

**PROGRAMMATIC AGREEMENT
AMONG
THE BUREAU OF LAND MANAGEMENT,
ARIZONA YUMA FIELD OFFICE,
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
THE COLORADO RIVER INDIAN TRIBES,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
TEN WEST LINK TRANSMISSION PROJECT
BETWEEN TONOPAH, MARICOPA COUNTY, ARIZONA
AND BLYTHE, RIVERSIDE COUNTY, CALIFORNIA**

1. **WHEREAS**, DCR Transmission, LLC (the Applicant), intends to construct, operate and maintain the Ten West Link Transmission Project (the Undertaking) in Arizona and California according to general parameters contained in the Undertaking's Plan of Development (POD), as summarized in Stipulation II and Attachment 1; and
2. **WHEREAS**, the Undertaking consists of the construction, operation and maintenance of a 500 kV transmission line approximately 114 miles in length, proposed to begin at the Delaney Substation near Tonopah, Arizona and end at the Colorado River Substation west of Blythe, California, crossing lands with the following jurisdictions: the Bureau of Land Management (BLM); Bureau of Reclamation (Reclamation); U.S. Fish and Wildlife Service (FWS); Colorado River Indian Tribes (CRIT); Arizona State Land Department (ASLD); California State Land Commission (SLC); Counties of Maricopa and La Paz, Arizona and Riverside, California; Town of Quartzsite, Arizona; and private lands (Attachment 1); and
3. **WHEREAS**, the Yuma Field Office of the BLM may issue a right-of-way (ROW) grant to the Applicant for the construction, operation, and maintenance of the Undertaking, and if issued, the ROW grant will incorporate this Programmatic Agreement (PA); and
4. **WHEREAS**, the BLM has determined that issuance of the ROW grant and related authorizations is an Undertaking as defined at 36 C.F.R. § 800.16 that triggers the requirements of 54 U.S.C. § 306108, commonly known as Section 106 of the National Historic Preservation Act (NHPA) of 1966 (54 U.S.C. § 300101 et seq., as amended), hereinafter referred to as Section 106, on Federal and non-Federal lands during the planning, construction, operation, and maintenance of the Undertaking; and
5. **WHEREAS**, this PA and the Historic Properties Treatment Plans (HPTPs), one for each State, that will be developed pursuant to this PA will be incorporated into the POD; and
6. **WHEREAS**, the Federal agencies involved have designated the BLM to serve as the lead Federal agency for the Undertaking, and has identified the area of potential effects (APE) as described in Stipulation V (also see Attachment 1); and
7. **WHEREAS**, the BLM in consultation with the other parties to this PA, has determined that the Undertaking may have adverse effects upon historic properties as defined in 36 C.F.R. § 800.16(1)(1); and this PA has been negotiated to resolve any adverse effect; and

8. **WHEREAS**, pursuant to 36 C.F.R. § 800.6 and 800.14, the BLM has consulted with the Arizona State Historic Preservation Officer and the California State Historic Preservation Officer (collectively, the SHPOs), and the CRIT Tribal Council, and they are Signatories to this PA; and
9. **WHEREAS**, the Arizona and California SHPOs and CRIT Tribal Historic Preservation Officer are authorized to enter this agreement in order to fulfill their roles of advising and assisting Federal agencies in carrying out Section 106 responsibilities under the following Federal statutes: Sections 101 and 106 of the NHPA, at § 800.2(c)(1)(i), and § 800.6(b)(1)(i); and
10. **WHEREAS**, the AZ SHPO is authorized to advise and assist the Federal and State agencies in carrying out their historic preservation responsibilities and cooperate with these agencies under A.R.S. § 41-511.04(D)(4); and
11. **WHEREAS**, pursuant to 36 C.F.R. § 800.6(a)(1)(i)(C), the BLM, on February 15, 2017, notified the Advisory Council on Historic Preservation (ACHP) that the Undertaking may have adverse effects on historic properties that will be resolved through the PA, and the ACHP declined on March 9, 2017 to participate as a party to the PA to resolve such adverse effects; and the BLM requested that the ACHP participate as a party to the PA on January 11, 2018; and the ACHP accepted on January 25, 2018 and are a Signatory to this PA; and
12. **WHEREAS**, CRIT has assumed the role of THPO with respect to lands within its reservation boundaries and this Undertaking may cross lands under its jurisdiction; and
13. **WHEREAS**, no provision of this PA will be construed by any of the Signatories, Invited Signatories, or Concurring Parties to the PA as: (a) abridging, debilitating, or in any way affecting any sovereign powers of CRIT; (b) affecting the trustee-beneficiary relationship between the United States Secretary of the Interior and CRIT (or individual Indian landowners); or (c) interfering with the government-to-government relationship between the United States and CRIT; and
14. **WHEREAS**, the Bureau of Indian Affairs Western Regional Office (BIA) is the agency responsible for issuing permits and approving ROWs on tribal and allotted lands of CRIT, and the BLM has consulted with the BIA about the effects of the Undertaking on historic properties and has invited them to be an Invited Signatory to this PA; and
15. **WHEREAS**, the Applicant has participated in Section 106 consultations and the BLM has consulted with the Applicant about the effects of the Undertaking on historic properties and has invited them to be an Invited Signatory to this PA; and
16. **WHEREAS**, no provision of this PA shall be construed by any of the Signatories, Invited Signatories, or Concurring Parties to the PA as: (a) diminishing or reducing the Applicant's property rights or business operation discretion as provided by law, (b) expanding or increasing the authority of any governmental or Tribal entity beyond that explicitly provided by law or regulation or (c) waiving the Applicant's right to contest and/or appeal any governmental action; and
17. **WHEREAS**, the Undertaking crosses lands in California that are subject to the Programmatic Agreement Regarding Renewable Energy Development on a Portion of Public Lands Administered by the Bureau of Land Management – California, dated February 5,

2016 (the Desert Renewable Energy Conservation Plan or DRECP PA); the California portion of the PA tiers from this version of the DRECP PA, pursuant to Stipulation I(B)(2) of the DRECP PA; and certain stipulations of the DRECP PA apply to the portion of the Undertaking in California; and

18. **WHEREAS**, because the Undertaking crosses lands under the jurisdiction of the ASLD, the ASLD may use provisions of the PA to address the applicable requirements of the Arizona State Historic Preservation Act (A.R.S. § 41-861 et seq.) on State Trust lands in Arizona and may issue a ROW for the Undertaking; the BLM has consulted with the ASLD about the effects of the Undertaking on historic properties and has invited the ASLD to be an Invited Signatory to the PA; and
19. **WHEREAS**, the SLC may authorize alternatives of the Undertaking on State land and has certain responsibilities under California State laws and regulations to take into account and mitigate the impacts on properties eligible for or included on the California Register of Historic Places; and the SLC has declined in a Consulting Party Return Form dated March 6, 2017 to participate as a Consulting Party in the negotiation of the PA; and
20. **WHEREAS**, the BLM has consulted with the California Department of Transportation (Caltrans), which may issue ROWs to the Applicant for access to and construction of certain components of the Undertaking, about the effects of the Undertaking on historic properties and Caltrans has declined in a Consulting Party Return Form dated February 24, 2017 to participate as a Consulting Party in the negotiation of the PA; and
21. **WHEREAS**, the BLM has consulted with Arizona Department of Transportation (ADOT), which may issue ROWs to the Applicant for access to and construction of certain components of the Undertaking, about the effects of the Undertaking on historic properties and has invited ADOT to be an Invited Signatory to the PA; and
22. **WHEREAS**, the Lower Colorado Region of Reclamation is considering issuing a license to the Applicant to construct, operate, and maintain the proposed transmission line on any Reclamation lands crossed by the Undertaking; and the BLM has consulted with Reclamation about the effects of the Undertaking on historic properties and has invited Reclamation to be an Invited Signatory to the PA; and
23. **WHEREAS**, the Department of Defense Yuma Proving Ground (YPG) is considering issuing a license to the Applicant to construct, operate, and maintain the proposed transmission line on any YPG lands crossed by the Undertaking; and the BLM has consulted with YPG about the effects of the Undertaking on historic properties and has invited YPG to be an Invited Signatory to the PA; and
24. **WHEREAS**, the California Public Utilities Commission (CPUC) agrees that the California State Historic Preservation Officer (SHPO), per 36 CFR 800(c)(2) reflects the interests of the State of California and its citizens in the preservation of their cultural heritage; and
25. **WHEREAS**, the CPUC is the lead State agency for compliance with the California Environmental Quality Act (CEQA) and has certain responsibilities under California State laws and regulations to take into account and mitigate the impacts on properties eligible for or included on the California Register of Historical Resources; and the BLM has consulted with the CPUC about the effects of the Undertaking on historic properties and has invited the CPUC to be an Invited Signatory to the PA; and

26. **WHEREAS**, the Undertaking may cross lands under the jurisdiction of La Paz and Maricopa Counties, Arizona and Riverside County, California. The Undertaking may cross lands under the jurisdiction of the Town of Quartzsite, Arizona; and the BLM has invited the above counties and the Town of Quartzsite, Arizona to be Consulting Parties. La Paz County and the Town of Quartzsite have accepted the invitation to be Consulting Parties. The BLM has consulted with them about the effects of the Undertaking on historic properties and has invited each of La Paz County and the Town of Quartzsite to be Invited Signatories to this PA; and
27. **WHEREAS**, the Arizona State Museum (ASM) has been invited to participate in the PA pursuant to 36 C.F.R. § 800.6(c)(2)(iii) as it has mandated authority and responsibilities under the Arizona Antiquities Act (AAA) A.R.S. § 41-841 et seq. that apply to that portion of the Undertaking on State lands as defined in the AAA in Arizona; and the ASM has mandated authority and responsibilities under A.R.S. § 41-865 that apply to that portion of the Undertaking on private lands; and the BLM has consulted with the ASM about the effects of the Undertaking on historic properties and has invited the ASM to be an Invited Signatory to the PA; and
28. **WHEREAS**, the Western Area Power Administration (WAPA) may participate in the Undertaking by providing funding to the Applicant; and the BLM has consulted with WAPA about the effects of the Undertaking on historic properties and has invited WAPA to be an Invited Signatory to the PA: and
29. **WHEREAS**, the BLM is responsible for government-to-government consultation with Indian tribes pursuant to 36 C.F.R. § 800.2(c)(2)(ii), the American Indian Religious Freedom Act (42 U.S.C. § 1996) (AIRFA), Executive Order 13175, and Section 3(c) of the Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001-13) (NAGPRA), and has formally invited the twenty-three (23) Indian tribes listed below to participate in consultations regarding the potential effects of the Undertaking on properties to which they ascribe traditional religious and cultural significance, provided that CRIT and the CRIT THPO take no position on whether consultation has occurred or is consistent with Federal law; and
30. **WHEREAS**, the Agua Caliente Band of Cahuilla Indians, the Ak-Chin Indian Community, the Augustine Band of Cahuilla Indians, the Cabazon Band of Mission Indians, the Chemehuevi Tribe, the Cocopah Tribe, the Fort McDowell Yavapai Nation, the Fort Mojave Indian Tribe, the Quechan Tribe, the Gila River Indian Community, the Salt River Pima-Maricopa Indian Community, the Hopi Tribe, the Moapa Band of Paiute Indians, the Morongo Band of Mission Indians, the San Manuel Band of Mission Indians, the Soboba Band of Luiseno Indians, the Tohono O'odham Nation, the Torres Martinez Desert Cahuilla Indians, the Twenty-Nine Palms Band of Mission Indians, the Yavapai-Apache Nation, the Yavapai-Prescott Indian Tribe, and the Pueblo of Zuni (collectively, the Tribes) have been contacted, invited to engage in consultations and invited to be Concurring Parties to the PA; and
31. **WHEREAS**, the Ak-Chin Indian Community, the Cocopah Tribe, the Fort Mojave Indian Tribe, the Gila River Indian Community, the Hopi Tribe, the Morongo Band of Mission Indians, the Quechan Tribe, the Salt River Pima-Maricopa Indian Community, the Soboba Band of Luiseno Indians, the Tohono O'odham Nation, the Torres Martinez Desert Cahuilla

Indians, the Twenty-Nine Palms Band of Mission Indians, and the Yavapai-Apache Nation, and the Yavapai-Prescott Indian Tribe have participated in consultations for the Undertaking and the development of the PA consistent with 36 C.F.R. § 800.2(c)(2); provided that CRIT and the CRIT THPO take no position on whether consultation has occurred or is consistent with Federal law; and

