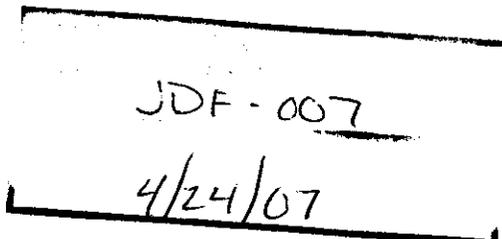


Lower Elwha Klallam Tribal Center, 2851 Lower Elwha Road, Port Angeles, WA 98363



April 23, 2007

BPA Public Relations DKC-7  
PO Box 14428  
Portland, OR 97293-4428

Attached you will find comments from the Lower Elwha Klallam Tribe on the following project:

**Port Angeles - Juan de Fuca Transmission Project  
Draft Environmental Impact Statement**

Contact for Lower Elwha Klallam Tribe on this project will be

Sonya Tetnowski, Chief Executive Officer  
2851 Lower Elwha Road  
Port Angeles, WA 98363  
360-4542-8471\*115  
[sonya.tetnowski@elwha.nsn.us](mailto:sonya.tetnowski@elwha.nsn.us)

Thank you for this opportunity to comment.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sonya Tetnowski".

Sonya Tetnowski  
Chief Executive Officer

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**Port Angeles-Juan de Fuca Transmission Project  
Draft Environmental Impact Statement**

**Comments from the Lower Elwha Klallam Tribe**

1. **Please make sure your EIS includes:**
  - A. Mitigation agreements for the loss of geoducks and other fisheries resources, including habitat degradation, are made with the Lower Elwha Klallam Tribe (as well as Port Gamble and Jamestown Tribes, who also have Usual and Accustomed Fishing Areas in the Strait) as well as the DNR and WDFW. In the state of Washington, the Tribes share co-management authority of fisheries resources with the State Agencies. The Tribes reserve the right to resurvey the project area for commercial beds of geoduck potentially impacted by this project. We are already aware of geoduck resources in waters deeper than that indicated by Figure 3.3.
  - B. Reference to the re-discovery of the Tse Whit Zen village site along Port Angeles harbor just east of Nippon Paper Company. This significant village site was unearthed during the excavation of the proposed DOT Graving dock project, and has been estimated to be at least 2500 years old.
  - C. Provisions for consultation with Lower Elwha Klallam Tribe in development of Cultural Resource Monitoring Plan, including provisions for an on site archeologist and tribal monitors in areas of moderate to high risk for impacts .
  - D. Inclusion of an Inadvertent Discovery Plan for cultural resources.
2. **Please consider these ideas for lessening impacts:**

**Regarding Potential Impacts to Marine biota (fish and shellfish):**

Recent marine remedial investigations conducted under the ITT Rayonier pulp mill cleanup process have noted significantly elevated levels of dioxins/ furans and PCBs in sediment and shellfish within Port Angeles harbor. The distribution of these contaminated sediments has not been well delineated to this point. Due to the nature of the proposed trenching methods, which may include "trench widths of up to 16 feet wide" (sec. 2.1.1.1), and propwash impacts within shallow areas, the potential for significant sediment disturbance and translocation appears significant, resulting in further contamination and exposure ("as much as 0.5 miles") to toxins and metals in adjacent shellfish beds and to bottom dwelling biota. All measures to minimize disturbance of these contaminated soils is encouraged.

We strongly recommend selecting equipment that ensures a minimum of sediment disturbance during trenching activities within Port Angeles harbor. This should include scheduling work during periods of relatively calm waters and continuous monitoring during excavation to ensure that sediment plumes do not occur. It may be prudent to

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collect several sediment samples along the proposed cable route prior to initiating excavation to assess dioxin and PCB contaminant levels.

**Regarding cable placement along seabottom without trenching or erosion of sediments resulting in a thinning or removal of sediment cover over the cable.**

Cables along the seabed may serve as effective migration barriers to demersal organisms (i.e. sea urchin, sea cucumber, and especially Dungeness crab). We recommend the cable be periodically checked (annually or semi-annually) to verify that those areas originally buried remain covered by the seabed, and that a maintenance plan include the reburial of any newly exposed cable. Very little detail is given regarding the locations in which the cable is expected to be laid on the seabed without excavation, only that up to 2,000 feet of the cable may remain unburied. Additional concrete mattresses may be needed for these areas to not only protect the cable, but to allow organisms a transportation corridor over the cable, especially when the cable is predicted to be about 140 degrees F (60 degrees C). Localized temperature increases within the sediments covering the cable may serve as deterrents to migration, as well. Electro-magnetic fields generated by the cable may also affect migration behavior of these organisms. This would effectively split the Strait of Juan de Fuca into two separate east and west biozones, except for the transport of pelagic juveniles by ocean currents. Additional insulation of the cable, especially in areas of high biotic productivity (to depths of 300 feet) may be needed to mitigate these effects.

