APPENDIX C

Section 106
Programmatic Agreement

PROGRAMMATIC AGREEMENT
Among
The U.S. Department of the Interior, Bureau of Ocean Energy Management,
The State Historic Preservation Officer of California,
The Advisory Council on Historic Preservation
Regarding Review of Outer Continental Shelf Renewable Energy Activities
Offshore California
Under Section 106 of the National Historic Preservation Act

WHEREAS, the Outer Continental Shelf Lands Act grants the Secretary of the Interior (Secretary) the authority to issue leases, easements, or rights-of-way on the Outer Continental Shelf (OCS) for the purpose of renewable energy development, including wind energy development (*see* 43 U.S.C. §1337(p)(1)(C)), and to promulgate regulations to carry out this authority (*see* 43 U.S.C. §1337(p)(8)); and,

WHEREAS, the Secretary delegated this authority to the former Minerals Management Service, now the Bureau of Ocean Energy Management (BOEM), and promulgated final regulations implementing this authority at 30 CFR part 585; and,

WHEREAS, under the renewable energy regulations, the issuance of leases and subsequent approval of wind energy development on the OCS is a staged decision-making process that occurs in distinct phases; and,

WHEREAS, OCS means all submerged lands lying seaward and outside of the area of lands beneath navigable waters, as defined in Section 2 of the Submerged Lands Act (43 U.S.C. § 1301), whose subsoil and seabed appertain to the United States and are subject to its jurisdiction and control (see 30 CFR § 585.112); and,

WHEREAS, BOEM may issue commercial leases, limited leases, research leases, Right-of-Way (ROW) grants, or Right-of-Use and easement (RUE) grants on the OCS (see Appendix); and,

WHEREAS, Commercial leases, Limited leases, ROW grants, and RUE grants do not authorize the lessee or grantee to construct any facilities; rather, the lease or grant authorizes the lessee or grantee the right to use the leased area to develop plans, which must be submitted to and approved by BOEM before the lessee or grantee implements its plans (*see* 30 CFR §585.600 and §585.601); and,

WHEREAS, under BOEM's renewable energy regulations, BOEM will review and may approve, approve with modifications, or disapprove Site Assessment Plans (SAPs), Construction and Operations Plans (COPs), General Activities Plans (GAPs), or other plans, collectively "Plans" (*see* 30 CFR 585.613(e), 585.628(f), and 585.648(e)); and,

WHEREAS, BOEM determined that issuing leases and grants and approving Plans constitute undertakings subject to Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470(f)), and its implementing regulations (36 CFR part 800); and,

WHEREAS, the issuance of a commercial lease, limited lease, ROW grant, or RUE grant has the potential to affect historic properties insofar as it may lead to the lessee or grantee conducting geophysical surveying and geotechnical testing; and,

WHEREAS, geophysical surveys consist of towed sensor surveys that will not impact the seafloor and, therefore, BOEM has determined that geophysical surveys are not likely to have the potential to affect historic properties; and,

WHEREAS, the issuance of a research lease or approval of a Plan has the potential to affect historic properties insofar as it may lead to the lessee conducting geotechnical testing; constructing and operating site assessment facilities and renewable energy structures; and, placing and operating transmission cables, pipelines, and/or associated facilities that involve the transportation or transmission of electricity or other energy products from renewable energy projects; and,

WHEREAS, BOEM may issue multiple renewable energy leases and grants and approve multiple Plans associated with each lease or grant issued on the OCS; and,

WHEREAS, BOEM's renewable energy regulations also contemplate the development of a lease in multiple phases (*see* 30 CFR 585.629); and

WHEREAS, BOEM determined that the implementation of the Offshore Renewable Energy Program is complex, as the decisions on these undertakings are phased, and the effects on historic properties are regional in scope, pursuant to 36 CFR 800.14(b); and,

WHEREAS, 36 CFR 800.4(b)(2) provides for deferral of final identification and evaluation of historic properties when provided for in a Programmatic Agreement (Agreement) executed pursuant to 36 CFR 800.14(b); and,

