

APPENDIX B. PROGRAMMATIC AGREEMENT

**PROGRAMMATIC AGREEMENT
AMONG
THE U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE –
ANGELES NATIONAL FOREST,
THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND
MANAGEMENT
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
REGARDING
THE BARREN RIDGE RENEWABLE TRANSMISSION PROJECT,
LOS ANGELES AND KERN COUNTIES, CALIFORNIA**

WHEREAS, the Los Angeles Department of Water and Power’s (LADWP) Barren Ridge Renewable Transmission Project (hereinafter, “BRRTP” or “Project”) proposes: 1) constructing a new 230 kilovolt (kV) transmission line between the existing Barren Ridge Switching Station north of the city of Mojave southward to a proposed new switching station in Haskell Canyon north of Santa Clarita; 2) placing the new transmission line onto vacant positions on existing structures from Bee Canyon to Haskell Canyon; 3) installing a 230kV circuit onto existing towers between the proposed Haskell Switching Station and the existing Castaic Power Plant; 3) re-conductoring the existing Barren Ridge – Rinaldi (BR-RIN) 230kV Transmission Line from the Barren Ridge Switching Station to the Rinaldi Substation in the San Fernando Valley; 5) constructing the new Haskell Switching Station on LADWP-owned property in Haskell Canyon; and 6) expanding the existing Barren Ridge Switching Station north of Mojave (Figure 1, Appendix A); and

WHEREAS, the U.S. Department of Agriculture Forest Service, Angeles National Forest (ANF) and the U.S. Department of the Interior Bureau of Land Management (BLM) have determined that issuing permits or granting rights-of-way (ROW) for BRRTP and the demolition, construction, operation and maintenance activities for BRRTP on ANF- and BLM-administered lands and on other lands constitute an “Undertaking” as defined at 36 CFR § 800.16(y); and

WHEREAS, the ANF may issue Temporary Special Use Permits (TSUP) for BRRTP-related construction activities as well as a 50-year term Special Use Permit (SUP) or ROW for the selected BRRTP alternative on ANF-administered lands, pursuant to the Federal Land Policy and Management Act (FLPMA) (P.L. 94-579) of 1976, as amended, which authorizes the Forest Service to permit the occupancy, use, or traversing of National Forest lands for generation, transmission, and distribution of electrical power; and

WHEREAS, the BLM may issue a ROW Grant, pursuant to Title V of FLPMA (43 USC 1761-1771), for electrical power generation, transmission and distribution systems, systems for the transmission and reception of electronic signals and other means of communications, highways, railroads, pipelines (other than oil and gas pipelines) and other facilities or systems which are in the public interest; and

WHEREAS, in regards to the Undertaking, the ANF and BLM manage historic properties and cultural resources on public land according to the National Historic Preservation Act (NHPA) (P.L. 89-665, as amended), and these have been considered during consultation for this Programmatic Agreement (PA); and

WHEREAS, the ANF has consulted with the California State Historic Preservation Officer (SHPO) and the ANF has notified and invited the Advisory Council on Historic Preservation (ACHP) per 36 CFR § 800.6(a)(1)(i)(C) to participate in the consultation to resolve the potential effects of the Undertaking on historic properties and, per its letter dated September 23, 2009, the ACHP has elected not to participate in this PA; and

WHEREAS, the ANF and BLM, in consultation with the SHPO, have determined that a phased approach for compliance with Section 106 of the NHPA is appropriate for the Undertaking because all effects of the Undertaking on historic properties cannot be known prior to approval of the Project (36 CFR § 800.14(b)(1)(ii)); there is the potential to encounter unanticipated historic properties during the life of the Project (36 CFR § 800.13(a)(1)); and the completion of the identification of historic properties, determinations of specific effects on historic properties, and consultation concerning measures to avoid, minimize, or mitigate any adverse effects shall be carried out as part of planning for and prior to implementing any specific Project activities that have the potential to cause adverse effects on historic properties; and

WHEREAS, per 36 CFR § 800.2(a)(2) the ANF is the lead federal agency for the entire Undertaking, including those components of BRRTP on non-federal land, for the purpose of complying with Section 106 of the NHPA and its implementing regulations at 36 CFR § 800, and the ANF and BLM shall each be responsible for managing historic properties within the Area of Potential Effects (APE) for the Undertaking pursuant to the NHPA under the areas of their individual jurisdictions; and

WHEREAS, LADWP shall consult with the ANF as the lead federal agency for Section 106 regarding the management of archaeological and historical resources outside of the boundaries of ANF and BLM-administered lands; and

WHEREAS, LADWP, a municipal utility and department of the City of Los Angeles, is the lead agency for compliance with the California Environmental Quality Act (CEQA) (California Public Resources Code (PRC), Division 13, Sections 21000-21177, as amended) and has certain responsibilities under state laws and regulations to take into account and mitigate the effects of this Project on historical resources eligible for or listed on the California Register of Historical Resources (California Register) and is coordinating compliance with state law with federal agency responsibilities to comply with Section 106 of the NHPA; and

WHEREAS, LADWP shall have responsibility for carrying out specific terms of this PA and is an Invited Signatory to this PA; and

WHEREAS, the ANF and BLM have consulted (per 36 CFR § 800.3(f)(2); 36 CFR § 800.14(b)(2); and 36 CFR § 800.14(f)) federally-recognized Tribes (i.e., San Manuel Band of Mission Indians, Morongo Band of Mission Indians, The Santa Ynez Band of Mission Indians/Tribal Elders Council, Tejon Indian Tribe); and groups and individuals specifically identified by the California Native American Heritage Commission (NAHC) as having cultural affiliation with the BRRTP area and expressing an interest in the Undertaking and have invited them to participate as Concurring Parties to this PA, with the understanding that, notwithstanding any decision by these Parties to decline to participate as Concurring Parties, the ANF and BLM

shall continue to consult with them throughout the implementation of the PA (per 36 CFR § 800.2(c)(5)); and

WHEREAS, in accordance with 36 CFR 800.2 § (c)(5) and 36 CFR § 800.14(b)(2)(ii), the ANF and BLM have consulted with non-federally recognized tribal groups (i.e., Gabrieliño Group, Seven Feathers Corp/San Fernando Band of Mission Indians, Owl Clan Consultants); groups and individuals identified by the NAHC as having cultural affiliation with the BR RTP area; and other tribal groups and individuals known by the ANF as potentially interested parties; and have invited those expressing an interest in the Undertaking to participate as Consulting Parties in the development of the PA;

NOW, THEREFORE, the ANF, BLM, and SHPO (hereinafter “Signatories”) and LADWP (hereafter “Invited Signatory”) agree that the federal agencies, to the extent of their legal authority, shall administer the Undertaking in accordance with the following stipulations to satisfy the federal agencies’ Section 106 responsibilities for this Undertaking.

