

**MEMORANDUM OF AGREEMENT  
AMONG THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY, THE SURFACE TRANSPORTATION BOARD,  
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE BAKERSFIELD TO PALMDALE PROJECT SECTION OF THE  
CALIFORNIA HIGH-SPEED RAIL PROGRAM  
KERN AND LOS ANGELES COUNTIES, CALIFORNIA**

**WHEREAS**, the California High-Speed Rail Authority (Authority) proposes to construct the Bakersfield to Palmdale Project Section (the Undertaking), an approximately 80-mile portion of the California High-Speed Rail Program in Kern and Los Angeles Counties, which would consist of constructing a new rail alignment, stations, maintenance facilities, electrical substations, and other appurtenant facilities; and

**WHEREAS**, the Bakersfield to Palmdale Project Section was identified as an undertaking subject to review under Section 106 of the National Historic Preservation Act (54 United States Code [U.S.C.] § 306108) and its implementing regulations (36 Code of Federal Regulations [CFR] Part 800) in the *Programmatic Agreement among the Federal Railroad Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California High-Speed Authority regarding compliance with Section 106 of the National Historic Preservation Act as it pertains to the California High-Speed Train Project (PA)*, executed on July 22, 2011 (**Attachment 1**); and

**WHEREAS**, the Authority has coordinated compliance with Section 106 and 36 CFR Part 800 with steps taken to meet the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) and has planned public participation, analysis, and review in such a way to satisfy the requirements of each statute; and

**WHEREAS**, on July 23, 2019, the State of California and the Federal Railroad Administration (FRA) executed a memorandum of understanding under the Surface Transportation Project Delivery Program (known as NEPA Assignment), pursuant to the legal authority under 23 U.S.C. §327; and under NEPA Assignment, the State, acting through the California State Transportation Agency and the Authority, assumed FRA's responsibilities under NEPA and other federal environmental laws, including Section 106; and

**WHEREAS**, government-to-government consultation with federally recognized Native American tribes remains the FRA's responsibility under NEPA Assignment; and

**WHEREAS**, on April 18, 2013, the Surface Transportation Board (STB) issued a decision concluding that it has jurisdiction over the construction of the California High-Speed Rail Program, requiring the Authority to obtain STB approval for the construction of each project section, and STB subsequently designated FRA lead agency to act on its behalf for the purposes of compliance with Section 106 for High-Speed Rail Program undertakings; and the Authority invited STB to be an Invited Signatory to this memorandum of agreement (MOA); and

**WHEREAS**, implementation of the Undertaking would require construction on federal lands under the jurisdiction of the Bureau of Land Management (BLM), a consulting party to the Undertaking that has been invited to sign this MOA as a concurring party; and

**WHEREAS**, the Undertaking would be designed and constructed using a design-build procurement process, in which the current level of design is generally 15 percent complete (approximately 30 percent

complete in the vicinity of César E. Chávez National Monument/Nuestra Señora Reina de La Paz National Historic Landmark [La Paz]), and which the Authority's design-build contractor (the Contractor) will advance to 100 percent, potentially resulting in changes to the project footprint; and

**WHEREAS**, the Authority has delineated the Area of Potential Effects (APE) for the Undertaking based on the current level of design in accordance with Stipulation VI.A of the PA to encompass the geographic areas within which the Undertaking may directly or indirectly cause alterations in the character or use of historic properties, as depicted in **Attachment 2**; and

**WHEREAS**, the Authority surveyed the APE for built-environment resources and, in consultation with the California State Historic Preservation Officer (SHPO) and other consulting parties, determined that the APE contains 21 built-environment historic properties listed in or considered eligible for listing in the National Register of Historic Places (NRHP) (listed in **Attachment 3**), including one property that is also designated a National Historic Landmark and National Monument (La Paz); and

**WHEREAS**, the Authority has surveyed approximately 16 percent of the project footprint for archaeological resources and, in consultation with the SHPO and other consulting parties, determined that the APE contains 42 archaeological historic properties (listed in **Attachment 3**) that are currently unevaluated and presumed NRHP-eligible for planning purposes; and

**WHEREAS**, the Authority proposes to phase the identification and evaluation of archaeological historic properties as provided for in Stipulation VI.E of the PA and 36 CFR 800.4(b)(2); and

**WHEREAS**, on August 24, 2016, the FRA notified the Secretary of the Interior (represented by the National Park Service [NPS]) of the potential for the Undertaking to adversely affect La Paz and invited the Secretary to participate in the consultation, pursuant to PA Stipulation VII.B and 36 CFR 800.10(c); and the NPS elected to participate in the consultation on March 16, 2017, and as a consulting party has been invited to sign this MOA as a concurring party; and

**WHEREAS**, the Advisory Council on Historic Preservation (ACHP) notified the FRA that the ACHP would participate in consultation regarding the Undertaking on February 4, 2019; and

**WHEREAS**, the Authority, in consultation with the SHPO, Invited Signatories and other consulting parties, determined that the Undertaking may have an adverse effect on three (3) built-environment historic properties (Republic Supply Company, Kern County Land Company Warehouse, and Big Creek Hydroelectric System Historic District), no adverse effect on 17 built-resource historic properties, a conditional no adverse effect on one (1) built-environment historic property, and no effect on three (3) of the 42 recorded archaeological historic properties, as documented in the Finding of Effect (FOE) reports for the Bakersfield to Palmdale Project Section and the Fresno to Bakersfield Project Section Locally Generated Alternative, and as listed in **Attachment 3** of this MOA; and the Authority will phase the evaluation and effects assessment for the remaining 39 archaeological properties that have been identified in the APE; and