32. **WHEREAS**, the CPUC is responsible for government-to-government consultation with Indian tribes pursuant to CEQA for non-Federal lands, the CPUC has informed consulting Indian tribes in California that the BLM's consultation process fulfills part of CPUC's consultation obligations; and
33. **WHEREAS**, the BLM has provided the public with opportunities to comment on the Undertaking and participate in the National Environmental Policy Act (NEPA) process through a Notice of Intent to Prepare an Environmental Impact Statement (EIS) published in the Federal Register on March 23, 2016 for the development of the EIS; held three public scoping meetings in April 2016; published the Draft EIS on August 31, 2018 and held three public meetings in Phoenix, AZ on October 9, 2018, Quartzsite, AZ on October 10, 2018, and Blythe, CA on October 11, 2018. Public meeting materials included information about the NHPA and the Section 106 process, and the BLM considered comments received through the NEPA and NHPA processes concerning cultural resources in the development of the PA; and
34. **WHEREAS**, Human Remains, Associated/Unassociated Funerary Objects, Sacred Objects, and Objects of Cultural Patrimony recovered within or on Federal and tribal land will be treated in accordance with NAGPRA pursuant to 25 U.S.C. § 3001–13, ARPA pursuant to U.S.C. 470aa, and in accordance with the AIRFA pursuant to 42 U.S.C. § 1996; and
35. **WHEREAS**, Human Remains and Funerary Objects discovered on State or private land in Arizona will be treated in accordance with A.R.S. § 41-844 and A.R.S. § 41-865, respectively; and in California, in accordance with the Cal. Pub. Res. Code §§ 5097.98, 5097.991 and the Cal. Health & Safety Code § 7050.5(c); and
36. **WHEREAS**, Termination of the agreement by an Invited Signatory shall only apply to lands under their respective jurisdiction. In such case, the BLM shall comply with 36 C.F.R. § 800, subpart B, for all undertakings affecting the terminating Signatory's lands within the scope of the PA. Dispute resolution (Stipulation XV) is strongly encouraged prior to termination

NOW, THEREFORE, the BLM, the Arizona SHPO, the California SHPO, CRIT, and the ACHP (collectively, the Signatories) agree that the Undertaking shall be completed in accordance with the stipulations established in the PA in order to take into account the effects of the Undertaking on historic properties. The BLM shall ensure that the Undertaking is carried out in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties:

STIPULATIONS

- I. DEFINITIONS USED IN THIS PA:** Definitions used in this PA are included as Attachment 2.
- II. DESCRIPTION OF THE UNDERTAKING**

- A.** The Undertaking encompasses the construction phase of the proposed transmission line project that takes place after the BLM ROW grant is issued and includes the construction of associated project facilities as well as the reclamation of areas used during construction but not necessary for operation and maintenance of the facilities. The Undertaking may include surveys, geotechnical testing, engineering, mitigation planning and design, or other activities initiated prior to construction of the transmission line and project facilities. The potential effects to historic properties will be the most extensive and substantial during the construction phase. The Undertaking also encompasses those activities necessary to operate and maintain the transmission line and project facilities over the life of the project. Operation and maintenance activities are approved in the ROW grant and confined to the areas specified in the ROW grant. This PA stipulates the process necessary to comply with Section 106 obligations for construction and reclamation as well as operation and maintenance of the proposed transmission line and associated facilities. A detailed description and a map of the Undertaking are included as Attachment 1.
- B.** Changes to approved operations and maintenance activities, including new actions on BLM lands outside of the approved BLM ROW grant, require BLM approval and may necessitate a separate Section 106 review and additional ROWs, subject to Stipulation XI.
- C.** If decommissioning occurs in the future, it will be considered a separate undertaking. The ROW grant shall stipulate, and the BLM shall ensure, that decommissioning will be considered a new action for Section 106 review, and that historic properties potentially affected by decommissioning will be considered in accordance with the pertinent laws, regulations, and policies extant at the time.

III. TRIBAL CONSULTATION

- A.** The BLM acknowledges its government-to-government responsibilities to the Tribes for Section 106 review and implementation of the PA and commits to accord tribal officials the appropriate respect and dignity as leaders of sovereign nations. The BLM shall facilitate meaningful consultation with the Tribes during the planning and implementation of the Undertaking.
- B.** The BLM will continue to engage the Tribes in meetings and discussions regarding the Undertaking. The BLM has invited the Tribes to engage at the earliest stages of the Undertaking to gather ethnographic information, property information, and other resource information to help identify areas which may be of religious and cultural significance to them and which may be eligible for the National Register of Historic Places (NRHP). Engaging in consultation at the earliest stages of project planning has assisted and will continue to assist the BLM in identifying significant issues and resources that may not be identified during conventional cultural resources survey and identification efforts. As part of the consultation process the BLM shall endeavor to provide information and maps that are easily understood by tribal representatives.
- C.** The BLM will continue to discuss and seek agreement with the Tribes regarding processes of consultation that are clear, open and transparent. If a Tribe would like government-to-government consultation with the BLM will honor the request on an individual basis at the earliest possible time. If a Tribe would like to establish regular

meetings with a BLM Field Office regarding the Undertaking, the Tribe and the BLM Field Manager should consult to develop specific procedures for consultation.

- D.** The BLM will require the Applicant to hire tribal monitors during archaeological surveys, construction monitoring, reclamation, and archaeological field work activities for the Undertaking, including the monitoring of ground-disturbing activities. The BLM will ensure that tribal participation is in coordination with archaeological surveys by the Applicant's cultural resources consultant. Procedures for participation during the construction and reclamation activities of the Undertaking will be coordinated with all the Tribes with whom the BLM consulted through the development of a Tribal Participation Plan specific to the Undertaking. All the Tribes with whom the BLM consulted will be afforded the opportunity to be hired by the Applicant to monitor and be on site during ground disturbance construction activities for facilities, roads, or other components associated with the Undertaking.
- E.** The objective of consultation is for BLM to seek agreement with the Tribes regarding matters arising in the Section 106 process. The BLM will identify as early as possible any potential historic properties, properties with cultural or religious significance to Indian tribes (including landscape-level resource concerns), or tribal concerns associated with the Undertaking in order to avoid, minimize or mitigate effects on historic properties.
- F.** The BLM shall make reasonable attempts to contact the Tribes to confirm that the party has elected not to comment or agrees with the course of action proposed by the BLM. "Reasonable attempts" include two forms of written communication, including a formal letter and/or email to the Tribal Chairperson and designated representative for the Tribe; and two follow-up phone calls to the Tribe's designated representative. Unless otherwise agreed to, the BLM shall respond to any request from a Tribe for information and clarification about any proposed language or element that is part of the implementation of the PA, within thirty (30) calendar days of receipt of the request. Where the time period for review or comment has passed after such reasonable attempts, the BLM may proceed with the course of action proposed.
- G.** The BLM shall coordinate with the CPUC on tribal consultation efforts for all non-Federal lands in California, including outreach, information sharing, and other activities, to allow the CPUC to fulfill its tribal consultation obligations under CEQA. The CPUC is responsible for tribal consultation under California State law.
- H.** In all instances where the BLM provides documents for review by the THPO or Tribes, the BLM shall either incorporate requested changes into the document or provide a written explanation of its inability to make such changes. The BLM shall consult with the appropriate reviewer(s) to resolve differences and/or disagreements.

IV. STANDARDS AND QUALIFICATIONS

- A. PROFESSIONAL QUALIFICATIONS.** The BLM will ensure that all actions prescribed by this PA shall be carried out by or under the direct supervision of a person or persons meeting, at a minimum, the applicable professional qualification standards set forth in the Office of Personnel management professional qualifications for archaeology and historic preservation, or the Secretary of the Interior's Professional

Qualification Standards (PQS), as appropriate (48 Fed. Reg. 44739 dated September 29, 2983, and C.F.R. § 61. The PQS are available online at: http://www.nps.gov/history/local-law/arch_stnds_9.htm.

1. Individuals must also meet the regional experience or other requirements of a BLM-issued Cultural Resources Use Permit issued under the authority of the Archaeological Resources Protection Act of 1979 (ARPA) (16 U.S.C. 470aa-mm) and U.S.C. 431-433) and its regulations (43 C.F.R. § 7), the Antiquities Act of 1906 (P. L. 59-209; 34 Stat. 225, 16 U.S.C. 431-433) and its regulations (43 C.F.R. § 3), and/or the Federal Land Policy and Management Act of 1976 (FLPMA) (Public Law 94-570). However, nothing in this Stipulation may be interpreted to preclude any party qualified under the terms of this paragraph from using the services of persons who do not meet the PQS, so long as the work of such persons is directly supervised in the field and laboratory by someone who meets the PQS.
 2. On State lands in Arizona, all actions prescribed by this PA shall be carried out by or under the direct supervision of an AAA-permitted consultant.
- B. DOCUMENTATION STANDARDS.** The BLM will ensure that reporting on and documenting the actions cited in this PA shall conform to every reasonable extent with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 Fed. Reg. 44716-40 dated September 29, 1982) and take into consideration the ACHP's handbook, *Section 106 Archaeology Guidance* (<http://www.achp.gov/archguide>) as well as *Guidelines for Identifying Cultural Resources* BLM Manual H-8110 and *Guidelines for Evaluating and Documenting Traditional Cultural Properties*, National Register *Bulletin 38*, 1989. The following guidelines are available during development of this PA. Should the guidelines be updated after the execution of the PA, the latest versions will take precedent. In the event that any guidelines are modified in the future to conflict with this PA, the BLM shall notify all Consulting Parties and will consult to determine how this PA should be revised, if necessary, pursuant to **Stipulation XVI**.
1. Arizona:
 - a. The BLM will ensure that on State land in Arizona, all activities and documentation shall be consistent with the AAA and its implementing rules. Additionally, rules for implementing the AAA and AZ SHPO guidance on implementing the Arizona State Historic Preservation Act shall conform to specifications and guidelines contained in *Guidelines for State Historic Preservation Act*. Additionally, *AZ SHPO Standards for Documents Submitted for SHPO Review in Compliance with Historic Preservation Laws* (Revised January 2016) shall guide inventory reports for all work done in Arizona.
 - b. In Arizona, the Applicant shall ensure that its cultural resources contractor obtains the appropriate AAA permit from the ASM prior to conducting archaeological work for the Undertaking.
 2. California: The BLM will ensure that on State land in California, all activities and documentation shall be consistent with the standards as outlined in the California Office of Historic Preservation Archaeological Resource Management Reports

(ARMR): Recommended Contents and Format (ARMR Guidelines) for the Preparation and Review of Archaeological Reports.

3. CRIT: The Applicant shall ensure that its cultural resources contractor obtains any necessary permits from CRIT prior to working on CRIT lands. Afterwards, the Applicant's cultural resources contractor shall approach the BIA to consult and determine the need to obtain an ARPA permit.
- C. CONFIDENTIALITY.** Information concerning the nature and location of any historic property, archaeological resource (historic or prehistoric), or other confidential cultural resource will be considered sensitive and protected from release under the provisions of the Freedom of Information Act (FOIA) (5 U.S.C. § 552, as amended by Public Law No. 104-231, 110 Stat. 3048), Section 9 of ARPA (16 U.S.C. § 470hh), Section 304 of the NHPA (54 U.S.C. § 307103), and Executive Order 13007. For the purposes of consultation under this PA, the BLM may release certain information for the benefit of the resource. Consideration may result in the sharing of summary reports that do not contain sensitive location information. Other than the respective SHPOs/THPO and the ACHP, the BLM will only consider the release of complete reports or other information concerning the nature and location of any historic property, archaeological resource, or other confidential cultural resource to a Consulting Party with a demonstrated interest in the information requested and a signed data sharing agreement. The data sharing agreement shall include provisions to ensure protection to tribal sovereign immunity. It shall also permit tribal members to review reports and information without individually signing the agreement, provided that the affiliated THPO or tribe has signed the data sharing agreement. All Consulting Parties will ensure that all sensitive information is protected from release.
- D. CURATION STANDARDS.**
1. Collections from Federal Lands:
 - a. All records and materials removed from Federal lands as a result of the actions required by this PA shall be curated in accordance with 36 C.F.R. § 79, and the provisions of the NAGPRA, 43 C.F.R. § 10, as applicable.
 - b. Materials that are archaeological resources under ARPA, NAGPRA materials, or historic properties under the NHPA are subject to the processes and procedures set forth in the applicable laws and regulations. In accordance with 43 C.F.R. 7.33, the BLM land manager may determine that certain materials are not or are no longer of archaeological interest and therefore not considered archaeological resources. For those materials that are determined to not be archaeological resources under 43 C.F.R. 7.33, the BLM land manager may determine appropriate conservation measures, including, but not limited to, avoidance, leaving materials in situ or relocated nearest the discovery locale as practicable, reburial, curation, or any other measure as the BLM land manager deems appropriate under applicable laws, regulations, and BLM policies related to such activity. Any reburial or conservation decisions will be conducted by or in consultation with the relevant Tribes or their representatives, as provided for in the Tribal Participation Plan.