STIPULATIONS

The ANF and BLM shall ensure that the following measures are implemented.

I. AREA OF POTENTIAL EFFECTS

Because the route for the Undertaking is not yet selected, a final area of potential effects (APE) will be established after the selected transmission line route is identified in the *USDA Forest Service, USDI Bureau of Land Management, and Los Angeles Department of Water and Power Barren Ridge Renewable Transmission Project Final Environmental Impact Statement/ Environmental Impact Report (EIS/EIR)* and will include the areas where the Undertaking may directly or indirectly affect historic properties. For the *BR RTP Draft EIS/EIR (August 2011)* and *Cultural Resource Technical Report and Class I and Class II Inventory Report (September 2010)*, the study area was equivalent to an APE for each alternative. Upon identification of the final APE, all Signatories will be notified by the ANF.

A single APE (36 CFR § 800.16(d)) for the Project is defined as consisting of the following components:

- (A) Prior to and during construction of the BR RTP, the APE within ANF- and BLM-administered lands shall include all areas in which:
 - (1) Historic properties could sustain direct effects as a result of the Undertaking and is defined to include:
 - (a) The selected alternative for BR RTP identified in the Final EIS/EIR. This would include the proposed 2.7-acre expansion area for the existing Barren Ridge Switching Station north of Mojave; the 5.5-acre site of the proposed Haskell Switching Station in Haskell Canyon north of Santa Clarita; an approximately 61.5-mile 200-foot wide corridor south from the Barren Ridge Switching Station to the proposed Haskell Switching Station; approximately 12 miles of existing corridor between the new Haskell Switching Station and the existing Castaic Power Plant; and approximately 75 miles of the existing Barren Ridge-Rinaldi (BR-RIN) corridor from the Barren Ridge Switching Station to the Rinaldi Substation in the San Fernando Valley (see Figure 1 in Appendix A

and the Construction Phase Management Plan [CPMP] in Appendix C [to be developed]).

- (b) Any ancillary Project use areas or facility locations that are outside these corridors and permitted by the ANF or BLM, including but not limited to, marshalling yards, access and spur roads, helicopter fly yards/support areas, helicopter landing zones, construction turn-arounds/pull outs, guard pole locations, and splicing/pulling set-up areas. A 50-foot wide buffer shall extend beyond either side of the center line of any access road or other linear facility. A 100-foot wide buffer shall extend beyond the proposed boundary of any marshalling yard, splicing/pulling set-up areas, or other areas similarly used for the Project.
 - (c) If a historic property extends outside the APE, the APE in that location shall be redefined to include the boundaries of the entire historic property.
 - (2) Any area within which historic properties could sustain indirect effects, i.e., effects resulting from the Undertaking that are separated in space or time from the Undertaking. This area would include:
 - (a) For visual effects, land within 3.0 miles of the proposed transmission line, based on information provided in the Visual Resources sections of the Final EIR/EIS;
 - (b) For this Undertaking, the APE does not include areas of potential atmospheric and auditory effects because such effects would be temporary, occurring over about 6 months, and would not be significant, as determined in the Final EIR/EIS.
- (B) Prior to and during construction of the BRRTP, the APE for the selected alternative outside the boundaries of ANF- and BLM-administered lands shall include the following areas:
- (1) All areas of the Undertaking in which historic properties could sustain direct effects, defined to include continuous corridors for each linear segment, each a total of 200 feet wide (see Figure 1 in Appendix A and the CPMP in Appendix C [to be developed]).
 - (2) Any ancillary Project use areas or facility locations that are outside these 200-foot wide corridors, including, but not limited to, marshalling yards, access and spur roads, helicopter fly yards/support areas, helicopter landing zones, construction turn-arounds/pull outs, guard pole locations, and splicing/pulling set-up areas. A 50-foot wide buffer shall extend beyond either side of the center line of any access road or other linear facility. A 100-foot wide buffer shall extend beyond the proposed boundary of any marshalling yard, splicing/pulling set-up areas, or other areas similarly used for the Project.
 - (3) Any areas within which historic properties could sustain indirect effects as a result of the Undertaking (See Stipulation I(A)(2)).
- (C) Prior to and during construction, the APE for switching stations (i.e., expansion of the Barren Ridge Switching Station, the proposed Haskell Switching Station) shall be:
- (1) The total area of any ground disturbance required for each switching station plus a 100-foot buffer around the area of disturbance; and
 - (2) Any areas within which historic properties could sustain indirect effects as a result of the Undertaking (see Stipulation I(A)(2)).
- (D) Following construction and for purposes of operation and maintenance activities as may be required, the APE for the BRRTP alignment shall be the width of any ROW or easement granted to LADWP by the ANF, BLM or any other party and as memorialized in legally

binding agreements among the relevant parties. The APE for switching stations shall be the area of each switching station defined in any easement, deed or other legal definition for the switching station parcel.

II. COORDINATION OF THIS PROGRAMMATIC AGREEMENT WITH THE ENVIRONMENTAL IMPACT STATEMENT/ ENVIRONMENTAL IMPACT REPORT FOR BRRTP

Compliance with NEPA and with Section 106 of the NHPA can be parallel processes, and the ACHP encourages federal agencies to coordinate compliance with Section 106 and the requirements of NEPA. Impacts to cultural resource are identified in the *BRRTP Draft EIS/EIR* (2011) and in the confidential appendix to the EIS/EIR entitled *Cultural Resource Technical Report and Class I and Class II Inventory Report* (2010). Mitigation measures identified in the two documents were not resource-specific; rather the documents explained that this PA was being prepared and would set forth procedures for identifying, evaluating, and managing cultural resources along the selected alternative. Resource-specific mitigation measures will be identified in consultation with Signatories and implemented as appropriate following completion of the Class III intensive inventory.