WHEREAS, BOEM determined that the identification and evaluation of historic properties shall be conducted through a phased approach, pursuant to 36 CFR 800.4(b)(2), where the final identification of historic properties may occur after the issuance of a lease or grant and before the approval of a Plan because lessees conduct site characterization surveys in preparation for Plan submittal (*see* 30 CFR part 585); and,

WHEREAS, the deferral of final identification and evaluation of historic properties could result in the discovery of previously unknown historic properties that could significantly impact project planning, siting, and timelines; and,

WHEREAS, 36 CFR 800.14(b)(3) provides for developing programmatic agreements for complex or multiple undertakings and 800.14(b)(1) provides for using such agreements when effects on historic properties cannot be fully determined prior to approval of an undertaking (*see* 800.14(b)(1)(ii)), when effects on historic properties are regional in scope (*see* 800.14(b)(1)(i)), and for other circumstances warranting a departure from the normal Section 106 process (*see* 800.14(b)(1)(v)); and,

WHEREAS, BOEM has consulted in the development of this agreement with the California State Historic Preservation Officer (SHPO), pursuant to 36 CFR part 800, the regulations implementing Section 106 of the NHPA; and,

WHEREAS, the Yurok Tribe is a Tribe, as defined at 36 CFR 800.16(m), that has chosen to consult with BOEM and participate in development of this Agreement; and

WHEREAS, BOEM shall continue to consult with this and other Tribes, Tribal Historic Preservation Officers (THPO), and/or their designee to identify properties of religious and cultural significance that may be eligible for listing in the National Register of Historic Places (including Traditional Cultural Properties) and that may be affected by these undertakings; and,

WHEREAS, in accordance with 36 CFR 800.6(a)(1), BOEM has notified the Advisory Council on Historic Preservation (ACHP) of its intent to develop an Agreement, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii); and

WHEREAS, the Section 106 consultations described in this Agreement will be used to establish a process to identify historic properties located within the undertakings' Area(s) of Potential Effects (APE); to assess potential effects; and to avoid, reduce, or resolve any adverse effects; and,

WHEREAS, BOEM involves the public and identifies other consulting parties through notifications, requests for comments, existing renewable energy task forces, contact with the SHPO, and National Environmental Policy Act scoping meetings and communications for these proposed actions;

NOW, THEREFORE, BOEM, the California SHPO, and the ACHP agree that Section 106 review shall be conducted in accordance with the following stipulations:

STIPULATIONS

BOEM shall ensure that the following measures are carried out:

I. The following Stipulation addresses activities associated specifically and solely with undertakings of issuing a commercial lease, limited lease, research lease, ROW grant, or RUE grant. The signatories agree:

   A. BOEM will delineate the APE as the depth and breadth of the seabed that could potentially be impacted by geotechnical testing.

   B. BOEM will ensure a reasonable and good faith effort to carry out appropriate identification of historic properties within the APE is conducted, consistent with BOEM's *Guidelines for Providing Archaeological and Historic Property Information Pursuant to 30 CFR Part 585* (March 2017; *Guidelines*; *see* 36 CFR §800.4(b)(1)). Should BOEM wish to alter any archaeological survey-related information included in the *Guidelines*, BOEM will first consult with the signatories. BOEM will also ensure that historic property identification surveys

are carried out using the best commercially available technology to identify tribal and other historic properties in the APE, consistent with the aforementioned guidelines.

C. Prior to lease or grant issuance under this part, BOEM will identify consulting parties, pursuant to 36 CFR 800.3(f). BOEM will consult on existing, non-proprietary information regarding the proposed undertaking and the geographic extent of the APE, as defined in Stipulation I.A. BOEM also will solicit additional information on potential historic properties within the APE from consulting parties and the public.

D. BOEM will administratively treat all identified potential historic properties as eligible for inclusion in the National Register unless BOEM determines, and the SHPO, or THPO if on tribal lands, agree that a property is ineligible, pursuant to 36 CFR 800.4(c).

E. Where practicable, BOEM will require lessees and grantees to avoid effects to historic properties through lease stipulations, resulting in BOEM making a finding of *no historic properties affected*, consistent with 36 CFR 800.4(d)(1). If it is determined that there will be effects to historic properties, BOEM will follow 36 CFR 800.5. Any adverse effects will be resolved by following 36 CFR 800.6 and 36 CFR 800.10 for National Historic Landmarks. In determining practicability under this subparagraph, BOEM will consider factors that include, but are not limited to, public need for a project, commercial viability of a project, adherence to purpose and need, availability of suitable and appropriate mitigations.