**WHEREAS**, the Authority prepared a draft FOE report concluding that the Undertaking would result in unavoidable adverse effects on La Paz; however, some consulting parties disagreed with the Authority's conclusions; and in response to those concerns, the Authority conducted extensive additional consultation and changed the design of the Undertaking to avoid adversely affecting La Paz; and

**WHEREAS**, the Authority determined that the Undertaking would result in no adverse effect to La Paz conditioned on subsequent review of project design by the SHPO, ACHP, Invited Signatories, and other

consulting parties and through the design and construction of the Undertaking in a manner that would ensure the continued protection of La Paz (as outlined in Stipulation IV.C of this MOA), to which the NPS agreed on January 29, 2020; to which the National Chávez Center, César Chávez Foundation, and National Trust for Historic Preservation (as consulting parties to the Undertaking) disagreed on January 30, 2020; and to which the SHPO concurred on June 23, 2020; and

**WHEREAS**, the Authority will ensure the avoidance, minimization, or resolution of adverse effects of the Undertaking on historic properties through the execution and implementation of this MOA and the implementation of the Archaeological Treatment Plan (ATP; **Attachment 4**) and the Built Environment Treatment Plan (BETP; **Attachment 5**); and

**WHEREAS**, because the Contractor has not yet been selected, the Authority shall ensure that the terms of this MOA, ATP, and BETP are incorporated in their entirety in all contracts, licenses, or other approvals for this undertaking, with the intent to bind the Contractors to compliance with this MOA, ATP, and BETP; and

**WHEREAS**, in accordance with Stipulation V.A and V.B of the PA, the Authority has consulted with agencies with jurisdiction over portions of the APE and other parties with a demonstrated interest in the undertaking, a legal or economic relation to an affected historic property, or concern with the Undertaking's effects on historic properties, as noted in **Attachment 6**, about the Undertaking and its effects on historic properties and has taken into account all comments received from them; and

**WHEREAS**, in accordance with Stipulation IV.A.5 and IV.C.2 of the PA, the FRA, with the support of and in coordination with the Authority, has formally consulted with or has made a good faith effort to formally consult with the federally recognized Native American tribes that may attach religious and cultural significance to historic properties within the APE of the Undertaking; the federally recognized tribes that have chosen to participate in the consultation are identified in **Attachment 7**; and

**WHEREAS**, in accordance with Stipulation IV.B.5, IV.C.1, and IV.C.2 of the PA, the Authority has consulted with or made a good faith effort to consult with California Native American tribes that are on the Native American Heritage Commission's consultation list that are traditionally and culturally affiliated with the APE of the Undertaking; the California Native American tribes that have chosen to participate in the consultation are identified in **Attachment 7**; and

**WHEREAS**, the parties listed in Attachments 6 and 7 have accepted the Authority's invitation to be consulting parties to the Undertaking (collectively referred to as the Consulting Parties); and

**WHEREAS**, the Authority sought and considered the views of the public on this Undertaking through its public involvement program as part of the environmental review process and requirements of NEPA and CEQA, as described in the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the Undertaking, which included distributing informational materials to the public, making presentations and soliciting comments at public meetings, and circulating the draft and final EIR/EIS and supporting technical reports for public review and comment; and

**WHEREAS**, the Authority, SHPO, and ACHP are collectively referred to as the Signatories; STB is referred to as an Invited Signatory; and

**WHEREAS**, the Consulting Parties have been invited to sign this MOA as concurring parties; and

**NOW, THEREFORE**, the Authority, SHPO, and ACHP agree the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties, and further agree that these stipulations shall govern the Undertaking and all its parts until this MOA expires or is terminated.

## **STIPULATIONS**

The Authority, with the assistance of its contractors, shall ensure that the following stipulations of this MOA are carried out:

### **I. OVERSIGHT AND COORDINATION**

The Authority, as the lead federal agency, will be responsible for ensuring compliance with all stipulations of this MOA, with the exception of government-to-government consultation with federally recognized Native American tribes, which remains the FRA's responsibility under NEPA Assignment.

The Authority shall ensure that the terms of this MOA, including the ATP and BETP, are incorporated in their entirety in all contracts, licenses, or other approvals for this Undertaking and shall ensure the completion of all measures specified in this MOA, including in the ATP and BETP.

The Authority shall ensure that it carries out its responsibilities under the PA (as may be amended from time to time) and any subsequent programmatic agreements regarding compliance with Section 106, to the extent such responsibilities are applicable to the Undertaking and in effect.

### **II. MODIFICATIONS TO THE AREA OF POTENTIAL EFFECTS**

In accordance with the PA, the APE was developed and agreed upon by the Authority and the SHPO, and accounts for potential impacts on both archaeological and built-environment resources that may result from the construction and operation of the Undertaking.

If modifications to the Undertaking, subsequent to the execution of this MOA, necessitate the revision of the APE, the Authority is responsible for informing the Signatories, Invited Signatories, consulting federally-recognized Native American tribes, and other Consulting Parties within 15 days of identification of the needed changes in accordance with PA Stipulation VI. The Authority shall document the revised APE in an appropriate supplemental identification report (e.g., APE Modification Memo, addendum Archaeological Survey Report, and/or addendum Historic Architecture Survey Report). The SHPO will have 30 days to review the modified APE. If the SHPO objects to the modified APE, the Authority will revise the APE based upon SHPO comments and resubmit for review. The SHPO will have 30 days to review and comment on this revised APE.

