research design and work plan to the project-
591 specific consulting parties for review and comment and will concurrently
592 request SHPO review and concurrence on the proposed identification
593 efforts, pursuant to Stipulation III (C).
594

595 b) The BLM will submit the ethnographic literature review to the SHPO,
596 Tribes and Tribal Organizations for review and comment, and to seek any
597 additional information regarding resources in the APE with cultural or
598 religious significance to the Tribes.
599

600 2. The BLM will require the development of a new Class III inventory for the entire
601 direct effects APE, except where the following conditions apply: (1) where
602 reliable Class III inventory data already exist; (2) where Class III inventories
603 greater than 15 years in age may be reliable, with additional review; or (3) where
604 geomorphological or human-caused land disturbances would preclude the
605 existence of historic properties. If the BLM decides to require less than a Class III
606 inventory for the entire direct effects APE, the BLM will seek the views of the
607 SHPO and project-specific consulting parties, pursuant to Stipulation III (C), and
608 determine the final inventory strategy that best represents a reasonable and good
609 faith effort to carry out appropriate identification efforts.
610

611 3. The BLM will require the development of a geo-archaeological study of the entire
612 direct effects APE. The study will consider natural and archaeological site
613 formation processes to determine the likelihood of subsurface archaeological
614 remains within the APE. The study will utilize information obtained during any

615 geotechnical testing conducted as part of the overall project design process to
616 inform this analysis.

- 617
- 618 4. The BLM may require the development of an indirect effects study for the entire
619 indirect effects APE. The study will consider indirect effects to all known historic
620 properties and other properties identified in consultation with project-specific
621 consulting parties within the indirect effects APE, whose NRHP significance may
622 be adversely affected by visual, auditory, or atmospheric intrusions from
623 construction of the proposed project.
 - 624
 - 625 5. The BLM may require the development of an historic built-environment study for
626 the entire direct effects APE, if there are built-environment resources within the
627 APE that have the potential to be historic properties.
 - 628
 - 629 6. The BLM will require a peer review of the studies described in (1) through (5)
630 above, in accordance with Stipulation VI (B) of this Agreement.
 - 631
 - 632 7. The BLM will consult with the Tribes and Tribal Organizations to identify any
633 resources that have cultural or religious significance to the Tribes or Tribal
634 Organizations. The BLM may require the development of an ethnographic
635 assessment for the project, if the Tribes or Tribal Organizations indicate that they
636 have additional information that should be considered in the Section 106 review
637 and analysis.

638 C. Determinations of Eligibility

- 639
- 640 1. Based on the results of the identification efforts described in (B) above, and the
641 results of the peer review report described in (B)(6), the BLM will determine if
642 any of the cultural resources identified within the APE, including resources with
643 cultural or religious significance to a Tribe, meets one or more of the NRHP
644 eligibility criteria specified in 36 C.F.R. § 60.4. Resources that meet one or more
645 criteria shall be considered historic properties.
 - 646
 - 647 2. Where resources are identified that are evaluated as not eligible under Criteria A-
648 C, and where their Criterion D values are unknown but will be avoided by project
649 design or by implementing protection measures, the BLM will treat such
650 resources as eligible for the NRHP under Criterion D without formal evaluation,
651 for that project only, and their significant values will be avoided. The Applicant
652 must submit a formal letter committing to avoidance of any resources that are
653 unevaluated under Criterion D and avoided.
 - 654
 - 655 3. The BLM will submit the agency proposed determinations of eligibility to the
656 project-specific consulting parties for review and comment, and will concurrently
657 request SHPO review and concurrence on the agency proposed determinations of
eligibility pursuant to Stipulation III (C).

658 D. Findings of Effect

- 659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
1. The BLM shall make findings of effect consistent with 36 C.F.R. § 800.4(d) and identify the type of adverse effect for each affected property in accordance with the criteria established in 36 C.F.R. § 800.5(a)(1) and (2)(i)-(vii).
 2. The BLM will submit the agency proposed findings of effect to the project-specific consulting parties for review and comment, and will concurrently request SHPO review and concurrence on the agency proposed findings of affect pursuant to Stipulation III (C).
 3. If the BLM determines that the effect of the undertaking on historic properties may be adverse, the BLM will make a reasonable and good faith effort to avoid or minimize adverse effects and proceed in accordance with Stipulation V. Avoidance of historic properties is the preferred method to address potential adverse effects and the BLM will require avoidance to the maximum extent practicable.

674 **V. HISTORIC PROPERTIES TREATMENT AND MANAGEMENT**

- 675
676
677
678
- A. Where adverse effects to historic properties from any proposed renewable energy project application within the LUPA Area are identified, the BLM will execute a project-specific MOA pursuant to 36 C.F.R. § 800.6 to fulfill the intent of this Agreement. Historic properties will be treated and managed in accordance with the following processes:

- 679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
1. Resolution of Adverse Effects
 - a) The BLM will invite the ACHP to participate in the resolution of adverse effects to historic properties should any of the thresholds for ACHP participation identified in Stipulation II (A) be met.
 - b) The BLM will consult with the SHPO, the ACHP (if participating), and project-specific consulting parties regarding the resolution of adverse effects from individual projects.
 - c) The BLM will seek agreement to avoid, minimize, or mitigate adverse effects to historic properties. The BLM will execute an MOA with the SHPO and the ACHP (if participating) to conclude the Section 106 process and will file a copy with the ACHP.
 - d) The BLM will identify all mitigation measures for historic properties that will be adversely affected by a specific project in an Historic Properties Treatment Plan (HPTP) that will be included as an appendix to the MOA. The Applicant is responsible for implementing all of the terms of the MOA. Potential appendices are described in more detail in Appendix D.
 - e) Where the BLM, SHPO, and ACHP (if participating) are unable to execute an MOA, the BLM will follow the process at 36 C.F.R. § 800.7.
 2. Post-Review Discoveries and Unanticipated Effects

- 698 a) The BLM, in consultation with the SHPO, the ACHP (if participating),
699 and project-specific consulting parties, will develop a comprehensive plan
700 to manage post-review discoveries and unanticipated effects during project
701 construction. The plan will be attached to any project-specific MOA or PA
702 as an appendix, and implemented by the Applicant.
703 b) Should any post-review discoveries or unanticipated effects occur prior to
704 the development of a monitoring plan, or where an MOA or PA for a
705 specific project has not been executed, the BLM shall follow the process
706 at 36 C.F.R. § 800.13(b).

707 3. Treatment of Human Remains of Native American Origin

- 708 a) The BLM shall ensure that any Native American human remains and
709 funerary objects discovered on federal lands shall be treated in accordance
710 with the provisions of NAGPRA and its implementing regulations at 43
711 CFR Part 10.
712 b) In consultation with the Tribes and Tribal Organizations for the specific
713 undertaking, the BLM shall seek to develop a written plan of action as
714 needed pursuant to 43 C.F.R. 10.5(e) to manage the inadvertent discovery
715 or intentional excavation of human remains, funerary objects, sacred
716 objects, or objects of cultural patrimony.
717 c) The BLM shall ensure that the Native American Heritage Commission is
718 notified so that Native American human remains and/or funerary objects
719 discovered on non-federal lands are treated in accordance with the
720 applicable requirements of the California Public Resources Code at
721 Sections 5097.98 and 5097.991, and of the California Health and Human
722 Safety Code at Section 7050.5(c).
723 d) Once the BLM has verified that the requirements of the NAGPRA or
724 California state laws have been met, the BLM may authorize the project
725 proponent to resume operations in the vicinity of the discovery.

726 4. Historic Properties Management

727 The BLM shall ensure that an Historic Properties Management Plan (HPMP) will
728 be developed for all projects where historic properties require long term
729 management. The HPMP will be developed in consultation with the SHPO, the
730 ACHP (if participating), and project-specific consulting parties. The HPMP will
731 identify how historic properties will be managed through project Operations and
732 Maintenance, and Decommissioning. The Project Proponent is responsible for
733 implementing the terms of the HPMP.

- 734 B. Creation of new PAs tiered from this Agreement are generally discouraged and are not
735 anticipated, but may be appropriate where any of the conditions pursuant to 36 C.F.R. §
736 800.14(b)(1) for using a PA are met. Where the BLM determines that a project-specific
737 PA is necessary, the BLM may develop a project-specific PA that tiers from this
738 Agreement, executed pursuant to 36 C.F.R. § 800.14(b) and consistent with Stipulation I
739 (B)(2) herein, instead of following the process outlined in Subpart A above.

- 740 1. The BLM will notify the ACHP, SHPO, Tribes and Tribal Organizations, and
741 other potential consulting parties of its intent to develop a project specific PA and
742 invite the parties to participate in its development as appropriate pursuant to 36
743 C.F.R. § 800.2(c) to consult and participate in the development of the PA.
- 744 2. The PA shall be consistent with requirements of 36 C.F.R. § 800.14 (b). It shall
745 address, but is not limited to, determination of the APE, a process for
746 identification and evaluation of historic properties, consideration of provisions
747 requiring ethnographic data collection, determination of adverse effects to historic
748 properties, a process for incorporating design changes to avoid or minimize
749 adverse effects to historic properties, development of HPMP for those projects
750 with historic properties that require management or monitoring for avoidance and
751 protection within or near a project’s boundaries, a process for incorporating
752 methods for avoiding, minimizing, or mitigating adverse effects, a process for the
753 preparation and implementation of an HPTP, and processes for amending the PA,
754 resolving disagreements, and terminating the PA. The Applicant is responsible for
755 implementing all of the terms of the PA.

756 VI. CONSERVATION MANAGEMENT ACTIONS

757 The CMAs in this section are consistent with the general purpose of this Agreement detailed in
758 Stipulation I. These CMAs do not replace the adverse effect resolution measures that will be
759 developed in consultation on individual renewable energy projects. Instead, these CMAs provide
760 a programmatic framework for specific regional scale commitments that the BLM is making to
761 avoid, minimize, and mitigate cumulative effects to historic properties associated with renewable
762 energy project development in the LUPA Area.