II. The following Stipulation specifically addresses activities associated with the undertaking of approving a Plan, except as described under Stipulation IV below. The signatories agree:

A. BOEM will delineate the APE as the depth and breadth of the seabed that could potentially be impacted by seafloor/bottom-disturbing activities associated with the undertakings; the offshore and onshore viewshed from which renewable energy structures would be visible; and, if applicable, the depth, breadth, and viewshed of onshore locations where transmission cables or pipelines come ashore until they connect to existing power grid structures.

B. The following constitutes a reasonable and good faith effort to carry out appropriate identification of historic properties (*see* 36 CFR 800.4(b)(1)):

1. For the identification of historic properties within the seabed portion of the APE located on the OCS, BOEM shall utilize historic property identification survey results generated in accordance with BOEM's *Guidelines*.

2. For the identification of historic properties within the seabed portion of the APE located in state submerged lands or within the onshore terrestrial

portion of the APE, BOEM's historic property identification will be conducted in accordance with state (or tribal, if on tribal lands) guidelines. BOEM will request the developer to coordinate with the appropriate regional California Historical Resources Information System Center(s), or THPO if on tribal lands, prior to the initiation of any such identification efforts.

3. For the identification of historic properties within the viewshed portion of the APE, BOEM's historic property identification will be conducted in accordance with state (or tribal, if on tribal lands) guidelines. BOEM will request the developer to coordinate with the appropriate regional California Historical Resources Information System Center(s), or THPO if on tribal lands, prior to the initiation of any such identification efforts.

C. Prior to approving a Plan, BOEM will identify consulting parties, pursuant to 36 CFR 800.3(f). BOEM will consult on existing, non-proprietary information regarding the proposed undertaking (including the results of historic property identification surveys) and the geographic extent of the APE, as defined in Stipulation II.A. BOEM also will solicit from the consulting parties and the public additional information on potential historic properties within the APE.

D. BOEM will treat all identified potential historic properties as eligible for inclusion in the National Register unless BOEM determines, and the SHPOs, or THPO if on tribal lands, agrees, that a property is ineligible, pursuant to 36 CFR 800.4(c).

E. Where practicable, as a condition of Plan approval, BOEM will require the lessee to relocate elements of the proposed project that may affect potential historic properties, resulting in BOEM making a finding of *no historic properties affected*, consistent with 36 CFR 800.4(d)(1). In determining practicability under this subparagraph, BOEM will consider factors that include, but are not limited to, public need for a project, commercial viability of a project, adherence to purpose and need, availability of suitable and appropriate mitigations.

1. If effects to identified properties cannot be avoided, BOEM will evaluate the National Register eligibility of the properties, in accordance with 36 CFR 800.4(c).

a. If BOEM determines all of the properties affected are ineligible for inclusion in the National Register, and the SHPO, or THPO if on tribal lands, agrees, BOEM will make a finding of *no historic properties affected*, consistent with 36 CFR 800.4(d)(1).

b. If BOEM determines any of the properties affected are eligible for inclusion in the National Register, and the SHPO or THPO if on tribal lands, concurs, and if it is determined that there will be effects to historic properties, BOEM will follow 36 CFR 800.5.

Any adverse effects will be resolved by following 36 CFR 800.6 and 36 CFR 800.10 for National Historic Landmarks.

c. If a SHPO, or THPO if on tribal lands, disagrees with BOEM's determination regarding whether an affected property is eligible for inclusion in the National Register, or if the ACHP or the Secretary so request, the agency official shall obtain a determination of eligibility from the Secretary pursuant to 36 CFR part 63 (36 CFR 800.4(c)(2)).

III. Activities exempt from review. The signatories agree to exempt from Section 106 review the following categories of activities because they have little or no potential to affect a historic property's National Register qualifying characteristics.

A. Archaeological Sampling: Vibracores or other direct samples collected, by or under the supervision of a Qualified Marine Archaeologist, for the purposes—at least in part—of historic property identification or National Register eligibility testing and evaluation.