### **III. COMPLETION OF HISTORIC PROPERTIES IDENTIFICATION EFFORT PRIOR TO CONSTRUCTION**

The Authority will ensure that any additional historic property identification efforts are completed as outlined below and that documentation of the identification efforts is prepared in accordance with this MOA, including the ATP and BETP and PA Stipulation VI. The Authority will submit documentation of these efforts to the SHPO, Invited Signatories and other interested Consulting Parties for a 30-day review period. Prior to finalizing any inventory and evaluation documentation, the Authority shall consider the comments regarding identification efforts that are received through this consultation process.

Completion of the historic properties identification effort will be consistent with Stipulation VI (Identification of Historic Properties) and IX (Changes in Ancillary Area/Construction ROW) of the PA, including archaeological survey of areas not previously accessible/surveyed prior to construction. The Authority shall provide the Signatories, Invited Signatories and other Consulting Parties with the information necessary to document that efforts to identify and evaluate historic properties in the Undertaking's APE are sufficient to comply with 36 CFR § 800.4(b) and (c).

The Authority will ensure that addendum FOEs (aFOE) are prepared, in accordance with PA Stipulation VII, once supplemental historic property identification efforts are completed. The Authority will submit aFOEs to the Signatories, Invited Signatories and other Consulting Parties with an interest in the historic property for a concurrent 30-day review period. The Authority shall take into consideration all comments regarding effects received within the review period prior to finalizing aFOEs for submission to the SHPO for review and concurrence. The SHPO shall have an additional 30 days to review final aFOE reports. If the SHPO makes no objection within the final 30-day review period, the findings for resources documented in the aFOE will become final.

#### **IV. TREATMENT OF HISTORIC PROPERTIES IDENTIFIED IN THE APE**

This MOA outlines the Authority's commitments regarding the treatment of all historic properties, both currently known and yet-to-be-identified, that may be affected by the Undertaking. As allowed under Stipulation VI.C of the PA, this MOA includes provisions for treatment plans that include use of a combined archaeological testing and data recovery program. Two detailed historic property treatment plans have been prepared for the Undertaking: the ATP and the BETP.

The ATP (**Attachment 4**) describes treatments for effects on archaeological properties and Native American traditional cultural properties. The BETP (**Attachment 5**) describes the treatments for effects on the built environment resources. The work described in the treatment plans will be conducted prior to construction, during construction, and/or after construction of the Undertaking. The treatments to historic properties known at the time of execution of this MOA are summarized in an impact/treatment table, organized by historic property, in **Attachment 3**. The treatment measures listed will be applied to historic properties affected in order to avoid, minimize, and/or mitigate effects of the Undertaking. The Authority shall implement and complete the treatment measures within two (2) years of completion of construction of the Undertaking, or earlier if so specified. The Authority shall ensure that sufficient time and funding are provided to complete all necessary preconstruction commitments before disturbances related to the Undertaking occur.

##### **A. Archaeological Treatment Plan**

The ATP describes in detail the methods that will be employed to complete the historic properties identification effort within the Undertaking's APE as part of the phased identification of archaeological resources. More specifically, the ATP builds upon the identification efforts completed to date and specifies where and under what circumstances further efforts to identify significant archaeological deposits will take place within the Undertaking's areas of physical impact.

The ATP also describes in detail the avoidance, minimization, and/or mitigation treatment measures for all currently known and yet-to-be-identified significant archaeological resources and Native American cultural resources affected by the Undertaking. Additional measures to avoid, minimize, or mitigate adverse effects on archaeological historic properties may be

developed in consultation with Consulting Parties as identification and evaluation efforts are performed in future planning and construction phases of the Undertaking. The Authority commits to implementing the terms of the ATP.

The SHPO, Invited Signatories and other Consulting Parties with an interest in archaeological resources shall have the opportunity to review and comment on cultural resources documentation specified in the ATP in accordance with Stipulation VI of this MOA.

## **B. Built Environment Treatment Plan**

The BETP provides detailed descriptions of treatment measures for built environment historic properties located within the APE that may be affected by the Undertaking. The treatments will be carried out by qualified professionals pursuant to Stipulation III of the PA. The treatment measures are included in the BETP and are intended to avoid, minimize, and/or mitigate adverse effects caused by the Undertaking. The Authority commits to implementing the terms of the BETP.

The Authority shall provide documentation produced under the BETP to the SHPO, Invited Signatories and other Consulting Parties with an interest in historic properties included in the BETP for review and comment in accordance with Stipulation VI of this MOA.

## **C. Conditions for the Treatment of La Paz**

To ensure the Undertaking will result in no adverse effect to La Paz, the Authority shall convene and consult with a La Paz treatment oversight panel (La Paz TOP) as the design, planning, and construction of the Undertaking advances to ensure the continued protection of La Paz, as stipulated in the BETP and in IV.C.1-3, below.

### **1. Continued Consultation**

- a. Members of the La Paz TOP will include the Authority, ACHP, SHPO, National Chávez Center, César Chávez Foundation, NPS, National Trust for Historic Preservation, and National Parks Conservation Association.
- b. The Authority will establish an outreach schedule in consultation with the La Paz TOP members that will be integrated in the future design and construction schedules. As project design advances, the Authority will seek the input of the La Paz TOP members before project design reaches 60 percent and 90 percent. The Authority shall afford the La Paz TOP members the opportunity to review and comment on project design documentation at approximately 60 percent and 90 percent development levels, in accordance with Stipulation IV.C.2 below. The Authority will also provide the La Paz TOP the opportunity to review construction planning materials for activities that have the potential to affect La Paz (e.g. Fugitive Dust Control Plan, Noise and Vibration Technical Memorandum, and Construction Traffic Plan). The scope of the La Paz TOP members' review and comment will be the assessment of potential adverse effects to La Paz as project design advances and construction planning materials are developed.
- c. The Authority shall consider comments received in developing final plans for the Undertaking, in accordance with Stipulation IV.C.2, below.