Upon completion of the Final EIS/EIR but prior to the issuance of a NEPA Record of Decision (ROD) and a CEQA Notice of Determination (NOD), the Signatories and Invited Signatory shall commit to implementation of the procedures contained herein for compliance with Section 106 responsibilities for the BRRTP Undertaking. Execution of this PA does not imply commitment by any party to a definite decision regarding the Undertaking prior to completion of the NEPA/CEQA Decision/Determination. If LADWP chooses to, or for any reason the project does, not go forward following the ROD, the USFS and BLM will not have an Undertaking and pursuant to Stipulation XII of this PA shall terminate.

A draft of this PA was circulated for public comment during the commenting period for the Draft EIS/EIR (August 2011). The ANF, BLM, SHPO and LADWP have taken into consideration applicable public comments received regarding the Draft PA in preparing the Final PA. Additionally, ANF has invited federally recognized Tribes, non-federally recognized Tribes, and other parties to provide comments regarding the Draft PA and has consulted with the other Signatories and the Invited Signatory to take into consideration applicable comments received from the Tribes and other parties in preparing the Final PA.

III. MANAGEMENT OF CULTURAL RESOURCES IN THE APE

- (A) When managing cultural resources and historic properties per this PA, the CPMP required in Stipulation IV, or the Historic Properties Management Plan (HPMP) required in Stipulation V, LADWP shall conform to the protocol described below.
- (B) All lands potentially subject to ground disturbance within the BRRTP APE (as defined in Stipulation I), including those components of the Undertaking whose locations are not yet determined, shall be intensively surveyed for cultural resources except in those cases in which the ANF and BLM agree that intensive survey is not feasible. Non-intensive survey methods will be utilized where conditions prohibit intensive survey methods. Specific identification and evaluation procedures are outlined in the CPMP (Appendix C [to be developed]).

(C) All newly identified and previously recorded cultural resources within the APE that may be adversely affected (36 CFR § 800.5) shall be evaluated for eligibility to the National Register using the criteria at 36 CFR § 60.

(1) LADWP shall submit to the ANF and BLM in writing its assessment regarding National Register eligibility for each resource within the APE and will identify the National Register criteria under which the affected characteristics of each resource are assumed to be historically significant. The ANF and BLM may assume eligibility of the properties for those properties that will be avoided with or without conditions or if adversely affected will respond to LADWP within 30 days to agree or disagree with LADWP's recommendations. Once agencies and LADWP agree on a recommendation, ANF shall provide participating Indian Tribes and Concurring Parties an opportunity to respond within 30 days to the recommendations. The ANF will forward the agencies' recommendations of eligibility to the SHPO for a formal determination of eligibility. The complete record of consultation among the ANF, BLM, SHPO, LADWP and other parties shall be provided to all the Signatories of this PA by ANF within 30 days following any SHPO concurrence or determination of eligibility.

(2) Should LADWP redesign a component of the Project to avoid a cultural resource, LADWP may provide documentation (36 CFR § 800.4(d)(1)) to the ANF and BLM demonstrating that the potential for adverse effects to that resource has been eliminated or will have no effect. The ANF and BLM will respond to LADWP within 10 working days to agree or disagree with LADWP's assessment. If the ANF and BLM agree with LADWP's assessment, the ANF will forward the record to SHPO for comment or concurrence. The SHPO will have 30 days to respond to the ANF. If LADWP receives an objection by the ANF or BLM, or SHPO does not concur with the assessment, it will proceed with the evaluation.

(D) For each cultural resource that has been determined eligible to the National Register, LADWP shall submit to the ANF and BLM a proposed plan to treat (mitigate) the adverse effects of the Project on the affected cultural resource. If a treatment plan is submitted separately from LADWP's recommendation of eligibility, the ANF and BLM shall respond in writing to LADWP within 30 days of receipt of LADWP's treatment plan. ANF and BLM shall provide Indian Tribes, Concurring Parties, and interested groups and individuals an opportunity to comment on the treatment plan. The ANF will consolidate the responses and forward them to all parties. LADWP will revise the treatment plan, if necessary, taking into account the comments received. If the ANF and BLM concur with the revised treatment plan, the ANF will forward the treatment plan to the SHPO for comment or concurrence. The ANF shall take into account any comments received from the SHPO regarding a treatment plan and direct LADWP to make such changes to the plan as the ANF, in consultation with the BLM, deems appropriate.

(1) The ANF has the authority to determine how any resource on ANF lands will be managed should the SHPO not respond within the allotted time. The BLM has the authority to determine how any resource on BLM-administered lands will be managed should the SHPO not respond within the allotted time.

(2) Any treatment plan proposed by LADWP may allow for a phased approach to treatment so that if LADWP believes that National Register eligibility is not supported by data or other information recovered during an initial phase of study, LADWP may again consult with the Signatories, seeking concurrence that the cultural resource is, in fact, not National Register eligible or that an alternative treatment of adverse effects is more

appropriate. Any revision or amendment to a treatment plan shall follow the same protocol for concurrence by the ANF and BLM as for the original treatment plan.

IV. CONSTRUCTION PHASE MANAGEMENT PLAN

This PA provides for the preparation and implementation of a Construction Phase Management Plan (CPMP), which will define procedures for the management of historic properties before and during the construction phase of BRRTP, and a Historic Properties Management Plan (HPMP) (Stipulation V), which will define procedures for the management of historic properties during the future operations and maintenance phase of the Project. The construction phase is defined to include Section 106 compliance activities implemented before and during construction of BRRTP.

