

Attachment M

U.S. Bureau of Land Management Programmatic Agreement

Sunrise Powerlink Transmission Project Mitigation Monitoring, Compliance, and Reporting Program



California Public Utilities Commission
and
Bureau of Land Management
U.S. Department of Interior

November 2009

**PROGRAMMATIC AGREEMENT
AMONG THE
DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT,
THE DEPARTMENT OF AGRICULTURE, FOREST SERVICE,
THE MARINE CORPS AIR STATION MIRAMAR,
THE U.S. ARMY CORPS OF ENGINEERS,
THE CALIFORNIA PUBLIC UTILITIES COMMISSION,
SAN DIEGO GAS AND ELECTRIC COMPANY,
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE PROPOSED SAN DIEGO GAS AND ELECTRIC POWER
COMPANY'S SUNRISE POWERLINK TRANSMISSION LINE PROJECT,
IMPERIAL AND SAN DIEGO COUNTIES, CALIFORNIA**

WHEREAS, the United States Department of the Interior through the Bureau of Land Management (BLM) manages the public lands in the California desert in accordance with the 1980 California Desert Conservation Area Plan (CDCAP), as amended, and lands in San Diego County, California in accordance with the South Coast Resource Management Plan (SCMP) and with the 2008 Eastern San Diego County Resource Management Plan (ESDCRMP). The CDCAP and the ESDCRMP designate Energy Production and Utility Corridors appropriate for the development and installation of electrical transmission and other utility lines across public lands; and

WHEREAS, San Diego Gas and Electric Company (Applicant) has applied to BLM for a right-of-way (ROW) across BLM managed lands to construct the Sunrise Powerlink Transmission Line Project (hereinafter referred to as the "Undertaking" as defined in 36 CFR 800.16(y)) which includes the construction, operation and maintenance of an electric transmission system and associated infrastructure managed in accordance with the Federal Land Management and Policy Act (P.L. 94-579); and

WHEREAS, the BLM El Centro Field Office is the lead BLM Office for the purpose of compliance with the National Environmental Policy Act (NEPA) (P.L. 91-190, as amended) and Section 106 of the National Historic Preservation Act (NHPA) (P.L. 89-665, as amended; 16 U.S.C. 470f) and its implementing regulations found at 36 CFR Part 800; and

WHEREAS, the BLM has determined that amending its land use plans and issuing a ROW and Notice to Proceed for this Undertaking has the potential to cause effects to historic properties and intends to use this Programmatic Agreement (PA) to comply with the regulation (36 CFR 800) implementing Section 106 of the National Historic Preservation Act (NHPA) (P.L. 89-665, as amended; 16 U.S.C. 470f) and Section 110(f) of the same Act (16 U.S.C. 470h-2[f]), including implementing regulations; and

WHEREAS, BLM has consulted with the California State Historic Preservation Officer (SHPO), pursuant to 36 CFR 800.14(b)(3) about this Undertaking and because the effects of the Undertaking's implementation on historic properties cannot be fully determined prior to the Undertaking's approval, is yet in the process of considering different alternatives for the Undertaking that may have the potential to adversely affect historic properties, and chooses to conclude its assessment of the Undertaking's potential adverse effect and resolve any such effect through the implementation of this PA; and

WHEREAS, BLM, in consultation with the SHPO, has determined that a phased (tiered) process for compliance with Section 106 of the NHPA is appropriate for the Undertaking, such that completion of the identification of historic properties, determinations of specific effects on historic properties, and consultation concerning measures to avoid, minimize, or mitigate any adverse effects will be carried out as part of planning for and prior to any Notice to Proceed and specific project implementation; and

WHEREAS, in accordance with regulations at 36 CFR 800.14(b)(3) BLM has notified and invited the Advisory Council on Historic Preservation (ACHP) per 36 CFR 800.6(a)(1)(C) to participate in consultation to resolve the potential effects of the Undertaking on Historic Properties, and as per their letter dated October 2, 2008, the ACHP has elected not to participate in this PA; and