2. Collections from State Lands:
 - a. All artifacts recovered from lands owned, controlled or operated by the State of Arizona, including associated records and documentation, shall be curated at the ASM, or an approved and certified repository, in accordance with the standards and guidelines required by the ASM.
 - b. To the extent permitted under Sections 5097.98 and 5097.991 of the California Public Resources Code and by private property owners, the materials and records results from the actions required by this PA for lands owned, controlled or operated by the State of California and private lands in California, including associated records and documentation, shall be curated in accordance with 36 C.F.R. § 79.
3. Collections from CRIT lands: On lands within the Colorado River Indian Reservation, all records and materials resulting from the actions required by this PA shall be managed in accordance with tribal law, including any CRIT reburial policy.
4. Collections from Private Lands: To the extent a private landowner requests that the materials be removed from the site, the BLM will seek to have the materials donated through a written donation agreement developed in consultation with the Tribes or their representatives. The BLM will seek to have all materials from each State curated together in the same curation facility within the State.

V. IDENTIFICATION, EVALUATION, AND FINDINGS OF EFFECT

A. AREAS OF POTENTIAL EFFECTS (APEs, see map in Attachment 1) are defined as:

1. **Direct effects:** The APE for direct effects for the Undertaking will include all areas likely to be affected by construction and reclamation activities. This APE will include the 200-foot-wide permitted ROW corridor for one 500 kV transmission line and access roads (within the corridor), plus 100 feet on either side of the corridor (400 feet total width). This width will allow for adjustments in transmission line or access road placement to avoid when possible any modern infrastructure, natural features such as drainages and bedrock outcrops, or cultural resources such as archaeological sites and historic buildings or structures.
 - a. Proposed new access routes and existing roads requiring improvement outside the transmission line ROW will have a 150-foot wide direct effects APE (75 feet from centerline).
 - b. The direct effects APE for staging areas, borrow areas, substations and other transmission infrastructure will include the footprint of the facility and a buffer of 250 feet around the footprint of the proposed activity/facility.
 - c. The direct effects APE for pulling/tensioning sites that fall outside the ROW will be the footprint of the site plus a 250-foot buffer around the footprint of these sites.
 - d. The BLM has provided the APE definitions above concurrently to the SHPOs/THPO and Consulting Parties for a single thirty (30)-calendar-day review and comment period.

2. **Indirect effects:** There are two APEs to account for indirect effects, one that addresses effects from the construction of the transmission line components that will be visible after construction, and one that addresses atmospheric effects from new or maintained access routes. The indirect effects APE for visible transmission line components (consisting of the transmission towers and the series compensation station) shall be within 3 miles from the center of the ROW unless consultation identifies a reasonable need to expand this APE in certain locations. The indirect effects APE for new or maintained roads (includes new or maintained roads within the 200-foot ROW) shall be 1/8-mile from the centerline of the access road, or to the nearest existing road, transmission line tower, or other pre-existing built feature on the landscape, as applicable.
 - a. BLM will use a Geographic Information System (GIS) view shed analysis to identify areas in both of the indirect effects APE from which the Undertaking may be visible.
 - b. The indirect effects APE may extend beyond the 1/8-mile and 3-mile conventions to encompass properties that have traditional religious and cultural importance, including traditional cultural properties (TCPs) or other geographically extensive historic properties, such as trails, when a Consulting Party requests and the BLM and SHPO/THPO concur that the APE be extended.
3. **Cumulative effects:** The APE for cumulative effects shall be the same as that for direct and indirect effects combined and shall be reasonably foreseeable.
4. **Final APE**
 - a. The final APE is shown on the map included with Attachment 1, the Agency Preferred Alternative in the Draft Environmental Impact Statement published on August 31, 2018.
 - b. Should the APE require modification as a result of a refinement in the construction POD, the BLM will consult with the Consulting Parties for no more than fifteen (15) calendar days to establish the new APE. The BLM will then prepare a description and map(s) of the modified APE and any additional identification efforts and provide them to the Consulting Parties within thirty (30) calendar days of the day upon which agreement was reached.
- B. **Identification of Historic Properties and/or Historic Districts:** The BLM shall ensure that the Applicant completes a cultural resources inventory to identify historic properties and/or historic districts that could be affected by the Undertaking to include the following reports:
 1. **Class I Literature Review, Ethnographic Overview, and Research Design and Work Plan**
 - a. A Class I records search and literature review (as defined in Attachment 2) of Federal and State agency files has been completed for a 1.0-mile wide corridor (.5 miles on either side of centerline) along all alternatives of the proposed Undertaking. The Class I report will inform all subsequent phases and will be used as a reference document to support the Class III surveys (as defined in

- Attachment 2) conducted for this Undertaking. The BLM will ensure that additional file searches are conducted as needed to address changes in the APE and to be current in advance of any additional Class III inventories.
- b. The BLM has consulted and will continue to consult with the Tribes to identify any resources that have cultural or religious significance to the Tribes.
 - i. The Applicant, through its cultural resources contractor, has completed an ethnographic literature review (Ethnographic Overview) based on the review of existing information about resources with cultural or religious significance to the Tribes.
 - ii. The BLM requires the development of an Ethnographic Assessment for a specific geographic area within the Undertaking's APE because a Tribe has indicated that they have additional information not included in the Ethnographic Overview that should be considered in the Section 106 identification efforts. All the Tribes with whom the BLM consulted will be afforded the opportunity to participate in the Ethnographic Assessment per a work plan to be developed by the Applicant's cultural resources contractor and to review the resulting draft report.
 - c. The BLM has submitted the Class I report (Brodbeck and Glennly 2017 – See Attachment 3. References Cited) and Ethnographic Overview (Leard and Brodbeck 2017) to the SHPOs, Tribes, and Federal and State land managing agencies for review and comment and to seek any additional information regarding resources in the APE with cultural or religious significance to the Tribes.
 - d. Research Design and Work Plan: The information in the Class I report has been used to develop a Research Design and Work Plan for all cultural resources inventory studies for the proposed Undertaking. The BLM has submitted the Research Design and Work Plan (Brodbeck et al. 2017) to the Consulting Parties for a thirty (30) day review and comment period and has concurrently requested SHPOs/THPO review and concurrence on the proposed identification efforts. The Research Design and Work Plan describes the proposed Class III inventory, the geo-archaeological study, the built environment survey, and the identification and assessment of effects to historic properties in the indirect effects APE.
 - e. The AZ SHPO commented on the above documents, including the geo-archaeological study referenced in **Stipulation V.B.2** below, in a letter to the BLM dated August 23, 2017. The CA SHPO concurred in a letter to the BLM dated November 16, 2017. The CRIT THPO commented on the above documents in a letter to the BLM dated November 9, 2017.
2. Geo-archaeological Study: At the BLM's request, the Applicant, through its cultural resources contractor, has completed a geo-archaeological study of the entire direct effects APE (Brodbeck et al 2017), which is included in the Research Design and Work Plan (**Stipulation V.B.1.d**). The study considers natural and archaeological site formation processes to determine the likelihood of subsurface

archaeological remains within the APE. The purpose of the geo-archaeological study is to assist in the identification of locations where archaeological remains that cannot be seen on the surface are likely to be found, in anticipation of the Class III inventory and construction.

3. Class III Inventory of Geotechnical Testing Locations
 - a. The Applicant, through their cultural resources contractor, will complete a Class III inventory of geotechnical testing locations required prior to final engineering.
 - b. The Applicant, through their cultural resources contractor, will submit the Class III Inventory Report of geotechnical testing locations to the BLM. Upon approval by the BLM, the report will be submitted to the SHPOs/THPO and the CPUC for a thirty (30)-calendar day review.
4. Pre-Construction Class III Inventory: Any part of the APE for direct effects for the final selected route that has not already been inventoried to current standards, or not considered by the BLM, the SHPOs/THPO, or other land managing agencies to be adequately inventoried, and which can be accessed safely and legally, shall be completely inventoried at a Class III level to the standards of the BLM and SHPO for Arizona and California as detailed in **Stipulation IV.A and B**. Determinations of eligibility, findings of effect, and possible treatment shall be made by the BLM in consultation with the SHPOs/THPO and appropriate Consulting Parties, including Tribes. Identification efforts shall be performed regardless of the ownership (public, private, State, or Tribal) of the lands. The Applicant shall be responsible for gaining access to non-BLM lands. In the event access to non-BLM lands is not obtained, the Applicant will provide documentation to BLM sufficient to demonstrate two (2) unsuccessful efforts to secure access or showing that the landowner has affirmatively denied such access. Where access cannot be obtained, resorting to other means for survey such as aerial imagery may be used to determine likelihood of presence of historic properties. The Class III Inventory will be conducted with sensitivity for locations or other features identified as important through Tribal consultation or ethnographic studies.

All previously recorded cultural resources within the direct effects APE will be revisited and the associated records updated and revised as appropriate, including NRHP eligibility recommendations and determinations. Previously recorded cultural resources and newly recorded cultural resources whose boundaries lie partially within or straddle the direct effects APE will be fully recorded outside the direct effects APE, to the extent practical and within .25 miles of the direct effects APE, regardless of surface ownership in order to provide context for any necessary treatment within the direct effects APE.

5. Historic Built-Environment Study: The BLM will require the Applicant, through their cultural resources contractor, to complete a separate Historic Built-Environment study for the entire APE to identify built-environment resources within the direct and indirect APE and assess their eligibility for listing in the NRHP. For the APE for direct effects as defined in **Stipulation V.A**, all historic and in-use linear cultural resources such as canals, roads, trails, and railroads will be

identified and recorded where they intersect the APE and will be fully recorded within the APE.

C. Determination of Eligibility and Finding of Effect

1. For each cultural resource within the APE, the BLM shall consult with the SHPOs/THPO and any Native American tribe that attaches religious and cultural significance to any identified resource and other Consulting Parties to determine NRHP eligibility pursuant to 36 C.F.R. § 800.4(c)(1) following guidance in *How to Apply the National Register Criteria for Evaluation*. If the BLM and the SHPOs/THPO cannot reach concurrence on NRHP eligibility, the documentation will be forwarded to the Keeper of the National Register (Keeper) for a formal determination.
2. The Applicant, through their cultural resources contractor, will use existing resources to the extent available to identify historic properties eligible under Criteria A, B and/or C, that fall within the indirect effects APE and that may be affected by the Undertaking. The Applicant will ensure that ethnographic and other information provided by the Consulting Parties will be included in this identification and assessment effort, including comments on the eligibility of and effects on TCPs. Some historic properties eligible under Criterion D may be included at the BLM's discretion, if requested by a Consulting Party. This analysis will include potential impacts to historic properties within the indirect effects APE from increased access occurring as a result of the Undertaking. The methods for assessing indirect effects are described in the Research Design and Work Plan.

The BLM shall make findings of the effects to historic properties identified in the APE in consultation with the SHPOs/THPO after Consulting Party comment. If the BLM and the SHPOs/THPO cannot reach concurrence on findings, the question will be referred to the ACHP, per 36 C.F.R. § 800.5(c)(2).

D. Reporting

1. For each State, the Applicant shall prepare a comprehensive Inventory Report or Reports incorporating findings from the Class III Intensive Field Inventory, the geo-archaeological study, the Historic Built-Environment study, and the study on the effects of the Undertaking on historic properties in the APE for indirect effects. The comprehensive Inventory Report or reports will include a summary of results from the Ethnographic Overview and Ethnographic Assessment; and any additional information provided by the Consulting Parties about places of concern to them, the location of those places in relationship to the Undertaking, and an assessment of the effect of the Undertaking on those places. The reports shall include recommendations on NRHP eligibility and treatment recommendations for historic properties within the APEs for direct, indirect and cumulative effects of the Undertaking as described in **Stipulation V.A**. Any assessment that avoidance during construction is not possible will be supported by documentary evidence from the Applicant.
2. The Applicant shall submit drafts of the Inventory Report for each State to the BLM. The BLM will provide the reports to the SHPOs, THPO, appropriate land

managers, the ASM, the CPUC, and the Tribes within each State for review, concurrent with BLM review. These parties will provide written comments to the BLM within sixty (60) calendar days regarding:

- a. The adequacy of the identification effort;
- b. The NRHP eligibility of the cultural resources identified;
- c. The assessment of effects of the Undertaking on the historic properties identified.
- d. The presence of TCPs or any properties of traditional religious or cultural importance to the Tribes that were not identified in the inventory but that may be affected by the Undertaking.

Each SHPO/THPO will review any reports within the sixty (60) calendar day review period, but each SHPO/THPO will be afforded an additional seven (7) calendar days to respond to the BLM in order to consider comments made by any of the land managers, the ASM, the CPUC, and the Tribes.

