

**PROGRAMMATIC AGREEMENT
AMONG
THE SOUTHERN NEVADA DISTRICT OFFICE OF THE BUREAU OF LAND
MANAGEMENT (BLM);
THE BUREAU OF RECLAMATION (RECLAMATION);
THE NATIONAL PARK SERVICE (NPS);
CLARK COUNTY, NEVADA PARKS AND RECREATION;
GREAT BASIN TRANSMISSION, LLC (GBT);
AND
THE NEVADA STATE HISTORIC PRESERVATION OFFICER (SHPO)
REGARDING THE SOUTHERN NEVADA INTERTIE 500KV TRANSMISSION LINE
PROJECT**

WHEREAS, the BLM, Reclamation, NPS and Clark County Parks and Recreation have determined that the Southern Nevada Intertie 500kV Power Transmission Line Project (SNIP) proposed by Great Basin Transmission, LLC (GBT) in Clark County, Nevada may have an effect upon properties eligible for inclusion in the National Register of Historic Places (NRHP), and have consulted with the Nevada SHPO pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA); and

WHEREAS, if the SNIP is approved the BLM will issue a right-of-way for the transmission line and access roads across BLM managed lands; and

WHEREAS, Reclamation will issue a right-of-way for the transmission line and access roads across Reclamation managed lands; and

WHEREAS, the SNIP and associated issuance of a right-of-way are collectively referred to in this document as the Undertaking; and

WHEREAS, the BLM has invited the Advisory Council on Historic Preservation (ACHP) to participate in consultation and the ACHP has declined this invitation; and

WHEREAS, the BLM, in consultation with the SHPO, has determined that the Undertaking is an undertaking as defined in 36 CFR §800.16[y]; and

WHEREAS, the Moapa Band of Paiutes, the Las Vegas Band of Paiutes, The Paiute Indian Tribe of Utah, the Chemehuevi Indian Tribe, The Timbisha Shoshone Indian Tribe, the Hopi Tribe, the Kaibab Band of Paiutes, the Colorado River Indian Tribe, and the Fort Mojave Indian Tribe have been identified as interested parties for this PA and offered an opportunity to participate in the Section 106 process for identifying properties of traditional cultural and religious significance and the Tribes have been offered an opportunity to participate as concurring parties to this PA; and

WHEREAS, the BLM will notify the public of SNIP and will provide members of the public with an opportunity to express their views on the development of the Programmatic Agreement (PA) and the Section 106 process pursuant to 36 C.F.R. § 800.6(a)(4) and 36 C.F.R. § 800.14(b)(2)(ii) during and concurrent with the public comment process for the draft environmental assessment for the SNIP. A copy of the PA will be made available to the public at the Southern Nevada District Office and copies provided to all

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consulting parties; and

WHEREAS, this PA covers all aspects of the planning, construction, and installation of the SNIP, including but not limited to, electrical and communication systems, substations, staging areas and access roads, the construction zone, extra work areas, and all ancillary facilities;

NOW THEREFORE, the signatories agree that construction of the SNIP shall be administered in accordance with the following stipulations to ensure that historic properties will be treated to avoid or mitigate effects to the extent practicable and to satisfy the BLM and Reclamation Section 106 responsibilities for all aspects of the Undertaking.

I. ROLES AND RESPONSIBILITIES

The signatories agree that BLM will be the Lead Federal Agency for implementing this PA. The signatories agree that the BLM/SHPO State Protocol Agreement (Protocol), dated January, 2012, except as amended here, will be used to implement this PA. This Protocol is incorporated by reference.

The BLM is responsible for administering this PA. This includes but is not limited to: ensuring that all signatories carry out their responsibilities; overseeing all cultural resource work; assembling all submissions to the SHPO, Reclamation, and Clark County Parks and Recreation, including reports, determinations of eligibility and effect, and treatment or data recovery plans; and for seeking SHPO concurrence with all agency compliance decisions.

The BLM will be responsible for reviewing reports and participating in making determinations of eligibility, developing treatment options, and determining effects for the SNIP on private land.