- d. If, through the design process or during construction or operation of the Undertaking, the Authority determines the Undertaking would result in adverse effects on La Paz, the Authority shall consult with the La Paz TOP members to avoid, minimize, or mitigate adverse effects.
- e. Disputes arising from consultation related to La Paz shall be resolved in accordance with Stipulation VII.A of this MOA.
- f. By January 31 of each year, the Authority will prepare a report of project activities related to La Paz, including any unanticipated damage caused by the Undertaking, that took place during the previous calendar year, and subsequently distribute this report to the La Paz TOP.

## 2. Review Process

The Authority will submit design and planning documentation for portions of the Undertaking that have the potential to affect La Paz, including 60 and 90 percent design development documentation, to the La Paz TOP for review and comment as the documentation becomes available.

- a. The Authority will notify the La Paz TOP of the upcoming availability of design and planning documentation at least one week before the documentation is made available for review.
- b. The Authority will develop and provide La Paz TOP members additional visualization materials and documentation to inform the review of engineering design documentation.
- c. For each review period, the La Paz TOP members will have 30 calendar days from receipt of a printed or electronic copy of the materials to provide written comments to the Authority. If requested by a La Paz TOP member, the Authority will coordinate a virtual or in-person meeting during the review period to present and review the documentation.
- d. If the La Paz TOP members do not comment within 30 days, the documentation will be considered final. If any La Paz TOP member provides comments within the 30-day review period, the Authority will take the comments into consideration and may make revisions before finalizing the documentation. The Authority will consider an extension to the 30-day review period if requested by a La Paz TOP member.
- e. If the Authority determines that the developing project designs have the potential to cause adverse effects to La Paz, the Authority will prepare an aFOE and continue consultation with the La Paz TOP members, in accordance with the BETP, before design is advanced further. The Authority will transmit the aFOE to the La Paz TOP members for a 30-day review and comment period. The Authority shall ensure that comments are considered prior to finalizing the aFOE report for submission to the SHPO for review and concurrence. The SHPO shall have an additional 30 days to review the final aFOE report. If the SHPO makes no objection within the final 30-day review period, the findings for those resources would become final. If SHPO objects,

the Authority will follow the dispute resolution procedures identified in Stipulation VII.a. of this MOA.

### 3. Avoidance and Minimization Features

The Authority has identified property-specific and programmatic Impact Avoidance and Minimization Features (IAMF) to ensure the Undertaking would result in no adverse effect to La Paz, as outlined in the BETP.

- a. The Authority will ensure that the IAMFs are incorporated into project design and construction contracts for the Undertaking.
- b. In consultation with the Signatories, Invited Signatories and other Consulting Parties, the Authority will ensure that the IAMFs are implemented during the appropriate design, construction, and operational phases of the Undertaking.
- c. The Authority may revise the IAMFs or develop additional IAMFs to ensure the Undertaking would result in no adverse effect on La Paz, in accordance with Stipulation VII.B below.

## V. POST-REVIEW DISCOVERIES

If properties are discovered that may be historically significant or unanticipated effects on historic properties are found, the Authority shall follow the processes detailed in the ATP and BETP.

## VI. PREPARATION AND REVIEW OF DOCUMENTS

### A. Professional Qualifications

The Authority shall ensure that all cultural resources studies carried out pursuant to this MOA are performed by or under the direct supervision of personnel meeting *The Secretary of the Interior's Professional Qualifications Standards* (48 Federal Register 44738-39) in the disciplines of history, architectural history, historic architecture, and/or archaeology, as appropriate.

### B. Confidentiality

The Signatories and Invited Signatories acknowledge that the handling of documentation regarding historic properties covered by this MOA are subject to the provisions of Section 304 of the National Historic Preservation Act of 1966 (54 U.S.C. 307103) and Section 6254.10 of the California Government Code (Public Records Act).

### C. Review

Unless otherwise specified, parties to this MOA will have 30 calendar days from receipt to provide the Authority comments on all technical materials, findings, and other documentation arising from this MOA. If no comments are received from a party within the 30-calendar-day review period, the Authority may assume that the non-responsive party has no comment. The Authority shall take into consideration all comments received in writing within the 30-

calendar-day review period and may make revisions before finalizing the documentation.

For documentation that is amended or revised, the Authority will prepare a comment and response summary or matrix and provide it to Signatories, Invited Signatories and other Consulting Parties.

If a party to this MOA objects to documentation provided for review within 30 calendar days of the receipt of any submissions, the Authority shall resolve the objection in accordance with Stipulation VII.A, below.

#### **D. Electronic Submittals**

Unless otherwise requested, documentation produced under this MOA will be distributed electronically. Additionally, electronic mail may serve as an official method of communication regarding this MOA.

### **VII. ADMINISTRATIVE STIPULATIONS**

#### **A. Dispute Resolution**

Should any Signatory, Invited Signatory or other Consulting Party object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Authority shall consult with such party to resolve the objection. If the Authority determines that such objection cannot be resolved, the Authority will:

1. Forward all documentation relevant to the dispute, including the Authority's proposed resolution, to the ACHP. The Authority will also provide a copy to all Signatories, Invited Signatories and other Consulting Parties with a demonstrated interest in the affected property or subject of the dispute. The ACHP shall provide the Authority with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Authority shall prepare a written response that takes into account any advice or comments regarding the dispute from the ACHP, Signatories, Invited Signatories and interested Consulting Parties, and provide them with a copy of this written response. The Authority will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the 30-day time period, the Authority may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Authority shall prepare a written response that takes into account any comments regarding the dispute from the Signatories, Invited Signatories and other Consulting Parties with a demonstrated interest in the affected property or subject of the dispute and provide them and the ACHP with a copy of such written response.
3. The Authority's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

## **B. Amendment to the MOA and Revisions to Attachments**

This MOA may be amended by written request from any Signatory or Invited Signatory. Consulting parties shall be afforded 30 days to review and comment on any proposed amendments to this MOA. The Signatories and Invited Signatories shall take into consideration all comments received prior to executing an amendment. The amendment will be effective when all Signatories and Invited Signatories that signed the original agreement, sign a copy of the amendment.