764 A. Cultural Resources Sensitivity Analysis

- 765
- 766 1. Renewable energy project applicants will consider the results of a cultural
767 resources sensitivity analysis using the BLM geodatabase of recorded
768 archaeological sites and other known resources as part of the initial planning pre-
769 application process described in Stipulation III (B). The cultural resources
770 sensitivity analysis is to be used to select specific footprints for further
771 consideration that will minimize impacts to recorded cultural resources including
772 places with cultural and religious significance to Tribes. If the proposed project
773 footprint lies within an area identified or forecast as sensitive for cultural
774 resources the project applicant must provide justification in the application for
775 why the project merits further consideration. The justification from the applicant
776 to proceed with an application will be project and resource specific, and is
777 intended to inform the Consulting Parties. Sensitivity analysis will not replace
778 required project specific identification efforts but rather is intended to identify
779 resource patterns. Details revealing specific cultural resources or other
780 information will remain confidential and this process will remain consistent with
781 Stipulation VIII (C).
- 782
- 783 2. A committee comprised of a subset of the Consulting Parties will be established
784 to work with the BLM to define how the data from recorded archaeological sites

785 and other known resources in the geodatabase will be used and depicted as more
786 sensitive or less sensitive for cultural resources so that the general information can
787 be used by applicants during the initial planning pre-application process. At a
788 minimum, the committee will include at least one representative from each of the
789 following interest groups: SHPO, ACHP, Tribes and Tribal Organizations, other
790 agencies, archaeological and historic preservation groups, and the renewable
791 energy project applicants.
792

- 793 3. The committee will develop this process within one year, or other period as
794 determined by the Signatories, of execution of this Agreement and provide to all
795 Consulting Parties for a 30 day review and comment period. After the 30 day
796 review and comment period, the BLM will consider all comments received, revise
797 the document as appropriate, and provide the final to all Consulting Parties.
798 Details regarding the development and implementation of the sensitivity analysis
799 will be included as Appendix F to this Agreement. Renewable energy project
800 applications processed after the execution of this Agreement but prior to the
801 development of the sensitivity analysis will not benefit from the analysis, but will
802 use information obtained from the project specific identification efforts as
803 described in Stipulation IV (B).
804
- 805 4. In accordance with the reporting intervals described in Stipulation VII, the BLM
806 will provide a report of the status of the geodatabase and its use for informing the
807 pre-application to the Consulting Parties.
808

809 B. Peer Review Process

- 810
- 811 1. Renewable energy project applicants will hire a third-party cultural resources
812 consultant early in the project application review process to provide cultural
813 resources technical support to the BLM. This support will include, but not be
814 limited to, assisting the BLM as needed throughout the processes identified in
815 Stipulations IV and V. Third-party cultural resources consultants must meet the
816 same permitting requirements as the cultural resources consultant, consistent with
817 Stipulation VIII (A), and report directly to the BLM lead archaeologist for the
818 individual project. The purpose of the third-party peer review is to ensure
819 information accuracy and consistency with all BLM requirements and to assist the
820 BLM in meeting its Section 106 compliance requirements.
821
- 822 2. Third-party peer reviews may include, but are not limited to the following
823 activities:
- 824 a. Review of all documents developed for a project.
 - 825 b. Review of all fieldwork conducted by the cultural resources consultants,
826 including on-site check-ins during fieldwork and post-fieldwork field
827 verification assessments.
 - 828 c. Third party consultant may also complete other tasks to assist the BLM
829 with meeting its Section 106 compliance requirements including, but not

830 limited to: drafting letters, meeting coordination, and consulting party
831 coordination.
832

- 833 3. The results of the field verification and review of the information presented in the
834 technical report will be documented in a summary report to be submitted to the
835 BLM within 60 days of completion of the peer review of those components. The
836 BLM will review and approve the final third-party peer review report.
837
- 838 4. The BLM will consider the information presented in the third-party peer review
839 when making determinations and findings for the project consistent with
840 Stipulation IV (A)(3) and (4).
841

842 C. Compensatory Mitigation Fee for Cumulative Effects
843

- 844 1. The BLM will impose a compensatory mitigation fee for all approved renewable
845 energy projects within the LUPA Area to address cumulative and some indirect
846 adverse effects to historic properties. The mitigation fee will be calculated in a
847 manner that is commensurate to the size and regional impacts of the project, the
848 details of which will be established in Appendix G.
849
- 850 2. The same committee identified in Stipulation VI (A)(2) for the development of
851 the Cultural Resources Sensitivity Analysis in Appendix E will establish how
852 compensatory mitigation fees will be used. Individual mitigation efforts will be
853 organized along one of four broad themes within the LUPA Area:
854 a. Regional research to address gaps in knowledge or to address synthesis of
855 regional data
856 b. Education, training, interpretation, and outreach regarding cultural
857 resources
858 c. Maintenance/retention of social and cultural heritage values of people
859 affiliated with LUPA Area
860 d. Acquisitions of additional land to be brought into Federal conservation
861 within the LUPA Area due to important cultural values
862
- 863 3. The committee will develop a process for the management and use of the
864 compensatory mitigation fees within six months, or other period as determined by
865 the Signatories, of execution of this Agreement and provide to all Consulting
866 Parties for a 30 day review and comment period. After the 30 day review and
867 comment period, the BLM will consider all comments received, revise the
868 document as appropriate, and provide the final version to all Consulting Parties.
869 The final document will be included as Appendix F to this Agreement.
870
- 871 4. In accordance with the reporting intervals described in Stipulation VII the BLM
872 will provide a report on the status of all activities funded with compensatory
873 mitigation fees, a review of the effectiveness of ongoing activities, and discuss
874 future activities with the Consulting Parties.
875

876 D. Cultural Resources Training

877

878

879

880

881

882

883

884

885

886

887

888

889

890

891

892

893

894

895

1. The BLM will facilitate training in Section 106 of the NHPA and construction compliance for all Consulting Parties to enhance the consultation process for all renewable energy projects by encouraging better information sharing and communication. This training will be in addition to the Worker Environmental Awareness Training required by the BLM for all project construction personnel.

- a) Section 106 of the NHPA training will be funded by the regional mitigation fee and will be open to all Consulting Parties. The need for Section 106 of the NHPA training will be assessed in the annual report identified in Stipulation VII.

- b) All approved renewable energy projects will hold a single, in-person construction compliance training for all cultural resources compliance personnel, including contractors, the project proponent, and the BLM prior to the start of construction. Training will include an introduction to all applicable cultural compliance documents and requirements for construction, sensitivity training by a designated Tribal representative, and a visit to the project site. This project-specific training will be funded by the project proponent and conducted by the cultural resources contractor.

896 **VII. REPORTING REQUIREMENTS**

897

898

899

900

901

902

903

904

905

- A. The BLM acknowledges the complexity and scale of the Undertaking and will continue to facilitate meaningful consultation throughout the life of this Agreement. The implementation and operation of this Agreement shall be evaluated on an annual basis by the Consulting Parties for the first five (5) years after the signing of the Agreement and the implementation of the Undertaking. The BLM shall prepare an annual letter report summarizing the fulfillment of the stipulations contained within this Agreement. The report will be submitted to all Consulting Parties by January 31, 2017, for the initial reporting period, and by January 31 for all subsequent reporting years.

906

907

908

909

910

911

1. The annual letter report shall include a general summary of actions processed under this Agreement, a report of the implementation of the CMAs; an accounting of the projects where regional mitigation fees have been collected; a description of the mitigation projects that have been, or are being funded with the fee money, and a discussion of additional mitigation projects that should be considered.

912

913

914

915

916

917

918

919

2. If the BLM reports activity under this Agreement, the Consulting Parties may meet in-person or via a conference call to evaluate the activities conducted under this Agreement during the reporting year, discuss overall trends in project implementation under this Agreement, and address program-level concerns with implementation of this Agreement. The Consulting Parties may provide suggestions for modifications to this Agreement based on information shared at reporting meetings.

920 B. At the fifth year, the BLM shall prepare a letter report and meet with the Consulting
921 Parties to evaluate the implementation and operation of this Agreement and consult
922 regarding the reporting intervals.

923 **VIII. STANDARDS AND QUALIFICATIONS**

924
925 A. PROFESSIONAL QUALIFICATIONS. All actions prescribed by this Agreement shall
926 be carried out by or under the direct supervision of a person or persons meeting, at a
927 minimum, the applicable professional qualification standards set forth in the Office of
928 Personnel Management professional qualifications for archaeology and historic
929 preservation, or the Secretary of the Interior’s Professional Qualifications Standards
930 (PQS), as appropriate (48 Fed. Reg. 44739 dated September 29, 1983, and C.F.R. § 61.
931 The PQS are also available online at: [http://www.nps.gov/history/local-
932 law/arch_stnds_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm)), and the regional experience or other requirements of a BLM-
933 issued Cultural Resources Use Permit issued under the authority of Archaeological
934 Resources Protection Act of 1979 (ARPA) (16 U.S.C. 470aa-mm) and its regulations (43
935 CFR 7) and/or Antiquities Act of 1906 (P.L. 59-209; 34 Stat. 225, 16 U.S.C. 431-433)
936 and its regulations (43 CFR 3) and/or Federal Land Policy and Management Act of 1976
937 (FLPMA)(Public Law 94-570). However, nothing in this Stipulation may be interpreted
938 to preclude any party qualified under the terms of this paragraph from using the services
939 of persons who do not meet the PQS, so long as the work of such persons is directly
940 supervised in the field and laboratory by someone who meets the PQS.

941
942 B. DOCUMENTATION STANDARDS. Reporting on and documenting the actions cited in
943 this Agreement shall conform to every reasonable extent with the Secretary of the
944 Interior’s Standards and Guidelines for Archeology and Historic Preservation (48 Fed.
945 Reg. 44716-40 dated September 29, 1983), as well as, the BLM 8100 Manual, the
946 Archaeological Resource Management Reports (ARMR): Recommended Contents and
947 Format (ARMR Guidelines) for the Preparation and Review of Archaeological Reports,
948 and any specific and applicable county or local requirements or report formats. This list
949 represents the guidelines available during development of this Agreement. Should the
950 guidelines be updated after the execution of this Agreement, the latest versions will take
951 precedent. In the event that any guidelines are modified in the future to conflict with this
952 Agreement, the BLM shall notify all Consulting Parties and will consult to determine
953 how this Agreement should be revised, if necessary, pursuant to Stipulation IX.