In coordination with Reclamation and Clark County Parks and Recreation, BLM will be responsible for reviewing reports and participating in making determinations of eligibility, developing treatment options, and determining effects for the SNIP for those sites located on lands administered by Reclamation.

The BLM will seek input from the SHPO and other signatories to determine when organizations or individuals constitute interested parties for purpose of this agreement. The BLM will be responsible for reviewing reports and participating in making determinations of eligibility, developing treatment options, and determining effects for the SNIP in consultation with SHPO and in coordination with the signatories and other interested parties and tribes.

II. AREA OF POTENTIAL EFFECT (APE)

GBT proposes to construct an approximately 60-mile 500kV single or double circuit alternating current (AC) transmission line from a northern terminus location at the Harry Allen Substation located in Dry Lake, Nevada (approximately 20 miles northeast of Las Vegas) to a southern terminus located at the existing Eldorado Substation located approximately 14 miles southwest of the city center of Boulder City, Nevada. The SNIP will be located primarily within the BLM-designated utility corridor in the BLM Las Vegas Resource Management Plan (1998), and will parallel existing high-voltage transmission lines. The transmission line right-of-way will be a minimum of 200 feet wide and approximately 60 miles long. The preliminary project alignment crosses approximately 6 miles of Reclamation-administered land, and 12

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land administered by the BLM.

The Area of Potential Effect (APE) shall be defined to include the area within which there are potential direct and indirect effects to historic properties from activities associated with the Undertaking. The initial APE is further described below and described and mapped in Appendix A. The BLM, in coordination with Reclamation and Clark County Parks and Recreation, as necessary, and in consultation with the SHPO, may amend the APE as needed or as requested by the SHPO, Reclamation, or Clark County Parks and Recreation without amending the PA proper and any amendments will be handled under the terms of this PA.

The 200-foot-wide transmission line right-of-way and the disturbance limit of all access roads, and all work areas or other facilities for this Undertaking are characterized as the "direct effects APE" and will be managed according to the provisions of this PA. The APE for new or improved access roads outside of the transmission line corridor will be a minimum of 100 feet wide with at least 50 feet on either side of the centerline. The minimum APE for any staging areas or other temporary-use area will be the footprint of the area plus 100 feet outward in all directions from the perimeter of each area. The APE for assessing indirect effects on historic properties outside of the transmission line corridor will extend 5 miles from the tower centerline or to the visual horizon, whichever is closer. A Geographic Information Systems (GIS) viewshed analysis will be used to identify areas within the indirect APE from which the Undertaking may be visible.

III. STIPULATIONS

The BLM, in cooperation with the other signatories, shall ensure that the following stipulations are carried out:

A. Identification

1. The BLM, in consultation with the SHPO, shall ensure that a literature search which includes Reclamation records and a Class III intensive archaeological survey are conducted for the Undertaking. It is recognized that the implementation of studies may be phased during the NEPA and Section 106 processes. The literature review will be undertaken for the Environmental Assessment; the Class III intensive survey will be undertaken for the APE of the selected route and will be completed prior to any surface disturbing activities and will follow the stipulations as outlined in this PA.
2. The BLM, in consultation with the SHPO, shall ensure that GBT funds all appropriate historic properties identification activities, including inventory; records research; informant interviews; archaeological, historic, or ethnographic report preparation; and curation based on the APE for all activity areas, or portions thereof, in a manner consistent with the Protocol.
3. Each signatory will assist in the identification of interested parties or tribes to the BLM. The BLM will involve identified interested parties or tribes as appropriate, in all activities associated with the Undertaking.

4. Required identification activities shall be completed regardless of the ownership (Federal or private) of the lands involved, and GBT shall be responsible for gaining access to privately held lands. The BLM Authorized Officer may issue a Notice to Proceed for any construction segment, as prescribed in Stipulation G.
5. In cooperation with Reclamation, the BLM shall make a good faith effort to consult with tribes to identify properties of traditional religious and cultural importance and to inform the agencies of their eligibility and suggest appropriate treatment to avoid adverse effects to historic properties.