- (A) The CPMP will be prepared by LADWP and before implementation it will be approved by the Signatories and reviewed by Concurring Parties. The Draft CPMP will be made Appendix C (to be developed) of this PA. The CPMP for the Undertaking will detail a historic preservation program to:
- (1) Identify potential historic properties in the APE;
 - (2) Evaluate cultural resources for eligibility for inclusion in the National Register that would be potentially affected by localized components of the Undertaking;
 - (3) Determine ways to avoid, minimize, or mitigate adverse effects on historic properties within the APE;
 - (4) Manage previously unidentified archaeological or historic sites discovered during construction of the BRRTP;
 - (5) Consult and coordinate with government agencies and Indian Tribes with regard to implementation of the CPMP;
 - (6) Provide for curation of archaeological and historical items associated with the historic preservation program for the Undertaking;
 - (7) Define the roles and responsibilities of the ANF, BLM, and LADWP in any management of historic properties in the APE.
 - (8) In order to ensure the proper treatment of Native American human remains and associated grave items, and to comply with the Native American Graves Protection and Repatriation Act (NAGPRA) (P.L. 101-601) and implementing regulations at 43 CFR § 10, the CPMP shall include a NAGPRA Plan of Action (POA) prepared in consultation with the Tribes and other interested Native American groups.
- (B) Disposition of recovered cultural materials (archaeological and historic items) discovered prior to and during construction of the BRRTP will be determined through consultation between Signatories, Indian Tribes, Concurring Parties, and interested parties, with their ultimate disposition determined by the Federal Land Managing Agency or Landowner where the find or item was discovered, pursuant to 16 USC 470cc (b)(3) and its implementing regulations (36 CFR § 79.2(b)(2)).
- (C) ANF and BLM shall implement the CPMP required to manage historic and unevaluated properties within the APE on lands administered by the ANF and the BLM and on other lands. The CPMP, including National Register evaluation, determination of effects, review, and consultation processes, may be completed in phases and by task. The CPMP shall provide sufficient flexibility to permit Notices to Proceed for portions of the Undertaking on a phased (tiered) basis.

(D) Should any Signatory, the Invited Signatory or a Concurring Party determine that changes to the agreed upon CPMP are warranted to modify existing elements, or to add or delete some elements, of the historic preservation program defined by the CPMP, all the Signatories and the Invited Signatory to the PA shall consult to make changes. The ANF shall then consult in writing with the SHPO and Concurring Parties to determine if the proposed changes constitute a significant revision of the historic preservation program. The SHPO and Concurring Parties will have 45 days to respond in writing to the proposed changes to the CPMP. If the Signatories and Concurring Parties concur that the proposed changes do not constitute a significant revision to the CPMP, or if the SHPO does not respond within 45 days, then the ANF, BLM and LADWP will proceed to revise and implement the appropriate elements of the CPMP. Should any Signatory or the Invited Signatory object to the proposed changes to the CPMP, the objecting parties will proceed according to Stipulation X of this PA.

LADWP shall describe any revision to the CPMP, whether determined significant or insignificant, in its annual Historic Preservation Compliance Report (HPCR) as required in Stipulation VII(B).

V. HISTORIC PROPERTIES MANAGEMENT PLAN

The purpose of the HPMP will be to direct the management of historic properties in the post-construction operations and maintenance phase of the BR RTP. LADWP shall notify the ANF of the date when construction is deemed to have been completed and operations and maintenance begins for each Project component.

- (A) LADWP shall develop the HPMP for the Undertaking detailing a historic preservation program to:
- (1) Manage previously unidentified archaeological or historic sites discovered during operation and maintenance of the BR RTP;
 - (2) Consult and coordinate with government agencies and Indian Tribes with regard to implementation of the HPMP;
 - (3) Support interpretation of historic properties to the public and other public involvement in historic preservation; and define the roles and responsibilities of the ANF, BLM, and LADWP in any long-term management of historic properties in the APE.
 - (4) Provide for curation or disposition of archaeological and historical items in accordance with the historic property preservation program for the Undertaking; disposition of recovered cultural materials discovered during operations and maintenance of the BR RTP will be determined through consultation between Signatories, the Invited Signatory, Indian Tribes, Concurring Parties, and interested parties, with their ultimate disposition determined by the Federal Land Managing Agency or Landowner where the find or item was discovered, pursuant to 16 USC 470cc(b)(3) and its implementing regulations (36 CFR § 79.2(b)(2)).
- (B) The HPMP shall address, at a minimum and in appropriate detail, the elements defining the long-term historic preservation program during operations and maintenance activities for BR RTP. The HPMP may include provisions for the programmatic treatment of adverse effects to historic properties that could potentially occur as a result of operations and

maintenance of the transmission line and related facilities (e.g., pole replacement, road grading). The HPMP shall include a NAGPRA POA, as described in Stipulation IV(A)(8).

The HPMP will be written and organized in a manner so that sensitive information regarding historic properties is kept confidential (see Section 304 of the NHPA; Section 9 of the Archaeological Resources Protection Act (ARPA); Executive Order 13007, Indian Sacred Sites; California Government Code, Chapter 3.5, Section 6354.10; and access agreements with the California Historical Resource Information System (CHRIS)).

- (C) The HPMP may be prepared by LADWP as a single document addressing all components of the BRRTP or may be completed in phases and by task. Any version of the HPMP shall be prepared and circulated for review as defined below in Subsection (C)(1-4) of this Stipulation. If the HPMP is prepared incrementally, by phase or by task, LADWP shall first prepare a basic HPMP that defines the general principles and procedures LADWP will follow in the management of historic properties and unevaluated resources as outlined in Subsection (A)(1-4) of this Stipulation. The HPMP will then be supplemented for each BRRTP component by specific management prescriptions for each historic property and unevaluated resource.
- (1) Not less than 60 days prior to the estimated date of completing construction on the first BRRTP segment, an Administrative Draft HPMP shall be prepared and submitted by LADWP to the ANF and BLM for review and comment. Within 30 calendar days following receipt, the ANF and BLM will provide written comments to LADWP and direct LADWP to make revisions. The resulting document will be the Draft HPMP.
 - (2) The ANF shall distribute the Draft HPMP to the BLM, SHPO, and Concurring Parties for review and comment. Reviewers of the Draft HPMP will have 30 calendar days from date of receipt to provide their written comments to the ANF.
 - (3) The ANF will take into account comments received from the BLM, SHPO, and Concurring Parties and will direct LADWP to make appropriate changes in the Draft HPMP. LADWP shall submit a revised HPMP to the ANF and BLM within 90 calendar days of receipt of the ANF's directive to make changes. Upon acceptance by the ANF and the BLM, the resulting document will be considered the Final HPMP. The Final HPMP shall be provided to the Signatories within 10 working days of receipt from LADWP by the ANF of an acceptable Final HPMP. The ANF, BLM, and SHPO shall indicate their acceptance of the Final HPMP in letters of concurrence.
 - (4) The ANF shall notify the Concurring Parties that the Final HPMP has been completed. The ANF shall, within 30 calendar days of the ANF's, BLM's, and SHPO's acceptance of the Final HPMP, provide copies of the Final HPMP to the Concurring Parties.