954
955 C. CONFIDENTIALITY. All Consulting Parties to this Agreement will ensure that all
956 sensitive information, as defined in Section 9 of ARPA and Section 304 of the NHPA,
957 excluded under the Freedom of Information Act (5 U.S.C. 552, as Amended by Public
958 Law No. 104-231, 110 Stat. 3048) is protected from release. For the purposes of
959 consultation under this Agreement, the Agency official may release certain information
960 for the benefit of the resource. Information concerning the nature and location of any
961 archaeological resource (historic or prehistoric) will be considered for release under the
962 provision of Section 9 of the ARPA of 1979 as amended (16 U.S.C. 470hh) and Section
963 304 of the NHPA (54 USC § 307103). Consideration may result in the sharing of
964 summary reports that do not contain sensitive location information. The BLM will only
965 consider the release of complete reports or other information concerning the nature and

966 location of any historic property, archaeological resource, or other confidential cultural
967 resource to a Consulting Party with a demonstrated interest in the information requested
968 and a completed data sharing agreement signed by the Consulting Party.
969

970 D. CURATION STANDARDS. On BLM-administered land, all records and materials
971 resulting from the actions cited in Stipulation IV and V of this Agreement shall be
972 curated in accordance with 36 C.F.R. § 79, and the provisions of the NAGPRA, 43
973 C.F.R. § 10, as applicable. To the extent permitted under Sections 5097.98 and 5097.991
974 of the California Public Resources Code, the materials and records resulting from the
975 actions cited in Stipulations IV and V of this Agreement for private lands shall be curated
976 in accordance with 36 C.F.R. § 79, with the consent of the private property owner.

977 IX. AMENDMENTS TO THE AGREEMENT

- 978
- 979 A. Signatories may request amendments to this Agreement. Upon receipt of a request to
980 amend this Agreement, the BLM will immediately notify the other Consulting Parties and
981 initiate a 30 day period in which all Parties shall consult to consider such amendments.
982
- 983 B. This Agreement may be amended when such an amendment is agreed to in writing by all
984 Signatories. Amendments to this Agreement shall take effect on the dates that they are
985 fully executed by the Signatories.
986
- 987 C. Modifications, additions, or deletions to the appendices made as a result of continuing
988 consultation among the Consulting Parties do not require this Agreement to be amended.

989 X. DISPUTE RESOLUTION

- 990
- 991 A. Should the Signatories object at any time to the manner in which the terms of this
992 Agreement are implemented the BLM will immediately notify all Consulting Parties and
993 consult with the other Signatories to resolve the objection. The other Consulting Parties
994 may comment on the objection to the BLM.
995
- 996 1. If the objection can be resolved within a 30 day consultation period (or other
997 period as determined by the Signatories), the BLM may authorize the disputed
998 action to proceed in accordance with the terms of such resolution.
999
- 1000 2. If the objection cannot be resolved through such consultation, the BLM will
1001 forward all documentation relevant to the objection to the ACHP. Any comments
1002 provided by the ACHP within 30 days after its receipt of all relevant
1003 documentation will be taken into account by the BLM in reaching a final decision
1004 regarding the objection. The BLM will notify all Consulting Parties in writing of
1005 its final decision within 14 days after it is rendered.
1006
- 1007 B. The BLM's responsibility to carry out all other actions under this Agreement that are not
1008 the subject of the objection will remain unchanged.
1009

1010 C. At any time during implementation of the terms of this Agreement, should an objection
1011 pertaining to this Agreement be raised by a Concurring Party, the BLM shall immediately
1012 notify all Consulting Parties, in writing, consult with the SHPO about the objection, and
1013 take the objection into account. The other Consulting Parties may comment on the
1014 objection to the BLM. The BLM shall consult with the objecting party for no more than
1015 30 days. Within 14 days following closure of consultation, the BLM will render a final
1016 decision regarding the objection, taking into account all comments from the parties
1017 regarding the objection, and proceed accordingly after notifying all parties of its decision,
1018 in writing.

1019 **XI. TERMINATION**

- 1020
- 1021 A. If any Signatory to this Agreement determines that its terms will not or cannot be carried
1022 out, that party shall immediately consult with the other parties to attempt to develop an
1023 amendment per Stipulation IX above.
- 1024
- 1025 B. If within sixty (60) days an amendment cannot be developed, a Signatory to this
1026 Agreement may initiate termination by providing written notice to the other parties of
1027 their intent.
- 1028
- 1029 C. Should this Agreement be terminated the BLM may execute a new Memorandum of
1030 Agreement pursuant to 36 CFR 800.6 or Programmatic Agreement pursuant to 36 CFR
1031 800.14(b); or request, take into account, and respond to the comments of the ACHP
1032 pursuant to 36 CFR 800.7. The BLM shall notify the Consulting Parties to this
1033 Agreement as to the course of action it will pursue.
- 1034

1035 **XII. DURATION OF THE AGREEMENT**

- 1036
- 1037 A. Unless this Agreement is terminated pursuant to Stipulation XI, this Agreement will
1038 remain in full force and effect for twenty (20) years from the date of its execution.
- 1039
- 1040 B. This Agreement will expire if the LUPA or the stipulations of this Agreement have not
1041 been initiated within five (5) years from the date of its execution. Prior to such time, the
1042 BLM will consult with the Consulting Parties on whether to extend this Agreement or
1043 reconsider the terms of this Agreement and amend it in accordance with Stipulation IX.
1044 The BLM shall notify the Consulting Parties as to the course of action it will pursue 90
1045 days before the 5-year anniversary of the execution of this Agreement.
- 1046

1047 **XIV. EFFECTIVE DATE**

1048

1049 This Agreement will take effect on the date that it has been executed by the Signatories.
1050 This Agreement and any amendments thereto shall be executed in the following order:
1051 (1) BLM, (2) SHPO, and (3) ACHP.

1052

1053 Execution of this Agreement by the BLM, the SHPO, and the ACHP, and subsequent
1054 implementation of its terms, shall evidence that the BLM has taken into account the

1055 effects of the Undertaking on historic properties and that BLM has afforded the ACHP an
1056 opportunity to comment on the Undertaking and its effects on historic properties.
1057
1058 The remainder of this page is blank.

DRAFT

1059 **SIGNATORY PARTIES**

1060

1061 U.S. BUREAU OF LAND MANAGEMENT

1062

1063

1064

1065

1066 James G. Kenna

Date

1067 State Director

1068

1069

1070 CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

1071

1072

1073

1074

1075 Julianne Polanco

Date

1076 State Historic Preservation Officer

1077

1078

1079 ADVISORY COUNCIL ON HISTORIC PRESERVATION

1080

1081

1082

1083

1084 John M. Fowler

Date

1085 Executive Director

1086 Advisory Council on Historic Preservation

1087

1088 **Concurring Party**
1089

NAME OF CONCURRING PARTY

BY: _____ DATE: _____

TITLE: _____

1090
1091
1092
1093
1094
1095
1096

This is an example Concurring Party signature page
Each Consulting Party listed in Appendix A will have a separate signature page in this format

DRAFT

1097
1098
1099

**APPENDIX A:
INVITED CONSULTING PARTIES**

DRAFT

APPENDIX A

List of parties notified and invited to consult on the development of this Agreement

- 1100
1101
1102
1103 Federally Recognized Indian Tribes
1104 Agua Caliente Band of Cahuilla Indians
1105 Augustine Band of Cahuilla Indians
1106 Barona Band of Mission Indians
1107 Big Pine Tribe of the Owens Valley
1108 Bishop Paiute Tribe
1109 Cabazon Band of Mission Indians
1110 Cahuilla Band of Mission Indians
1111 Campo Band of Mission Indians
1112 Chemehuevi Indian Tribe
1113 Cocopah Indian Tribe
1114 Colorado River Indian Tribes
1115 Ewiiapaayp Band of Kumeyaay Indians
1116 Fort Independence Band of Paiute Indians
1117 Fort Mojave Indian Tribe
1118 Fort Yuma Quechan Tribe
1119 Inaja-Cosmit Band of Mission Indians
1120 Jamul Indian Village
1121 La Jolla Band of Luiseno Indians
1122 La Posta Band of Kumeyaay Indians
1123 Las Vegas Tribe of Paiute Indians
1124 Lone Pine Paiute-Shoshone Tribe
1125 Los Coyotes Band of Cahuilla and Cupeno Indians
1126 Manzanita Band of Kumeyaay Indians
1127 Mesa Grande Band of Mission Indians
1128 Moapa Band of Paiute Indians
1129 Morongo Band of Mission Indians
1130 Pala Band of Mission Indians
1131 Pauma/Yuima Band of Mission Indians
1132 Pechanga Band of Mission Indians
1133 Ramona Band of Mission Indians
1134 Rincon Luiseno Band of Indians
1135 San Manuel Band of Mission Indians
1136 San Pasqual Band of Diegueno Indians
1137 Santa Rosa Band of Mission Indians
1138 Santa Ynez Band of Mission Indians
1139 Santa Ysabel Band of Diegueno Indians
1140 Soboba Band of Luiseno Indians
1141 Sycuan Band of Kumeyaay Nation
1142 Tejon Indian Tribe
1143 Timbisha Shoshone Tribe
1144 Torres-Martinez Desert Cahuilla Indians
1145 Tule River Reservation

- 1146 Twenty-Nine Palms Band of Mission Indians
- 1147 Utu Utu Gwaitu Paiute Tribe
- 1148 Viejas Band of Kumeyaay Indians
- 1149
- 1150 Non-Federally Recognized Indian Tribes and Tribal Organizations
- 1151 Kawaiisu Tribe
- 1152 Kern Valley Indian Council
- 1153 Kern Valley Paiute Council
- 1154 Kwaaymii Laguna Band of Indians
- 1155 Monache Intertribal Association
- 1156 Pahrump Paiute Tribe
- 1157 Tubatulabals of Kern Valley
- 1158
- 1159 Federal Agencies
- 1160 Bureau of Indian Affairs
- 1161 National Park Service - Pacific West Region
 - 1162 Death Valley National Park
 - 1163 Joshua Tree National Park
 - 1164 Juan Bautista De Anza National Historic Trail
 - 1165 Manzanar
 - 1166 Mojave National Preserve
 - 1167 Old Spanish National Historic Trail
- 1168 U.S. Environmental Protection Agency
- 1169 U.S. Fish and Wildlife Service - National Wildlife Refuge System
 - 1170 Ash Meadows National Wildlife Refuge
 - 1171 Coachella National Wildlife Refuge
 - 1172 Salton Sea National Wildlife Refuge
- 1173 U.S. Forest Service – Region 5
 - 1174 Angeles National Forest
 - 1175 Cleveland National Forest
 - 1176 Inyo National Forest
 - 1177 San Bernardino National Forest
 - 1178 Sequoia National Forest
- 1179 Department of Defense:
 - 1180 U.S. Air Force
 - 1181 Edwards Air Force Base
 - 1182 Chocolate Mountain Aerial Gunnery Range
 - 1183 U.S. Army - Office of the Deputy Assistant Secretary
 - 1184 U.S. Marine Corps - Installations West
 - 1185 Air Ground Combat Center, Twentynine Palms
 - 1186 Marine Corps Air Station, Yuma, Arizona
 - 1187 Marine Corps Logistics Base Barstow
 - 1188 U.S. Navy Region - Southwest
 - 1189 Naval Air Weapons Station China Lake
 - 1190 Naval Air Facility El Centro
- 1191 U.S. Army Corps of Engineers