B. Eligibility

1. The BLM, in consultation with the SHPO and Reclamation, shall evaluate all cultural resources located within the APE for eligibility to the NRHP on their managed lands. Eligibility will be determined prior to the initiation of activities that may affect cultural resources. Eligibility will be determined in a manner compatible with the Protocol.
2. The BLM, in consultation with SHPO, shall consult with appropriate tribes to evaluate the eligibility of properties of traditional religious and cultural importance.
3. To the extent practicable, eligibility determinations shall be based on inventory information. As needed, the BLM in consultation with the other signatories will develop testing plans and consolidate all testing plans into one submission to the SHPO for review. The BLM shall provide identified interested parties with the same review opportunity as afforded the SHPO. A minimum amount of testing will be conducted to preserve as much of a site as possible, and will require obtaining an ARPA permit from the Nevada BLM and consultation with appropriate tribes. Testing and/or excavation on Reclamation land will require a ARPA permit from Reclamation.
4. If any of the signatories, tribes, or interested parties disagrees regarding eligibility, the BLM shall notify all signatories of the dispute and seek a determination of eligibility from the SHPO. If the dispute cannot be resolved, the BLM shall seek a formal determination of eligibility from the Keeper of the National Register. The Keeper's determination will be considered final.

C. Treatment

1. To the extent practicable, the signatories shall ensure that GBT avoids adverse affects to historic properties through project design, or redesign, relocation of facilities, or by other means in a manner consistent with the Protocol. When avoidance is not feasible the BLM, in consultation with the signatories, identified interested parties, and appropriate tribes, shall ensure that GBT develops an appropriate Treatment or Data Recovery Plan designed to lessen or mitigate Undertaking-related effects to historic properties.
2. The BLM in consultation with the SHPO and Reclamation and Clark County Parks and Recreation, shall determine the precise nature of effects to historic properties identified in the APE. The BLM shall ensure that GBT through its contractors develops a comprehensive mitigation plan. The BLM will seek SHPO, Reclamation, Clark County Parks and Recreation concurrence on the consolidated mitigation plan. Identified Consulting Parties will be afforded the same review opportunity as the SHPO and Reclamation.

3. For properties eligible under Criteria (A) through (C), mitigation other than data recovery may be considered in the Treatment Plan (e.g., HABS/HAER recordation, oral history, historic markers, exhibits, interpretive brochures or publications). Where appropriate, the Treatment Plan shall include provisions (content and number of copies) for a publication for the general public.
4. When data recovery is proposed, the BLM in consultation with the SHPO and with agency and Tribal approval shall ensure that GBT develops a Data Recovery Plan that is consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-37), Treatment of Historic Properties: A Handbook (ACHP 1980), and Section 106: Archaeology Guidance (ACHP 2009) as well as agency standards.
5. The BLM shall ensure that GBT through its contractors implements and completes the fieldwork portions of any final Treatment or Data Recovery Plan prior to initiating any activities that may affect historic properties located within the area covered by the Plan.
6. The BLM shall ensure that all records and materials resulting from identification and treatment efforts are curated in accordance with 36 CFR 79 in a BLM-approved facility in Nevada. Any discoveries on Reclamation managed lands will be either turned over to Reclamation or stored at a facility agreed to by Reclamation. Materials covered by the Native American Graves Protection and Repatriation Act (NAGPRA), applicable to federal and tribal lands only, will be handled in accordance with 43 CFR 10. Reclamation retains responsibility for NAGPRA items found on lands managed by Reclamation. All materials collected will be maintained in accordance with 36 CFR 79 or 43 CFR 10 until the final treatment report is complete and collections are curated or returned to their owners. BLM will encourage private owners to donate collections from their land to an appropriate curation facility.
7. The BLM shall ensure that all final archaeological reports resulting from actions pursuant to this PA will be provided to the signatories, tribes, or other interested parties with a data sharing agreement with BLM. All such reports shall be consistent with contemporary professional standards and the Department of Interior's Formal Standards for Final Reports of Data Recovery Programs (48 FR 44716-44740).