WHEREAS, the Cleveland National Forest (Forest Service), Marine Corps Air Station Miramar (Miramar), and the U.S. Army Corps of Engineers intend to use this Programmatic Agreement (PA) to comply with Section 106 of the National Historic Preservation Act (NHPA)(P.L. 89-665, as amended; 16 U.S.C. 470f), and Section 110(f) of the same Act (16 U.S.C. 470h-2[f]) and have agreed to participate in the Section 106 consultation regarding the Undertaking under the terms of this Programmatic Agreement and are Invited Signatories to this PA; and

WHEREAS, historic properties and cultural resources on public lands administered by the BLM, the Forest Service, and Miramar are managed according to the NHPA, Archaeological Resources Protection Act (ARPA)(P.L. 96-95, as amended), National Environmental Policy Act (NEPA)(P.L. 91-190, as amended), American Indian Religious Freedom Act (AIRFA)(P.L. 95-341, as amended), and Native American Graves Protection and Repatriation Act (NAGPRA)(P.L. 101-601), applicable regulations (e.g., 36 CFR 60, 63, 296, and 800; 43 CFR 10), and applicable Executive Orders (e.g., 13007, 13175, and 13287), and these have been considered during consultation for this Programmatic Agreement; and

WHEREAS, the California Public Utilities Commission (CPUC) is the lead State agency for compliance with the California Environmental Quality Act and has certain responsibilities under State laws and regulations to take into account and mitigate the effects of this Undertaking on historic properties eligible for or included on the California Register of Historic Places and is coordinating compliance with State law with federal agency responsibilities to comply with Section 106 of the NHPA, and is an Invited Signatory to this PA; and

WHEREAS, BLM and CPUC have prepared the *Environmental Impact Report/Environmental Impact Statement, Sunrise Powerlink Project* (prepared by Aspen Environmental Group, October 2008) (EIR/EIS) to identify the general alternative alignments, and have comparatively examined the relative effects of the alternatives on known historic properties, and identified mitigation measures that would reduce adverse effects to historic properties; and

WHEREAS, in accordance with the conditions of the ROW to be granted by the BLM, and in accordance with the stipulations of this PA, which shall be appended to and made a part of the BLM's Record of Decision authorizing the grant of the ROW, the Applicant will be assigned specific responsibilities for assisting BLM in the preparation and implementation of a Historic Properties Management Plan (HPMP) to, among other things, establish the Area of Potential Effect (APE) of the selected alternative, outline procedures for completing inventory and evaluations of historic properties, and assessing effects of the Undertaking on historic properties (per 36 CFR 800.14(b)(1)(ii)(iii)(v); and

WHEREAS, the Applicant, as grantee of the ROW, has participated in consultation per 36 CFR 800.2(c)(4), and is willing to carry out the stipulations of this PA under the oversight of BLM, and is an Invited Signatory to this PA; and

WHEREAS, this PA does not apply to lands owned or under the management of Indian tribes (as defined in 36 CFR 800.16(m)) unless an Indian Tribe requests to participate pursuant to Stipulation X of this PA; and

