

**SECOND AMENDED<sup>1</sup>**  
**PROGRAMMATIC AGREEMENT AMONG THE FEDERAL HIGHWAY ADMINISTRATION,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CALIFORNIA STATE HISTORIC  
PRESERVATION OFFICER, THE UNITED STATES ARMY CORPS OF ENGINEERS, AND THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING COMPLIANCE WITH SECTION  
106 OF THE NATIONAL HISTORIC PRESERVATION ACT, AS IT PERTAINS TO THE  
ADMINISTRATION OF THE FEDERAL-AID HIGHWAY PROGRAM IN CALIFORNIA**

**FIRST AMENDED**  
**~~PROGRAMMATIC AGREEMENT AMONG THE  
THE FEDERAL HIGHWAY ADMINISTRATION, THE ADVISORY COUNCIL ON HISTORIC  
PRESERVATION, THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING COMPLIANCE WITH SECTION  
106 OF THE NATIONAL HISTORIC PRESERVATION ACT, AS IT PERTAINS TO THE  
ADMINISTRATION OF THE FEDERAL-AID HIGHWAY PROGRAM IN CALIFORNIA~~**

**WHEREAS**, the Federal Highway Administration (FHWA), under the authority of 23 USC § 101, implements the Federal-aid Highway Program (Program) in the state of California by funding approved state and locally-sponsored transportation projects (Local Assistance) that are administered by the California Department of Transportation (Caltrans); and

**WHEREAS**, Title 23 United States Code Section 327 (23 USC § 327) allows the United States Department of Transportation (USDOT) Secretary, acting through FHWA, to assign responsibilities for compliance with the National Environmental Policy Act of 1969 (NEPA) and other federal environmental laws to a State Department of Transportation through a memorandum of understanding; and

**WHEREAS**, Title 23 United States Code Section 326 (23 USC § 326) allows the USDOT Secretary, acting through FHWA, to assign responsibilities for Categorical Exclusion (CE) determinations to a State Department of Transportation through a memorandum of understanding; and

**Revision Key**

Black: Original text

Red: First revision (after initial consultation with signatories)

Blue: Second revision (after first comment period)

Green: Third revision (after second comment period)

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<sup>1</sup> Note: This redline draft was prepared to show the differences between the 2014 PA and the proposed changes for the 2024 PA. Because of ADA compliance requirements were not able to use actual track changes and instead have used strikethrough and red/underline to indicate changes. Minor corrections to grammar and punctuation have not been included. The Table of Contents for the 2014 PA has been removed to simplify ADA compliance issues.

**WHEREAS**, Caltrans and FHWA, entered into a NEPA Assignment Memorandum of Understanding and a CE Assignment Memorandum of Understanding (collectively MOUs) concerning the State of California’s participation in the Program in which FHWA assigned and Caltrans assumed FHWA’s responsibilities under NEPA and Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA) and associated implementing regulations at 36 CFR Part 800; and

**WHEREAS**, pursuant to the MOUs, Caltrans is deemed to be a federal agency for all Federal-aid Highway projects it has assumed, and in that capacity, Caltrans assigned the role of “agency official” to the Caltrans Division of Environmental Analysis (DEA) Chief for the purpose of compliance with 36 CFR Part 800, and to provide for effective compliance, the DEA Chief delegated day-to-day responsibilities to the Cultural Studies Office (CSO) Chief; and

**WHEREAS**, FHWA California Division Administrator retains responsibility for environmental review, consultation and decision-making for specific undertakings identified in the MOUs and therefore shall be the “agency official” for those specific undertakings; and

**WHEREAS**, the United States Army Corps of Engineers’ (Corps) Sacramento, San Francisco, and Los Angeles Districts (collectively Corps Districts) may also have Section 106 of the NHPA responsibilities since it administers a permit program under the authority of Sections [10](#) and [14](#) of the Rivers and Harbors Act of 1899, as amended (33 USC § 403; [33 USC § 408, respectively](#)), and Section 404 of the Clean Water Act of 1972 as amended (33 USC § 1344) (DA Permits) to which Federal-aid Highway projects in California may be subject and therefore has participated in this consultation and is an invited signatory to this Programmatic Agreement (Agreement); and

**WHEREAS**, FHWA and the Corps, as federal agencies, have a unique legal relationship with Indian tribes as set forth in the Constitution of the United States, treaties, statutes, executive orders, and court decisions, and while an Indian tribe may agree to work directly with Caltrans as part of the 36 CFR Part 800 compliance process, the FHWA and the Corps Districts remain legally responsible for government-to-government consultation with Indian tribes; and