D. Discovery Situations

1. Prior to initiating any activities within the APE, GBT will provide the signatories with a list of, and schedule for the GBT employees, contractors, and subcontractors empowered to halt all activities in a discovery situation and who will be responsible for notifying BLM of any discoveries. At least one of these employees will be present during all GBT activities.
2. As soon as there is a discovery or unanticipated impact situation, all SNIP-related activities will halt in the immediate vicinity of the discovery and thereafter be directed away from an area at least 300 feet in all directions from the point of discovery. GBT, through its contractors, will immediately notify BLM of the situation.
3. The BLM shall notify the SHPO, Reclamation, tribes, and interested parties as appropriate, within 1 working day of being notified of the discovery or unanticipated impact, and consider their

initial comments on the situation. BLM will also initiate the procedures outlined in Appendix B. Within 2 working days after its initial notification, the BLM shall notify all signatories or other parties, of the decision to either allow SNIP activities to proceed or to require further evaluation or mitigation.

4. If, in consultation with the signatories, the BLM determines that mitigation for discoveries or unanticipated impacts is required, the BLM shall solicit comments from the signatories, tribes, and interested parties, as appropriate, to develop mitigation measures. The signatories, tribes, and interested parties, as appropriate, will be allowed 2 working days to provide BLM with comments to be considered when BLM decides on the nature and extent of mitigative efforts. Within 7 working days of initial SHPO notification, the BLM will inform all signatories of the nature of the mitigation required, and ensure that such mitigative actions are implemented before allowing Undertaking activities to resume.
5. The BLM shall ensure that reports of mitigation efforts for discovery situations are completed in a timely manner and conform to the Department of Interior's Formal Standards for Final Reports of Data Recovery Program (42 FR 5377-79). Drafts of such reports shall be submitted to the SHPO for review and comment as set forth in Stipulation H.3 of this PA. Final reports shall be submitted to the SHPO, other signatories, and interested parties with data sharing agreements with BLM, for informational purposes.
6. Any disputes or objections arising during a discovery situation that cannot be resolved by the BLM and SHPO shall be referred to the BLM State Office for resolution. The BLM State Office decision will be considered final.
7. Undertaking--related activities in the area of the discovery will remain suspended until GBT is notified by the BLM-authorized officer in writing that mitigation is complete and activities can resume.

E. Other Considerations

1. The BLM shall ensure that all stipulations of this PA are carried out by the federal agencies, SHPO, GBT, and all contractors, subcontractors, or other personnel involved with this Undertaking, as appropriate.
2. The BLM shall ensure that ethnographic, historic, architectural, and archaeological work conducted pursuant to this PA is carried out by or under the direct supervision of persons meeting qualifications set forth in the proposed Secretary of the Interior's Historic Preservation Professional Qualification Standards dated June 20, 1997 (62 FR 33708-33723) and who have been permitted for such work by the Signatory Parties.
3. GBT in cooperation with the BLM and the SHPO shall ensure that all its personnel and all the personnel of its contractors and subcontractors are directed not to engage in the illegal collection of historic and prehistoric materials. GBT shall cooperate with the BLM to promote compliance with the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470) on federal lands and with Nevada statute NRS 383.150 to NRS 383.190 for private land.

4. GBT shall bear the expense of identification and evaluation of cultural resources, and treatment of all historic properties directly or indirectly affected by the Undertaking. Such costs shall include, but not be limited to, pre-field planning, fieldwork, post-fieldwork analysis, research and report preparation, interim and summary report preparation, publications for the general public, and the cost of curating project documentation and artifact collections.
5. In general, the identification and evaluation of cultural resources, and treatment of historic properties directly affected by the Undertaking shall be limited to the project-related rights-of-way, including all temporary rights-of-way for construction; however, identification, evaluation, and treatment efforts may extend beyond the geographic limits of the right-of-way when the resources being considered extend beyond the right-of-way. For those historic properties that extend beyond the right-of-way, treatment activities should be necessary, practical, and reasonable, and the associated expenses should be consistent with comparable activities within right-of-way boundaries.
6. Properties of traditional religious and cultural importance will be identified, evaluated, and treated through consultation with appropriate tribes. GBT may contract for data gathering to assist the BLM in identifying, evaluating, and treating these properties. However, formal consultation, as needed, will be done by the BLM in consultation with the other federal agencies. Properties of traditional religious and cultural importance identification, evaluation, and treatment efforts shall be consistent with the BLM/SHPO State Protocol Agreement.
7. Information on the location and nature of all cultural resources, and all information considered proprietary by tribes, will be held confidential to the extent provided by federal and state law.
8. The BLM shall ensure that any human remains, grave goods, items of cultural patrimony, and sacred objects encountered during the Undertaking are treated with the respect due such materials. In coordination with this PA, human remains and associated grave goods found on federal land will be handled according to the provisions of the NAGPRA and its implementing regulations (43 CFR 10). Human remains and associated grave goods on private land will be handled according to the provisions of Nevada statutes NRS 383.150 to NRS 383.190. As stipulated in C.6, Reclamation retains responsibility for NAGPRA items found on lands managed by Reclamation.