WHEREAS, pursuant to section 101(d)(6)(B) of the NHPA, 36 CFR 800.2(c)(2)(ii), the AIRFA, Executive Order 13175, and section 3(c) of the NAGPRA, BLM has consulted with the Agua Caliente Band of Mission Indians, Augustine Band of Cahuilla Indians, Barona Band of Diegueno Indians, Cabazon Band of Mission Indians, Cahuilla Band of Mission Indians, Campo Kumeyaay Nation, Cocopah Indian Tribe, Ewiiapaayp Band of Kumeyaay Indians, Fort Yuma Quechan Tribe, Inaja-Cosmit Band of Mission Indians, Jamul Indian Village, Kwaaymii Laguna Band of Indians, La Jolla Band of Luiseno Indians, La Posta Band of Kumeyaay Indians, Los Coyotes Band of Cahuilla and Cupeno Indians, Manzanita Band of Kumeyaay Indians, Mesa Grande Band of Mission Indians, Pala Band of Mission Indians, Pauma/Yuima Band of Mission Indians, Pechanga Band of Mission Indians, Ramona Band of Cahuilla Indians, Rincon Luiseno Band of Indians, San Luis Rey Band of Mission Indians, San Pasqual Band of Diegueno Indians, Santa Ysabel Band of Diegueno Indians, Soboba Band of Luiseno Indians, Sycuan Band of Kumeyaay Nation, Torres-Martinez Desert Cahuilla Indians, and the Viejas Band of Kumeyaay Indians (Tribes) on this Undertaking and this PA, and has invited those Tribes expressing an interest in the Undertaking to concur in this PA, with the further understanding that, notwithstanding any decision by these Tribes to decline concurrence, BLM shall continue to consult with these Tribes throughout the implementation of this PA; and

WHEREAS, execution of this PA as a concurring party by a Tribe indicates participation as a Section 106 consulting party and acknowledgment that the Tribe's views were taken into consideration, but does not indicate approval of the outcome of the NEPA analysis for the Undertaking nor does it indicate a preference for a specific alternative;

NOW, THEREFORE, the BLM and the SHPO, with the concurrence of the Forest Service, the U.S. Army Corps of Engineers, Miramar, the CPUC, and the Applicant, agree that the federal agencies, to the extent of their legal authority, shall administer the Undertaking in accordance with the following stipulations to satisfy the federal agencies' Section 106 responsibilities for this Undertaking.

STIPULATIONS

BLM and invited signatories shall ensure that the following stipulations are carried out:

I. DEFINITIONS

The definitions provided at 36 CFR 800.16 and in these stipulations are applicable throughout this PA.

"Area of Potential Effects" (APE) means the geographic area or areas, regardless of land ownership, within which an undertaking may directly or indirectly cause alternations in the character or use of historic properties, if any such properties exist. The area of the

potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.

“Concurring Parties” refers to consulting parties, and may include State agencies and land managers, the Applicant, Indian Tribes, representatives of local governments, and certain individuals or organizations with a demonstrated interest in the Undertaking, who concur, through their signature, in this PA. Concurring parties may propose amendments to this PA.

“Consulting Parties” refers to BLM, SHPO, land managers, the Applicant, Indian Tribes, representatives of local governments, and certain individuals or organizations with a demonstrated interest in the Undertaking, who have participated in consultation on this undertaking, and have signed this PA.

“Day,” singular or plural, refers to a calendar, rather than a business, day.

“Invited Signatories” refers to those entities who have responsibilities within the consultation process described in this agreement and NHPA implementing regulations. Invited Signatories may propose amendments to this PA.

“Notice to Proceed” refers to the authorization that BLM issues to the Applicant which allows the Applicant to proceed with specific activities associated with the Undertaking and noted in the locations specified on the authorization as long as these activities are in compliance with specified stipulations.

“Right-of-Way” refers to the public lands BLM authorizes a holder to use or occupy under a grant. For this project it specifically refers to the bounded area or corridor that BLM will legally grant to the Applicant within which the operation and maintenance of the project components will be allowed after completion of construction.

“Signatories” refers to the BLM and SHPO. These Signatories have responsibilities within the consultation process described in this agreement. Signatories may propose amendments to this PA and have the exclusive authority to terminate the PA.

“Survey Corridor” refers to the area determined by BLM to be the physical area in which inventory efforts will be conducted. The survey corridor may be wider or larger than the right-of-way corridor and the area within which construction activities are allowed.

“Tribes” mean the Indian Tribes (as defined in 36 CFR 800.16(m)) that BLM has invited to consult on this undertaking and invites to concur in this PA.