Should any Signatory, the Invited Signatory or a Concurring Party object to the content of the Draft or Final HPMP, the ANF shall proceed to resolve the objection(s) consistent with Stipulation X, below.

- (D) A Historic Preservation Compliance Report (HPCR) shall be prepared consistent with Stipulation VII(B), below. LADWP shall describe any revision to the HPMP, whether determined significant or insignificant, in its annual HPCR.
- (E) Should any Signatory, the Invited Signatory or a Concurring Party determine that changes to the HPMP are warranted, the ANF shall consult with the BLM, SHPO, LADWP, and Concurring Parties to make the agreed upon changes. Should any Signatory or Invited Signatory object regarding proposed changes to the HPMP, the objecting parties will proceed according to Stipulation X of this PA.

VI. NATIVE AMERICAN CONSULTATIONS

The ANF and BLM shall continue to consult with Indian Tribes and other Native Americans groups and individuals as follows.

- (A) The ANF and BLM shall consult with Indian Tribes per NHPA, ARPA, American Indian Religious Freedom Act (AIRFA), and NAGPRA, applicable regulations (e.g., 36 CFR § 296 and 43 CFR § 10), and applicable Executive Orders (e.g., 13007 and 13175). Cultural items subject to NAGPRA shall be managed according to applicable provisions of NAGPRA.
- (B) The ANF has consulted with the BLM and California NAHC to develop a list of Tribes, organizations, groups, and individuals (Most Likely Descendants) that have been and shall continue to be consulted regarding BRRTP. This list will be updated at least every 2 years following execution of this PA or until the HPMP has been executed. The consultation list will be used by the ANF for all Native American consultations.
- (C) Indian Tribes, groups, organizations and individuals consulted by the ANF shall be, at a minimum, those identified by the California NAHC; and Indian Tribes recognized by the Secretary of the Interior per 36 CFR §§ 800.2(c)(2800.3(f)(2), 800.14(b)(2), 800.14(f)), and as interested parties per 36 CFR § 800.2(c)(5)).
- (D) Although the ANF shall act as the lead federal agency for government-to-government consultation pertaining to the Undertaking on ANF and BLM-administered lands, the ANF and BLM shall not delegate their government-to-government consultation responsibilities pertaining to the Undertaking. The ANF will be responsible for keeping the administrative record of all Indian Tribe consultation regarding the Undertaking and shall share that record with the other Signatories, the Invited Signatory and Concurring Parties, as requested.

VII. REPORTING

- (A) LADWP shall submit draft reports of any cultural resource work undertaken pursuant to this PA to the ANF and BLM within 60 days of completion of fieldwork unless otherwise agreed to by the ANF, BLM, and LADWP. Reports for historic properties that cannot be avoided will include management recommendations that may include, but not be limited to, avoidance and mitigation measures, monitoring, data recovery methods, and long-term management goals. LADWP will distribute draft reports to the ANF, BLM and Concurring Parties for their review and comment subject to Stipulation XIII (Confidentiality of Records and Information). The ANF, BLM and any Concurring Party will have 30 days of receipt of any report to comment. ANF will consolidate comments and request LADWP to address ANF, BLM, or other Parties' comments and make the desired changes or revisions. Any draft reports pertaining to the evaluation of National Register significance or treatment of historic properties shall be provided to the SHPO by the ANF for comment within 30 days of receipt. The ANF will share any comments with the other Signatories and direct LADWP to prepare either a revised draft report or a final report to be submitted to the ANF within 60 days unless otherwise agreed to by the ANF and LADWP. Reports will be submitted electronically unless otherwise stipulated by the ANF. The number of hard copies to be submitted will be determined by the ANF. Any extensions to complete reports must be approved by the ANF. Copies of all final reports prepared during a calendar year will be submitted to all Signatories with the annual HPCR.

- (B) ANF shall direct LADWP to compile a HPCR of cultural resource management activities conducted pursuant to this PA. A Draft HPCR shall be provided to the ANF by LADWP not less than 30 days prior to the anniversary date of the execution of this PA, and the LADWP will distribute the Draft HPCR to the ANF, BLM and Concurring Parties for comment. The Signatories and Concurring Parties will have 30 days of receipt of the Draft HPCR to comment. ANF will consolidate Signatory and Concurring Party comments and direct LADWP to address their comments and make the desired changes or revisions. An HPCR will be required of LADWP annually for the first 5 years following completion of construction on all components of the Project. After 5 years the reports will be filed every 3 years unless the ANF directs otherwise.

The HPCR shall, at a minimum, report the following management activities in sufficient detail to allow the ANF, BLM and SHPO to determine that all terms and provisions of the PA have been carried out in the reporting year regarding efforts to:

- (1) Inventory, evaluate, manage, and treat adverse effects to historic properties within the APE;
- (2) Consult and coordinate with government agencies and Tribes with regard to implementation of the HPMP;
- (3) Provide for curation of archaeological and historical items associated with the historic preservation program for the Undertaking, to include the curation or disposition status of any archaeological or historic items recovered during the preceding year's cultural resource management activities;
- (4) Support interpretation of historic properties to the public and other public involvement in historic preservation; and
- (5) Any other activities as required of LADWP by the ANF and BLM to comply with this PA.

ADMINISTRATIVE STIPULATIONS

VIII. STANDARDS

- (A) **Professional Qualifications:** All actions prescribed by this PA that involve the identification, evaluation, analysis, recordation, treatment, monitoring, and disposition of historic properties and that involve the reporting and documentation of such actions in the form of reports, forms or other records, shall be carried out by or under the direct supervision of a person or persons meeting, at a minimum, the *Secretary of the Interior's Professional Qualifications Standards* (PQS) for archaeology, history, or architectural history, as appropriate (48 FR 44739). However, nothing in this stipulation may be interpreted to preclude any party qualified under the terms of this paragraph from using the services of properly supervised persons who do not meet the PQS.
- (B) **Curation and Curation Standards:** To the extent permitted under California PRC § 5097.98 and § 5097.991, the materials and records resulting from the actions cited in Subsection (A) of this stipulation and located on non-federal lands shall be managed and curated in accordance with 36 CFR § 79. Where federal lands are involved, all records and materials resulting from the actions cited in Subsection (A) of this stipulation shall be curated in accordance with 36 CFR § 79 and the provisions of NAGPRA (43 CFR § 10) as applicable. Unless otherwise agreed to and stipulated in the HPMP, ANF, BLM and LADWP will