**3. The Lower Elwha Klallam Tribe submits the following additional comments:**

- A. The Tribe appreciates the project provisions for directional drilling below the Ennis Creek site. This alternative avoids potential for significant impact to cultural resources in that village site.
- B. Section 1.4 Indian Tribes are aligned by reference to "interest groups." Federally recognized Tribes operate as sovereign governments.
- C. Section 3.9.1.1 notes that the Lower Elwha Reservation was established in 1937. Although federal land was set aside and Indian families relocated to the Lower Elwha, the Reservation was eventually proclaimed in 1968.
- D. The Tribe generally concurs with the project proponents proposed "Mitigation Measures (3.9.3)" to address the potential for cultural resources disturbances and requests the opportunity work with the proponent to better define Monitoring and Inadvertent Discovery Plans.
- E. Lower Elwha Klallam Tribe contact information for this project:  
Sonya Tetnowski, Chief Executive Officer  
2851 Lower Elwha Road  
Port Angeles, WA 98363  
360-4542-8471\*115  
[Sonya.tetnowski@elwha.nsn.us](mailto:Sonya.tetnowski@elwha.nsn.us)

**Lower Elwha Klallam Tribe**

**Cultural Property Protection Code**

**Approved by resolution**

**April 18, 2007**

**Resolution number 28-07**

## Lower Elwha Klallam Tribe Cultural Property Protection Code

### 1. Definitions.

- 1.1. **Activity or Activities** means any action, certificate, construction, contract, development, easement, lease, license, permit, policy, program, project, transaction, or undertaking that could have an Adverse Effect on Cultural Property.
- 1.2. **Adverse Effect(s)** includes any direct, indirect, or cumulative abuse, alteration, appropriation, change, collection, curtailment, cutting, damage, defacement, degradation, demolition, desecration, destruction, deterioration, digging, diminishment, disinterment, disruption, disturbance, encroachment, excavation, exposing, gathering, harm, harvest, impairment, injury, interference, jeopardizing, loss, misuse, modification, molestation, mutilation, neglect, removal, taking, transporting, or waste of Cultural Property. "Adverse Effects" include, but are not limited to, adverse effects on historic properties within the meaning of the NHPA and its regulations.
- 1.3. **Boundary(ies)** means the physical boundaries of sites, districts, traditional cultural properties and other areas with Cultural Property, which is defined in a manner that conforms to and perpetuates the Tribe's culture, beliefs and history. Boundaries shall reflect all criteria included in federal laws and guidance documents, and all additional criteria developed by the Tribe either through written documents, or by Tribal custom. For example, a Boundary may include a viewshed that is important to the Tribe, or, for an area containing human remains that have been removed, a discernable stain in the soil.
- 1.4. **Business Committee** means the five member committee established under the Constitution.
- 1.5. **Code** means this Lower Elwha Klallam Tribal Cultural Property Protection Code.
- 1.6. **Community Council** means the Lower Elwha Tribal Community Council that is composed of all qualified voters of the community, as established under the Constitution, as amended.
- 1.7. **Constitution** means the Constitution and Bylaws of the Lower Elwha Tribal Community.
- 1.8. **Cultural Object(s)** means any objects with ceremonial, cultural, historical, sacred, spiritual, or traditional value to the Tribe including, but not limited to, objects and items covered by the Native American Graves Protection and Repatriation Act ("NAGPRA"), Archaeological Resource Protection Act ("ARPA") and other federal laws.