B. Meteorological Buoys: Proposed installation, operation, and removal of meteorological buoys when the results of geophysical data collected meet the standards established in BOEM's *Guidelines* and either: 1) resulted in the identification of no archaeological site within the seabed portion of the APE for the buoy, or 2) if the project can be relocated so that the APE does not contain an archaeological site, if any such sites are identified during geophysical survey. The signatories agree that offshore meteorological buoys have no effect on onshore historic properties since they are temporary in nature and indistinguishable from lighted vessel traffic.

C. Meteorological Towers: Proposed construction, installation, operation, and removal of meteorological towers when the following conditions are met:

1. The results of archaeological survey within the offshore APE meet the standards established in BOEM's *Guidelines* and either: 1) resulted in the identification of no archaeological site within the seabed portion of the APE for the tower, or 2) if the project can be relocated so that the offshore APE does not contain an archaeological site, if any such sites are identified during geophysical survey, and

2. The applicant documents that there will be no potential for onshore visibility of the meteorological tower and therefore, no onshore APE or the results of historic property identification within the viewshed APE meet the standards outlined by the SHPO, or THPO if on tribal lands, and no historic properties are identified.

3. If the conditions detailed in III.C.1 and 2 are not met, then those activities would not be considered exempted from review.

IV. Tribal Consultation. BOEM shall continue to consult with affected Tribes throughout the implementation of this Agreement on subjects related to the undertakings in a government-to-government manner consistent with Executive Order 13175, Presidential memoranda, and the Department of the Interior's Policy on Consultation with Indian Tribes. .

V. Public Participation

A. Because BOEM and the signatories recognize the importance of public participation in the Section 106 process, BOEM shall continue to provide opportunities for public participation and shall consult with the signatories on possible approaches for keeping the public involved and informed throughout the term of this Agreement.

B. BOEM shall keep the public informed and may produce reports on historic properties and the Section 106 process that may be made available to the public at BOEM's Pacific OCS Regional office, on the BOEM website, and through other reasonable means insofar as the information shared conforms to the confidentiality clause of this Agreement.

VI. Confidentiality. Because BOEM and the signatories agree that it is important to withhold from disclosure sensitive information such as that protected by NHPA Section 304 (16 U.S.C. § 470w-3) (e.g., the location, character, and ownership of a historic resource, if disclosure would cause a significant invasion of privacy, risk harm to the historic resources, or impede the use of a traditional religious site by practitioners), BOEM shall:

A. Request that each signatory inform the other signatories if, by law, regulation or policy, it is unable to withhold sensitive data from public release.

B. Arrange for the signatories to consult as needed on how to protect such information collected or generated under this Agreement.

C. Follow, as appropriate, 36 CFR 800.11(c) for authorization to withhold information pursuant to NHPA Section 304, and otherwise withhold sensitive information to the extent allowable by laws including the Freedom of Information Act, 5 U.S.C. § 552, through the Department of the Interior regulations at 43 CFR Part 2.

D. Request that the signatories agree that materials generated during consultation be treated by the signatories as internal and pre-decisional until they are formally released, although the signatories understand that they may need to be released by one of the signatories if required by law.

VII. Administrative Stipulations

A. In coordinating reviews, BOEM shall follow this process:

1. Standard Review: The signatories shall have a standard review period of thirty (30) calendar days for commenting on all documents that are developed under the terms of this Agreement, from the date they are received by the signatory. This includes technical reports of historic property identification and eligibility determinations, as well as agency findings.

2. Expedited Request for Review: The signatories recognize the time-sensitive nature of this work and shall attempt to expedite comments or concurrence when BOEM so requests. No request for expedited review shall be less than fifteen (15) calendar days.

3. If a signatory cannot meet BOEM's expedited review period request, it shall notify BOEM in writing within fifteen (15) calendar days.

4. If a signatory fails to provide comments or respond within the timeframe requested by BOEM (either standard or expedited), then BOEM may proceed as though it received concurrence. BOEM shall consider all comments received within the review period.