II. STANDARDS

- A. **PROFESSIONAL QUALIFICATIONS.** All actions prescribed by this PA that involve the identification, evaluation, analysis, recordation, treatment, monitoring, and disposition of Historic Properties and that involve the reporting and documentation of such actions in the form of reports, forms or other records, shall be carried out by or under the direct supervision of a person or persons meeting, at a minimum, the Secretary of the Interior’s Professional Qualifications Standards (PQS) for archaeology, history, or architectural history, as appropriate (48 FR. 44739).

However, nothing in this stipulation may be interpreted to preclude any party qualified under the terms of this paragraph from using the services of properly supervised persons who do not meet the PQS.

- B. DOCUMENTATION STANDARDS. Reporting on and documenting the actions cited in paragraph A. of this stipulation shall conform to BLM 8100 Manual guidance as stipulated in the BLM Cultural Resources Use Permit and Field Authorizations for this Undertaking, and to every reasonable extent with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR. 44716-44740), as well as the California Office of Historic Preservation's Preservation Planning Bulletin Number 4(a) December 1989, *Archaeological Resource Management Reports (ARMR): Recommended Contents and Format (ARMR Guidelines) for the Preparation and Review of Archaeological Reports*, and any specific county or local requirements or report formats as necessary.
- C CURATION AND CURATION STANDARDS. To the extent permitted under § 5097.98 and § 5097.991 of the California Public Resources Code, the materials and records resulting from the actions cited in paragraph A of this stipulation and located on non-federal lands shall be curated in accordance with 36 CFR 79. Where Federal lands are involved, all records and materials resulting from the actions cited in paragraph A of this stipulation shall be curated in accordance with 36 CFR 79 and the provisions of the NAGPRA, 43 CFR 10, as applicable. Unless otherwise agreed to and stipulated in the Historic Property Management Plan, BLM will attempt to have all collections curated at one location appropriate to each County. If cultural materials are recovered from private lands, BLM will seek to have the materials donated through a written donation agreement to be curated with other cultural materials. No human remains will be curated. If any human remains are discovered in the course of the Undertaking, the preferred course of treatment will be identified as provided for in the Historic Properties Management Plan, in consultation with the most likely descendant, and consistent with state and federal legal requirements.

III. AREA OF POTENTIAL EFFECTS

- A. DEFINING THE APE.
 - 1. BLM in consultation with SHPO and other consulting parties has determined and documented the APE. BLM has defined conventions or standards for survey corridors and survey intensity to adequately identify historic properties that may be directly affected by this Undertaking. The APE, as defined and documented, is a baseline for additional survey and inventory. Where Tribal Consultation, additional field research or literature review, consultation with interested parties, or other factors indicate that the qualities and values of historic properties that lie outside boundaries of these conventions may be affected directly or indirectly, the APE may be modified in accordance with Section III.B of this PA or through the development of the Historic Property Management Plan (Section IV) to provide for consideration of effects to these historic properties. In defining and documenting the APE and conducting additional survey and inventory activities, unless otherwise agreed to and stipulated in the Historic Property Management Plan, the following conventions or standards will apply.

- A. The APE will apply to federal, state, and private lands included in the transmission line corridor, or included in staging areas, access roads, borrow areas, transmission substations, or other related transmission infrastructure for this Undertaking.
- B. The survey corridor will meet the accepted convention of 300 feet at minimum (150 feet on either side of centerline for the right-of-way) in areas where above ground transmission lines are proposed or 120' (60 feet on either side of centerline) where below ground transmission lines are proposed.
- C. The survey corridor for access roads will be 100 feet (50 feet on either side of centerline)
- D. The survey convention for staging areas, borrow areas, substations, and other transmission infrastructure will include a buffer of 150 feet around the footprint of the proposed activity.
- E. The convention for all survey activity will meet BLM Manual 8100 guidance for a comprehensive survey (BLM Class III Survey) and be consistent with the guidance and standards of the California Office of Historic Preservation.