1192 State Agencies

- 1193 California Department of Fish and Wildlife
- 1194 California Department of Transportation
 - 1195 District 6
 - 1196 District 7
 - 1197 District 8
 - 1198 District 9
 - 1199 District 11
- 1200 California Energy Commission
- 1201 California Historic Resources Information Centers
 - 1202 Eastern Information Center
 - 1203 South Coastal Information Center
 - 1204 Southern San Joaquin Valley Info Center
- 1205 California Independent System Operator
- 1206 California Public Utilities Commission
- 1207 California State Lands Commission
- 1208 California State Parks
- 1209 Governor's Office of the Tribal Advisor
- 1210 Native American Heritage Commission
- 1211 State Historic Resources Commission

1212

1213 Local Agencies

1214 Counties:

- 1215 Imperial County
- 1216 Inyo County
- 1217 Kern County
- 1218 San Bernardino County
- 1219 San Diego County

1220 Cities:

- 1221 City of California City
- 1222 City of Hesperia
- 1223 City of Lancaster
- 1224 City of Victorville

1225 Water/Irrigation Districts:

- 1226 Antelope Valley-East Kern Water Agency
- 1227 Apple Valley Ranchos Water Company
- 1228 California Water Service Company
- 1229 Hi-Desert Water District
- 1230 Indian Wells Valley Water District
- 1231 Inyo County Water Department
- 1232 Imperial Irrigation District
- 1233 Joshua Basin Water District
- 1234 Lake Elizabeth Mutual Water Company
- 1235 Littlerock Creek Irrigation District
- 1236 Los Angeles County Waterworks Districts
- 1237 Mammoth Community Water District

- 1238 Metropolitan Water District Headquarters
- 1239 Mojave Water Agency
- 1240 Palm Ranch Irrigation District
- 1241 Palo Verde Irrigation District
- 1242 Quartz Hill Water District
- 1243 Tehachapi-Cummings County Water District
- 1244 Twentynine Palms Water District
- 1245 Victorville Water District
- 1246 Others:
- 1247 City of Tehachapi Public Works
- 1248 Death Valley Chamber of Commerce
- 1249 Golden Hills Community Services District
- 1250 Heber Public Utility District
- 1251 Lone Pine Chamber of Commerce
- 1252 Los Angeles County Planning Division
- 1253 Riverside Co Regional Parks & Open Space District
- 1254 Riverside County Planning Department
- 1255 Rosamond Community Services District
- 1256 Salton Community Services District
- 1257 San Bernardino County Department of Public Works
- 1258 San Bernardino County Special Districts Department
- 1259
- 1260 Organizations
- 1261 Alliance for Historic Landscape Preservation
- 1262 Amargosa Conservancy
- 1263 Amargosa Opera House and Hotel
- 1264 American Motorcyclist Association
- 1265 American Rock Art Research Association
- 1266 American Society of Landscape Architects
- 1267 Anza Trail Foundation
- 1268 Basin and Range Watch
- 1269 California Archaeological Site Stewardship Program
- 1270 California Archaeology Journal
- 1271 California Association of Off-Road Vehicles
- 1272 California Historic Route 66 Association
- 1273 California Missions Foundation
- 1274 California Native Plant Society
- 1275 California Off-Road Vehicle Association
- 1276 California Preservation Foundation
- 1277 California Unions for Reliable Energy (Adams Broadwell Joseph & Cardozo)
- 1278 California Wind Energy Association
- 1279 Center for Biological Diversity
- 1280 Center for Energy Efficiency & Renewable Technologies
- 1281 Conference of California Historical Societies
- 1282 Death Valley Conservancy
- 1283 Death Valley Natural History Association

- 1284 Defenders of Wildlife
- 1285 Desert Renewable Energy Tribal Coalition
- 1286 Environmental Consulting
- 1287 Friends of El Mirage
- 1288 Friends of Jawbone
- 1289 Friends of Manzanar
- 1290 Friends of Public Lands Cabins
- 1291 Friends of the Desert Mountains
- 1292 Friends of the Eastern California Museum
- 1293 Friends of the Inyo
- 1294 Historic American Landscape Survey
- 1295 Historic Roads Marriott & Associates
- 1296 Independent Civic Club
- 1297 Joshua Tree National Park Association
- 1298 Journal of California and Great Basin Anthropology
- 1299 La Cuna de Atzlan Sacred Sites Protection Circle
- 1300 Los Angeles Conservancy
- 1301 Mojave Desert Land Trust
- 1302 Mojave National Preserve Conservancy
- 1303 Morongo Basin Conservation Association
- 1304 National Historic Route 66 Federation
- 1305 National Public Lands News
- 1306 National Scenic Byway Foundation
- 1307 National Trust for Historic Preservation
- 1308 Natural Resources Defense Council
- 1309 Off-Road Business Administration
- 1310 Old Spanish Trail Association
- 1311 Research Issues in San Diego Prehistory
- 1312 Resources Law Group LLP
- 1313 Roadside Heritage
- 1314 Route 66 Preservation Foundation
- 1315 Save our Desert
- 1316 Scenic America
- 1317 Sierra Club
- 1318 Society for American Archaeology
- 1319 Society for California Archaeology
- 1320 Society for Historical Archaeology
- 1321 Society of Architectural Historians
- 1322 Southern California Railway Plaza Association
- 1323 The Archaeological Conservancy
- 1324 The California Wilderness Coalition
- 1325 The Cultural Landscape Foundation
- 1326 The Nature Conservancy
- 1327 The Wilderness Society
- 1328 The Wildlands Conservancy
- 1329 Union of Concerned Scientists

- 1330 United Four Wheel Drive Association
1331 USDA Natural Resources Conservation Service
1332
1333 Academic Institutions
1334 East Carolina University
1335 California State Polytechnic University Pomona
1336 California State University:
1337 Dominguez Hills
1338 Fullerton Department of Anthropology
1339 Northridge Department of Anthropology
1340 Sacramento San Marcos
1341 San Bernardino Department of Anthropology
1342 San Diego State University
1343 University of California:
1344 Davis Department of Anthropology
1345 Irvine History Department
1346 Los Angeles Cotsen Institute of Archaeology
1347 Los Angeles Department of Anthropology
1348 Riverside Department of Anthropology
1349
1350 Museums & Historical Societies
1351 Associated Historical Societies of LA County
1352 Autry Natl Center of the American West
1353 Bishop Museum & Historical Society
1354 California Garden & Landscape History Society
1355 Coachella Valley Archaeological Society
1356 Conference of California Historical Societies
1357 Eastern California Museum
1358 General Patton Museum
1359 Historical Society of the Upper Mojave Desert
1360 Imperial Valley Desert Museum
1361 Imperial County Historical Society Pioneers Park Museum
1362 Laws Museum
1363 Malki Museum
1364 Maturango Museum
1365 Mojave Desert Heritage & Cultural Association
1366 Mojave River Valley Museum
1367 National Railway Historical Society
1368 Pacific Coast Archaeological Society
1369 Palo Verde Historical Museum & Society
1370 Railway & Locomotive Historical Society
1371 Riverside Historical Society
1372 San Bernardino County Museum
1373 San Diego Archaeological Center
1374 San Diego Archaeological Society
1375 San Diego History Center

- 1376 Searles Valley Historical Society
1377 Shoshone Village Museum and Inn
1378 San Bernardino Historical Society
1379
1380 Industry Representatives
1381 Abengoa Solar
1382 AGG Associates
1383 Applied Earthworks
1384 ASM Affiliates
1385 Bechtel Energy
1386 Brightsource
1387 Celtic Energy
1388 EDF Renewables
1389 EnXco
1390 Far Western Archaeological Research Group
1391 First Solar
1392 Geothermal Energy Association
1393 Iberdrola Renewables
1394 Jill K. Gardner & Associates, Inc.
1395 K Road
1396 Large Scale Solar Association
1397 LightSource Renewables
1398 NextEra Energy Resources
1399 Pacific Gas & Electric Company
1400 Recurrent Energy
1401 Renewable Resources Group
1402 Resource Sciences and Planning
1403 Solar Reserve
1404 Sempra Energy Utilities
1405 Southern California Edison
1406 SoCal Gas
1407 Statistical Research, Inc.
1408 Tenaska
1409 TerraGen
1410
1411 Individuals
1412 Claude Warren
1413 Jim Mattern
1414 Mark Algazy
1415 Matt Bischoff
1416 Sophia Ann Merk
1417

1418
1419
1420

**APPENDIX B:
DEFINITIONS AND ACRONYMS**

DRAFT

1421 **APPENDIX B**
1422 **Definition of Terms**

1423
1424 **Adverse Effects:** An adverse effect is found when an undertaking may alter,
1425 directly or indirectly, any of the characteristics of a historic property that qualify the
1426 property for inclusion in the NRHP in a manner that would diminish the integrity
1427 of the property's location, design, setting, materials, workmanship, feeling, or
1428 association. Consideration shall be given to all qualifying characteristics of a
1429 historic property, including those that may have been identified subsequent to the
1430 original evaluation of the property's eligibility for the NRHP. Adverse effects may
1431 include reasonably foreseeable effects caused by the undertaking that may occur
1432 later in time, be farther removed in distance or be cumulative.

1433
1434 **Agreement:** Agreement refers to this Programmatic Agreement which has been developed to
1435 consider adverse effects to historic properties from the BLM Land Use Plan Amendment
1436 (LUPA) associated with the Desert Renewable Energy Conservation Plan (DRECP).

1437
1438 **Area of Potential Effects:** The Area of Potential Effects (APE) is defined as the total geographic
1439 area or areas within which the Project may directly or indirectly cause alterations in the character
1440 or use of historic properties per 36 C.F.R. § 800.16(d). The APE is influenced by the scale and
1441 nature of an undertaking and includes those areas which could be affected by a project prior to,
1442 during and after construction.

1443
1444 **Class I – Existing Information Inventory and Overview:** A professionally prepared study that
1445 includes a compilation and analysis of all reasonably available cultural resource data and
1446 literature, and a management-focused, interpretive, narrative overview, and synthesis of the data.
1447 Full definition for all three survey classes is available in the BLM 8110 Manual.

1448
1449 **Class II – Probabilistic Field Survey:** A statistically based sample survey, designed to aid in
1450 characterizing the probable density, diversity, and distribution of cultural properties in an area, to
1451 develop and test predictive models, and to answer certain kinds of research questions. Within
1452 individual sample units, survey aims, methods, and intensity are the same as those applied in
1453 Class III survey.