Notwithstanding the prior paragraph, to address changes in the Undertaking or the treatment of historic properties affected by the Undertaking, the Authority may revise the ATP, the BETP, or other attachments to this MOA in consultation with the Signatories, Invited Signatories and other Consulting Parties, without executing a formal amendment to this MOA. The Authority shall provide proposed ATP or BETP revisions to the Signatories, Invited Signatories and other Consulting Parties with an interest in historic properties that may be affected by the proposed revisions for a 30-day review. The Signatories shall take into consideration all timely comments received prior to agreeing to the revisions. Upon the written concurrence of all the Signatories, such revisions to the ATP, the BETP, or other attachments shall take effect and be considered a part of this MOA.

## **C. Termination**

If any Signatory or Invited Signatory determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories and Invited Signatories to attempt to resolve the issue under Stipulation VII.A, above, or to develop an amendment under Stipulation VII.B, above. If within 30 days (or another time period agreed to by all Signatories and Invited Signatories) an amendment cannot be reached, any Signatory or Invited Signatory may terminate this MOA upon written notification to the other Signatories and Invited Signatories. Termination hereunder shall render this MOA without further force or effect.

If this MOA is terminated, and the Authority determines that the Undertaking will proceed, the Authority must either execute a new MOA pursuant to 36 CFR § 800.6 prior to proceeding further with the Undertaking or follow the procedures for termination of consultation pursuant to 36 CFR § 800.7. The Authority shall notify the Signatories, Invited Signatories and other Consulting Parties as to the course of action it will pursue.

## **D. Duration**

If the Authority determines that construction of the Undertaking has not been completed within 10 years following execution of this MOA, the Signatories and Invited Signatories shall consult to reconsider its terms. Reconsideration may include continuation of the MOA as originally executed, amendment, or termination.

This MOA will be in effect through the Authority's implementation of the Undertaking and will terminate and have no further force or effect when the Authority, in consultation with the other Signatories and Invited Signatories, determines that the terms of this MOA have been fulfilled in a satisfactory manner. The Authority shall provide the other Signatories and Invited Signatories with written notice of its determination and of termination of this MOA.

## **E. Reporting**

The Authority shall prepare an annual report documenting the implementation of the actions taken under this MOA. The annual report shall include specific lists of studies, reports, actions, evaluations, and consultation and outreach efforts related to implementation of this MOA. The Authority will provide this annual report to the Signatories, Invited Signatories and other Consulting Parties. If requested by the Signatories, Invited Signatories or other Consulting Parties, the Authority will coordinate a meeting or call to discuss this annual report.

## **VIII. EFFECTIVE DATE AND EXECUTION**

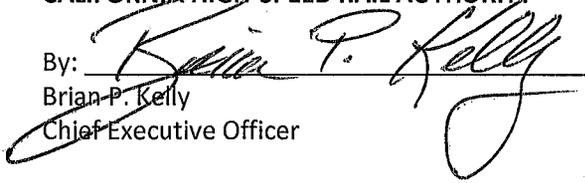
This MOA may be executed in counterparts, with a separate page for each Signatory, and will take effect on the latest date of execution by the Authority, SHPO, and ACHP. STB signature is not required to execute this MOA or for its effectiveness. Separate concurrence pages may also be provided for each Concurring Party. The Authority shall ensure that each Signatory, Invited Signatory, and Concurring Party is provided with a copy of the fully executed MOA. The refusal of any Concurring Party to sign this MOA shall not invalidate this MOA or prevent this MOA from taking effect.

Execution of this MOA by the Authority, SHPO, and ACHP and implementation of its terms evidence that the Authority has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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REGARDING THE BAKERSFIELD TO PALMDALE PROJECT SECTION OF THE  
CALIFORNIA HIGH-SPEED RAIL PROGRAM  
KERN AND LOS ANGELES COUNTIES, CALIFORNIA**

**SIGNATORIES:**

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

By:  Date: June 17, 2021  
Brian P. Kelly  
Chief Executive Officer

**CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

By:  Date: June 18, 2021  
Julianne Polanco  
State Historic Preservation Officer

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

By:  Date: June 22, 2021  
Reid J. Nelson  
Acting Executive Director

**INVITED SIGNATORY:**

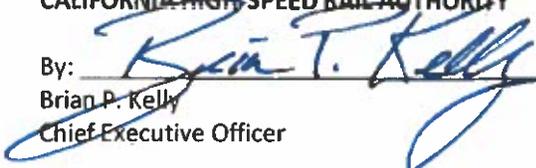
**SURFACE TRANSPORTATION BOARD**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Danielle Gosselin  
Acting Director, Office of Environmental Analysis

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**SIGNATORIES:**

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

By:   
Brian P. Kelly  
Chief Executive Officer

Date: April 8, 2021

**CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Julianne Polanco  
State Historic Preservation Officer

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Reid J. Nelson  
Acting Executive Director

**INVITED SIGNATORY:**

**SURFACE TRANSPORTATION BOARD**

By:   
Danielle Gosselin  
Acting Director, Office of Environmental Analysis

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KERN AND LOS ANGELES COUNTIES, CALIFORNIA**