- 1.9. **Cultural Plant(s)** means any plant, tree, shrub, or herb, including any part thereof, with ceremonial, cultural, historical, sacred, spiritual, or traditional value to the Tribe.
- 1.10. **Cultural Property** means tangible and intangible Tribal and community assets that are connected to the Tribe's cultural and historic heritage or identity. Cultural Property includes but is not limited to the following: Cultural Objects, Cultural Plants, Cultural Records, Cultural Remains, Cultural Sites; features, isolates, archaeological resources, cultural objects and items, associated and unassociated funerary objects, sacred objects, cultural patrimony, historic property, historic resources, historic or prehistoric ruins or monuments, antiquities of national significance, historic objects, historic sites, and buildings, as covered by the NHPA (but regardless of eligibility for the National Register), NAGPRA, and other federal laws, regulations, guidance, and executive and secretarial orders; Sacred Sites; and access to such tangible property as described herein; as well as native language; myths; stories; names; symbols; songs; beliefs; artwork; designs; and other specialized knowledge.
- 1.11. **Cultural Research** means any Research of Cultural Property.
- 1.12. **Cultural Record(s)** means any documents(s), oral histories, or other records that have archaeological, cultural, historical, or traditional value to the Tribe.
- 1.13. **Cultural Remains** means any remains, including fragments and stains (dust-to-dust) thereof and the surrounding soil matrix, with archaeological, cultural, historical, sacred, spiritual, or traditional value to the Tribe, and also include, but are not limited to, associated and unassociated funerary objects as defined by NAGPRA.
- 1.14. **Cultural Site(s)** means a natural, physical, geographic area, place, setting, configuration, or location, whether on, below, or above the surface of the earth that has archaeological, ceremonial, cultural, historical, sacred, spiritual, or traditional value to the Tribe, including Tribal ancestral burial grounds, cemeteries, and graves, whether marked or unmarked; a building, structure, facility, or landscape made, prepared, or produced by humans that has archaeological, ceremonial, cultural, historical, sacred, spiritual, or traditional value to the Tribe; and including sites as defined in the NHPA and its regulations, and other federal laws, regulations, and executive orders, whether eligible for listing in or listed in the National Register.
- 1.15. **Funerary Object(s)** means any objects, artifacts, or materials which are reasonably believed to have been placed with a deceased individual in burial as part of a Tribal cultural ceremony or rite.
- 1.16. **Historic Property(ies)** means objects and places addressed by the NHPA including, but not limited to, sites, districts and Traditional Cultural Properties.

- 1.17. **In situ** means that Cultural Property or any portion thereof remains in its original, natural or existing place or position in an undisturbed state.
- 1.18. **Members or Tribal Members** means enrolled members of the Lower Elwha Klallam Tribe.
- 1.19. **NAGPRA** means the Native American Graves Protection and Repatriation Act, 25 U.S.C. §§ 470aa *et seq.*
- 1.20. **National Register** means the National Register of Historic Places established under the NHPA.
- 1.21. **NHPA** means the National Historic Preservation Act, 16 U.S.C. §§ 470 *et seq.*
- 1.22. **Person(s)** means any individual, estate of a natural person, corporation, partnership, trust, or any other private entity, association, institution, organization, or society, but shall not mean the Tribe unless otherwise stated.
- 1.23. **Program** means the Lower Elwha Klallam Tribal Cultural Property Program.
- 1.24. **Record** means all tangible materials including, but not limited to: treaties, laws, rules, regulations, reports, studies, articles, theses, documents, papers, books, volumes, periodicals, pamphlets, newspapers, newspaper clippings, manuscripts, diaries, letters, correspondence, ledgers, journals, church records, government records, administrative records, inventories, catalogs, maps, surveys, plats, deeds, permits, receipts, contracts, photographs, slides, negatives, portraits, sketches, drawings, models, films, sound or video recordings, audio tapes, microforms, micrographics, reproductions, electronic data, computer data bases, computer discs, printouts, research, field notes, and inventories, and intangible things such as oral histories and interviews.
- 1.25. **Reinterment** means the Tribal ceremonial or ritual aspect of reburial of disinterred Cultural Remains.
- 1.26. **Remains** means the physical remains, articulated or unarticulated bones and bone fragments, and the surrounding soil matrix at any stage of decomposition of any deceased human or animal, including any prehistoric human or animal.
- 1.27. **Repatriation** means the physical return of any Cultural Property to the Tribe.
- 1.28. **Reservation** means the Lower Elwha Reservation and includes any and all lands within the exterior boundaries of the Lower Elwha Reservation.
- 1.29. **Sacred Site(s)** means a place that is sacred to the Tribe or Tribal Members by virtue of its established religious significance to, or ceremonial use by, Tribal Members, and that includes Sacred Sites as defined by federal laws, regulations, and executive orders.