1454
1455 **Class III – Intensive Field Survey:** A professionally conducted, systematic pedestrian survey of
1456 an entire target area, intended to locate and record all historic properties.

1457
1458 **Concurring Parties:** Collectively refers to consulting parties with a demonstrated interest in the
1459 DRECP LUPA, who agree, through their signature, with the terms of this Agreement.
1460 Concurring Parties may propose amendments to this Agreement.

1461
1462 **Connected Action:** Refers to any proposed project or portions of a proposed project that is
1463 located on non-federal lands, but which would require a ROW grant from the BLM to proceed,
1464 and is therefore subject to Section 106 of the NHPA review and compliance by the BLM.

1466 **Conservation Management Actions (CMAs):** As part of the proposed LUPA, CMAs would
1467 include proposed changes from the existing management plans for cultural resources and tribal
1468 interests as defined in this Agreement.

1469
1470 **Consulting Parties:** Collectively refers to the Signatories and Concurring Parties, and shall
1471 include Tribes or Tribal Organizations regardless of their decision to sign this Agreement.

1472
1473 **Cultural Resource:** A cultural resource is an object or definite location of human activity,
1474 occupation, use, or significance identifiable through field inventory, historical documentation, or
1475 oral evidence. Cultural resources are prehistoric, historic, archaeological, or architectural sites,
1476 structures, buildings, places, or objects and locations of traditional cultural or religious
1477 importance to specified social and/or culture groups. Cultural resources include the entire
1478 spectrum of objects and places, from artifacts to cultural landscapes, without regard to eligibility
1479 for inclusion on the National Register of Historic Places (NRHP).

1480
1481 **Cultural Resources Sensitivity Analysis:** GIS modelling of known archaeological resources to
1482 consider the archaeological sensitivity of a given area. The goal of the cultural resources
1483 sensitivity analysis is to select specific renewable energy project footprints for further
1484 consideration that will minimize impacts to cultural resources.

1485
1486 **Desert Renewable Energy Conservation Plan:** The Desert Renewable Energy Conservation
1487 Plan (DRECP) is an interagency strategy to provide for renewable energy projects and for the
1488 conservation of sensitive species, ecosystems, and cultural resources in California's Mojave and
1489 Colorado/Sonoran deserts.

1490
1491 **DRECP Variance Lands:** Areas potentially available for renewable energy project development.
1492 Future Assessment Areas require a more extensive pre-application process to collect additional
1493 information before BLM makes a determination on a project application. See Appendix C for
1494 more information.

1495
1496 **Development Focus Areas (DFAs):** Area available for solar, wind and geothermal development
1497 and transmission. An application within a DFA would still go through the BLM right-of-way
1498 process including environmental and Section 106 review, but would benefit from the DRECP
1499 environmental document and this Agreement. See Appendix C for more information.

1500
1501 **Evaluation:** The application of the National Register eligibility criteria, 36 CFR § 60.4.

1502
1503 **Future Assessment Areas:** Areas potentially available for renewable energy project
1504 development. Future Assessment Areas require a more extensive pre-application process to
1505 collect additional information before BLM makes a determination on a project application. See
1506 Appendix C for more information.

1507
1508 **Historic Properties:** Cultural resources that are included in, or eligible for inclusion in, the
1509 NRHP maintained by the Secretary of the Interior and per the NRHP eligibility criteria at 36
1510 C.F.R. § 60.4 and may include any prehistoric or historic district, site, building, structure,
1511 traditional cultural property or object. This term includes artifacts, records, and remains that are

1512 related to and located within such properties. The term includes properties of traditional religious
1513 and cultural importance to an Indian tribe or Native Hawaiian organization that meet the NRHP
1514 criteria. The term “eligible for inclusion in the NRHP” refers both to properties formally
1515 determined as such in accordance with regulations of the Secretary of the Interior and all other
1516 properties that meet the NRHP criteria.

1517
1518 **Identification:** The general term for the component of BLM's cultural resource management
1519 program that includes locating, recording, and determining the legal, scientific, public, and
1520 conservation values of cultural resources, i.e., giving cultural resources a management identity.

1521
1522 **Inventory:** a term used to refer to both a record of cultural resources known to occur within a
1523 defined geographic area, and the methods used in developing the record. Depending on intended
1524 applications for the data, inventories may be based on (a) compilation and synthesis of
1525 previously recorded cultural resource data from archival, library, and other indirect sources; (b)
1526 systematic examinations of the land surface and natural exposures of the subsurface (survey) for
1527 indications of past human activity as represented by artificial modifications of the land and/or the
1528 presence of artifacts; and (c) the use of interviews and related means of locating and describing
1529 previously unrecorded or incompletely documented cultural resources, including those that may
1530 not be identifiable through physical examination.

1531
1532 **Lands Administered by the U.S. Department of Interior, Bureau of Land Management (BLM):**
1533 Any federal lands under the administrative authority of the BLM.

1534
1535 **Land Use Plan Amendment (LUPA):** BLM land use plan amendment developed pursuant to 43
1536 C.F.R. § 1610.4. See Appendix C for more information.

1537
1538 **Literature Review:** A literature review is one component of a BLM class I inventory, as defined
1539 in BLM Manual Guidance 8100.21(A)(1), and is a professionally prepared study that includes a
1540 compilation and analysis of all reasonably available cultural resource data and literature, and a
1541 management-focused, interpretive, narrative overview, and synthesis of the data. The overview
1542 may also define regional research questions and treatment options.

1543
1544 **Memorandum of Agreement (MOA):** The document that records the terms and conditions
1545 agreed upon to resolve the adverse effects of an undertaking upon historic properties.

1546
1547 **National Programmatic Agreement:** Agreement among the BLM, ACHP, and National
1548 Conference of State Historic Preservation Officers which defines how the BLM plans for and
1549 manages cultural resources under its jurisdiction in accordance with the spirit and intent of
1550 Section 106 of the NHPA, consistent with 36 C.F.R. § 800, and consistent with its other
1551 responsibilities for land-use planning and resource management under FLPMA, NEPA, other
1552 statutory authorities, and executive orders and policies.

1553
1554 **National Register:** The National Register of Historic Places, expanded and maintained by the
1555 Secretary of the Interior, as authorized by section 2(b) of the Historic Sites Act and section
1556 101(a)(1)(A) of the National Historic Preservation Act. The National Register lists cultural
1557 properties found to qualify for inclusion because of their local, State, or national significance.

1558 Eligibility criteria and nomination procedures are found in 36 C.F.R. § 60. The Secretary's
1559 administrative responsibility for the National Register is delegated to the National Park Service.
1560

1561 **Peer Review:** Process by which a third-party cultural resources consultant is hired to assist the
1562 BLM's review of all work conducted by the main cultural resources consultant to ensure
1563 accuracy and consistency of information provided.
1564

1565 **Plan Amendment:** The process of considering or making changes in the terms, conditions, and
1566 decisions of approved plans. Usually only one or two issues are considered that involve only a
1567 portion of the planning areas.
1568

1569 **Programmatic Agreement (PA):** A document that records the terms and conditions agreed upon
1570 to resolve the potential adverse effects of a Federal agency program, complex undertaking or
1571 other situations in accordance with 36 C.F.R. § 800.14 (b).
1572

1573 **Project specific consulting parties:** Project specific consulting parties are identified in
1574 accordance with 36 C.F.R. § 800.2 (c). This includes all parties with a demonstrated interest in a
1575 specific renewable energy project application, or the historic properties located within the APE
1576 of a specific renewable energy project application, and are involved in the Section 106
1577 consultation for that project.
1578

1579 **Records Search:** A records search is one component of a BLM class I inventory and an
1580 important element of a literature review. A records search is the process of obtaining existing
1581 cultural resource data from published and unpublished documents, BLM cultural resource
1582 inventory records, institutional site files, State and national registers, interviews, and other
1583 information sources.
1584

1585 **Renewable Energy Project:** All renewable energy production and transmission right of way
1586 authorizations and portions of connected actions, for solar, wind, geothermal production, and
1587 transmission lines that also include appurtenant facilities.
1588

1589 **Signatories:** Parties that have the sole authority to execute, amend, or terminate this Agreement.
1590 Signatories to this Agreement are the BLM, SHPO, and ACHP.
1591

1592 **Solar PA:** A Section 106 Programmatic Agreement for solar energy development right-of-way
1593 applications on public lands managed by the BLM in six western states, where the BLM is the
1594 lead federal agency. Available online at: http://solareis.anl.gov/documents/docs/Solar_PA.pdf
1595

1596 **Special Analysis Areas:** Areas potentially available for renewable energy project development.
1597 Special Analysis Areas require a more extensive pre-application process to collect additional
1598 information before BLM makes a determination on a project application. See Appendix C for
1599 more information.
1600

1601 **Tiering:** Tiering is a form of incorporation by reference that refers to previous documents and
1602 decisions. Tiering allows the scope of analysis for individual projects to be narrowed to focus on
1603 specific issues. All future MOAs and PAs developed for individual renewable energy projects
1604 within the LUPA Area will be tiered from this Agreement.

1605
1606 **Traditional Cultural Property (TCP):** A traditional cultural property is defined generally as a
1607 property that is important to a living group or community because of its association with cultural
1608 practices or beliefs that (a) are rooted in that community's history, and (b) are important in
1609 maintaining the continuing cultural identity of the community. It is a location that may figure in
1610 important community traditions. These places may or may not contain features, artifacts, or
1611 physical evidence, and are usually identified through consultation with the respective
1612 community. A traditional cultural property may be eligible for inclusion in the NRHP and the
1613 CRHR.

1614
1615 **Tribal Organizations:** The non-Federally recognized Indian tribes and Native American
1616 organizations that the BLM is consulting with on the BLM LUPA for Phase 1 of the DRECP.

1617
1618 **Tribes:** The federally recognized Indian tribes that the BLM is consulting with on the BLM
1619 LUPA for Phase 1 of the DRECP.

1620
1621 **Undertaking:** Collectively refers to all projects, activities, or programs funded in whole or in
1622 part under the direct or indirect jurisdiction of the BLM, including those carried out by or on
1623 behalf of a federal agency; those carried out by federal financial assistance; and those requiring a
1624 federal permit, license, or approval.