**CONCURRING PARTIES:**

**BUREAU OF LAND MANAGEMENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**NATIONAL PARK SERVICE**

**CINDY ORLANDO** Digitally signed by CINDY ORLANDO  
Date: 2021.04.22 16:38:17 -07'00'  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name Cindy Orlando,  
Title Acting Regional Director, NPS, Interior Regions 8, 9, 10, and 12

**LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**CÉSAR CHÁVEZ FOUNDATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**NATIONAL CHÁVEZ CENTER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**MEMORANDUM OF AGREEMENT  
AMONG THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY, THE SURFACE TRANSPORTATION BOARD,  
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE BAKERSFIELD TO PALMDALE PROJECT SECTION OF THE  
CALIFORNIA HIGH-SPEED RAIL PROGRAM  
KERN AND LOS ANGELES COUNTIES, CALIFORNIA**

**NATIONAL PARKS CONSERVATION ASSOCIATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**NATIONAL TRUST FOR HISTORIC PRESERVATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**SOUTHERN CALIFORNIA EDISON**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**PICAYUNE RANCHERIA OF CHUKCHANSI INDIANS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**SAN MANUEL BAND OF MISSION INDIANS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**SANTA ROSA RANCHERIA TACHI-YOKUT TRIBE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**MEMORANDUM OF AGREEMENT  
AMONG THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY, THE SURFACE TRANSPORTATION BOARD,  
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE BAKERSFIELD TO PALMDALE PROJECT SECTION OF THE  
CALIFORNIA HIGH-SPEED RAIL PROGRAM  
KERN AND LOS ANGELES COUNTIES, CALIFORNIA**

**TABLE MOUNTAIN RANCHERIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**TEJON INDIAN TRIBE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**TULE RIVER TRIBE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**BARBAREÑO/VENTUREÑO BAND OF MISSION INDIANS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**KERN VALLEY INDIAN COMMUNITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**ATTACHMENT 1: PROGRAMMATIC AGREEMENT FOR CALIFORNIA HIGH-SPEED RAIL**

Attachment is available upon request.

**ATTACHMENT 2: AREA OF POTENTIAL EFFECTS**

Attachment is available upon request.

**ATTACHMENT 3: HISTORIC PROPERTIES WITHIN THE AREA OF POTENTIAL EFFECTS**

**Built Environment Historic Properties within the Bakersfield to Palmdale Project Section Area of Potential Effects**

Property Name and Address	City, County	Effects Finding	Treatment Measures
Statue of Father Garces	Bakersfield, Kern	No Adverse Effect	See F-B LGA MOA and Treatment Plan
Republic Supply Company (Golden Empire Gleaners) 1326 30th Street	Bakersfield, Kern	Adverse Effect— Visual	See F-B LGA MOA and Treatment Plan
Division of Forestry Services Office 2731–2738 “O” Street; 1120 Golden State Avenue	Bakersfield, Kern	No Adverse Effect	See F-B LGA MOA and Treatment Plan
Kern County Land Company Warehouse 210 Sumner Street	Bakersfield, Kern	Adverse Effect— Visual	See F-B LGA MOA and Treatment Plan
Noriega’s 525 Sumner Street	Bakersfield, Kern	No Adverse Effect	See F-B LGA MOA and Treatment Plan
Amestoy Hotel (formerly Cesmat Hotel and Narducci’s) 622 E 21st Street	Bakersfield, Kern	No Adverse Effect	See F-B LGA MOA and Treatment Plan
Southern Pacific Depot 730 Sumner Street	Bakersfield, Kern	No Adverse Effect	See F-B LGA MOA and Treatment Plan
Fire Station Number Two 716 E 21st Street	Bakersfield, Kern	No Adverse Effect	See F-B LGA MOA and Treatment Plan
Folk Victorian 2509 E California Avenue	Bakersfield, Kern	No Adverse Effect	See F-B LGA MOA and Treatment Plan
State Route 204/Golden State Avenue	Bakersfield, Kern	No Adverse Effect	See F-B LGA MOA and Treatment Plan
Big Creek Hydroelectric System Historic District North of Edison Highway, east of Fairfax Road	Bakersfield (vicinity) / Kern	Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #2—Worker Environmental Awareness Program (WEAP) Training Session CUL-IAMF #6—Plan for Protection and Stabilization and the Response Plan for Unanticipated Effects and Inadvertent Damage CUL-IAMF #7—Built Environment Monitoring Plan CUL-MM #6—Preparation of Additional Recordation and Documentation CUL-MM #8—Implementation Procedures for Unanticipated Effects and Inadvertent Damage