5. Unless otherwise indicated below, all signatories will send correspondence and materials for review via electronic media or an alternate method specified by a signatory for a particular review. Should BOEM transmit the review materials by the alternate method, the review period will begin on the date the materials were received by the signatory, as confirmed by delivery receipt. All submissions to CA SHPO must be in hard copy and mailed to the Office of Historic Preservation at 1725 23rd Street, Suite 100, Sacramento, CA 95816.

6. Each signatory shall designate a point of contact for carrying out this Agreement and provide this contact's information to the other signatories, updating it as necessary while this Agreement is in force. Updating a point of contact alone shall not necessitate an amendment to this Agreement.

B. Dispute Resolution. Should any signatory or concurring party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, BOEM shall consult with such party to resolve the objection and notify other signatories and concurring parties of the objection. If BOEM determines that such objection cannot be resolved, BOEM will

1. Forward all documentation relevant to the dispute, including BOEM's proposed resolution, to the signatories. The ACHP shall provide BOEM 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, BOEM shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and

SHPO and provide them and the concurring parties with a copy of this written response. BOEM 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 time period, BOEM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, BOEM shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the Agreement, and provide them, the signatories, and concurring parties with a copy of such written response.

3. BOEM's responsibility to carry out all actions subject to the terms of this Agreement that are not subject of dispute shall remain unchanged.

C. Amendments. Any signatory may propose to BOEM in writing that this Agreement be amended, whereupon BOEM shall consult with the signatories to consider such amendment. This Agreement may then be amended when agreed to in writing by all signatories, becoming effective on the date that the amendment is executed by the ACHP as the last signatory.

D. BOEM shall prepare an annual report that will summarize actions taking place between October 1st and September 30th and make this report available to signatories and concurring parties by December 31st of each year this Agreement is in effect. The annual report will summarize any activities exempted from review under this Section, as well as any other actions taken to implement the terms of this Agreement. Upon submission of the annual report, BOEM shall consult with the signatories and concurring parties on the substance of the report. Should any party desire to meet, BOEM will schedule said consultation meeting within 30 days of receiving a written request.

E. Coordination with other Federal agencies. In the event that another Federal agency believes it has Section 106 responsibilities related to the undertakings, which are the subject of this Agreement, BOEM will request to coordinate its review with those other agencies. Additionally, that agency may attempt to satisfy its Section 106 responsibilities by agreeing in writing to the terms of this Agreement and notifying and consulting with the SHPO, THPO or tribal designee, and the ACHP. Any modifications to this Agreement that may be necessary for meeting that agency's Section 106 obligations shall be considered in accordance with this Agreement.

F. Terms and Duration of Agreement.

1. Unless terminated, pursuant to Stipulation VII.G. or amended, pursuant to Stipulation VII.C., this Agreement shall remain in full force for seven (7) years from the date this Agreement is executed, defined as the date the last signatory signs. If BOEM wishes to amend the PA to extend its duration, BOEM shall initiate such consultation to amend the PA, pursuant to

Stipulation VII.C, no less than three (3) months prior to the expiration date of the PA.

G. Termination.

1. If any signatory determines that the terms of this Agreement cannot be carried out or are not being carried out, that signatory shall notify the other signatories in writing and consult with them to seek amendment of the Agreement. If within sixty (60) calendar days of such notification, an amendment cannot be made, any signatory may terminate the Agreement upon written notice to the other signatories.

2. Once the Agreement is terminated, and prior to work continuing on the undertaking, BOEM must either (a) execute a new Agreement pursuant to 36 CFR 800.14 or (b) consult on each undertaking individually, pursuant to 36 CFR part 800. BOEM shall notify the signatories and concurring parties as to the course of action it will pursue.

3. If termination is occasioned by BOEM's final decision on the last Plan considered under the Renewable Energy Regulations, BOEM shall notify the signatories and the public, in writing.

H. Anti-Deficiency Act. Pursuant to 31 U.S.C. § 1341(a)(1), nothing in this Agreement shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose, or to involve the United States in any contract or obligation for the further expenditure of money in excess of such appropriations.

I. Existing Law and Rights. Nothing in this Agreement shall abrogate existing laws or the rights of any consulting party or signatory to this Agreement.