1625

1626

1627

1628

1629

Common Acronyms

1630	ACHP	Advisory Council on Historic Preservation
1631	AIRFA	American Indian Religious Freedom Act
1632	APE	Area of Potential Effects
1633	ARMR	Archaeological Resource Management Report
1634	ARPA	Archaeological Resources Protection Act
1635	BLM	Bureau of Land Management
1636	BMP	Best Management Practice
1637	CEQA	California Environmental Quality Act
1638	CDCA	California Desert Conservation Area
1639	CFR	Code of Federal Regulations
1640	CMA	Conservation Management Action
1641	CRHR	California Register of Historic Resources
1642	DFA	Development Focus Area
1643	DOI	Department of the Interior
1644	DPR	Department of Parks and Recreation
1645	DRECP	Desert Renewable Energy Conservation Plan
1646	EIR	Environmental Impact Report
1647	EIS	Environmental Impact Statement
1648	FLPMA	Federal Land Policy and Management Act
1649	FOIA	Freedom of Information Act
1650	GIS	Geographic Information System

1651	GPS	Global Positioning System
1652	HPMP	Historic Properties Management Plan
1653	HPTP	Historic Properties Treatment Plan
1654	IM	Instruction Memorandum
1655	LUPA	Land Use Plan Amendment
1656	MOA	Memorandum of Agreement
1657	NAGPRA	Native American Graves Protection and Repatriation Act
1658	NEPA	National Environmental Policy Act
1659	NHL	National Historic Landmark
1660	NHPA	National Historic Preservation Act
1661	NHT	National Historic Trail
1662	NPS	National Park Service
1663	NRHP	National Register of Historic Places
1664	PA	Programmatic Agreement
1665	PEIS	Programmatic Environmental Impact Statement
1666	POD	Plan of Development
1667	PQS	Professional Qualifications Standards
1668	RMP	Resource Management Plan
1669	ROD	Record of Decision
1670	ROW	Right-of-way
1671	SHPO	State Historic Preservation Officer
1672	TCP	Traditional Cultural Property
1673		

1674
1675
1676

**APPENDIX C:
BLM LAND USE PLAN AMENDMENT DESCRIPTION**

DRAFT

APPENDIX C
BLM Land Use Plan Amendment

1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721

The DRECP agencies announced in March 2015 that the DRECP will be finalized following a phased approach, starting with the BLM public lands component. The BLM will decide whether to amend the California Desert Conservation Area (CDCA) Plan, as currently amended, as well as the Bakersfield and Bishop Resource Management Plans (RMPs). These Land Use Plan Amendments (LUPA) would identify (1) desired outcomes expressed as specific goals and objectives and (2) allowable uses and management actions designed to achieve those specific goals and objectives. Renewable energy projects are defined for the purposes of this Programmatic Agreement as any renewable energy project or transmission right-of-way (ROW) application and any connected actions, for solar, wind, geothermal production, and transmission lines that also includes appurtenant facilities.

Through the LUPA, renewable energy projects would be allowed in Development Focus Areas (DFA), Special Analysis Areas, Future Assessment Areas, and unallocated lands, but would not be allowed in Areas of Critical Environmental Concern (ACEC), National Conservation Lands (NCL), or Special Recreation Management Areas (SRMA). Transmission facilities would be prioritized in existing designated utility corridors, but would also be allowed outside of corridors in DFAs, Special Analysis Areas, Future Assessment Areas, and unallocated lands. Transmission facilities would also be allowed in ACECs and SRMAs but must be consistent with management prescriptions for these units. Transmission facilities would also be allowed in wilderness, but only within the legislatively defined corridors that established each wilderness unit. Finally, Transmission facilities would also be allowed in NCLs, but only in previously defined corridors, and must be consistent with all NCL Conservation Management Actions.

Specifically, in furtherance of the purpose of the DRECP to conserve biological, environmental, cultural, social, and scenic resources; respond to federal renewable energy goals and policies and consider state renewable energy targets; and comply with the Federal Land Policy and Management Act (FLPMA) multiple-use management goals, the LUPA would identify:

- Areas of the public lands that are suitable and available for utility-scale solar, wind, and geothermal energy development and transmission facilities.
- Areas of the public lands that are not suitable and are unavailable for these types of uses.
- Areas of the public lands and actions that may be used as mitigation for these types of uses.
- Public lands within the CDCA to be managed as components of the National Landscape Conservation System (NLCS) pursuant to the Omnibus Public Lands Management Act.
- Allowable uses, management actions, stipulations, best management practices and mitigation measures to reduce or avoid impacts associated with large-ground disturbing activities, including renewable energy projects on public lands, and allowable uses and management actions designed to enhance resources and visitor experiences on public lands.

1722 The BLM LUPA component of the Preferred Alternative from the DRECP Draft Environmental
1723 Impact Report (EIR)/Environmental Impact Statement (EIS) covers 9.8 million acres of BLM-
1724 managed public lands. Key allocations proposed on BLM lands include:
1725

- 1726 • **Development Focus Areas (DFA):** Available for solar, wind and geothermal
1727 development and transmission facilities. An application on BLM-managed land would
1728 still go through the BLM right-of-way process including environmental review, but
1729 would benefit from the DRECP environmental document, BLM incentives, and
1730 established predictable survey and mitigation requirements. The Draft DRECP Preferred
1731 Alternative would designate 367,000 acres of Development Focus Areas on BLM lands.
- 1732 • **Study Area Lands:** These areas would be potentially available for renewable energy
1733 project development but would require a more extensive pre-application process to
1734 collect additional information before BLM makes a determination on a project
1735 application. Study Area Lands include DRECP Variance Lands, Special Analysis Areas,
1736 and Future Assessment Areas. The Draft DRECP Preferred Alternative would designate
1737 106,000 acres of Study Area Lands for renewable energy project development on BLM
1738 lands.
- 1739 • **Conservation and Recreation Designations:** The DRECP proposes to designate
1740 National Conservation Lands, Areas of Critical Environmental Concern, wildlife
1741 allocations, and Special Recreation Management Areas to conserve biological, cultural,
1742 recreational, and other values and uses. Lands within these designations would not be
1743 available for renewable energy project development.
 - 1744 ○ *National Conservation Lands:* The Preferred Alternative proposes about 3.5
1745 million acres of BLM-administered land as National Conservation Lands and
1746 emphasizes habitat connectivity, cultural-botanical resource values, and National
1747 Scenic and Historic Trail Corridors with total disturbance limited to 1%.
 - 1748 ○ *Areas of Critical Environmental Concern:* The Preferred Alternative proposes
1749 about 1.4 million acres of BLM-administered land as Areas of Critical
1750 Environmental Concern, where special management is needed to protect certain
1751 values. Most of these areas would limit total disturbance to 1% of the total area.
 - 1752 ○ *Wildlife Allocations:* The Preferred Alternative proposes about 20,000 acres of
1753 additional BLM-administered lands that are conserved for wildlife and are not
1754 available for renewable energy project development.
 - 1755 ○ *Special Recreation Management Areas:* Special Recreation Management Areas
1756 are public lands managed to be high-priority outdoor recreation areas. The
1757 Preferred Alternative would designate 32 Special Recreation Management Areas
1758 on BLM-administered land that total 2.7 million acres. The vast majority of lands
1759 within Special Recreation Management Areas are not available for renewable
1760 energy project development.
- 1761 • **Un-allocated Land:** BLM-managed lands not covered by any of the above designations.
1762 These lands would maintain current management methods. Renewable energy project
1763 applications would require amending the BLM land use plan.

1764 The LUPA would also make the following management decisions:

1765 **Conservation and Management Actions:** As part of the proposed LUPA, Conservation and
1766 Management Actions would include proposed changes from the existing management plans for

1767 many resources, including air resources, comprehensive trails and travel management, cultural
 1768 resources and tribal interests, lands and realty, livestock grazing, minerals, paleontology,
 1769 recreation and visitor services, soil, water, and water-dependent resources, visual resources
 1770 management, wild horses and burros, and wilderness characteristics.

1771 **Lands with Wilderness Characteristics:** BLM-administered lands within the LUPA Area that
 1772 could be affected by renewable energy projects or other development authorized under the
 1773 LUPA were inventoried for wilderness characteristics in 2012 and 2013 under the direction of
 1774 BLM Manual 6310. Under the Preferred Alternative, nearly 300,000 acres of lands with
 1775 wilderness characteristics would be managed to protect those characteristics.

1776 **California Desert Conservation Area:** The LUPA would apply some management decisions to
 1777 the full California Desert Conservation Area, including those areas outside the DRECP
 1778 boundary. Within the DRECP, the Multiple Use Classifications used to determine land use and
 1779 tenure in the CDCA Plan would be replaced by the new land designations described above.

1780

1781

1782

FIGURES

1783

1784 The figures included here show the BLM LUPA component of the Preferred Alternative from the
 1785 DRECP Draft EIR/ EIS. Figure 1 is the BLM LUPA component of the Preferred Alternative, and
 1786 Figure 2 is the BLM LUPA component of the No Action Alternative. On the figures, green
 1787 represents conserved areas (areas where renewable energy project development would not be
 1788 allowed). Pink represents DFAs and other areas available for renewable energy project
 1789 development. Applications for renewable energy projects in these areas would be required to go
 1790 through the BLM right-of-way process for individual project environmental review as specified
 1791 in this PA and NEPA. Yellow reflects all other BLM lands potentially available for renewable
 1792 energy project development but in addition to the BLM right-of-way process for individual
 1793 project environmental review as specified in this PA and NEPA, these areas would require an
 1794 additional amendment to the land use plan.