Property Name and Address	City, County	Effects Finding	Treatment Measures
La Paz 29700 Woodford-Tehachapi Road, Keene	Keene / Kern	No Adverse Effect, with conditions	CUL-IAMF #4 – Relocation of Project Features when Possible AQ-IAMF#1: Fugitive Dust Emissions NV-IAMF#1: Noise and Vibration TR-IAMF#6: Restriction on Construction Hours TR-IAMF#7: Construction Truck Routes Design Review Visual Screening Planting Plan La Paz Treatment Oversight Panel
Keene Fire Station 30356 Woodford-Tehachapi Road, Keene	Keene / Kern	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #2—Worker Environmental Awareness Program (WEAP) Training Session CUL-IAMF #6—Pre-Construction Conditions Assessment, Plan for Protection and Stabilization and the Response Plan (PPSRP) for Unanticipated Effects and Inadvertent Damage CUL-IAMF #7—Built Environment Monitoring Plan CUL-IAMF #8—Implement Protection and/or Stabilization Measures CUL-MM #8 – Implementation Procedures for Unanticipated Effects or Inadvertent Damage*
First Los Angeles Aqueduct About 1 mile SW of Tehachapi- Willow Springs Road and about 6 miles NW of Willow Springs (multiple APNs)	Willow Springs (vicinity) / Kern	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #2—Worker Environmental Awareness Program (WEAP) Training Session CUL-IAMF #6—Pre-Construction Conditions Assessment, Plan for Protection and Stabilization and the Response Plan (PPSRP) for Unanticipated Effects and Inadvertent Damage CUL-IAMF #7—Built Environment Monitoring Plan CUL-IAMF #8—Implement Protection and/or Stabilization Measures CUL-MM #8 – Implementation Procedures for Unanticipated Effects or Inadvertent Damage*
Willow Springs Raceway About 5 miles west of Rosamond	Rosamond (vicinity) / Kern	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—Pre-Construction Conditions Assessment, Plan for Protection and Stabilization and the Response Plan (PPSRP) for Unanticipated Effects and Inadvertent Damage CUL-MM #8 – Implementation Procedures for Unanticipated Effects or Inadvertent Damage*
Lancaster Post Office 567 W Lancaster Boulevard, Lancaster	Lancaster / Kern	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—Pre-Construction Conditions Assessment, Plan for Protection and Stabilization and the Response Plan (PPSRP) for Unanticipated Effects and Inadvertent Damage CUL-MM #8 – Implementation Procedures for Unanticipated Effects or Inadvertent Damage*

Property Name and Address	City, County	Effects Finding	Treatment Measures
Western Hotel 557 W Lancaster Boulevard, Lancaster	Lancaster / Kern	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—Pre-Construction Conditions Assessment, Plan for Protection and Stabilization and the Response Plan (PPSRP) for Unanticipated Effects and Inadvertent Damage CUL-MM #8 – Implementation Procedures for Unanticipated Effects or Inadvertent Damage*
Denny's Restaurant #30 (aka Village Grille Diner) 44303 Sierra Highway, Lancaster	Lancaster / Kern	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—Pre-Construction Conditions Assessment, Plan for Protection and Stabilization and the Response Plan (PPSRP) for Unanticipated Effects and Inadvertent Damage CUL-MM #8 – Implementation Procedures for Unanticipated Effects or Inadvertent Damage*
Residence at 332 W. Lancaster Boulevard	Lancaster / Kern	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—Pre-Construction Conditions Assessment, Plan for Protection and Stabilization and the Response Plan (PPSRP) for Unanticipated Effects and Inadvertent Damage CUL-MM #8 – Implementation Procedures for Unanticipated Effects or Inadvertent Damage* SOCIO-IAMF #1—Construction Management Plan This IAMF is required for development of a plan to maintain vehicular access to the residence during construction. SOCIO-IAMF #2—Compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act This IAMF is required to compensate the property owner for relocation of the driveway to maintain vehicular access to the property.
Residence at 44847 Trevor Avenue	Lancaster / Kern	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—Pre-Construction Conditions Assessment, Plan for Protection and Stabilization and the Response Plan (PPSRP) for Unanticipated Effects and Inadvertent Damage CUL-MM #8 – Implementation Procedures for Unanticipated Effects or Inadvertent Damage*
Cedar Avenue Historic District	Lancaster / Kern	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—Pre-Construction Conditions Assessment, Plan for Protection and Stabilization and the Response Plan (PPSRP) for Unanticipated Effects and Inadvertent Damage CUL-MM #8 – Implementation Procedures for Unanticipated Effects or Inadvertent Damage*

Historic Properties are listed from north to south, in order of their location between Bakersfield and Palmdale.

F-B LGA = Fresno to Bakersfield Locally Generated Alternative

\* Adverse effects are not anticipated. Mitigation measures will only be required in the event of unanticipated effects or inadvertent damage.