3. The BLM shall ensure that comments received within sixty (60) calendar days are considered in development of the revised Inventory Reports. The BLM shall submit a consolidated set of comments on the draft Inventory Report within fifteen (15) calendar days following end of the review period. The applicant shall have forty-five (45) calendar days to address comments and return a revised Inventory Report to the BLM. The BLM will submit the revised Inventory Report to the appropriate SHPO/THPO, Tribes, and Consulting Parties for a sixty (60)-calendar-day concurrent review, and will request SHPO/THPO concurrence on the BLM's determinations of NRHP eligibility and treatment recommendations for each historic property identified. The BLM will notify the Consulting Parties via electronic mail (email) of the submittal and the date that comments are due. If the sixty (60)-calendar-day review time frame cannot be met, the SHPO/THPO, Tribe or Consulting Party will notify the lead BLM Office main point of contact by email requesting a review extension. The lead BLM Office will determine whether to grant an extension, not to exceed an additional thirty (30) calendar days.
4. The Inventory Reports will provide the following (except for unevaluated cultural resources [see definition in Attachment 2] or properties found during possible future variances and discoveries):
 - a. Characterization of the efforts to identify historic properties
 - b. Inventory of cultural resources and recommendations of NRHP eligibility
 - c. Recommendations for treatment measures to be applied to historic properties affected by the Undertaking.

VI. RESOLUTION OF ADVERSE EFFECTS: The BLM, in consultation with the Applicant, the SHPOs/THPO, and Consulting Parties, shall ensure that an HPTP is developed and implemented to avoid, minimize and/or mitigate Project-related adverse effects on historic properties.

A. Avoidance

1. The BLM shall make every reasonable effort to avoid adverse effects to historic properties, including those of traditional religious and cultural significance to Tribes, with input from Consulting Parties and affected Tribes.
2. Avoidance measures for historic properties may include (but are not limited to) realignment of the transmission line, fencing of historic properties with a buffer zone during construction, monitoring of construction near the boundaries of historic properties, or placing towers, maintenance roads and ancillary facilities outside of the boundaries of historic properties.
3. BLM will ensure that the Applicant, through their cultural resources contractor, includes a description of these proposed efforts for each applicable historic property in the Class III Inventory Report and in the applicable State HPTP.

B. Minimization of Adverse Effects

1. When complete avoidance of adverse effects to historic properties is not possible, the BLM shall ensure that the Applicant, in consultation with the Consulting Parties, makes a good faith effort to minimize adverse effects on historic properties by efforts minimizing the visual effects of the Undertaking.
2. The BLM shall ensure that the Applicant, through their cultural resources contractor, includes a description of these proposed efforts for each applicable historic property in the Class III Inventory Report and in the applicable State HPTP.

C. The BLM shall ensure that the Applicant, through its cultural resources contractor, prepares an HPTP for each State that addresses the effects of the proposed Undertaking on historic properties, including properties of traditional religious and cultural importance to Tribes, and TCPs. The HPTP shall address direct, indirect and cumulative effects from construction and reclamation as well as from operation and maintenance of the proposed transmission line and associated facilities. The HPTP will be incorporated into the POD as an appendix.**D. The HPTPs will be consistent with the Secretary of the Interior's Standards for Archeology and Historic Preservation (48 FR 44716) (*Federal Register*, September 29, 1983), hereinafter referred to as Secretary's Standards; the ACHP's Section 106 Archaeology Guidance (2009); and all applicable NPS guidance for evaluating and documenting NRHP properties (e.g., *Guidelines for Evaluating and Documenting Traditional Cultural Properties*, *Guidelines for Evaluating and Documenting Rural Historic Landscapes*); and the Rules Implementing the AAA in Arizona as well as the guidelines in California.****E. The HPTPs will include treatment measures developed through the efforts of all Consulting Parties that address adverse effects on all historic properties that will be adversely affected.****F. The HPTP must include the following information:**

1. All identified historic properties within the APE by land ownership and by township. The HPTPs will identify the specific avoidance, minimization, and/or

treatment strategies proposed to address the direct, indirect, and cumulative adverse effects of the Undertaking on historic properties. Any finding that avoidance during construction is not possible will be supported by documentary evidence from the Applicant.

2. Research questions and goals that are applicable to the Undertaking area and can be addressed through data recovery and archival studies, along with an explanation of their relevance and importance. These research questions and goals will incorporate the concept of historic contexts as defined in *National Register Bulletin 16*.
3. A description of fieldwork and analytical methods and strategies applicable to the Undertaking, along with an explanation of their relevance to the research questions. If phased data recovery will be employed, describe the fieldwork and analytical methods and strategies that will be employed during each phase. Treatment methods will be developed for each class of property identified in the Inventory Report and may include, but are not limited to, excavation, archival research, ethnographic studies, and oral history, as appropriate and as agreed upon by the Consulting Parties.
4. The level of effort to be expended on the treatment of each property. For archaeological data recovery, this will include methods of sampling, i.e., sample size, and rationale for specific sample unit selection.
5. Data needs for each research question, i.e., items (for example, ceramics, obsidian, thermal features) that need to be present to be able to address the research question.
6. Results of tribal consultation regarding the incorporation of tribal perspectives into the cultural history, research design, data recovery/treatment methodology, analysis and interpretation.
7. A plan for the use of tribal monitors during archaeological field work.
8. Professional qualifications of staff, including archaeological field personnel, laboratory and analysis personnel, personnel in charge of report writing, and subcontractors.
9. Permits required and obtained.
10. Curation arrangements.
11. Project suspension/termination plan.
12. Monitoring and Discovery plan, as described in **Stipulation VIII** below.
13. Protocol for sensitive treatment of human remains, as described in **Stipulation VIII** below.
14. Historic Properties Management Plan (HPMP), as described in **Stipulation IX** below. The HPMP describes management of historic properties during operation and maintenance.
15. Treatment measures will include but not be limited to those that address public outreach as appropriate, such as journal articles, public site visits, brochures, or web sites focusing on the historic properties impacted by the Undertaking. Any proposed

public outreach will be developed in consultation with the Tribes to ensure that sensitive cultural resource material is kept confidential.

16. Treatment measures may include but not be limited to the synthesis of regional data and the study of related collections.

G. The HPTPs will provide a table listing each historic property, including:

1. The site number and name of the historic property or unevaluated property by land ownership and by township, range, and section number. Locational information for historic properties shall be included as an appendix that can be redacted for the version of the HPTP available to the general public;
2. A brief description of the historic property or unevaluated property;
3. The type of disturbance that will affect the historic property or unevaluated property;
4. For unevaluated properties, the testing plan for determining the eligibility of the property; for nature and extent testing; and for establishing required treatment;
 - a. The BLM will ensure that the Applicant, through their cultural resources contractor, implements the approved testing plan in the HPTP and submits a draft testing report including eligibility and treatment recommendations to the BLM.
 - b. BLM shall review the testing report and provide comments to the Applicant within fifteen (15) calendar days. The Applicant shall respond to the BLM's comments and submit a revised testing report within fifteen (15) calendar days of receipt of comments. Upon the BLM's approval of the testing report, the BLM will submit the eligibility determinations, the treatment recommendations, and the supporting reports for unevaluated cultural resources via email and regular mail to the respective SHPOs/THPO and land manager as well as to the CPUC in California with a request for concurrence. The SHPOs/THPO and land manager will respond to the BLM within fifteen (15) calendar days. If the SHPOs/THPO or the land manager do not respond to the BLM within fifteen (15) calendar days, the BLM will make a good faith effort to contact the entity via email or telephone, rather than assume concurrence with the determination(s) of NRHP eligibility. A "good faith effort" includes two forms of communication, including an email and a telephone call to the SHPOs/THPO or land manager point of contact for the Undertaking. After no response to a good faith effort, the BLM will proceed.
 - c. Where resources are identified that are evaluated as not eligible under Criteria A-C, and where their Criterion D values are unknown but will be avoided by project design or by implementing protection measures, the BLM will treat such resources as eligible for the NRHP under Criterion D without formal evaluation, and their significant values will be avoided. In California, the Applicant must submit a formal letter committing to the avoidance of any resources that are unevaluated under Criterion D; this applies to resources identified on Federal and non-Federal lands. Any such resources must be included in the HPMP.

5. The nature or kind of each required treatment measure (avoidance, minimization, mitigation) pertaining to each historic property (e.g., landscape photography, archaeological data recovery, etc.);
 6. The identification of treatment measures, if any, which must be completed prior to authorization of ground-disturbing activities (e.g., barricading or fencing, archaeological data recovery, landscape photography) and/or those measures which may be completed after authorization of ground disturbance (e.g., historical research, installation of an interpretive kiosk, public education materials, etc.); and
 7. The documentation and reporting procedures for each proposed treatment measure, including data management and dissemination methodologies and a proposed schedule of reports.
- H.** The HPTP may include but is not limited to the following examples of treatment measures for adverse effects:
1. Treatment measures for tribal values that focus on benefit to tribes through public outreach or other means; completion of NRHP nomination forms; Historic American Building Survey, Historic American Engineering Record, and Historic American Landscape Survey documentation to be submitted to the Library of Congress; documentation of local or regional resources to be submitted to the appropriate SHPO/THPO or State Archives; and partnerships and funding for public archaeology projects; print publication (brochure/book); digital media publication (website/podcast/video).
 2. Treatment measures may also include, but not limited to, conservation easements, including easements held by a Tribe, OR purchase of land containing historic properties for transfer to a protective preservation organization or a Tribe, with willing consent of landowner
 - a. These options should only be considered in rare and special cases because of their difficulty of implementation and preservation in perpetuity.
 - b. Implementation of either of these options would require a commitment to long term monitoring, a second legally binding agreement document, and a third-party preservation entity to hold the easement or covenant, and the involvement of the SHPO/THPO.
- I.** Review and Approval of the HPTPs
1. The Applicant shall submit the draft HPTP to the BLM for initial review and comments. BLM shall review the draft HPTP and provide comments to the Applicant within thirty (30) calendar days. The Applicant shall respond to BLM's comments and submit a revised HPTP within thirty (30) calendar days of receipt of comments. Upon approval by the BLM, the BLM shall provide the SHPOs/THPO and other Consulting Parties within each State a copy for review, requesting comments on the adequacy of the proposed treatment measures. These parties will be notified of the review period via email and will have sixty (60) calendar days to review and comment on the plan. If the SHPO/THPO does not respond to the BLM within sixty (60) calendar days, the BLM will contact the SHPO/THPO via email or

telephone rather than assume concurrence with the proposed treatment measures embodied in the respective HPTP. After a good faith effort, the BLM will proceed.

2. The BLM will convene at least one consultation meeting to discuss comments on the HPTP in each State with all interested Consulting Parties after the sixty (60)-calendar-day comment period. Tribes may request individual government-to-government consultation meetings, rather than or in addition to participating in the collective consultation meeting. If the sixty (60)-calendar-day review time frame cannot be met, the SHPO/THPO, Tribe or Consulting Party will notify the lead BLM Office main point of contact by email requesting a review extension. The lead BLM Office will determine whether to grant an extension, not to exceed an additional thirty (30) calendar days.
 3. The BLM shall consolidate the comments from Consulting Parties in each State and advise the Applicant of necessary revisions to the draft HPTP. The BLM shall ensure that all comments are taken into consideration in revising the HPTP and will provide the revised HPTP to the SHPO/THPO for a twenty-one (21)-calendar-day review period. Comments from Consulting Parties will be addressed in the final HPTP. The BLM will notify and provide the Applicant and the Consulting Parties with a copy of the final HPTP when approved.
- J.** During the treatment phase, if deviations to the approved HPTP are warranted, the Applicant will submit proposed deviations from the HPTP to the BLM for review prior to implementation. The BLM shall provide copies of the proposed deviation via email to the appropriate SHPO/THPO, the Tribes, the ASM and land manager(s) within the respective State for a five (5)-calendar-day review. The BLM shall consider comments received within the review period and shall determine the adequacy of the proposed deviation. The BLM will notify the Applicant if and when the deviation has been approved.

VII. MONITORING, POST-REVIEW DISCOVERIES, AND UNANTICIPATED EFFECTS

- A.** All monitoring shall follow clearly stated objectives and methodologies for achieving those objectives delineated in the Monitoring and Discovery Plan (MDP) or the HPMP, both of which are parts of the HPTP, such as to ensure avoidance or minimization during construction and reclamation; to measure the effectiveness of avoidance, minimization and treatment measures; to assess the effects of operations and maintenance activities; or to help define treatments for historic properties with long-term concerns. The MDP describes the monitoring and discovery protocol during construction and reclamation. The HPMP describes the monitoring and discovery protocol during operations and maintenance.
- B.** Monitoring During Construction and Reclamation
1. The Applicant, through their cultural resources contractor, shall conduct monitoring during construction activities as described in the MDP, to manage post-review discoveries and unanticipated effects during project construction. Monitoring locations will include all areas identified in the MDPs in the HPTPs, including areas of ground disturbance not associated with historic properties. Monitoring

procedures, the evaluation of NRHP eligibility, tribal consultation, and the treatment of discovered historic properties shall be handled in accordance with the MDPs in the HPTPs.