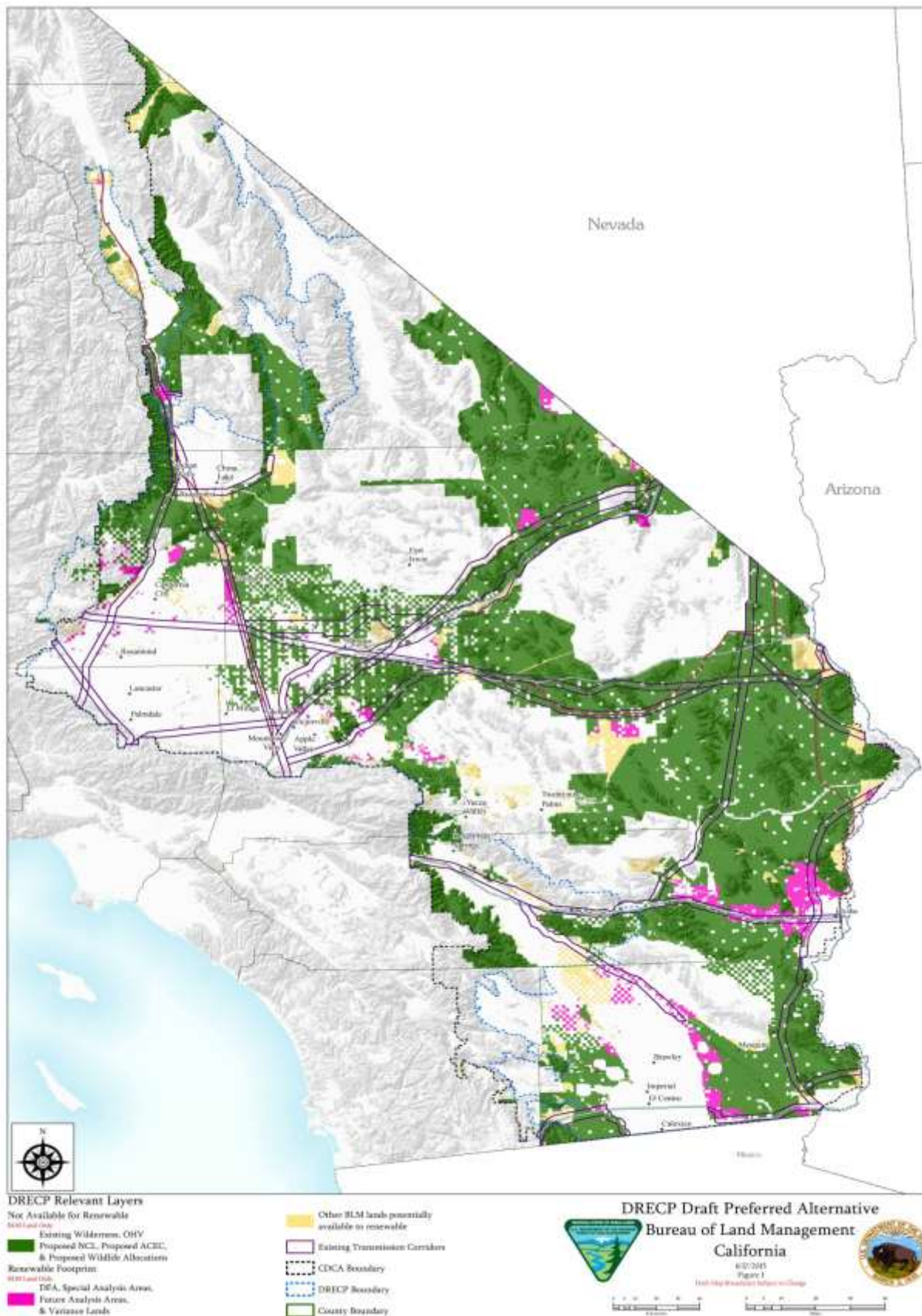
1795

1796 Table 1 represents the acreages for each designation category for both the Preferred Alternative
 1797 and the No Action Alternative.

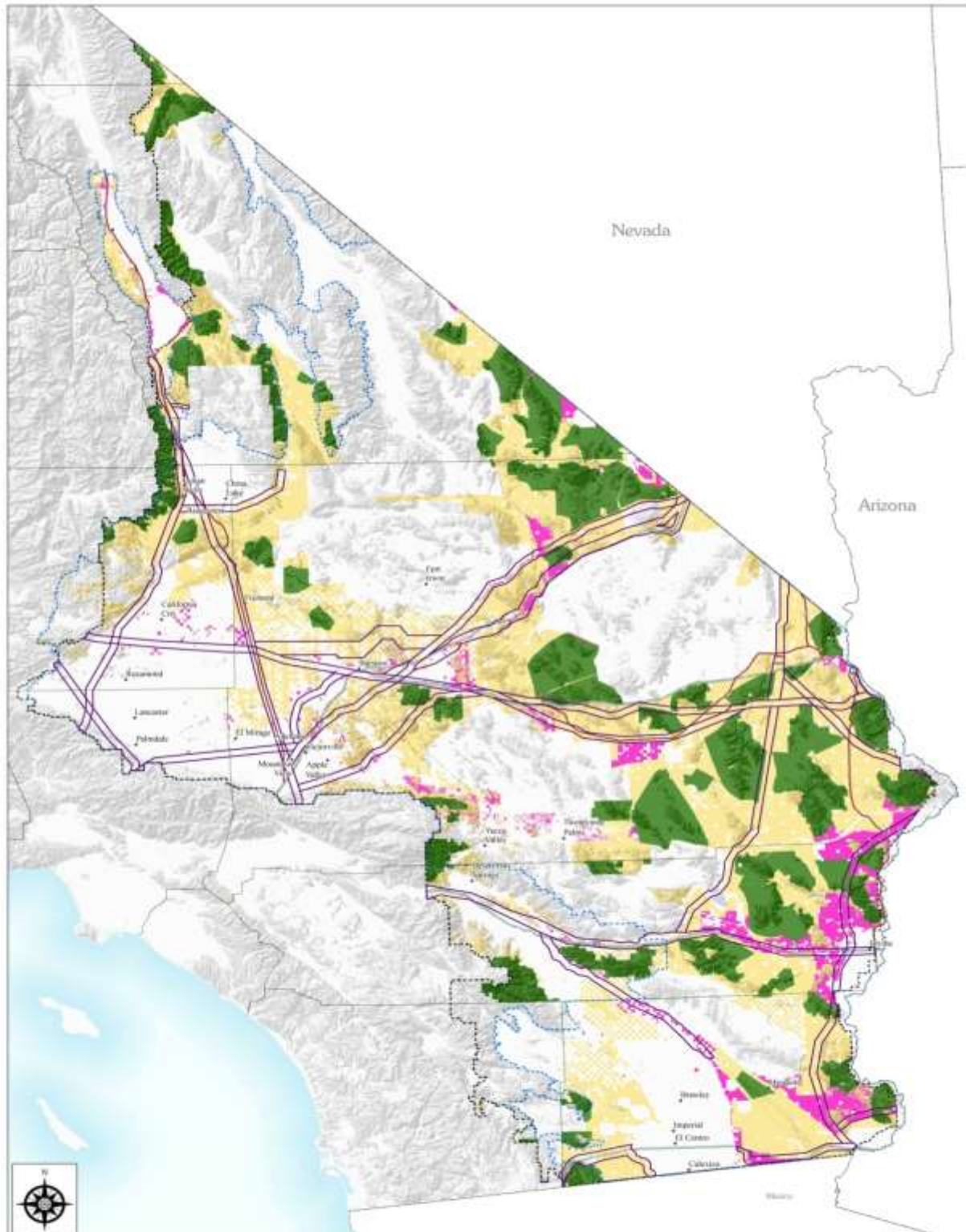
1798

	Conserved Areas	Development Focus Areas	All other BLM lands potentially available for renewable energy project development
Figure 1. Preferred Alternative Draft EIR/EIS BLM only	7,011,061	482,235	3,439,576
Figure 2. No Action Alternative BLM only	3,452,593	0	7,421,189

1799



1800



DRECP Relevant Layers

Not Available for Renewable
(BLM Land Only)

Existing BLM Wilderness

Renewable Footprint
(BLM Land Only)