**WHEREAS**, Caltrans, FHWA, and the Corps Districts have determined that implementation of the Program in California, including issuance of DA Permits for a Program undertaking, may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places (NRHP), hereafter referred to as historic properties, and have consulted with the California State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR § 800.14(b); and

**WHEREAS**, pursuant to the consultation conducted under 36 CFR § 800.14(b), the signatories (defined below) developed this Agreement in order to establish an efficient and effective program alternative for taking into account the effects of the Program on historic properties in California and for affording the ACHP a reasonable opportunity to comment on undertakings covered by this Agreement; and

**WHEREAS**, FHWA and Caltrans notified ~~114~~ 109 federally recognized Indian tribes with ancestral lands in California through mail and email about this proposed amended Agreement, requested their comments, and took any comments received into account; and

**WHEREAS**, Caltrans also notified ~~131~~ 70 non-federally recognized Indian tribes, groups and individuals, ~~264 individuals on the California Native American Heritage Commission contact list, and 26 Tribal Historic Preservation Officers,~~ requested their comments, and took any comments received into account; and

**WHEREAS**, Caltrans also notified ~~\_\_\_\_\_~~ 219 Certified Local Governments, ~~68~~ nine historic preservation organizations, Federal agencies with jurisdiction over lands in California, and members of the California State Association of Counties, and invited their comments on the proposed amended Agreement and took any comments received into account; and

**WHEREAS**, the First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and California Department of Transportation regarding compliance with Section 106 of the National Historic Preservation Act as it pertains to the administration of the Federal-aid Highway Program in California (~~2004~~ 2014) is superseded by this Agreement; and

**WHEREAS**, the *Programmatic Agreement regarding the Seismic Retrofit of Bridge Structures in California* among the FHWA, ACHP, SHPO and Caltrans executed in 1995 is superseded by this Agreement;

**NOW, THEREFORE**, FHWA, the SHPO, the ACHP, the Corps and Caltrans (collectively signatories) agree that the Program shall be carried out in accordance with the following stipulations in order to take into account the effects of the Program on historic properties in California and that these stipulations shall govern compliance of the Program with Section 106 of the NHPA until this Agreement expires or is terminated.

## STIPULATIONS

Caltrans, either as assigned by FHWA under the MOUs or under FHWA's authority through this Agreement, shall ensure that the following stipulations are carried out. Where FHWA's responsibilities have not been assigned to and assumed by Caltrans, FHWA, in coordination with Caltrans, shall ensure that the following stipulations are carried out.

### **I. APPLICABILITY**

A. This Agreement shall apply to all federal undertakings administered under the Program in California for which FHWA or Caltrans is the lead federal agency, including Federal-aid emergency relief projects, defined in 23 CFR Part 668 subpart A, and any DA Permits-associated with such Program undertakings.

B. The Agreement shall not apply to undertakings that occur on or affect tribal lands as defined in 36 CFR § 800.16(x) and FHWA and Caltrans shall follow the procedures in 36 CFR Part 800 unless an Indian tribe elects to become a party to this Agreement in accordance with Stipulation I.E. ~~or provides express written approval to use the Agreement for a specific undertaking.~~

C. Except as specified in the recitals above, this Agreement does not negate or supersede any agreements between FHWA or Caltrans and Indian tribes in effect at the time the Agreement is executed, nor does it negate or supersede any agreement documents executed between or among FHWA, the SHPO, the ACHP, the Corps Districts, or Caltrans pursuant to 36 CFR Part 800.

D. Other federal agencies ~~and Indian tribes~~ may issue permits and otherwise provide assistance for undertakings covered by this Agreement, including those involving federal land, and in such circumstances, Caltrans, or FHWA as appropriate, as lead federal agency may request that such agencies fulfill their NHPA Section 106 responsibilities in coordination with Caltrans or FHWA by using applicable provisions of this Agreement. Such federal agencies may designate Caltrans, or FHWA as appropriate, as lead federal agency pursuant to 36 CFR § 800.2(a)(2) to fulfill their responsibilities. Other federal agencies and Indian tribes participating in Caltrans undertakings that have not designated Caltrans or FHWA as the lead federal agency may use studies and background documentation developed by Caltrans to support their own findings and determinations under 36 CFR Part 800.

E. Should other federal agencies or Indian tribes not already party to this Agreement request in writing to participate, Caltrans will notify the signatories and invited signatories and consider the request to participate. Should the signatories agree to the request, the Agreement shall be amended following the procedures in stipulation XXIII.