attempt to have all collections curated at one location appropriate to each county. If cultural materials are recovered from private lands, ANF and BLM will seek to have the materials donated through a written donation agreement to be curated with other cultural materials. Native American human remains, and items identified as funerary objects, sacred objects, and objects of cultural patrimony (per 43 CFR § 10.2(d)) will be treated pursuant to a Plan of Action (POA) developed in accordance with NAGPRA (P.L. 101-601; USC 3001-3013; 104 STAT. 3048-3059) and its implementing rules and regulations (43 CFR § 10); and included in the CPMP and HPMP, which will be developed and implemented in consultation with Indian Tribes, the Most Likely Descendant and landowner and consistent with state and federal legal requirements.

If any human remains are discovered in the course of the Undertaking, the preferred course of treatment will be identified as provided for in the CPMP and HPMP, in consultation with the Most Likely Descendant and landowner and consistent with state and federal legal requirements.

- (C) **Documentation Standards:** Reporting on and documenting the actions cited in Subsection (A) of this stipulation shall conform to every reasonable extent with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-44740); the California Office of Historic Preservation's Preservation Planning Bulletin Number 4(a) December 1989, *Archaeological Resource Management Reports (ARMR): Recommended Contents and Format for the Preparation and Review of Archaeological Reports*; the BLM Manual, MS-8100, *The Foundations for Managing Cultural Resources*; terms of BLM Cultural Resource Use Permits and field authorizations, Forest Service Manual 2360, *Heritage Program Management*; terms of Forest Service permits and field authorizations; and any specific county or local requirements or report formats as necessary.

IX. COSTS

LADWP shall bear the expense of identification, evaluation, and treatment of all cultural properties directly or indirectly affected by BRRTP-related activity to the extent that such properties are affected by the Project. Such costs will include, but not be limited to, pre-field planning, field work, post-field analysis, research, preparation of reports (including draft and final versions), and costs associated with curation of Project-related documentation and artifact collections.

X. RESOLVING OBJECTION

- (A) Should any of the Signatories or the Invited Signatory to this PA object, at any time, to the manner in which the terms of this PA are implemented, they will make the objection to the ANF. The ANF shall immediately consult with other Signatories and the Invited Signatory to resolve the objection within 30 days. If the Signatories and the Invited Signatory resolve the objection, the ANF may authorize the disputed action to proceed in accordance with the terms of such resolution.

- (B) If, at the end of the 30 day consultation period, the Signatories and the Invited Signatory determine that the objection cannot be resolved through such consultation, the ANF shall forward all documentation relevant to the objection to the ACHP pursuant to 36 CFR

§800.2(b)(2). Any comments provided by the ACHP will be taken into account by the Signatories and Invited Signatory in reaching a final decision regarding the objection. The ANF shall have the authority per the NHPA to make the final decision resolving the objection if the objection pertains to historic properties in the APE affected by the Undertaking, except for lands administered by the BLM, in which case the ANF shall receive prior written approval of the BLM. The ANF, as appropriate, shall notify the SHPO, BLM, ACHP, and LADWP in writing of its final decision within 14 days after it is rendered.

- (C) The Signatories' and the Invited Signatory's responsibility to carry out all other actions under this PA that are not the subject of the objection will remain unchanged.
- (D) At any time during implementation of the terms of this PA, should a written objection pertaining to the PA be raised by a Concurring Party, the ANF shall immediately notify the Signatories, Invited Signatory, and Concurring Parties, all of whom may offer comments. The ANF shall consult with the objecting party for a period of no more than 30 days from the date of the objection. Within 14 days following closure of consultation, the ANF shall notify all parties of its decision regarding the objection in writing. In reaching its final decision the ANF, subject to BLM approval on BLM-administered land, shall take into account all comments from the parties regarding the objection. Any dispute pertaining to the National Register eligibility of cultural resources covered by this PA shall be addressed by the Signatories and the Invited Signatory pursuant to 36 CFR § 800.4(c)(2). The Signatories shall determine if Subsections (A) and (B) of this stipulation shall be implemented to resolve a dispute regarding the eligibility of such historic properties or cultural resources.

XI. AMENDMENTS

- (A) Any Signatory, Invited Signatory or Concurring Party to this PA may at any time propose amendments, whereupon all Signatories and the Invited Signatory shall consult among each other to consider such amendments pursuant to 36 CFR § 800.6(c)(7) and § 800.6(c)(8). This PA may be amended only upon written agreement of all the Signatories and Invited Signatory.
- (B) The resource treatment delineated in the CPMP (Appendix C [to be developed]) may be amended collectively or by individual resource through consultation with the Signatories, Invited Signatory, and Concurring Parties and agreement by the Signatories and Invited Signatory without requiring amendment of the PA, unless the Signatories and Invited Signatory, through such consultation, decide otherwise.
- (C) Amendments to this PA shall take effect on the dates that they are fully executed by the Signatories and Invited Signatory.

XII. TERMINATION

- (A) Only Signatories and the Invited Signatory may terminate this PA. If a Signatory or the Invited Signatory proposes to amend this PA, and it is not amended as provided for in Stipulation XI, or if a Signatory or the Invited Signatory proposes termination of this PA for other reasons, the party proposing termination shall notify the other Signatories and the Invited Signatory in writing, explain the reasons for proposing termination, and consult for no more than 30 days to seek alternatives to termination.

- (B) Should such consultation result in a written agreement on an alternative to termination, the Signatories and the Invited Signatory shall proceed in accordance with that agreement.
- (C) Should such consultation not result in a written agreement resolving the Signatory's or Invited Signatory's concerns, the party proposing termination may terminate this PA by promptly notifying the other Signatories and the Invited Signatory in writing.
- (D) Should this PA be terminated, then the Signatories and Invited Signatory shall either consult in accordance with 36 CFR § 800.14(b) to develop a new Agreement or request the comments of the ACHP. The Signatories and Invited Signatory will include Concurring Parties in the consultation.
- (E) Beginning with the date of termination, the Signatories and Invited Signatory shall ensure that until and unless a new PA is executed for the actions covered by this PA, such Undertaking shall be reviewed individually in accordance with 36 CFR § 800.4-800.6 and, depending upon the nature of the action, according to applicable state law.
- (F) Any Signatory, Invited Signatory or Concurring Party may terminate its participation in the PA if its roles and responsibilities originally assigned under this PA are no longer appropriate or necessary, by agreement of the Signatories. The PA will otherwise continue in full force and effect following the departure of any party unless the Signatories and Invited Signatory decide otherwise.