B. AMENDING THE APE.

- 1. If BLM determines that unforeseen changes to the Undertaking may cause effects to historic properties in a geographic area or areas beyond the extent of the established APE, then BLM shall adjust the APE using the process set forth in stipulation III.B.2 below.
- 2. Any consulting party to this PA may propose that the APE be modified. BLM shall notify all the Signatories and Invited Signatories of the proposal and consult with the SHPO for no more than 30 days to reach agreement on the proposal. If the BLM and SHPO agree to the proposal, then BLM will prepare a description and a map of the modification and provide to all the consulting parties. Agreement to amend the APE will not require an amendment to the PA. If the BLM and SHPO cannot agree to a proposal for the modification of the APE, then they will resolve the dispute in accordance with stipulation VII below.

IV. HISTORIC PROPERTIES MANAGEMENT PLAN

- A. Upon the selection of a corridor alternative and prior to issuance of any Notice to Proceed and the onset of approved activity related to the implementation of the Undertaking on federal lands, the BLM shall develop, in consultation with all consulting parties, a HPMP that will address, but is not limited to, the following:
 - 1) A process for survey and identification of potential historic properties including any Traditional Cultural Properties in the APE of the selected alternative.

- 2) A process for evaluation of cultural resources for eligibility for inclusion on the National Register of Historic Places (NRHP).
- 3) A process for incorporating design changes to the project to avoid adverse effects to historic properties.
- 4) Ways to avoid, minimize, or mitigate adverse effects on historic properties as outlined in the EIR/EIS.
- 5) Incorporation of conditions and stipulations set forth in the EIS/EIR to meet both CPUC and BLM requirements.
- 6) Preparation of a Historic Properties Treatment Plan that will address, but is not limited to, the following:
 - a. Incorporate or adhere closely to the Mitigation Monitoring Plan developed by the CPUC
 - b. Address the assessment of effects and how adverse effects to historic properties will be resolved in consultation with the Applicant and other consulting parties
 - c. Process for managing unanticipated discoveries
 - d. Process for managing discovery of human remains taking into account applicable state, local laws, and the Native American Graves Protection and Repatriation Act (NAGPRA; 25 U.S.C. § 3001) on federal lands.
 - e. Archaeological and Tribal monitoring
- 7) Provide a list of the known cultural resources in the Undertaking's APE.

The HPMP will be developed subsequent to the issuance of the BLM NEPA Record of Decision and may be completed in phases and by task, as directed by BLM. The HPMP will specify how each task will be carried out, when it will be completed for each segment of the Undertaking, and shall provide sufficient flexibility to permit Notices to Proceed for segments of the Undertaking on a phased (tiered) basis. Cultural resource mitigation measures for the alternative chosen in the BLM Record of Decision will be incorporated into the HPMP. The HPMP shall be submitted for review and comment in accordance with stipulation IV.C.

The HPMP shall state that the BLM, and the California SHPO agree, that the BLM shall manage the future operation and maintenance of the transmission line and associated infrastructure where it traverses public lands through a ROW grant and consider effects to cultural resources in relation to those actions, operation and maintenance, in accordance with stipulation V of the *State Protocol Agreement Among the California State Director of the Bureau of Land Management and the California State Historic Preservation Officer and the Nevada State Historic Preservation Officer Regarding the Manner in Which the Bureau of Land Management Will Meet its Responsibilities under the National Historic Preservation Act and the National Programmatic Agreement among the BLM, the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers* (15 October 2007)(Protocol) or any subsequent PA or Protocol Agreement.

- B. BLM shall submit the HPMP or a component of the HPMP to all consulting parties for a 45 day review period. Absent comments within this time frame, BLM may assume the reviewing consulting parties' concurrence. BLM will provide the reviewing consulting parties with written documentation indicating whether and how the draft HPMP has been modified in response to any timely comments received within 30 days. BLM will provide the consulting parties a copy of the final HPMP. Any disputes that may arise between BLM and another consulting party over the content of the HPMP shall be resolved in accordance with stipulation VII below.
- C. In consultation and agreement with the consulting parties, components of the HPMP, such as the survey and inventory plan, may be prepared and implemented prior to the completion of the final HPMP and be will incorporated into the HPMP as agreed.