F. For any Program undertaking in California that involves the need for a DA Permit(s), the Corps Districts programmatically designate FHWA as lead federal agency for compliance with Section 106 of the NHPA. This designation does not apply to Program undertakings on Federal land managed by the Corps ~~or that would alter or modify a completed Corps project pursuant to 33 USC § 408~~. Pursuant to its authority under 23 USC § 326 and 23 USC § 327, Caltrans is deemed to be the federal agency and, by this Agreement, the lead agency for Federal-aid Highway projects. Caltrans will provide summary notification documentation of compliance with this Agreement to the Corps District when applying for a DA Permit or Permission. If, for any undertaking, the Corps District should become the lead federal agency under Section 106 of the NHPA in accordance with Stipulation XIV, the Corps District shall be responsible for compliance with Section 106 of the NHPA for the permit and/or permission area within their scope of analysis. To the extent that the Corps District deems applicable, the Corps District may use studies, findings, and determinations previously completed by Caltrans to document its own findings.

## **II. DEFINITIONS**

For purposes of this Agreement, the definitions provided in 36 CFR § 800.16(a) through (y) inclusive shall apply. Additional definitions are provided below.

**Cultural Resource:** An umbrella term that encompasses any building, structure, object, site, district, element of a district, or other property that is of potential cultural significance to a consulting party or member of the public.

**Direct eEffect:** An effect that comes from the undertaking at the same time and place with no intervening cause. Direct effects can be physical, such as ground disturbance, or non-physical, such as the introduction of new visual or audible elements.

**Emergency:** Consistent with 36 C.F.R. § 800.12, a sudden or unexpected event after which an immediate undertaking is necessary to (1) protect the life, safety, or health of the public; (2) minimize the extent of damage to the highway system and facilities; (3) protect remaining highway facilities; or (4) restore essential traffic.

**Indirect eEffect:** Effects caused by the undertaking that are later in time or farther removed in distance but are still reasonably foreseeable.

**No Potential to Cause Effect:** Pursuant to 36 CFR§ 800.3(a)(1), those actions that by their nature will not result in effects to historic properties, even if one were present. FHWA defines these actions as non-construction related activities.

**Built Environment Resource:** Intact buildings, structures, objects and associated features, non-archaeological sites, and districts composed of these resources.

**Site:** The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archaeological value regardless of the value of any existing structure.

**Archaeological Site:** ~~A site that is primarily comprised of surface and/or subsurface archaeological deposits or other material remains with archaeological value. The location of past focused human activities, defined in close proximity of continuous distribution of artifacts.~~ A site that is primarily composed of surface and/or subsurface archaeological deposits, features, or other material remains.

**Cultural Site:** A site with historic, ~~or cultural,~~ or religious value independent of or in addition to other constituents. A cultural site is not dependent on the presence of archaeological materials or anthropogenic alteration of the landscape.

### **III. PROFESSIONAL QUALIFICATION STANDARDS**

All actions prescribed by this Agreement that involve the identification, evaluation, analysis, recording, treatment, monitoring, or disposition of historic properties, or that involve the reporting or documentation of such actions in the form of reports, forms, or other records, shall be carried out by or subject to the approval of Caltrans staff who meet the Professional Qualifications Standards in the appropriate discipline as set forth in **Attachment Appendix 1** to this Agreement, which satisfy the Secretary of the Interior’s (SOI) Professional Qualifications Standards for the relevant field of study. Hereinafter, such Caltrans staff shall be referred to as Professionally Qualified Staff (PQS). However, nothing in this stipulation may be interpreted to preclude FHWA or Caltrans or any agent or contractor thereof from using the services of persons who do not meet the standards, as long as their activities are overseen by Caltrans PQS in the appropriate discipline.

#### **IV. CONSULTATION WITH INDIAN TRIBES**

A. FHWA, Caltrans, the Corps, SHPO, and ACHP recognize the unique knowledge and expertise Indian tribes may possess regarding their ancestral lands [and historic properties](#) and will consider that knowledge in making determinations and findings.

B. FHWA shall retain responsibility for government-to-government consultation with Indian tribes for Program undertakings. FHWA and the Corps Districts shall retain responsibility for government-to-government consultation with Indian tribes for DA Permit applications for Program undertakings. Caltrans recognizes the government-to-government relationship between the federal government and Indian tribes and shall conduct 36 CFR Part 800 consultations in a sensitive manner respectful of tribal sovereignty.

C. In accordance with 36 CFR § 800.2(c)(2)(ii)(E), FHWA and Caltrans may enter into agreements with Indian tribes that specify how they will carry out their responsibilities with regard to tribal participation in 36 CFR Part 800 review.