**Archaeological Historic Properties within the Bakersfield to Palmdale Project Section Area of Potential Effects**

Property Number*	Type	Attributes	Effects Finding	Treatment Measures
P-15-019272 / CA-KER-10546 (BP-JS-1)	Prehistoric site	Lithic scatter; quarry	Phased	<u>Applies to all archaeological historic properties:</u>  Inventory (Addenda ASRs)  Evaluation (AEPs/AERs)  Data Recovery (Archaeological Data Recovery Reports)  Archaeological Monitoring Plan  Avoidance/Protection Measures/ Best Management Practices  Cultural Resources Awareness Training  Archaeological/Native American Monitoring  Observation of Protocols for Unanticipated Discoveries  Additional measures to avoid, minimize, or mitigate effects on archaeological historic properties may be developed in consultation with Signatories, Invited Signatories and other Consulting Parties as identification and evaluation efforts are performed in future planning and construction phases of the Undertaking.
P-15-019263 / CA-KER-10537 (BP-IS-1)	Prehistoric site	Lithic scatter; quarry	Phased	
P-15-018645 / CA-KER-10171	Prehistoric site	Lithic scatter; quarry	Phased	
P-15-019264 / CA-KER-10538 (BP-IS-2)	Prehistoric site	Lithic scatter	Phased	
P-15-019281 / CA-KER-10555 (BP-LH-7)	Prehistoric site	Lithic scatter	Phased	
P-15-019265 / CA-KER-10539 (BP-IS-3)	Prehistoric site	Bedrock milling feature	No Effect	
P-15-002959 / CA-KER-2959	Prehistoric site	Bedrock milling feature; lithic scatter	Phased	
P-15-010031 / CA-KER-5918	Prehistoric site	Lithic scatter	Phased	
P-15-001043 / CA-KER-1043	Prehistoric site	Bedrock milling feature	Phased	
P-15-010030 / CA-KER-5917	Prehistoric site	Bedrock milling features; lithic scatter	Phased	
P-15-002750 / CA-KER-2750	Prehistoric site	Bedrock milling feature	No Effect	
P-15-002189 / CA-KER-2189	Prehistoric site	Lithic scatter; cairns/rock features; quarry	Phased	
P-15-002954 / CA-KER-2954	Prehistoric site (with locus of sparse amethyst glass)	Lithic scatter; bedrock milling feature; architectural feature; cairns/rock features; trash scatter	No Effect	
P-15-019266 / CA-KER-10540 (BP-IS-4)	Prehistoric site	Lithic scatter	Phased	
P-15-007681 / CA-KER-7681	Prehistoric site	Bedrock milling feature	Phased	
P-15-012810 / CA-KER-7231	Prehistoric site	Lithic scatter	Phased	
P-15-015559 / CA-KER-8592	Prehistoric site	Lithic scatter	Phased	
P-15-012811 / CA-KER-7232	Prehistoric site	Lithic scatter; bedrock milling feature; cairn/rock feature	Phased	
P-15-001615 / CA-KER-1615	Historic site	Grave	Phased	
P-15-013689 / CA-KER-7690H	Historic site	Trash scatter	Phased	
P-15-013931 / CA-KER-7815H	Historic site	Road; trash scatter	Phased	
P-15-013841 / CA-KER-7749	Prehistoric site	Lithic scatter	Phased	
P-15-016251 / CA-KER-8784H	Historic site	Trash scatter; road	Phased	

Property Number*	Type	Attributes	Effects Finding	Treatment Measures
P-15-012714 / CA-KER-7172H	Historic site	Foundations/structure pads; trash scatters	Phased	
P-15-013690 / CA-KER-7691H	Historic site	Trash scatter	Phased	
P-15-016534 / CA-KER-9114	Prehistoric site	Lithic scatter	Phased	
P-15-016248 / CA-KER-8981H	Historic site	Trash scatter; homestead or mining claim marker	Phased	
P-15-002539 / CA-KER-2539	Prehistoric site	Lithic scatter; habitation debris	Phased	
P-15-019275 / CA-KER-10549 <i>(BP-JS-6)</i>	Prehistoric site	Lithic scatter	Phased	
P-15-019283 / CA-KER-10557 <i>(BP-TJ-2)</i>	Prehistoric site	Lithic scatter	Phased	
P-15-019268 / CA-KER-10542 <i>(BP-IS-7)</i>	Prehistoric site	Lithic scatter	Phased	
P-15-019277 / CA-KER-10551 <i>(BP-JS-8)</i>	Prehistoric site	Lithic scatter; hearths; FAR	Phased	
P-15-019269 / CA-KER-10543 <i>(BP-IS-8)</i>	Prehistoric site	Lithic scatter	Phased	
P-15-019278 / CA-KER-10552 <i>(BP-JS-9)</i>	Prehistoric site	Lithic scatter; ground stone	Phased	
P-15-019270 / CA-KER-10544 <i>(BP-IS-9)</i>	Prehistoric site	Lithic scatter	Phased	
P-15-000522 / CA-KER-522	Prehistoric site	Lithic scatter	Phased	
P-15-012466 / CA-KER-7031H	Historic site	Trash scatter	Phased	
P-19-002183 / CA-LAN-2183H	Historic site	Foundations; landscaping; trash scatters; wall	Phased	
P-19-002215 / CA-LAN-2215H	Historic site	Foundations; trash scatters	Phased	
P-19-002039 / CA-LAN-2039H	Historic site	Foundations/structure pads; trash scatter; well; fence	Phased	
P-15-001042 / CA-KER-1042	Prehistoric site	Bedrock milling feature	Phased	
P-15-016253 / CA-KER-8486H	Historic site	Trash scatter; roads/trails	Phased	

Resources are listed from north to south, in order of their location between Bakersfield and Palmdale.

Temporary resource numbers previously used in the Bakersfield to Palmdale Project Section Archaeological Survey Report for newly identified archaeological historic properties are included in the table for reference and are indicated in italicized parentheses (e.g., "*BP-CJ-9*").

FAR = fire-affected rock

ASR = Archaeological Survey Report

AEP = Archaeological Evaluation Plan

AER = Archaeological Evaluation Report



**ATTACHMENT 4: ARCHAEOLOGICAL TREATMENT PLAN**

Attachment is available upon request.

**ATTACHMENT 5: BUILT ENVIRONMENT TREATMENT PLAN**

Attachment is available upon request.

## **ATTACHMENT 6: CONSULTING PARTIES AND OTHER INTERESTED PARTIES**

State Historic Preservation Officer  
Advisory Council on Historic Preservation  
Surface Transportation Board  
Bureau of Land Management  
National Park Service  
Los Angeles County Department of Regional Planning  
César Chávez Foundation  
National Chávez Center  
National Parks Conservation Association  
National Trust for Historic Preservation  
Southern California Edison

## **ATTACHMENT 7: CONSULTING NATIVE AMERICAN TRIBAL GOVERNMENTS**

Picayune Rancheria of Chukchansi Indians  
San Manuel Band of Mission Indians  
Santa Rosa Rancheria Tachi-Yokut Tribe  
Table Mountain Rancheria  
Tejon Indian Tribe  
Tule River Tribe  
Barbareño/Ventureño Band of Mission Indians  
Fernandeño Tataviam Band of Mission Indians  
Kern Valley Indian Community