V. NATIVE AMERICAN CONSULTATION

BLM, mindful of its government-to-government responsibilities, as the lead Federal agency for Section 106 review and implementation of this Undertaking, shall continue to facilitate consultation with the Tribes. BLM will carry out its responsibilities under Section 106 to consult with Tribes that request such consultation regardless of their status as a concurring party to this PA. As stipulated in the recitations to this PA, this PA does not apply to lands owned or under the management of Indian Tribes unless an Indian Tribe requests to participate pursuant to Stipulation X of this PA.

VI. AMENDMENTS TO THE AGREEMENT

- A. Any party to this PA may at any time propose amendments, whereupon all parties shall consult for no more than 45 days to consider such amendments pursuant to 36 CFR 800.6(c)(7) and 800.6(c)(8). This PA may be amended only upon written agreement of the Signatories.
- B. Amendments to this PA shall take effect on the dates that they are fully executed by the Signatories.

VII. DISPUTE RESOLUTION

- A. Should the Signatories or Invited Signatories object at any time to the manner in which the terms of this PA are implemented, the BLM will immediately notify the other Signatories and Invited Signatories and request their comments on the objection within 30 days.
- B. If the objection can be resolved within the consultation period, the BLM may authorize the disputed action to proceed in accordance with the terms of such resolution.
- C. If at the end of the 30 day consultation period, the objection cannot be resolved through such consultation, the BLM will forward all documentation relevant to

the objection to the ACHP per 36 CFR 800.2(b)(2). Any comments provided by the ACHP within 30 days after its receipt of all relevant documentation will be taken into account by the BLM in reaching a final decision regarding the objection. The BLM will notify the Signatories, Invited Signatories, and Concurring Parties in writing of its final decision within 14 days after it is rendered.

- D. The BLM's responsibility to carry out all other actions under this PA that are not the subject of the objection will remain unchanged.
- E. At any time during implementation of the terms of this PA, should an objection pertaining to the PA or HPMP be raised by a concurring party or a member of the interested public, the BLM shall immediately notify the Signatories, Invited Signatories, and other concurring parties, consult with SHPO about the objection, and take the objection into account. The other consulting parties may comment on the objection to the BLM. The BLM shall consult with the objecting party(ies) for no more than 14 days. Within 7 days following closure of consultation, the BLM will render a decision regarding the objection and notify all parties of its decision in writing. In reaching its final decision, the BLM will take into account all comments from the parties regarding the objection. The BLM shall have the authority to make the final decision resolving the objection. Any dispute pertaining to the NRHP eligibility of historic properties or cultural resources covered by this PA will be addressed by the BLM per 36 CFR 800.4(c)(2).

VIII. TERMINATION

- A. Only Signatories may terminate this PA. If this PA is not amended as provided for in Stipulation VI or if a Signatory proposes termination of this PA for other reasons, the Signatory proposing termination shall notify the other Signatories in writing, explain the reasons for proposing termination, and consult for no more than 60 days to seek alternatives to termination.
- B. Should such consultation result in an agreement on an alternative to termination, the Signatories shall proceed in accordance with that agreement.
- C. Should such consultation fail, the Signatory proposing termination may terminate this Agreement by promptly notifying the other Signatories in writing.
- D. Should this PA be terminated, then the BLM, as lead for the other federal land managing agencies, shall either consult in accordance with 36 CFR 800.14(b) to develop a new Agreement or request the comments of the ACHP pursuant to 36 CFR 800.4-800.6.
- E. Beginning with the date of termination, the BLM shall ensure that until and unless a new PA is executed for the actions covered by this PA, such undertakings shall be reviewed individually in accordance with 36 CFR 800.4-800.6.