- 1.30. **Territorial Jurisdiction means:**
- 1.30.1. all land held in trust by the federal government that were purchased in 1936 and 1937 under the authority of the Act of June 18, 1934 (48 Stat. 984-988, 25 U.S.C. § 461-465;
  - 1.30.2. all additional lands that subsequently became held trust by the federal government for the Tribe or its Members, whether within or outside of the Reservation;
  - 1.30.3. all land owned in fee simple by the Tribe whether within or outside of the boundaries of the Reservation;
  - 1.30.4. all other lands or geographic areas where the Tribe's Cultural Property is or may be located, including the territory historically occupied or used by Tribal ancestors; and
  - 1.30.5. all usual and accustomed areas historically traveled by Tribal Members and ancestors.
- 1.31. **Treaty** means the Treaty of Point No Point, 12 Stat. 933 (1855) (ratified Mar. 8, 1859; proclaimed Apr. 29, 1859).
- 1.32. **Tribe or Tribal** means the Lower Elwha Klallam Indian Tribe and its authorized officials, agents and representatives.
- 1.33. **Tribal Court** means the Lower Elwha Indian Tribal Court.
- 1.34. **Tribal Lands** mean all lands within the boundaries of the Reservation, and all lands in which the Tribe holds a trust or fee interest, wherever located.
- 1.35. **Tribal Register** means the Tribal Register of Cultural and Historic Properties.
- 1.36. **Tribal Police** means any law enforcement personnel duly authorized by the Tribe to enforce the laws of the Tribe.

## 2. **General**

- 2.1. **Title**. This Title shall be known as the "Lower Elwha Klallam Tribal Cultural Property Protection Code."
- 2.2. **Authority of the Tribal Government**
- 2.2.1. **Inherent authority**. The Tribe has the authority and duty to exercise its authority over Cultural Property by virtue of the Tribe's reserved, inherent, Treaty-based, sovereign, proprietary, and common law rights.
  - 2.2.2. **Constitutional authority**. The Tribe has the authority and duty to exercise its authority over Cultural Property by virtue of the following provisions

of the Constitution and Bylaws of the Lower Elwha Tribal Community, as amended and approved on April 29, 1968, and as amended on May 22, 1976, and May 5, 2003, and as hereafter amended: Preamble, Art. 1, Art. IV, § 1(a); Art. IV, § 1(b); Art. IV, § 1(c); and Art. IV, § 1(f).

- 2.2.3. Federal authority. The Tribe has the authority and duty to exercise its authority over Cultural Property by virtue of federal statutes, federal common law, and executive orders that confirm, delegate, or grant authority to Indian tribes as related to Cultural Property.
- 2.3. Tribal laws apply to Cultural Property to the maximum extent. The codes, ordinances, and other laws and customs of the Tribe apply to Cultural Property to the maximum extent of the jurisdiction and authority of the Tribe.
- 2.4. Cultural Property presently owned by Tribal Members. By enacting this Code, the Tribe does not intend to regulate or take any Cultural Property that is presently and legally owned by Tribal Members and used solely for valid personal, family, or spiritual purposes.
- 2.5. Other rights and powers of the Tribe are not abrogated by authority over Cultural Property. In exercising its authority over Cultural Property, the Tribe does not sanction or cause any abrogation of the rights of the Tribe or Tribal Members, nor does it diminish any trust responsibility of the federal government.
- 2.6. Reference to Code Includes Amendments. When reference is made to any portion of this Code, the reference shall apply to all amendments and additions made hereafter.
- 2.7. Severability. If any part of this Code is invalidated by a court of competent jurisdiction, all parts that are severable from the invalid part remain in effect. If a part of this Code is invalid in one or more of its applications, that part remains in effect in all valid applications that are severable from the invalid application(s).
- 2.8. Repeal of Inconsistent Laws. All codes, ordinances, resolutions, and other laws of the Tribe that are inconsistent with this Code are hereby repealed. To the extent that this Code is found to be inconsistent with other Tribal laws regarding Cultural Property, this Code shall govern and supersede other Tribal laws.
- 2.9. No waiver of Tribal sovereign immunity. Nothing in this Code is intended to be nor shall it be construed as a waiver of Tribal sovereign immunity from suit.
3. Findings, Intent and Purposes, and Declarations of Policy
- 3.1. Findings. The Tribe finds that:
- 3.1.1. Cultural Property is fundamental to the Tribe's ancestors, present peoples, future generations, proprietary interests, culture, land base, traditions, and sovereignty;