Existing SEZ and Vietnam Lands

Other BLM lands potentially available to renewable

Existing Transmission Corridors

CDCA Boundary

DRECP Boundary

County Boundary

DRECP No Action Alternative

Bureau of Land Management

California

6/17/15
 Figure 2

With Map Amendment 1/15/15 in Change

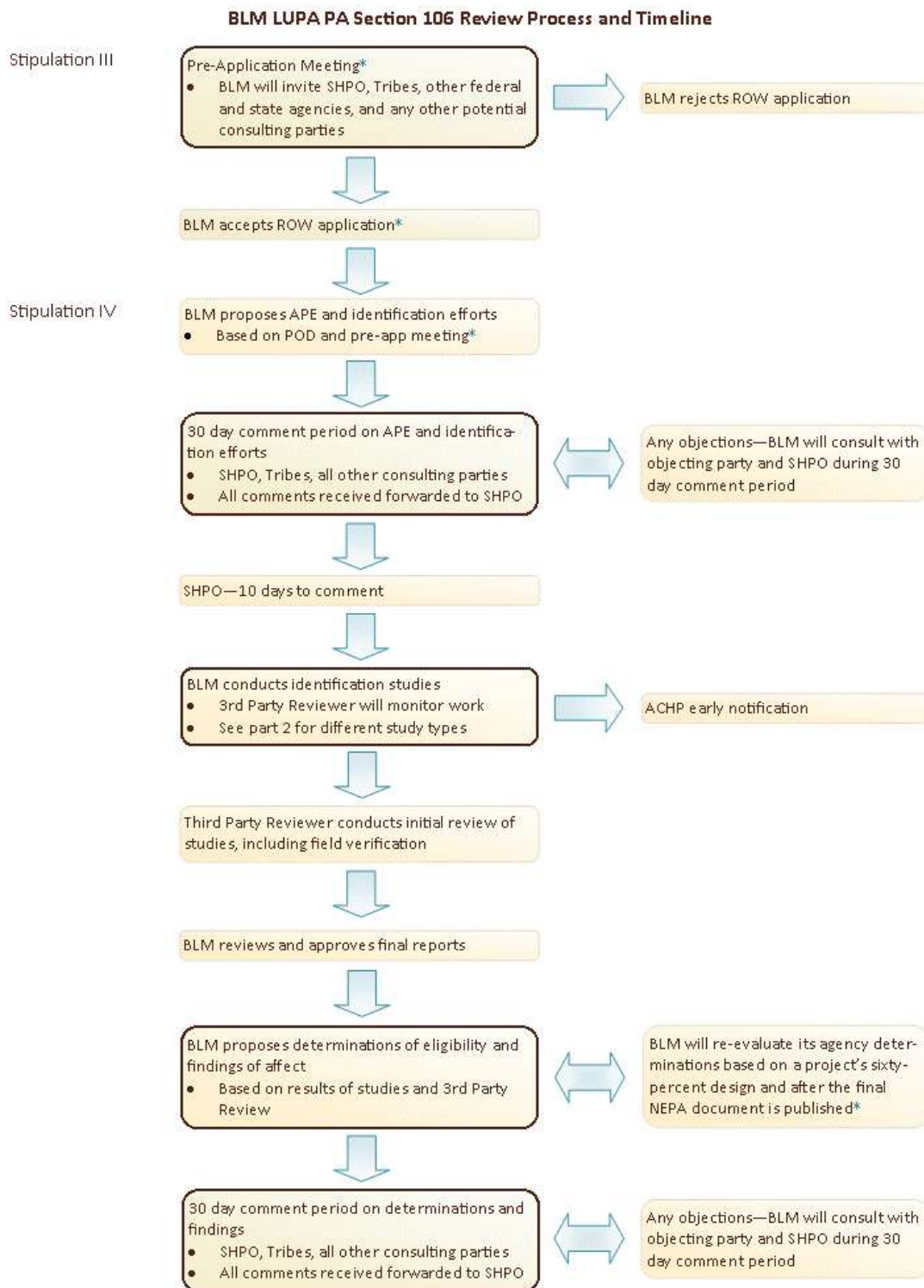


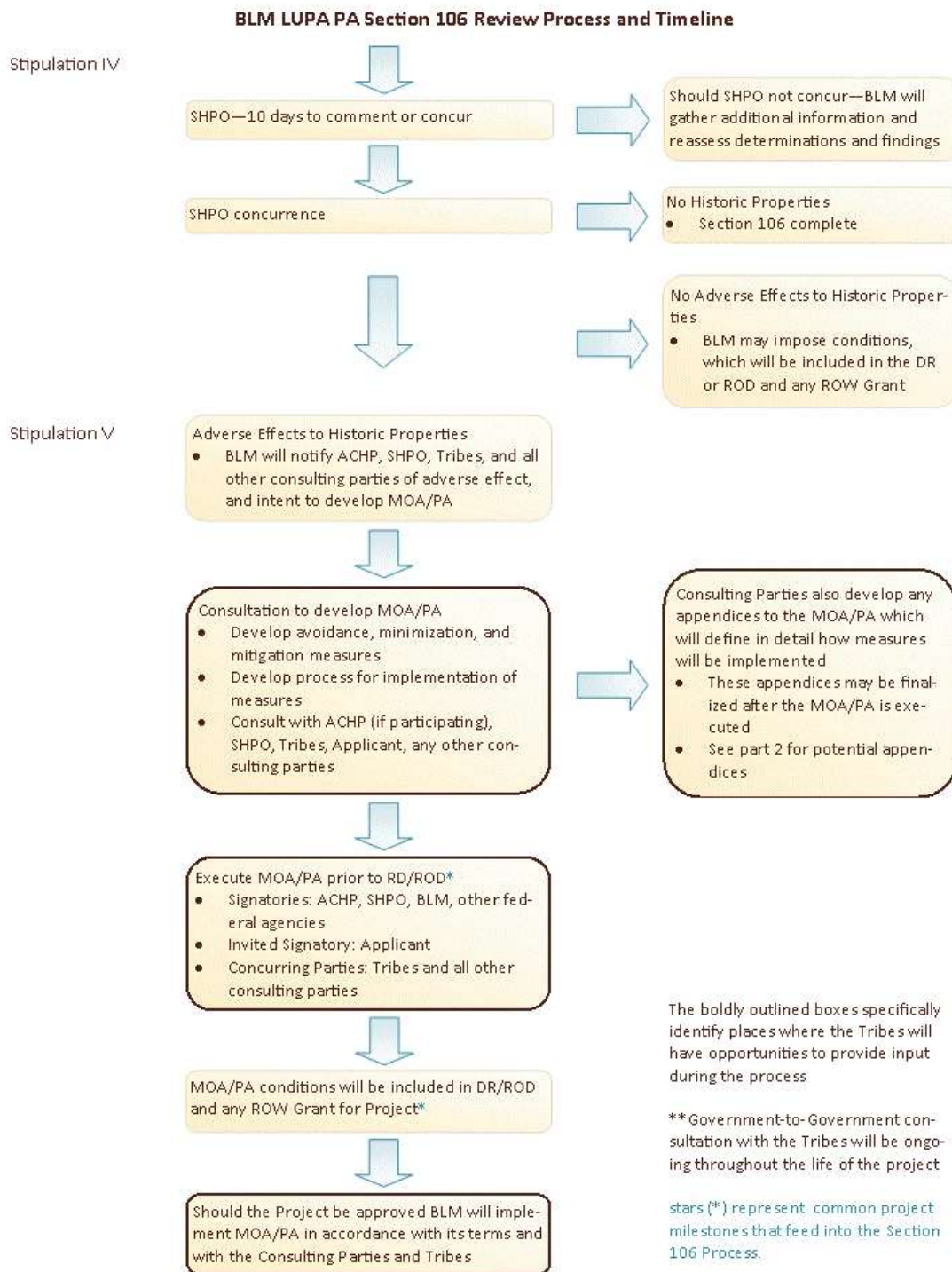
1801
 1802

1803
1804
1805
1806

**APPENDIX D:
FLOW CHART: SECTION 106 REVIEW PROCESS AND TIMELINES AS DEFINED
IN THE AGREEMENT**

DRAFT





1808

1809

1810
1811
1812

**APPENDIX E:
EXAMPLE DOCUMENT TYPES**

DRAFT

1813 This appendix includes a list of example cultural resources studies and a list of example
1814 PA/MOA appendices that may be required for individual renewable energy development
1815 projects. These are example documents only. This is not an exhaustive list, and not every
1816 document type will be required for every renewable energy development project.

1817
1818 **Identification Efforts**

1819
1820 ***Class I Literature Review and Records Search***

1821 A professionally prepared study that includes a compilation and analysis of all reasonably
1822 available cultural resource data and literature, and a management-focused, interpretive, narrative
1823 overview, and synthesis of the data. Study will also identify previously documented NRHP listed
1824 or eligible historic properties.

1825
1826 ***Class II Probabilistic Field Survey***

1827 A statistically based sample survey, designed to aid in characterizing the probable density,
1828 diversity, and distribution of cultural properties in an area, to develop and test predictive models,
1829 and to answer certain kinds of research questions. Within individual sample units, survey aims,
1830 methods, and intensity are the same as those applied in Class III survey. All recorded cultural
1831 resources are evaluated for the NRHP and eligibility recommendations provided.

1832
1833 ***Class III Intensive Field Survey***

1834 A professionally conducted, thorough pedestrian survey of an entire target area, intended to
1835 locate and record all cultural resources. All recorded cultural resources are evaluated for the
1836 NRHP and eligibility recommendations provided.

1837
1838 ***Ethnographic Assessment***

1839 A professionally conducted study that identifies ethnographic resources that are significant to
1840 Indian tribes and that may be affected by a proposed undertaking. Study will be planned and
1841 conducted in coordination with participating tribes, and may include additional archival research,
1842 field visits, and interviews with tribal informants. Tribal informants will be identified by
1843 participating tribes. Tribal informants and participating tribes will be invited to review the draft
1844 report. All identified resources will be evaluated for the NRHP and eligibility recommendations
1845 provided. Study will analyze the effects to resources identified from a proposed undertaking.

1846
1847 ***Ethnographic Literature Review***

1848 A professionally prepared summary of all publically available ethnographic literature that
1849 identifies specific places or resources that have documented significance to Indian tribes and that
1850 may be affected by a proposed undertaking.

1851
1852 ***Geo-archaeological Study***

1853 A professionally prepared study that includes a review of geological information on land-
1854 formation processes within a target area, prevalence of archaeological sites in the region with
1855 subsurface components, and results of any geotechnical testing within the proposed project area.
1856 Study will provide a conclusion regarding the potential for encountering subsurface
1857 archaeological resources throughout the target area.

1858

1859 ***Historic Built Environment Study***

1860 A professionally conducted study that identifies all built-environment resources within the
1861 indirect effects APE. All recorded historic built environment resources are evaluated for the
1862 NRHP and eligibility recommendations provided. Study will analyze the effects to historic
1863 properties identified from a proposed undertaking. This study may be incorporated into the
1864 indirect effects study.

1865

1866 ***Indirect Effects Study***

1867 A professionally conducted study that identifies all previously documented NRHP listed or
1868 eligible historic properties, and documents and evaluates any new resources that may be NRHP
1869 eligible under Criteria A-C within the indirect effects APE. Study will analyze the effects to the
1870 Criteria A-C values of the historic properties from a proposed undertaking.

1871

1872

DRAFT

1873 **Example MOA/PA Appendices**

1874

1875 ***Historic Properties Treatment Plan***

1876 A plan that includes detailed measures for resolving adverse effects to historic properties as
1877 identified in a project specific MOA or PA. The HPTP typically describes in detail the
1878 requirements that must be met in order to minimize or mitigate adverse effects to specific
1879 historic properties. Plan will include what the resolution measures are, how they will be
1880 implemented, who will be responsible for implementation, communication protocols, and
1881 reporting requirements.

1882

1883 ***Historic Properties Management Plan/Long Term Management Plan***

1884 A plan that identifies specific procedures for the long term management of identified historic
1885 properties within a project area, or properties within the project vicinity that have the potential
1886 for long-term indirect effects from a project. HPMP/LTMPs will identify any resources within
1887 the project area that require long-term management, what the long-term management procedures
1888 are, how they will be implemented, who will be responsible for implementation, communication
1889 protocols, and reporting requirements.

1890

1891 ***Post-Review Discovery and Unanticipated Effects Plan***

1892 A plan that identifies the procedures for managing any post-review discoveries or unanticipated
1893 effects to identified historic properties that may occur during project construction activities. This
1894 plan will identify any properties that should be designated as Environmentally Sensitive Areas
1895 and avoided by project construction, areas that have the potential for subsurface archaeological
1896 materials, and any other areas where archaeological monitoring is required. Plan will also
1897 identify archaeological monitoring procedures and provide a process that should be followed in
1898 the event that a post-review discovery or unanticipated effect is identified. Plan will identify
1899 roles and responsibilities of all parties, notification procedures, communication protocols, and
1900 reporting requirements.

1901

1902 ***NAGPRA Plan of Action***

1903 A plan that identifies specific procedures that should be followed in the event of a NAGPRA
1904 discovery during project construction activities on federal lands. This Plan will identify
1905 management procedures for any NAGPRA materials that may be discovered, procedures for
1906 notification and consultation with Indian tribes that may affiliated with the NAGPRA materials,
1907 communication protocols, and reporting requirements.

1908

1909 ***Tribal Participation Plan***

1910 A plan that identifies specific procedures for continued tribal participation during the project
1911 construction process. The plan is developed in coordination with all participating tribes and a
1912 project proponent. The plan should include specific procedures for tribal participation, a
1913 participation schedule, roles and responsibilities of all parties, communication protocols, and
1914 reporting requirements.

1915

1916
1917

**APPENDIX F:
CULTURAL RESOURCES SENSITIVITY ANALYSIS**

1918 To be developed as specified in Stipulation VIA.

DRAFT

1919
1920
1921

**APPENDIX G:
COMPENSATORY MITIGATION FEE FOR CUMULATIVE EFFECTS TO
CULTURAL RESOURCES**

1922 To be developed as specified in Stipulation VIC.

DRAFT