F. Monitoring

1. Any signatory may monitor actions carried out pursuant to this PA. To the extent practicable, all monitoring activities will be done so as to minimize the number of monitors involved in the Undertaking.
2. Any areas that the BLM, in consultation with the SHPO, appropriate federal agency, tribe, or interested party identifies as sensitive will be monitored by an appropriate professional or tribal representative during any surface disturbing activities that may impact the area. Treatment Plans will contain Monitoring Plans, as needed. Monitors shall be empowered to stop work in the specific area of concern to protect resources.

G. Notices to Proceed

After compliance with Stipulation A.4, the BLM in consultation with the other Signatory Parties may issue Notices to Proceed (NTP) to GBT for individual construction segments, as defined by GBT in its Construction Plan, under any of the following conditions:

1. The BLM and SHPO have determined that there are no cultural resources within the APE for the construction segment; or
2. The BLM and SHPO have determined that there are no historic properties within the APE for the construction segment; or
3. The BLM and SHPO have determined that there are no historic properties affected.
4. The BLM, after consultation with the SHPO and interested parties, has implemented an adequate Treatment Plan for the construction segment, and
 - (a) the fieldwork phase of the treatment option will be completed prior to any surface disturbing activities within the construction segment; and
 - (b) the BLM and SHPO have accepted a summary description of the fieldwork performed within the construction segment; and
 - (c) GBT has posted a surety as set forth in Stipulation I. below for post-fieldwork costs of the Treatment Plan.
5. Maps of segments to be released for construction have been provided to the BLM for approval.

H. Time Frames

1. **Reports:** BLM, Reclamation, and Clark County Parks and Recreation shall review and comment on any report submitted by GBT within 30 calendar days of receipt. The BLM will consolidate all comments and send them to GBT or SHPO as needed.
2. **Consultation with Consulting Parties:** Prior to SHPO consultation the BLM shall submit the results of all identification and evaluation efforts, including discovery situations, and Treatment Plans to tribes and other identified interested parties for a review and comment period that terminates 30 calendar days following receipt.
3. **SHPO Consultation:** After review by the other signatories, tribes, and consulting parties, BLM shall submit the results of all identification, evaluation, and treatment efforts, including discovery situations, and Treatment or Data Recovery Plans to the SHPO for a 30 calendar day review and comment period.
4. If any signatory to this PA or other consulting party fails to respond to the BLM within 30 calendar days of the receipt of a submission, the BLM shall presume concurrence with the findings and recommendations as detailed in the submission and proceed accordingly.

5. Reports: A draft final report of all identification, evaluation, treatment, or other mitigative activities will be due to the BLM from GBT within 9 months after the completion of the fieldwork associated with the activity, unless otherwise negotiated.
6. Curation: All reports, records, photographs, maps, field notes, artifacts, and other materials collected or developed for any identification, evaluation, or treatment activities will be curated in a facility in Nevada approved by the BLM at the time the final report associated with that activity is accepted by the BLM, unless materials and artifacts must be returned to the owner. All reports, records, photographs, maps, field notes, artifacts, and other materials collected or developed for any identification, evaluation, or treatment activities on land administered by Reclamation will be curated in a facility chosen by Reclamation.