- 3.1.2. Cultural Property is the communal property of the Tribe, regardless of where it is found or located, and should be treated with respect;
  - 3.1.3. The Tribe holds reserved property rights to access Cultural Property;
  - 3.1.4. The Tribe's Cultural Property is invaluable, irreplaceable, and is in many instances threatened due to misuse, misappropriation, misconduct, and economic growth and development without adequate protection or concern;
  - 3.1.5. The Tribe, by virtue of its legal and other interests in Cultural Property, should be consulted by federal, state and local governments, and the landowners and developers whenever Cultural Property is implicated, including in the development of treatment or mitigation plans, and in establishing Boundaries necessary for protecting sites, districts, traditional cultural properties and other areas with Cultural Property; and shall make decisions as to the appropriate treatment or mitigation of Cultural Property on a case-by-case basis (e.g., Reinterment, remaining *in situ*);
  - 3.1.6. The Tribe has carefully balanced the need for a comprehensive regulatory Code governing Cultural Property, the need for certain levels of confidentiality as related to Cultural Property, the needs of the Tribe, and the need for non-Tribal society to be educated about and protect Cultural Property;
  - 3.1.7. A comprehensive Code is a legitimate and necessary function of the Tribal government, and will require the expenditure of Tribal funds; and
  - 3.1.8. Federal, state and local regulatory programs have not served to protect the Tribe's Cultural Property and the Tribe is the only government with the governmental, regulatory and proprietary interest and expertise needed to adequately protect and restore its Cultural Property.
- 3.2. Intent and Purposes. The intent and purpose of this Code is to preserve, protect, manage, restore, and perpetuate Cultural Property in a manner that:
- 3.2.1. Preserves, protects and perpetuates the Tribe's and its Members' culture, history, traditions, sovereignty, and property;
  - 3.2.2. Maintains an appropriate level of confidentiality as to the location, use and purpose of Cultural Property; and
  - 3.2.3. Conservatively establishes physical Boundaries of sites, districts, traditional cultural properties and other areas with Cultural Property in a manner that conforms to and perpetuates the Tribe's culture, beliefs and history.
- 3.3. Declarations of Policy. The Tribe's policy is:

- 3.3.1. The Tribe will take primary responsibility for and show leadership in the proper management of Cultural Property;
- 3.3.2. Tribal regulation and management of Cultural Property as provided for in this Code is in the best interests of the Tribe and its Members;
- 3.3.3. The Tribe will make reasonable efforts to sufficiently inform all Persons within the Tribe's Territorial Jurisdiction about this Code and the importance of protecting Cultural Property, while maintaining appropriate levels of confidentiality that are designed to prevent looting while respecting the sensitive nature of certain information about Cultural Property;
- 3.3.4. The Tribe will not tolerate Adverse Effects to Cultural Property inconsistent with this Code;
- 3.3.5. All Persons located within, adjacent to, or near lands within the Tribe's Territorial Jurisdiction are encouraged to adhere to Code provisions with respect to Cultural Property located on their respective properties, and to promptly notify the Tribe of any adverse or potentially adverse effects to Cultural Property;
- 3.3.6. Non-Tribal persons do not have the right to appropriate, display, possess, or otherwise inappropriately use the Tribe's Cultural Property – including but not limited to native language, myths, stories, names, symbols, songs, artwork, designs, and other specialized knowledge – without the Tribe's free and informed consent or in violation of the Tribe's laws, traditions and customs; and the Tribe has the right to restitution of its Cultural Property and other relief in the event that such appropriation, display, possession, or otherwise inappropriate use occurs.
- 3.3.7. The Tribe will seek intergovernmental agreements with federal, state, local and other tribal governments to effectuate and/or compliment implementation of this Code.

#### 4. **Jurisdiction**

- 4.1. **Personal Jurisdiction.** This Code applies to all Persons within the jurisdiction of the Tribe.
- 4.2. **Subject Matter Jurisdiction.** This Code applies to all Cultural Property of the Tribe, regardless of the location of the Cultural Property.
- 4.3. **Territorial Jurisdiction.** This Code applies to all lands and conduct within the Territorial Jurisdiction of the Tribe.