IX. DURATION OF THIS AGREEMENT

- A. Unless the PA is terminated pursuant to stipulation VIII above, another agreement executed for the Undertaking supersedes it, or the Undertaking itself has been terminated, this PA will remain in full force and effect until BLM, in consultation with the other Signatories, determines that construction of all aspects of the Undertaking has been completed and that all terms of this PA and any subsequent tiered agreements have been fulfilled in a satisfactory manner. Upon a determination by BLM that construction of all aspects of the Undertaking has been completed and that all terms of this PA and any subsequent tiered agreements have been fulfilled in a satisfactory manner, BLM will notify the other signatories and concurring parties of this PA in writing of the agency's determination. This PA will terminate and have no further force or effect on the day that BLM so notifies the other signatories to the PA.

This PA will expire if the Undertaking or the stipulations of this PA have not been implemented within five (5) years from the date of its execution. At such time, and prior to work continuing on the undertaking, the BLM shall either (a) execute a MOA pursuant to 36 C.F.R. 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. 800.7. Prior to such time, the BLM may consult with the other consulting parties to reconsider the terms of the PA and amend it in accordance with Stipulation VI above. The BLM shall notify the signatories as to the course of action it will pursue within 30 days.

X. WITHDRAWAL OR ADDITION OF PARTIES FROM/TO THE PA

- A. Withdrawal of BLM: If for some reason BLM should decide to withdraw from the Undertaking or for some reason the Undertaking is altered to no longer require BLM action or involvement, BLM shall inform the other Signatories to this PA of its intention to withdraw as soon as is practicable. Upon receipt of BLM's notification of its withdrawal from the Project, BLM will consult with the Signatory and Invited Signatories to determine whether there is still an undertaking as defined under 36 CFR 800, whether another Federal agency shall become the acting lead agency for the purpose of implementing this PA, or whether this PA should be terminated. The final decision to terminate this PA, or to initiate consultation under stipulation VI to amend this PA to designate another Federal agency as the lead agency shall rest with the BLM. The withdrawal consultation and decision process of this stipulation shall not exceed a period of 60 days from the BLM's notification of the other parties.
- B. Withdrawal of Consulting Parties: After the selection of the alternative corridor or issuance of BLM's ROD, should an Invited Signatory or Concurring Party determine that its participation in the Undertaking and this PA is no longer warranted, the Party may withdraw from participation by informing the BLM of its intention to withdraw as soon as is practicable. BLM shall inform the other consulting parties to this PA of the withdrawal.
- C. Addition of Consulting Parties: After the selection of the alternative corridor or issuance of BLM's ROD, should the scope of the Undertaking or APE change in such a way to involve lands managed by other state, federal, or tribal entities not already party to this agreement, BLM will invite the new party to participate in this PA, notify the other consulting parties, and amend this PA as necessary pursuant to section VI of this PA.

XI. EFFECTIVE DATE

This PA shall take effect on the date that it has been fully executed by the Signatories. Any amendments or attachments to this PA shall take effect on the dates they are fully executed by the Signatories, or such other self-executing dates as may be described in those documents.

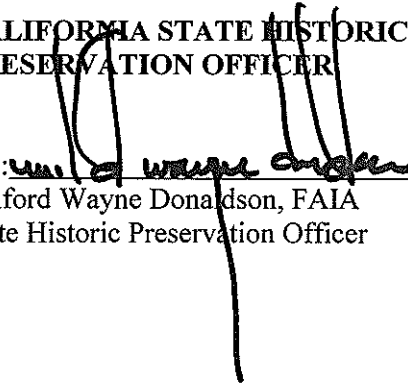
EXECUTION AND IMPLEMENTATION OF THIS PA is evidence that BLM has afforded the ACHP a reasonable opportunity to comment on the Undertaking and its effects on Historic Properties. The signatories to this PA represent that they have the authority to sign for and bind the entities on behalf of whom they sign.

SIGNATORY PARTIES:

U.S. BUREAU OF LAND MANAGEMENT

BY:  DATE 12/22/08
Mike Pool
State Director

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY:  DATE 23 DEC 2008
Milford Wayne Donaldson, FAIA
State Historic Preservation Officer