I. Surety Bonds

1. GBT will post a surety bond or another mutually agreeable form of financial security with the BLM in an amount sufficient to cover all post-fieldwork costs associated with inventory; implementing a Treatment Plan, Data Recovery Plan, or other cultural resource management activities, as negotiated by GBT when they contract for services in support of this PA. Such costs may include, but are not limited to, post-fieldwork analyses, research and report preparation, interim and summary reports preparation, and the curation of project documentation and artifact collections in an approved curation facility. The surety shall be posted prior to the initiation of any ground-disturbing activities.
2. The surety bond posted shall be subject to forfeiture if the post-fieldwork tasks are not completed within the time period established by the treatment option selected; provided, however, that the BLM and GBT agree to extend any such time periods. The BLM shall notify GBT that the surety is subject to forfeiture and shall allow GBT 30 days to respond before action is taken to forfeit the surety.
3. The surety bond shall be released, in whole or in part, as specific post-fieldwork tasks, including final disposition of all collections, are completed and accepted by the BLM, and the contractor has been paid.

J. Dispute Resolution

1. If any signatory to this PA, or a consulting party, objects to any activities proposed pursuant to the terms of this PA, the BLM Field Office shall consult with the objecting party, the ACHP (if a Signatory Party), Reclamation, and the SHPO to resolve the issue. If the BLM Field Office determines that the objection cannot be resolved, it shall request the assistance of the BLM State Office to help resolve the objection. The BLM State Office decision shall be considered final.
2. The signatories may continue all actions under this PA that are not in dispute.

K. Amendment

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Any Signatory Party to this PA may request that this PA be amended, whereupon the signatories will consult to consider such amendment.

L. Termination

1. Any Signatory Party to this PA may terminate the PA by providing 30 days advance written notice with cause to the other signatories, provided that the Signatory Parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.
2. In the event that this PA is terminated, the SNIP will be processed independently by each signatory according to 36 CFR 800.3 – 36 CFR 800.6.

M. Execution

1. Execution and implementation of this PA evidences that the signatories have satisfied their Section 106 responsibilities for all actions associated with the construction and installation of the SNIP.

N. Duration

1. This PA shall become effective on the date of the last Signatory Party below, and shall remain in effect until terminated as provided in Stipulation L, or until the Undertaking is completed, or 5 years from the date of execution, whichever is longest. If the Undertaking has not been initiated within the 5-year period, the PA would automatically terminate.

O. Incorporation

1. A copy of this PA shall be attached to and incorporated by reference into the Construction, Operation, and Maintenance Plan (COMP) or final Plan of Development (POD), and shall be binding upon the person or entity who is responsible to the BLM for complying with the terms of the COMP (or POD) during development of the SNIP. Reclamation will be allowed to review and comment on the COMP or POD.

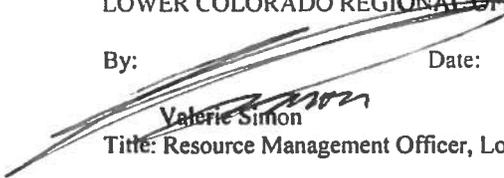
Execution of this PA by the BLM, Reclamation and SHPO and implementation of its terms is evidence that the BLM has taken into account the effects of this undertaking on historic properties.

SIGNATORY PARTIES:

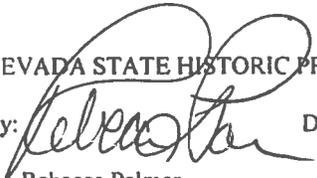
BUREAU OF LAND MANAGEMENT,
SOUTHERN NEVADA DISTRICT, LAS VEGAS FIELD OFFICE

By:  Date: 11/25/14
Gayle Marrs-Smith
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BUREAU OF RECLAMATION,
LOWER COLORADO REGIONAL OFFICE

By:  Date: 11/25/14
Valerie Simon
Title: Resource Management Officer, Lower Colorado Regional Office

NEVADA STATE HISTORIC PRESERVATION OFFICE

By:  Date: 11/25/14
Rebecca Palmer
State Historic Preservation Officer