2. Post-review discoveries: Any cultural resources determined by the BLM to be historic properties that were discovered or adversely affected during construction and not subjected to pre-construction treatment will be addressed in accordance with the MDP.
3. Roles and responsibilities of the Applicant, the Applicant's cultural resources contractor, the BLM, and the Tribes, including those pertaining to the determinations of eligibility, and treatment of discoveries, are described in the MDP.
4. The MDP includes a Tribal Participation Plan to be prepared as an appendix so that it can be used as a stand-alone document. The BLM will require the Applicant to hire tribes' designated representatives (tribal cultural consultants or tribal monitors) to monitor and be on site during Class III cultural resources inventory, as well as all ground disturbing construction activities for facilities, roads or other components associated with the Undertaking, post-construction reclamation activities, and any archaeological field work required by the HPTP or any subsequent plan. The Tribal Participation Plan describes the logistics and protocols for tribal participation.

C. Post-Review Discoveries

1. Cultural Resources: All discoveries made during construction shall be addressed in accordance with the MDP, which is a part of the HPTP. A process for timely Tribal notification of discoveries shall be included in the MDP.
 - a. In Arizona on State and private land, the BLM shall ensure that the discoveries are treated according to A.R.S. § 41-841, and that the SHPO is notified of the discovery.
 - b. In California on State and private land, the BLM shall ensure that discoveries follow the process in California Public Resources Code (PRC) Sections § 5020 et seq.; § 21000 et seq.; California Code of Regulations (CCR), Title 14, Chapter 3, Sections § 4850 et seq.; § 15000 et seq.; and that the SHPO is notified of the discovery.
2. Human Remains
 - a. The BLM and Applicant shall ensure that in the event human remains are discovered during the construction activities, work within 300 feet of the discovery will cease and the area will be secured; the Applicant will immediately contact the BLM authorized officer. The BLM will notify the appropriate County officials as outlined in the MDP.
 - b. The BLM and the Applicant shall ensure that any human remains, funerary objects, items of cultural patrimony, or sacred objects encountered during any construction activities are treated with the respect due such materials and consistent with the MDP.

- c. The BLM shall ensure that any Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony discovered on Federal or tribal lands shall be treated in accordance with the provisions of NAGPRA and its implementing regulations at 43 C.F.R. § 10.
- d. In consultation with the Tribes and prior to any ground disturbing work associated with construction and with the HPTP, the BLM shall seek to develop a written NAGPRA plan of action pursuant to 43 C.F.R. § 10.5(e) to manage the inadvertent discovery or intentional excavation of human remains, funerary objects, sacred objects, or objects of cultural patrimony.
- e. On lands within the exterior boundaries of the Colorado River Indian Reservation, the CRIT THPO will be contacted and consulted to ensure compliance with NAGPRA and tribal law.
- f. In Arizona, the BLM shall ensure that, in consultation with the ASM, human remains and/or funerary objects identified on State and/or private land, will comply with the methods and procedures within A.R.S. § 41-844 and A.R.S. § 41-865 and their implementing rules. The Applicant, through their cultural resources contractor and working through the ASM, shall obtain “burial agreements” with Indian tribes pursuant to Rules Implementing A.R.S. § 41-844 and A.R.S. § 41-865, which govern discoveries of human remains and funerary objects on State, city, county and private lands. The SHPO shall be notified of such discoveries.
- g. In California, the BLM shall ensure that the Native American Heritage Commission is notified so that Native American human remains and/or funerary objects discovered on non-Federal lands in California are treated in accordance with the applicable requirements of the Cal. Pub. Res. Code §§ 5097.98, 5097.991 and the Cal. Health & Safety Code § 7050.5(c).
- h. When the BLM has verified that the requirements of the NAGPRA and Arizona and/or California State laws and tribal law have been met, the BLM may authorize the Applicant to resume operations in the vicinity of the discovery, as described in the MDP.

VIII. HISTORIC PROPERTIES MANAGEMENT

- A. The BLM shall ensure that an HPMP will be developed as part of the HPTP (but as a stand-alone document) to establish the protocol for the long-term management of historic properties during operations and maintenance. The HPMP will be developed in consultation with the SHPOs/THPO and the Consulting Parties. The HPMP will identify how historic properties will be managed throughout the operations and maintenance of the Undertaking. The BLM will ensure that the Applicant implements the terms of the HPMP, with BLM oversight.
- B. The HPMP will prescribe the monitoring of or other protective measures for historic properties (such as fencing, barricades, limiting access, or other protective measures) that may be affected by operations and maintenance within the area of the ROW grant or by increased access to historic properties through the access road network associated with the Undertaking and the related risk of vandalism to those properties.

- C. The HPMP shall lay out a protocol for monitoring and protective measures that includes:
1. The specific historic properties to be monitored or subjected to protective measures; the reason for monitoring of each historic property (e.g., proximity to Undertaking components with the potential for damage from operation and maintenance, a property identified as being of particular importance to a Tribe, a property especially susceptible to vandalism, etc.); and schedule for monitoring of each historic property;
 2. How these historic properties will be avoided during operations and maintenance and how impacts would be minimized or mitigated if they could no longer be avoided during operations and maintenance;
 3. The professional qualifications of archaeologists doing the monitoring;
 4. A protocol for involving the Tribes in monitoring;
 5. A protocol for the schedule, production and distribution of monitoring reports; and the review of monitoring reports;
 6. The objectives that long-term monitoring would achieve as part of the effort to avoid, minimize and/or mitigate adverse effects to those properties.
 7. A plan for consultation on subsequent post-review discoveries and any post-review effects to any historic properties.

IX. REPORTING

A. Preliminary/End of Fieldwork Report

1. Upon completion of fieldwork at each historic property or group of historic properties, the Applicant, through their cultural resources contractor, shall provide the BLM with a Preliminary/End of Fieldwork Report of treatment completed at that site. The Preliminary/End of Fieldwork Report will include a brief characterization of the site assemblage/contents, the types of analyses yet to be completed, and a brief description of how the provisions of the HPTP were implemented. The Preliminary/End of Fieldwork Report shall include a description of any deviations from the HPTP that were implemented and the reasons for such deviations.
2. BLM shall review the Preliminary/End of Fieldwork Report and provide comments to the Applicant within seven (7) calendar days. The Applicant shall respond to BLM's comments and submit a revised report within seven (7) calendar days of receipt of comments. After the BLM's approval, the BLM shall provide a copy of the Preliminary/End of Fieldwork Report for each site via email and regular mail to the appropriate SHPO/THPO and other Consulting Parties for review. For previously unevaluated sites subjected to eligibility testing (discussed in **Stipulation VI.G.4**), the review period will be fifteen (15) calendar days for comments and concurrence with eligibility determinations and findings of effect as well as review of the proposed treatment. For sites at which data recovery was conducted as per the HPTP, the review period for the adequacy of treatment

measures will be fifteen (15) calendar days. The BLM shall consider comments submitted during the review period and shall consult with the appropriate reviewer(s) and SHPOs/THPO to resolve differences and/or disagreements. If the SHPO/THPO does not respond to the BLM within fifteen (15) calendar days, the BLM will contact the SHPO/THPO via email or telephone rather than assume concurrence with the contents of the Report. After a good faith effort, the BLM will proceed.

B. Final Treatment Reports

1. The BLM shall ensure that the Applicant, through their cultural resource contractor, prepares a draft Final Treatment Report for each State that incorporates the results of all the site-specific Preliminary/End of Fieldwork Reports along with post-fieldwork data analysis and synthesis into a comprehensive regional overview for each State. The Final Treatment Reports will also include updated site forms that reflect treatment.
2. The BLM shall review the draft Treatment Reports and provide a copy to the appropriate SHPO/THPO and Consulting Parties for a sixty (60)-calendar-day review, and comment period. The BLM will notify these parties of the submittal and review periods via electronic mail. The BLM shall consider comments received during the review period and shall consult with the appropriate reviewer(s) to resolve differences and/or disagreements. If the SHPO/THPO does not respond to the BLM within sixty (60) calendar days, the BLM will contact the SHPO/THPO via email or telephone rather than assume concurrence with the contents of the Report. After a good faith effort, the BLM will proceed. If the sixty (60) calendar-day review time frame cannot be met, the SHPO/THPO, Tribe or Consulting Party will notify the lead BLM Office main point of contact by e-mail requesting a review extension. The lead BLM Office will determine whether to grant an extension, not to exceed an additional thirty (30) calendar days.
3. The BLM shall ensure that the Applicant prepares a revised Treatment Report that considers comments received on the draft Treatment Report. The BLM shall provide copies to the appropriate SHPO/THPO and other Consulting Parties for a concurrent thirty (30)-calendar-day review period. The BLM will notify these parties of the submittal and review periods via electronic mail. The BLM shall consider comments submitted during the review period and shall consult with the appropriate reviewer(s) to resolve differences and/or disagreements. If the SHPO/THPO does not respond to the BLM within thirty (30) calendar days, the BLM will contact the SHPO/THPO via email or telephone rather than assume concurrence with the Report contents. After a good faith effort, the BLM will proceed. The BLM shall notify the Applicant when the final Treatment Report has been accepted and will distribute the final version to the Consulting Parties.
4. All Final Treatment Reports will be completed within three years of the termination of fieldwork. The BLM may grant an extension in the event of extenuating circumstances.

X. INITIATION OF CONSTRUCTION ACTIVITIES

- A. Land managing agencies may issue a Notice to Proceed (NTP) for any and all segments of the Undertaking only if such authorizations will not restrict subsequent measures to avoid, minimize or mitigate the adverse effects to historic properties through rerouting of the corridor or placement of ancillary facilities.
- B. For each segment of the Undertaking, upon the BLM's acceptance of the final Inventory Report for each State, as described in **Stipulation V**, the BLM, at its discretion and pending compliance with all other applicable laws and regulations, may issue an NTP on lands under any ownership or jurisdiction, subject to the appropriate jurisdiction's right-of-entry and ROW requirements, where there are no historic properties present.
- C. For each segment of the Undertaking, upon the BLM's acceptance of the final HPTP for each State, the BLM, at its discretion and pending compliance with all other applicable laws and regulations, may issue an NTP on lands under any ownership or jurisdiction, subject to the appropriate jurisdiction's right-of-entry and ROW requirements, if historic properties are present but will not be adversely affected, and all stipulations in the HPTP are in place to ensure no adverse effect. Such measures may include a buffer for avoidance clearly marked in the field and provision for any monitoring, if required (as described in the approved HPTP/MDP/HPMP).
- D. For each segment of the Undertaking, if historic properties are present and such historic properties may be adversely affected by the Undertaking, then the BLM may issue an NTP for that segment only if the BLM has accepted a final Preliminary/End of Fieldwork Report of treatment that has occurred at each site described in the HPTP for that segment, and in consultation with all Consulting Parties.
- E. Contingent upon **Stipulation XI.D**, the BLM, at its discretion, and pending compliance with all other applicable laws and regulations, may issue an NPT on lands under any ownership or jurisdiction, subject to the appropriate jurisdiction's right-of-entry and ROW requirements for segments where provisions of the HPTP have been successfully implemented.

XI. CHANGES IN CONSTRUCTION ACTIVITIES

- A. General requirements for variances: The BLM will require that a Class III inventory be conducted for any variances or amendments to the ROW grant or any other changes to the Undertaking that are outside the APE surveyed for the Undertaking. Where the BLM determines that additional inventory is needed, the BLM will issue an NTP only after the Section 106 process is completed. The BLM will determine where construction may continue while the additional work is being completed.
 - 1. The APEs of all variance areas and the identification and evaluation of historic properties within variance areas will be consistent with those defined in **Stipulation V**.
 - 2. A Record Search and Literature Review (Class I Inventory) and a Class III Intensive

3. Field Inventory will be performed on all variance areas, where not previously inventoried for cultural resources or where SHPO/THPO guidance indicates that new Class III inventory of previously inventoried areas is warranted.
 4. The Applicant will assemble all variance reports into a second Class III inventory volume for the Undertaking.
- B.** Reporting and Review of Class III Inventory Results for Variances - Eligibility, Effects and Treatment: The BLM, SHPOs/THPO, and Consulting Parties will make every effort to expedite review of any changes to construction plans after initiation of construction. Results of the Inventory Report will be handled as follows:
1. If the inventory results in **no cultural resources or potential properties of traditional cultural or religious importance to Tribes identified**, the Applicant, through their cultural resources contractor, will submit copies of reports on SHPO Survey Report Summary Form (SRSF) (for Arizona) or in the ARMR format or as an addendum to an existing ARMR technical report (for California) to the lead BLM Office for distribution to the appropriate Federal and State agencies and Tribes. The BLM will provide an expedited review of the variance request, not to exceed two (2) working days following receipt, and will provide the Applicant, through their cultural resources contractor, with written approval/disapproval of the report via email. The report data will also be included in any final report for the Undertaking.
 2. If the inventory and eligibility evaluation results in **no historic properties identified** (i.e., the cultural resources identified are not eligible), the Applicant, through their cultural resources contractor, will submit the draft Inventory Report to the lead BLM Office for distribution to the appropriate SHPO/THPO, Tribes and land manager for concurrent review. Reviewers will provide any comments to the lead BLM Office within fifteen (15) calendar days of receipt of the document. The Applicant, through their cultural resources contractor, will revise the Report as necessary, and resubmit it to the BLM within fifteen (15) calendar days. If the SHPO/THPO does not respond to the BLM within fifteen (15) calendar days, the BLM will contact the SHPO/THPO via email or telephone rather than assume concurrence with the contents of the report. After a good faith effort, the BLM will proceed. The BLM may issue the NTP or other applicable authorization to proceed at this point pursuant to **Stipulation XI**.
 3. If the inventory results in **historic properties identified**, the Applicant, through their cultural resources contractor, will submit copies of the draft Inventory Report, including the recommendations of eligibility for and assessment of effect on any historic properties, to the lead BLM Office to distribute to the appropriate SHPO/THPO, Tribes and land managers for concurrent review. Reviewers will provide any comments to the lead BLM Office within thirty (30) calendar days. The Applicant, through their cultural resources contractor, will revise the Report as necessary, and resubmit it to the BLM within ten (10) calendar days. If the SHPO/THPO does not respond to the BLM within thirty (30) calendar days, the BLM will contact the SHPO/THPO via email or telephone rather than assume

concurrence with the contents of the report. After no response to a good faith effort, the BLM will proceed.