#### 5. **Organization of the Lower Elwha Klallam Tribal Cultural Property Program**

- 5.1. The Community Council shall:
    - 5.1.1. Enact resolution(s) authorizing the Business Committee as the governing and policy determining body of the Program that will implement this Code, including the responsibilities described in this Section 5; and
    - 5.1.2. Enact additional legislation or changes in existing legislation as related to Cultural Property.
  - 5.2. The Business Committee shall undertake all necessary activities to oversee and ensure implementation of this Code, and oversee the Chief Executive Officer/Executive Director, who will delegate duties to a Program Director to ensure implementation of this Code.
6. **Program Components.** The Program shall include, but not be limited to, the following elements:
- 6.1. **Tribal Register of Cultural Properties.** The Program Director shall maintain and continually update a Tribal Register of Cultural Properties. Cultural Properties shall be included on the Tribal Register regardless of their location. The Business Committee may adopt regulations that establish, among other things, criteria and procedures for evaluating, establishing Boundaries of, nominating for and listing of eligible Cultural Properties on the Tribal Register; de-listing properties; criteria for determining information to maintaining confidential or to share with governmental entities and private Persons; notifying property owners, other governments, and other Persons when Cultural Properties are being considered for inclusion on the Tribal Register.
  - 6.2. **Discoveries.** If any Person discovers Cultural Property while conducting an Activity, whether within or outside the boundaries of the Reservation, and on land other than that in which the Tribe holds an ownership interest, the person should immediately stop all Activity in, at minimum, a radius of 150 feet from the discovery; and immediately contact the Program Director. No Cultural Remains shall be removed without the express written permission of the Business Committee.
  - 6.3. **Cultural Records.** The Program includes establishing and maintaining one or more repositories for Cultural Records. The Program may also include: establishing restrictions or restrictions or prohibitions to the access and on the use of Cultural Records that are necessary or advisable to meet the intents, purposes, and policies of this Code; adopting an official seal and authenticating and certifying by the official seal copies or reproductions of Cultural Records; a permit or other process that applies to all persons proposing to conduct Cultural Research within Tribal Territory; and entering into agreements with museums and other institutions that benefit Cultural Property.
  - 6.4. **Confidentiality.** The Program includes taking and authorizing all necessary action to ensure that any and all sensitive information about the Tribe's Cultural

Property is protected from public disclosure in order to protect the integrity of the Cultural Property and the privacy of Tribal Members, including but not limited to ensuring that the Program is the sole custodian of such information when obtained by non-Tribal entities such as anthropologists, archaeologists, other persons and organizations, and federal, state and local governments.

6.5. The Program shall include any other elements that relate to Cultural Property.

7. **Offenses and Enforcement.**

7.1. The Tribal Court has original civil and criminal jurisdiction over any action arising under this Code, and has authority to issue such orders as may be necessary to enforce the provisions of this Code.

7.2. The following activities are prohibited:

7.2.1. It shall be unlawful for any person other than the Tribe, whom knows or has reason to know that Cultural Property is involved, to sell, purchase, exchange, transport, barter, receive, or offer to sell, purchase, exchange, transport or barter, or otherwise inappropriately use any Cultural Property

7.2.2. It shall be unlawful for any Person other than the Tribe to make an unauthorized disclosure of sensitive or confidential information regarding Cultural Property without first obtaining written permission of the Business Committee.

7.2.3. It shall be unlawful to otherwise violate this Code.

7.3. **Criminal Penalties.** Any Person who knowingly violates, or counsels, procures, solicits or employs any other person to violate, any prohibition contained in the Code shall, upon conviction, be subject to fines and/or jail time to the maximum extent permitted by applicable law, per infraction.

7.4. **Civil damages.** Any person violating the provisions of the Code shall be liable to the Tribe for civil damages per infraction, to be assessed by the Tribal Court after a hearing without a jury. Civil damages may include but are not limited to:

7.4.1. Site restoration costs;

7.4.2. Costs associated with the enforcement of this Code;

7.4.3. Costs associated with treatment of Cultural Property, including Reinterment; and

7.4.4. Costs associated with documentation, testing, damage assessment, and evaluation of Cultural Property in order to assess the characteristics and integrity of the Cultural Site or Property.

7.5. Forfeiture. All Cultural Property obtained or possessed in violation of the provisions of this Code is contraband and shall be forfeited to the Tribe.