XIII. CONFIDENTIALITY OF RECORDS AND INFORMATION

The Signatories and the Invited Signatory shall maintain the confidentiality of records and information pertaining to the location, character, or ownership of archaeological sites and historic properties consistent with NHPA Section 304, ARPA Section 9, and California Government Code 6254.10, as applicable. For National Register resources, the ANF and BLM may determine that certain records and files are appropriate to distribute to parties outside the agency.

XIV. ANNUAL MEETINGS

The Signatories and the Invited Signatory agree to meet annually, beginning one year from the date of the execution of this PA, to discuss implementation of this PA and other items of mutual interest if such a request is made by one of the Signatories or the Invited Signatory. These meetings may coincide with delivery of the HPCR and may occur by teleconference or in-person at the discretion of the Signatories and the Invited Signatory.

XV. DURATION OF THIS PROGRAMMATIC AGREEMENT

Unless this PA is terminated pursuant to Stipulation XII above, another agreement executed for the Undertaking supersedes it, or the Undertaking itself has been terminated, this PA shall remain in full force and effect until ANF, in consultation with the other Signatories and the Invited Signatory, determines that all aspects of the Undertaking have been completed and that all terms of this PA and any subsequent tiered agreements have been fulfilled in a satisfactory manner. Upon a determination by ANF that all aspects of the Undertaking have been completed and that

all terms of this PA and any subsequent tiered agreements have been fulfilled in a satisfactory manner, ANF shall notify the other Signatories, the Invited Signatory and Concurring Parties of this PA in writing of the agency's determination. This PA will terminate and have no further force or effect on the day that ANF so notifies the other Signatories and the Invited Signatory to the PA.

This PA will expire if the Undertaking or the stipulations of this PA have not been implemented within five (5) years from the date of its execution. At such time, and prior to work continuing on the Undertaking, the ANF shall either execute a Memorandum of Agreement (MOA) pursuant to 36 CFR § 800.6(c), or request, take into account, and respond to the comments of the ACHP per 36 CFR § 800.7(c)(4). Prior to such time, the ANF may consult with the other Signatories, the Invited Signatory, and Concurring Parties to reconsider the terms of the PA and amend it in accordance with Stipulation XI above. The ANF shall notify the Signatories, the Invited Signatory, and Concurring Parties as to the course of action it will pursue within 30 days.

This PA expires 50 years from its effective date unless extended by written agreement of the Signatories and Invited Signatory. The Signatories and the Invited Signatory shall consult at year 10 to review this PA. Additionally, the Signatories and the Invited Signatory shall consult not less than one year prior to the expiration date to reconsider the terms of this PA and, if acceptable, have the Signatories and the Invited Signatory extend the term of this PA. Reconsideration may include continuation of the PA as originally executed or amended, or termination. Extensions are treated as amendments to the PA under Stipulation XI.

XVI. EFFECTIVE DATE

This PA and any amendments will take effect on the date that it has been fully executed by the Signatories and the Invited Signatory. The PA and any amendments thereto shall be executed in the following order: (1) LADWP, (2) BLM, (3) ANF, and (4) SHPO. Execution and implementation of this PA is evidence that the ANF and BLM have afforded the ACHP a reasonable opportunity to comment on the Undertaking and its effects on historic properties. The Signatories and the Invited Signatory to this PA represent that they have the authority to sign for and bind the entities on behalf of whom they sign.

SIGNATORIES:

UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE -- ANGELES NATIONAL FOREST

By: *Marty Dumfis (for)* Date: 07/26/2012
Thomas A. Contreras
Forest Supervisor

UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

By: *Michael* Date: 8/6/12
Hector Villalobos Michael Reiland
Acting Field Manager, Ridgecrest Field Office

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By: *Milford Wayne Donaldson* Date: 16 AUG 2012
Milford Wayne Donaldson, FAIA
State Historic Preservation Officer

INVITED SIGNATORY:

LOS ANGELES DEPARTMENT OF WATER AND POWER

By: *Mark Sedlacek* Date: 7/24/2012
Mark Sedlacek
Director of Environmental Affairs, LADWP