- a. No historic properties will be affected: If the variance is modified to avoid or minimize the effects of the Undertaking on the historic property (or properties), the BLM may issue the NTP or other applicable authorization to proceed pursuant to **Stipulation XI.B**.
- b. Historic properties will be adversely affected:
 - i. A Supplemental Treatment Plan for those properties will be developed and reviewed consistent with **Stipulation VI** of this PA.
 - ii. The Supplemental Treatment Plan shall be appended to the HPTP, and after the completion of these treatment measures, a Preliminary/End of Fieldwork Report will be prepared and distributed in accordance with **Stipulation IX.A**.
 - iii. The BLM shall ensure that the results of such treatment efforts are reported in the final Treatment Report for the Undertaking.
 - iv. Once the BLM determines that the approved treatment has been completed, the BLM may issue the NTP or other application for authorization to proceed pursuant to **Stipulation X.C**.

XII. CONSERVATION MANAGEMENT ACTIONS

A. BLM Internal Third-Party Review Process

1. The Applicant will hire a third-party cultural resources consultant to provide cultural resources technical support to the BLM. This support will include, but not be limited to, assisting the BLM as needed throughout the processes identified in **Stipulations V through XI**. The BLM must review and approve the scope of work for the third-party cultural resources consultant's services. Third-party cultural resources consultants must meet the same permitting requirements as the cultural resources consultant, consistent with **Stipulation IV.A**, and report directly to the BLM lead archaeologist for the project. The purpose of the third-party peer review is to ensure information accuracy and consistency with all BLM requirements and to assist the BLM in meeting its Section 106 compliance requirements.
2. Third-party peer reviews will include, but are not limited to the following activities:
 - a. Review of Class III Inventory Reports, treatment plans, and other documents required by this PA developed for the Undertaking.
 - b. Review of all fieldwork conducted by the cultural resources consultants, including on-site check-ins during fieldwork and post-fieldwork field verification assessments.
 - c. The third-party consultant may also complete other tasks to assist the BLM with meeting its Section 106 compliance requirements including, but not limited to drafting letters, meeting coordination, and Consulting Party coordination.

- d. While the third-party consultant may assist the BLM with Section 106 compliance, the third-party consultant cannot conduct government-to-government consultation with the Tribes.
 3. The results of the field verification under subsection 2.b and review of the information presented in the technical reports will be documented in a summary report to be submitted to the BLM within sixty (60) calendar days of completion of the peer review of those components. The BLM will review the final third-party peer review report within sixty (60) calendar days of receipt. After acceptance by the BLM, the final third-party peer review report will be made available to Consulting Parties.
 4. The BLM will consider the information presented in the third-party peer review when making determinations and findings for the portion of the project consistent with **Stipulation V**.
- C. Compensatory Mitigation Fee for Cumulative Effects:** Only for the portion of the Undertaking in California, the BLM will impose a compensatory mitigation fee that applies only to the portion of the Undertaking located within the DRECP Land Use Planning Amendment Area to address cumulative and some indirect adverse effects to historic properties.
1. The mitigation fee will be calculated in a manner that is commensurate to the size and regional impacts of the Undertaking, as determined by Appendix G of the DRECP PA.
 2. If Appendix G of the DRECP PA has not been completed at the time the PA is executed, the BLM will develop resolution strategies to address cumulative and indirect adverse effects in a manner that is commensurate to the size and regional impacts of the Undertaking, in consultation with the Consulting Parties. The BLM will have final approval of these treatment measures and the BLM will ensure that these treatment measures are described in the HPTP. All types of project-specific treatment may be considered to mitigate the specific cumulative and indirect adverse effects of the Undertaking, as identified in **Stipulation V.B**.
- D. Cultural Resources Sensitivity Orientation**
1. Prior to conducting environmental orientation, the Applicant will provide their cultural resource orientation materials to BLM for a thirty (30)-calendar-day review. During that review period, BLM shall provide a fifteen (15)-calendar-day review by the Consulting Parties within five (5) calendar days of receipt of the orientation materials.
 2. Before any company is authorized to work within the APE, the Applicant shall provide orientation to all personnel (including contractors, inspectors and monitors) involved in construction, operation and maintenance of the Undertaking on site avoidance and protection measures and statutes protecting all cultural resources. Orientation will include sensitivity orientation regarding properties of traditional religious and cultural significance to the Tribes and Tribal issues in general. The BLM shall ensure that information regarding properties of traditional religious and cultural significance to the Tribes presented during orientation is treated with

respect and kept confidential. At a minimum, all personnel shall receive in-person orientation that discusses the importance of cultural resources, including linear resources such as trails; laws and regulations protecting them; penalties for violation; and requirements to avoid damage to historic properties and to report discoveries of cultural resources in accordance with the MDP. The Tribes will be provided opportunities to participate in or provide materials to supplement the orientation program. This orientation program will also apply to personnel hired after the project has started. The Applicant shall maintain records demonstrating that the above described personnel orientation has been carried out and that all on-site workers have received the orientation.

3. If construction occurs outside of the approved ROW, the BLM will determine whether to issue a stop-work order and conduct damage assessment under ARPA, if appropriate, while the Applicant provides additional orientation (and documentation of that orientation) for personnel in the area.

XIII. APPLICANT'S RESPONSIBILITIES

- A. The Applicant will post a financial security (such as a surety bond, letter of credit, etc.) with the BLM in an amount sufficient to cover all costs associated with implementing the HPTP, as negotiated by the Applicant where they contract for services in support of this PA. Such costs should cover all aspects of the HPTP implementation and may include, but are not limited to, inventory; treatment; post-field analyses; research and report preparation; interim and summary reports preparation; the curation of Project documentation, samples, and artifact collections in a BLM-approved curation facility; and the repatriation and reburial of any human remains, sacred objects, or objects of cultural patrimony. The Applicant will post a financial security prior to commencing any work to implement the HPTP.
- B. The security posted is subject to forfeiture if the Applicant does not complete tasks within the time period established by the treatment selected; provided, however, that the BLM and the Applicant may agree to extend any such time periods. The BLM will notify the Applicant that the security is subject to forfeiture and will allow the Applicant thirty (30) calendar days to respond before action is taken to forfeit the security.
- C. The BLM will release the financial security, in whole or in part, as specific tasks are completed and accepted by the BLM.
- D. Project Suspension/Termination Plan
 1. If the Undertaking is suspended or terminated for any reason, the Applicant shall provide a plan outlining the steps they will take in order to complete any data recovery or other treatment measures that are in progress at the time of project termination.
 2. As part of this plan, the Applicant will also outline how they will complete the analysis, interpretation, reporting, and curation of artifacts obtained during the treatment measures at all historic properties up to the time of suspension or termination.

- E. The BLM shall actively oversee activities pursuant to this PA. Should the Applicant or its cultural resources contractor fail to comply with any provision of this PA, the BLM may, at its discretion, counsel the Applicant and/or its cultural resources contractor regarding performance requirements or suspend the permits under which this PA is executed. Such suspension could, at the BLM's discretion, result in the issuance of a "stop work" order for the entire Undertaking if the BLM determines that the severity of the failure to comply warrants it. The provisions of the PA are mandatory and can be enforced through any administrative or legal remedies available by law.
- F. The BLM will remain responsible to inspect for compliance with the terms and conditions of the BLM ROW grant pertaining to historic properties for the life of the grant, including enforcing provisions of this PA and the required HPMP related to operations and maintenance. The BLM will ensure that the appropriate BLM cultural resources specialist participates in these compliance reviews.

XIV. PA ANNUAL REPORT AND REVIEW: The Consulting Parties shall evaluate the implementation and operation of the PA on an annual basis. There shall be an annual meeting among the Consulting Parties on or near the anniversary date of the execution of this Agreement to review the progress and effectiveness of the PA. The BLM will set up this meeting, in coordination with all the Consulting Parties.

- A. Prior to each annual meeting, the BLM will provide Consulting Parties with an annual letter report (Annual Report) to review the progress under the PA and under each approved HPTP. The Annual Report will include an update on project schedule, status, and any ongoing cultural resources monitoring or treatment activities, discovery situations, proposed future actions, or outstanding tasks to be completed under the PA or the HPTP. Consulting Parties will have thirty (30) calendar days to review the Annual Report and provide comments to the BLM, who will then use the comments when developing the agenda for the annual meeting.
- B. The Annual Report shall address issues and describe actions and accomplishments over the past year, as well as plans for the coming year, as appropriate, and shall minimally include the following components:
 - 1. Historic property surveys and results;
 - 2. Status of treatment activities;
 - 3. Ongoing and completed public education activities;
 - 4. Any issues that are affecting or may affect the ability of the BLM to continue to meet the terms of the PA;
 - 5. Any disputes and objections received, and how they were resolved;
 - 6. Any additional parties who have become Signatories or Concurring Parties to the PA in the past year; and
 - 7. Proposed plans for next year's activities, per each State's HPTP.
- C. Within fourteen (14) calendar days after each annual meeting, the BLM will summarize the meeting, including proposed action items identified during the annual meeting and how they are to be addressed, in a letter to Consulting Parties. Proposed action items must be directly linked with the implementation of the PA and the HPTP. Consulting Parties will have twenty (20) calendar days to review and comment on the meeting

notes and, if necessary, provide the BLM with any changes that need to be considered in revising the meeting notes. If changes are needed, the BLM will produce revised meeting notes within thirty (30) calendar days of receipt of comments and will provide the final notes to the Consulting Parties. The BLM, in consultation with the Consulting Parties, must approve of the proposed action items before they are fully implemented.

- D. Evaluation of the implementation of the PA may also include in-person meetings or conference calls among Consulting Parties, and suggestions for possible modifications or amendments to the PA. All Consulting Parties should be included in these consultations.

XV. DISPUTE RESOLUTION

- A. Should any Consulting Party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, that party shall notify the BLM in writing expressing its concern and including a proposed resolution. The BLM shall notify the Signatories of any objection and invite them to participate in resolution of the dispute. The BLM and the Signatories shall consult with such party to resolve the objection. If the BLM determines that such objection cannot be resolved, the BLM will notify all Consulting Parties of the dispute and will:
 - 1. Forward all documentation relevant to the dispute, including the BLM's proposed resolution, to the ACHP, asking that office to provide the BLM with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the BLM shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and Consulting Parties and provide everyone with a copy of this written response. The BLM will then proceed according to its final decision.
 - 2. If the ACHP does not provide its advice regarding the dispute within the thirty-(30) day period, the BLM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the BLM shall prepare a written response that takes into account any timely comments regarding the dispute from the Consulting Parties and provide them and the ACHP with a copy of such written response.
 - 3. The BLM will be responsible for carrying out all other actions subject to the terms of this PA that are not the subject of the dispute.

XVI. AMENDMENT: Any Signatory or Invited Signatory to this PA may request that it be amended by informing the BLM in writing of the reason for the request and the proposed amendment language, whereupon the BLM shall inform the other Signatories and request their views concerning the proposed amendment. If there is agreement among all Signatories, the document shall be amended accordingly and the amendment will be effective on the date a copy signed by all of the Signatories is executed by the ACHP. The BLM shall provide all Consulting Parties with a copy of the final amendment.