AGREED

Execution of this Agreement by BOEM, the California SHPO, and the ACHP, and the implementation of its terms are evidence that BOEM has taken into account the effects of these undertakings on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES

U.S. Department of the Interior, Bureau of Ocean Energy Management

By: Joan R. Barminski Date: 12/10/2019

Joan R. Barminski
Regional Director, Pacific OCS Office
Bureau of Ocean Energy Management
Department of Interior Regions 8, 9, 10, and 12

State Historic Preservation Office, California Office of Historic Preservation

By: _____ Date: 12/13/19

Julianne Polanco
State Historic Preservation Officer
California Office of Historic Preservation
California State Parks

Advisory Council on Historic Preservation

By: Aimee Jorjani Date: 12/18/19

Aimee Jorjani
Chairman
Advisory Council on Historic Preservation

CONCURRING PARTIES

[Tribal Nation]

By: _____ Date: _____

[NAME]
[TITLE]
[Tribal Nation]

Commercial lease means a lease, issued under the renewable energy regulations, that specifies the terms and conditions under which a person can conduct commercial activities (*see* 30 CFR §585.112);

Commercial activities mean, for renewable energy leases and grants, all activities associated with the generation, storage, or transmission of electricity or other energy products from a renewable energy project on the Outer Continental Shelf (OCS), and for which such electricity or other energy product is intended for distribution, sale, or other commercial use, except for electricity or other energy products distributed or sold pursuant to technology-testing activities on a limited lease. This term also includes activities associated with all stages of development, including initial site characterization and assessment, facility construction, and project decommissioning (*see* 30 CFR §585.112);

Limited lease means a lease, issued under the renewable energy regulations, that specifies the terms and conditions under which a person may conduct activities on the OCS that support the production of energy, but do not result in the production of electricity or other energy products for sale, distribution, or other commercial use exceeding a limit specified in the lease (*see* 30 CFR §585.112);

Research lease means an OCS lease, Right-of-Way (ROW) grant, and/or Right-of-Use (RUE) grant, issued under the renewable energy regulations at 30 CFR §585.238, to a Federal agency or a state for renewable energy research activities that support the future production, transportation, or transmission of renewable energy;

ROW grant means an authorization issued under the renewable energy regulations to use a portion of the OCS for the construction and use of a cable or pipeline for the purpose of gathering, transmitting, distributing, or otherwise transporting electricity or other energy product generated or produced from renewable energy. A ROW grant authorizes the holder to install on the OCS cables, pipelines, and associated facilities that involve the transportation or transmission of electricity or other energy products from renewable energy projects (*see* 30 CFR §585.112);

RUE grant means an easement issued under the renewable energy regulations that authorizes use of a designated portion of the OCS to support activities on a lease or other use authorization for renewable energy activities. A RUE grant authorizes the holder to construct and maintain facilities or other installations on the OCS that support the production, transportation, or

transmission of electricity or other energy products from any renewable energy resource (*see* 30 CFR §585.112);

Geotechnical testing means the process by which site-specific sediment and underlying geologic data are acquired from the seafloor and the sub-bottom and includes, but is not limited to, such methods as borings, vibracores, and cone penetration tests;

Geophysical survey means a marine remote-sensing survey using, but not limited to, such equipment as side-scan sonar, magnetometer, shallow and medium (seismic) penetration sub-bottom profiler systems, narrow beam or multibeam echo sounder, or other such equipment employed for the purposes of providing data on geological conditions, identifying shallow hazards, identifying archaeological resources, charting bathymetry, and gathering other site characterization information;

Historic property means any pre-contact or historic period district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places (*see* 36 CFR §800.16(l)(1));

Qualified architectural historian means a person who meets the Secretary of the Interior's Professional Qualification Standards for architectural history (48 FR 44738-44739) and meets the SHPO or THPO professional qualification standards, and has experience identifying tribal cultural resources and analyzing structures, historic districts, and landscapes.

Qualified marine archaeologist means a person who meets the Secretary of the Interior's Professional Qualification Standards for Archaeology (48 FR 44738-44739), and has experience analyzing marine geophysical data;

Tribal land means all lands within the exterior boundaries of any Indian reservation, all dependent Indian communities (*see* 36 CFR§800.16(x));