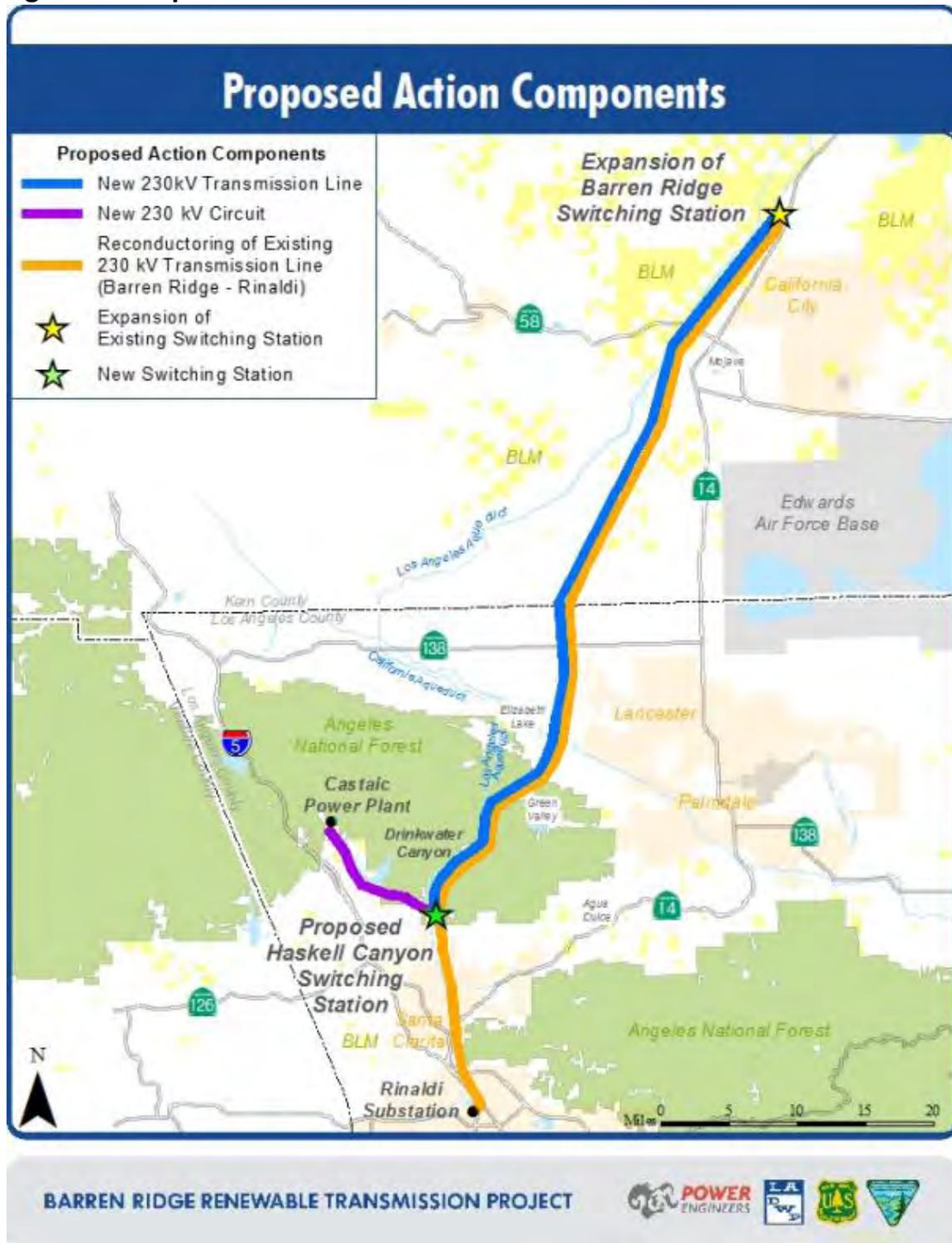
CONCURRING PARTIES:

By: _____ Date: _____

APPENDIX A

BARREN RIDGE RENEWABLE TRANSMISSION PROJECT MAP OF PROPOSED ACTION

Figure 1. Proposed Action



APPENDIX B

DEFINITIONS

DEFINITIONS

The definitions found at 36 CFR § 800.16 apply throughout this PA except where another definition is offered in this PA.

Concurring Party. A party who signs this Agreement, but is not legally or financially responsible for completion of stipulations. Concurring Parties may volunteer to assist with implementation of stipulations and may propose amendments to the PA; however, Concurring Parties cannot terminate the Agreement. Amendments proposed by Concurring Parties may be considered at the discretion of the Signatories.

Consulting Party. Certain individuals and organizations with a demonstrated interest in the Undertaking may participate as Consulting Parties due to the nature of their legal or economic relations to the Undertaking or affected properties, or their concern with the Undertaking's effects on historic properties (per 36 CFR 800.2 § (c)(5)).

Cultural Resource. A cultural resource is an object or place of human activity, occupation, or use identifiable through field inventory, historical documentation, or oral evidence. Cultural resources are prehistoric, historic, archaeological, or architectural sites, structures, buildings, places, or objects and places of traditional cultural or religious importance to specified social or culture groups. Cultural resources include the entire spectrum of resources, from artifacts to cultural landscapes, without regard to eligibility for listing in the National Register.

Historic Property. Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register maintained by the Secretary of the Interior and per the eligibility criteria at 36 CFR § 60.4. 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 significance to an Indian Tribe that meet the National Register criteria. The term *eligible for inclusion in the National Register* includes both properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other properties that meet the National Register criteria.

Historical Resource. Under the California Environmental Quality Act (CEQA), a historical resource is a resource listed in or determined to be eligible for listing in, the California Register of Historical Resources; a resource included in a local register of historical resources; or an object, building, structure, site, area, place, record, or manuscript which a CEQA lead agency determines to be historically significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California, provided the agency's determination is supported by substantial evidence (California Code of Regulations, Title 14, Division 6, Chapter 3 Section 15064.5).

Indian Tribe. An Indian Tribe, band, nation, or other organized group of community . . . 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 CFR § 800.16(m)).

Invited Signatory. A party invited by the agency official to be a Signatory to this Agreement. Any such party that signs the Agreement shall have the same rights with regard to seeking amendment or termination as the other Signatories. The Invited Signatory for this Agreement is LADWP.

Lands Administered by the ANF means any federal lands under the administrative authority of the U.S. Department of Agriculture Forest Service, Angeles National Forest (ANF).

Lands Administered by the BLM means any federal lands under the administrative authority of the Department of the Interior Bureau of Land Management, Ridgecrest Field Office (BLM).

Management of Cultural Resources and Historic Properties. The term “management” refers to any historic preservation activity undertaken by any Signatory or Invited Signatory to this PA, including archaeological, historical, ethnographic and other research to identify cultural resources and historic properties; efforts to evaluate and determine the historical significance of any cultural resource and its eligibility for listing in the National Register; efforts to determine the Undertaking’s effects on historic properties; designing and implementing measures for the preservation or protection of cultural resources; consultation among the parties to this PA and the public; designing and implementing mitigation measures for unavoidable adverse effects on historic properties; preparation of reports and other documentation of historic preservation efforts; public education; preparation for, and curation of, artifacts, reports, notes, digital data, and other related materials (e.g., per 36 CFR § 79); and any other activity required per this PA or applicable historic preservation law.

Signatory. Signatories are those agencies required by statute to be parties to this Agreement and who, along with the Invited Signatory, have sole authority to execute, amend, or terminate the Agreement. Signatories to this PA are the ANF, BLM and SHPO.

Undertaking. Issuing a permit or granting a ROW individually or collectively by the ANF and BLM and the demolition, construction, operation or maintenance activities for BRRTTP on ANF or BLM-administered lands or on other lands constitute an “Undertaking” as defined at 36 CFR § 800.16(y) and is the Undertaking addressed by this PA.

APPENDIX C

D R A F T **CONSTRUCTION PHASE MANAGEMENT PLAN**

TO BE DEVELOPED