XVII. TERMINATION

- A.** Pursuant to 36 C.F.R. § 800.6(c) (8), if any Signatory or Invited Signatory to this PA determines that the terms of the PA cannot be or are not being carried out, then such party must provide written notice to the BLM and the other Signatories and Invited Signatories stating the reasons for the determination and requesting consultation to resolve the stated concerns through amendment of the PA. The Signatories and Invited Signatories shall consult regarding potential amendments to the PA to resolve the stated concerns within thirty (30) calendar days of the written request. If the Signatories and Invited Signatories are unable to amend the PA or agree on other actions to resolve the concerns, the objecting party may terminate the PA by providing written notice to the Signatories and Invited Signatories.
- B.** Termination of the agreement by an Invited Signatory shall only apply to lands under their respective jurisdiction. In such case, the BLM shall comply with 36 C.F.R. § 800, subpart B, for all undertakings affecting the terminating Signatory's lands within the scope of the PA.
- C.** In the event that this PA is terminated, the BLM shall have six months after termination, or a longer time period if agreed to in writing by all Signatories, to either (a) have another PA executed by all Signatories, or (b) request, take into account, and respond to ACHP comments in accordance with 36 C.F.R. § 800.7. The BLM shall take reasonable steps to avoid adverse effects to historic properties until either option is carried out. The BLM will notify all parties to this PA as to the course of action it will pursue.
- D.** If neither option has been carried out within six months after termination (or a longer time period agreed to in writing by all Signatories), BLM shall, within fourteen (14) days thereafter, request ACHP formal comments and, within forty-five (45) days after the ACHP issues them, take into account and respond to them in accordance with 36 C.F.R. § 800.7. The BLM shall continue to take reasonable steps to avoid adverse effects to historic properties until this process is concluded.

XVIII. DURATION OF THE PA

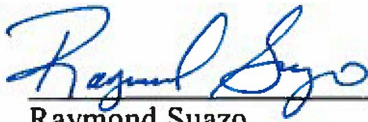
- A.** Unless otherwise amended pursuant to Stipulation XVI or terminated pursuant to Stipulation XVII of this PA, this PA will be in effect following its execution by the Signatory Parties until the BLM, in consultation with the other parties to this PA, determines that all its terms have been satisfactorily fulfilled, or within five (5) years of execution of this PA, whichever comes first.
- B.** At least six (6) months prior to the expiration date, the Signatories and Invited Signatories shall consult to determine whether this PA remains satisfactory and whether to extend its duration. If there is agreement, the BLM will amend (revise and update) the PA in accordance with Stipulation XVI, as determined through consultation with the Signatories and Invited Signatories. The amended agreement must be signed and executed by all Signatories prior to the original expiration date. If BLM fails to amend the agreement prior to its expiration, BLM shall follow 36 CFR Part 800 for the remainder of the undertaking.

- C. Upon a determination that all terms of this PA have been satisfactorily fulfilled, BLM will immediately notify the other parties to this PA in writing that its terms have been satisfactorily fulfilled and this agreement will have no further force or effect.
 - D. The BLM will retain responsibility for administering the terms and conditions of the ROW grant pertaining to historic properties for the life of the grant, including enforcing provisions of this PA and the required HPMP related to operations and maintenance.
- XIX. NON-ENDORSEMENT CLAUSE:** Nothing in this PA should be interpreted to imply that any party endorses the Ten West Link Transmission Project.
- XX. COUNTERPART SIGNATURES AND EXECUTION STATEMENT**
- A. This PA may be executed in counterparts, each separately and together constituting one and the same document. Execution and delivery of this PA by facsimile or email shall be sufficient for all purposes and shall be binding on any party to this PA.
 - B. Execution of this PA by the BLM, the SHPOs/THPO, and the ACHP and implementation of its terms evidence that the BLM has satisfied its Section 106 responsibilities with regard to the construction, operation and maintenance of the Ten West Link Transmission Project and has afforded the ACHP an opportunity to comment.

SIGNATORY PAGE

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AMONG
THE BUREAU OF LAND MANAGEMENT,
ARIZONA YUMA FIELD OFFICE,
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THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
THE COLORADO RIVER INDIAN TRIBES,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
TEN WEST LINK TRANSMISSION PROJECT
BETWEEN TONOPAH, MARICOPA COUNTY, ARIZONA
AND BLYTHE, RIVERSIDE COUNTY, CALIFORNIA**

BUREAU OF LAND MANAGEMENT



Raymond Suazo
State Director

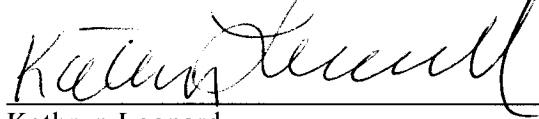
9/17/2019

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ARIZONA STATE HISTORIC PRESERVATION OFFICER



Kathryn Leonard
State Historic Preservation Officer

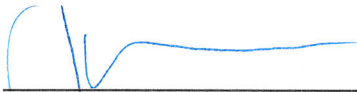
3 October 2019

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CALIFORNIA STATE HISTORIC PRESERVATION OFFICER



2 October 2019

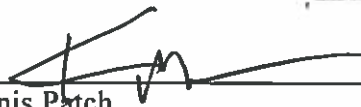
Julianne Polanco
State Historic Preservation Officer

Date:

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COLORADO RIVER INDIAN TRIBES



Dennis Patch
Chairman

Acting

10/22/19
Date:

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ADVISORY COUNCIL ON HISTORIC PRESERVATION



John M. Fowler
Executive Director

10/25/19
Date:

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BUREAU OF INDIAN AFFAIRS

Bryan Bowker
Regional Director

Date:

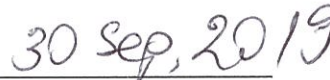
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DCR Transmission, L.L.C.



Himanshu Saxena
Chief Executive Officer



Date:

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Bureau of Reclamation

Terrance J. Fulp, Ph.D.
Regional Director

Date:

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Department of Defense, Yuma Proving Grounds

Garrison Manager

Date:

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Arizona State Lands Department

Lisa Atkins
Arizona State Land Commissioner

Date:

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California Public Utilities Commission

Stephanie Green
CPUC Tribal Liaison

Date:

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**PROGRAMMATIC AGREEMENT
AMONG
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ARIZONA YUMA FIELD OFFICE,
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
THE COLORADO RIVER INDIAN TRIBES,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
TEN WEST LINK TRANSMISSION PROJECT
BETWEEN TONOPAH, MARICOPA COUNTY, ARIZONA
AND BLYTHE, RIVERSIDE COUNTY, CALIFORNIA**

Western Area Power Administration

Ronald Moulton
Southwest Regional Manager

Date:

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Arizona State Museum

Patrick Lyons
Director

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La Paz County

Duce Minor
Chairman

Date:

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Town of Quartzsite

Jim Ferguson
Town Manager

Date:

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Ak-Chin Indian Community

Robert Miguel
Chairman

Date:

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Fort Mojave Indian Tribe

Timothy Williams
Chairman

Date:

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Gila River Indian Community

Stephen Roe Lewis
Governor

Date:

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Hopi Tribe

Timothy L. Nuvangyaoma
Chairman

Date:

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Morongo Band of Mission Indians

Robert Martin
Chairman

Date:

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Fort Yuma-Quechan Tribe

Jordan Joaquin
President

Date:

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Salt River Pima-Maricopa Indian Community

Martin Harvier
President

Date:

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Soboba Band of Luiseno Indians

Scott Cozart
Chairman

Date:

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Tohono O'odham

Edward D. Manuel
Chairman

Date:

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Torres Martinez Desert Cahuilla Indians

Thomas Tortez
Chairperson

Date:

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Twenty-Nine Palms Band of Mission Indians

Darrell Mike
Chairman

Date:

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Yavapai-Apache Nation

Jane Russell-Winiecki
Chairwoman

Date:

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Yavapai-Prescott Indian Tribe

Robert Ogo
Vice President

Date:

ATTACHMENT 1: PROJECT DESCRIPTION AND MAP

Project Description

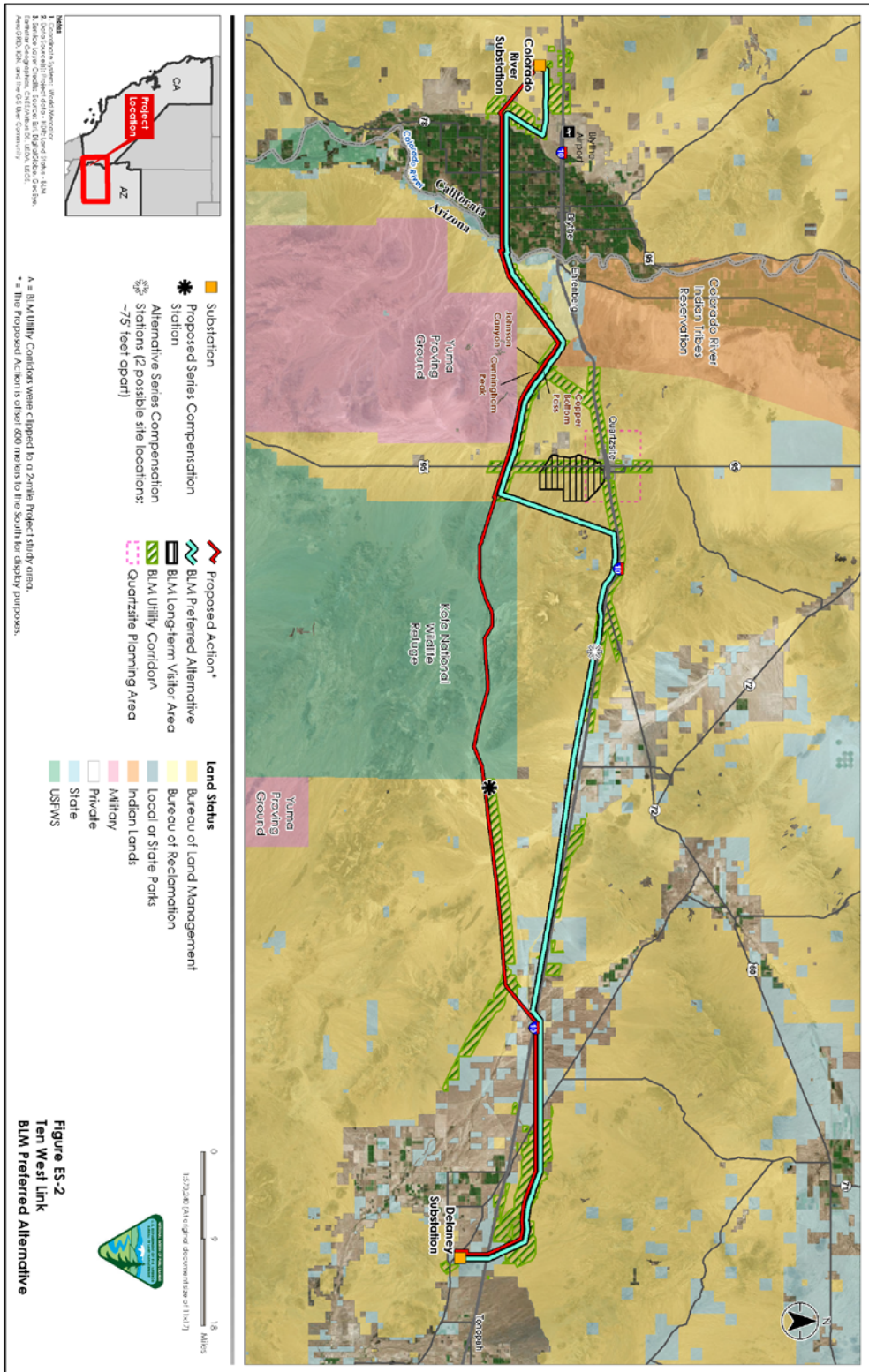
The Applicant filed a ROW application (SF-299) with the BLM on September 14, 2015 to construct, operate, maintain, and decommission an electric transmission line project in western Arizona and eastern California. **(This Undertaking does not consider decommissioning. As per Stipulation II.B, decommissioning will be a separate undertaking.)** The proposed Ten West Link Transmission Line Project (the Project) would consist of a series-compensated, single circuit, 500 kilovolt (kV) transmission line traversing approximately 114 miles. The Project would be designed with a conductor capacity to transmit 3200 megawatts (MW) and provide interconnection capability for new energy projects located in the region.

The Project would begin at the existing Arizona Public Service Company (APS) Delaney Substation near Tonopah, Arizona, and terminate at the existing Southern California Edison (SCE) Colorado River Substation near Blythe, California. The Project would be located in Maricopa and La Paz counties in Arizona, and Riverside County in California.

The Applicant's proposed Project would be constructed using a combination of guyed V, self-supporting lattice, lattice H-frame and/or monopole structures. The Project would be primarily located within designated utility corridors largely following the existing Devers to Palo Verde (DPV) transmission line and other linear facilities including natural gas pipelines. The Project is designed to be located within a 200-foot wide ROW for the transmission line. In areas of colocation, the Project would maintain a 250-foot separation from the existing DPV 500-kV transmission line in accordance with requirements set forth by the California Independent System Operator (CAISO). To the extent possible, the Applicant proposes to use existing DPV access roads and other existing access roads. Approximately 97 miles of the Project would be in Arizona, and approximately 17 miles would be in California. The Project would cross approximately 83 miles of Federal land, including lands managed by the BLM and Reclamation. The Project would also cross lands administered by the ASLD, the SLC, and private lands. The Project would take approximately two years to construct. Once constructed, the Project would be in operation year-round.

The BLM has identified Alternative 2: BLM Utility Corridor Route (with the inclusion of subalternative 4d) as the Agency Preferred Alternative. This route was developed to emphasize the use of BLM utility corridors along Interstate 10 and parallel to the existing Palo Verde to Devers transmission line; avoid the Kofa National Wildlife Refuge; avoid Johnson Canyon and other high use recreation areas; minimize impacts to the Colorado River Indian Tribes Reservation; avoid residential and other developed areas; and avoid areas of dense cultural resources near the Mule Mountains south of Blythe, California.

MAP OF UNDERTAKING



ATTACHMENT 2: DEFINITIONS FOR TERMS USED IN THIS PA

Adverse Effect – Alteration of the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register of Historic Places (NRHP).

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

Authorized Officer – The Authorized Officer for this Undertaking is the BLM Yuma Field Office Manager and/or his or her delegated representative.

Consultation – The process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters that arise during the Section 106 process. The Secretary of Interior's "Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act" provide further guidance on consultation.

Consulting Party – Any party (including Tribes) that has participated in the development of this PA and has indicated intent to participate in consultations during its implementation either by signing in concurrence or by written notification to the Agency Official. The refusal of any party invited to sign the PA, other than the Signatories, does not invalidate the PA. Consulting Parties include:

Signatories – Parties who have legal responsibilities for completion of the stipulations in the PA. The Signatories have sole authority to execute the PA, and together with the Invited Signatories, to amend or terminate the PA.

Invited Signatories – The authorized official may invite additional parties to sign the PA and upon signing, they have the same rights with regard to amendments and termination as the Signatories. These parties have legal or financial responsibility in terms of the Undertaking, such as the issuance of a permit, license or ROW, and they have a compliance responsibility under the NHPA or a state cultural resource statute.

Concurring Parties – A party who signs this PA but is not legally or financially responsible for completion of stipulations set forth in the PA.

Construction and Reclamation– The construction phase begins when the BLM has issued a ROW grant to the Applicant for the Undertaking. It includes all activities related to construction of the Undertaking, including activities required to be completed in advance of construction, as well as all activities completed in order to reclaim lands disturbed during construction for two years after construction is completed or until cost recovery agreements related to construction expire.

Cultural Resource – Any location of human activity, occupation, or use identifiable through field inventory, historical documentation, or oral evidence. The term includes archaeological, historic, or architectural sites, landscapes, buildings, structures, objects, and places that possess historic and/or cultural significance as well as places with important public and scientific uses and may include definite locations (sites or places) of traditional cultural or religious importance to specified social and/or cultural groups. Cultural resources may be but are not necessarily eligible for the NRHP.

Cultural Resource Consultant/Contractor (CRC) – A qualified and permitted professional consultant in cultural resources (archaeologist, historian, ethnographer, historic architect, architectural historian, or anthropologist) who is responsible for implementing cultural resource inventories and who prepares cultural resource documents, reports, analysis, records, and professional literature. CRCs must meet the Secretary of the Interior's Professional Qualification Standards and hold appropriate permits from land managing agencies and/or the Arizona State Museum for lands in Arizona.

Cultural Resource Inventory (from H-8100-1) –

Class I – Existing data inventory: Large-scale review of known cultural resource data

Class II – Sampling field inventory: Sample oriented field inventory

Class III – Intensive field survey: A complete surface inventory of a specific area involving a systematic field examination of an area to gather information regarding the number, location, condition, distribution, and significance of cultural resources present, typically requiring a systematic pedestrian review of an area with transect intervals that shall not exceed 15 meters.

Day – Refers to calendar day unless otherwise stated.

Decommissioning – The action in which the transmission line and/or related facilities such as substations are taken out of commission (cease to operate) and are physically dismantled.

Effects – Alterations to the characteristics of a historic property qualifying it for inclusion in or eligibility for the NRHP:

Direct effects are caused by the Undertaking and occur at the same time and place as the undertaking.

Indirect effects are also caused by the Undertaking and are effects that may be visual, atmospheric, or audible that could diminish the integrity of the historic properties. Indirect effects may include increased vandalism and looting resulting from increased access.

Cumulative effects are the impacts on cultural resources which result from the incremental impact of the Undertaking when added to other past, present and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions (per 40.C.F.R. § 1508.7). Cumulative effects may be direct or indirect and result from incremental effects related to the Undertaking over time (e.g., increased access because

of new roads, future transmission lines along the same corridor, new projects feeding into the Undertaking, etc.). Additional roads and visitors to the area (construction personnel, recreationists, etc.) also increase opportunities for impacts from pot hunting, vandalism of historic properties, and disruption of spiritually important sites.

Eligible (for Inclusion in the NRHP) – Includes both properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other properties not formally determined or listed, but that meet the NRHP criteria as determined by the Federal Agency in consultation with the SHPO/THPO, Tribes, and other parties.

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

Historic Properties Management Plan (HPMP) – A document that details the procedures and protocols to ensure the long-term protection and preservation of historic properties within the ROW for the duration of the ROW grant.

Historic Properties Treatment Plan (HPTP) – A document that details the procedures and techniques for resolving adverse effects to historic properties within the APE through avoidance, minimization, and/or mitigation (treatment) caused by construction.

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

Integrity – Refers to location, design, setting, materials, workmanship, feeling and association as defined in 36 C.F.R. § 60.

Interested tribal members – Tribal members who have identified themselves either as individuals or a group, through consultations with the BLM, the THPO, or the tribal member designated to participate in consultations concerning this Undertaking, as being interested in attending field inspection visits with the BLM and/or the CRC.

Inventory Report – The (Class III – see above description) Inventory Report documents the results of the cultural resources inventory detailing the areas surveyed; the survey methodologies used; the cultural framework of the project area and its relationship to the evaluation of significance; and the cultural resources discovered and documented. It provides recommendations to the lead Federal agency on NRHP-eligibility of the cultural resources identified within the inventoried area. It includes assessments of direct, indirect, and cumulative effects for historic properties within the APE of the Undertaking.

Monitoring and Discovery Plan – The Monitoring and Discovery Plan (1) provides a detailed plan to monitor compliance with stipulations of the HPTP to avoid, minimize, or mitigate adverse effects of the Undertaking; (2) may include specific plans where monitoring is necessary to help resolve adverse effects to historic properties; (3) establishes procedures to follow in the event that previously undiscovered cultural resources are encountered during the Undertaking; and (4) may include a Native American Graves Protection and Repatriation Act (NAGPRA) Plan of Action developed specifically to address the handling of human remains pursuant to 43 C.F.R. § 10; and (5) describes how the Undertaking will comply with A.R.S. § 41-844 (with respect to State, county, and city lands) and A.R.S. § 41-865 (with respect to private lands) in Arizona; and in California, with the Cal. Pub. Res. Code §§ 5097.98, 5097.991 and the Cal. Health & Safety Code § 7050.5(c). All monitoring plans shall explicitly state the objectives of the monitoring and provide a methodology for attaining these objectives. The Tribal Participation Plan is a component of the MDP.

Monitoring Report – A document that summarizes the results of monitoring activities performed as outlined within the MDP of the HPTP for each state.

NAGPRA Plan of Action (POA) – A written document that establishes procedures for ensuring the proper treatment of Native American remains and related grave goods encountered on Federal lands pursuant to 43 C.F.R. § 10.

National Register of Historic Places (NRHP) – The official list of the Nation's historic places worthy of preservation. Authorized under the National Historic Preservation Act of 1966, it is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect our historic and archeological resources. The National Register is administered by the National Park Service under the Secretary of the Interior. Properties listed in the National Register include districts, sites, buildings, structures, and objects that are significant in American history, architecture, archeology, engineering, and culture.

NRHP Criteria – The criteria of significance established by the Secretary of the Interior for use in evaluating the eligibility of properties for inclusion in the NRHP (36 C.F.R. § 60).

Operation and Maintenance – Activities associated with operation and maintenance of the approved ROW over the life of the ROW grant. This includes all activities related to the functioning of the Undertaking after construction and reclamation are completed and prior to any activities related to decommissioning of the Undertaking. Activities during this time are generally infrequent, predictable, and routine. Any actions not specifically approved in the ROW grant, such as changes in equipment used or actions outside the ROW grant area require approval of the BLM.

Plan of Development (POD) – The Final POD is a BLM approved document that will be an enforceable term and condition as part of the BLM approved ROW grant. Contributors in the development of the Final POD prior to construction will include the Arizona State Land Department (ASLD) and the California Land Commission (SLC). The ASLD and the SLC will be responsible for developing and enforcing their respective stipulations, as they deem necessary, to mitigate natural and cultural resource impacts on state administered lands. Should the ASLD

and/or the SLC choose to adopt the terms, conditions, and special stipulations as outlined in the Final POD on their respective state authorized ROWs, responsibility to enforce these Final POD terms, conditions, and stipulations is strictly their sole responsibility. Enforcement will be between the state agency and the applicant.

Post Review Discovery -- A previously unknown cultural resource identified in the APE during construction and after the review of the Class III Inventory Report.

Preliminary/End of Fieldwork Report – A document that summarizes results of the treatment activities undertaken on an individual historic property for the purposes of informing the BLM and Consulting Parties and gaining approval for the Undertaking to proceed prior to the acceptance of the final Treatment Report.

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

Reclamation – The activities necessary to restore lands disturbed by construction to as close to a pre-construction condition as possible. This may include ripping, re-seeding and contouring lands disturbed during construction, such as temporary access roads and staging areas.

Research Design and Work Plan – A document that describes the proposed Area of Potential Effect and the reports that the BLM proposes to fulfill identification efforts for the Project per 36 C.F.R. § 800.4.

Right-of-Way (ROW) – The public lands the BLM authorizes for use or occupation under a ROW grant. The POD is an essential component of the ROW grant, and the PA and the HPTP are appended to the POD.

Section 106 – Section 106 of the National Historic Preservation Act of 1966 (NHPA) requires Federal agencies to take into account the effects of their undertakings on historic properties and afford the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment. The historic preservation review process mandated by Section 106 is outlined in regulations issued by the ACHP ("Protection of Historic Properties," 36 C.F.R. § 800, incorporating amendments effective August 5, 2004).

State Historic Preservation Officer (SHPO) – The official appointed or designated pursuant to Section 101(b)(1) of the NHPA to administer the State Historic Preservation Program or a representative designated to act for the State Historic Preservation Officer.

Traditional Cultural Property (TCP) - A property that is eligible for inclusion in the NRHP because of its association with cultural practices or beliefs of a living community that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community (*National Register Bulletin 38*).

Tribal Participation Plan - As used in this PA, a plan that outlines details and protocols for affording tribally designated representatives (tribal cultural consultants) the opportunity to monitor and be on site during all ground disturbing construction activities for facilities, roads or other components associated with the Undertaking. The Tribal Participation Plan is a component of the MDP.

Treatment Report – As used in this PA, a document that presents the complete results of treatment activities performed on all historic properties, addresses the research questions developed in the HPTP, and synthesizes the results into regional context.

Tribal Historic Preservation Officer (THPO) – The tribal official appointed by the Tribe’s chief governing authority or designated by a tribal ordinance who has assumed the responsibilities of the SHPO for purposes of Section 106 compliance on tribal lands in accordance with 54 U.S.C. 302702.

Undertaking – A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license, or approval (36 C.F.R. § 800.16[y]). The Undertaking may include surveys, geotechnical testing, engineering, mitigation planning and design, or other activities initiated prior to construction of project facilities.

Unevaluated cultural resources -- As used in this PA, unevaluated cultural resources are those that require additional test excavations, archival or ethnographic research in order for a determination of National Register eligibility to be made.

Variance – A relatively minor change in construction activities (for example, a modification in the route of an access road) requiring the approval of the BLM, including compliance with Section 106 of the NHPA, prior to the issuance of a Notice to Proceed with construction.

ATTACHMENT 3. REFERENCES CITED

Brodbeck, Mark and Wayne Glenny

2017 Ten West Link 500Kv Transmission Line Project Cultural Resources Baseline Technical Report. Submitted to the Bureau of Land Management (BLM) Arizona State Office February 2017. HDR, Inc. Phoenix, AZ.

Brodbeck, Mark, Wayne Glenny, Jeanne Barnes, Beniamino Volta, and Daniel Leonard

2017 Ten West Link 500kV Transmission Line Project Research Design and Work Plan for Cultural Resources Identification Efforts. Submitted to the BLM Arizona State Office October 2017. HDR, Inc. Phoenix, AZ.

Leard, Dan and Mark Brodbeck

2017 Ten West Link 500kV Transmission Line Project Ethnographic Overview Report. Submitted to the BLM Arizona State Office March 2017. HDR, Inc. Phoenix, AZ.