D. Notwithstanding any other provision of this stipulation, FHWA, and the Corps Districts shall honor the request of any Indian tribe at any time in the 36 CFR Part 800 process for government-to-government consultation regarding an undertaking covered by this Agreement. If a tribal request for government-to-government consultation with the federal government comes to Caltrans, Caltrans shall immediately inform FHWA, or the Corps District as applicable. If any Indian tribe requests government-to-government consultation with FHWA, or the Corps District, FHWA and the applicable Corps District shall conduct the government-to-government consultation, and, if the Indian tribe agrees, involve Caltrans in that consultation process. Caltrans, however, shall continue to carry out the remainder of responsibilities under this Agreement that are not the subject of government-to-government consultation.

E. To provide for an effective and efficient consultation process, when Caltrans is deemed to be a federal agency pursuant to 23 USC § 326 and 23 USC § 327, Caltrans shall conduct 36 CFR Part 800 consultation with Indian tribes for undertakings covered by this Agreement and shall assist FHWA, and the Corps District as applicable, in project specific government-to-government consultation, if an Indian tribe does not object. Each Caltrans District Director, and when Caltrans deems it appropriate, the Caltrans Director, shall be responsible for ensuring that any Caltrans consultation with Indian tribes complies with this stipulation. [Caltrans shall consult with Indian tribes in accordance with 36 CFR Part 800 and Appendix 78 to this Agreement.](#)

- [1. In accordance with 36 CFR § 800.2\(c\), Caltrans Districts shall consult with the representatives designated or identified by the tribal government and shall commence consultation early in the project planning process in order to identify and discuss relevant preservation issues, resolve concerns about the confidentiality of information on historic properties, and allow adequate time for consideration of such concerns.](#)
- [2. Caltrans Districts have the responsibility to ensure that consultation continues with Indian tribes throughout the 36 CFR Part 800 process prescribed by this Agreement whenever such](#)

Indian tribes express a concern about an undertaking or about historic properties that may be affected by an undertaking.

3. If FHWA determines that any project-specific tribal issues or concerns will not be satisfactorily resolved by Caltrans when Caltrans is deemed to be a federal agency, then FHWA may reassume all or part of the federal responsibilities for environmental review pursuant to the MOUs.
4. Nothing shall limit the ability of Indian tribes to consult directly with parties to this Agreement when they have a concern about an undertaking or about historic properties that may be affected by an undertaking, including properties to which they might ascribe religious or cultural significance.

## **V. PARTICIPATION OF OTHER CONSULTING PARTIES AND THE PUBLIC**

### **A. Consulting Parties**

Consulting parties shall be identified pursuant to, and their participation in undertakings covered under this Agreement shall be governed by 36 CFR §§ 800.2(c)(5) and 800.3(f).

### **B. Public Involvement**

Public involvement in planning and implementation of undertakings covered by this Agreement shall be governed by FHWA's and Caltrans' environmental compliance procedures, as set forth in the Caltrans Standard Environmental Reference (SER) Environmental Handbook, Caltrans Project Development Procedures Manual, FHWA's technical advisories, ACHP guidance, and similar and subsequent guidance documents. Public involvement and the release of information shall be consistent with 36 CFR §§ 800.2(d)(1-2), 800.3(e), and 800.11(c)(1 and 3), 5 USC § 552 as amended (Freedom of Information Act), section 304 of NHPA (16 USC § 470w-3(a), and California Government Code sections 7927.000 and 7927.0005.

1. The intention to conduct 36 CFR Part 800 consultation as part of a public meeting, hearing, or other opportunity for public input held for the purposes of compliance with other federal and state laws such as NEPA or the California Environmental Quality Act must be clearly advertised in any public noticing provided for the event.

## **VI. DELEGATION OF FHWA AND CALTRANS ACTIONS UNDER THIS AGREEMENT**

### **A. Responsibility**

Consistent with the requirements of 36 CFR §§ 800.2(a) and 800.2(c)(4), Caltrans when deemed to be a federal agency, ~~and FHWA where~~ is legally responsible for ensuring that the terms of this Agreement are carried out and for all findings and determinations made pursuant to this Agreement. Where Caltrans has not assumed responsibility for environmental review and compliance, FHWA remains legally responsible for ensuring that the terms of this Agreement are carried out and for all findings and determinations made pursuant to this Agreement.

### **B. Actions under 36 CFR §§ 800.3 through 800.5**

Caltrans Districts shall carry out the following steps with respect to undertakings covered by this Agreement. Each Caltrans District Director, or where Caltrans may deem it appropriate, the



Caltrans Director, shall be responsible for ensuring that PQS in the appropriate discipline carry out the following actions:

1. Determine whether its proposed federal action is an undertaking as defined in 36 CFR § 800.16(y).
  2. Determine under 36 CFR § 800.2(a)(2) whether another federal agency is involved in the undertaking and establish lead agency.
  3. Determine under 36 CFR § 800.3(a) whether the undertaking is a type of activity that has the potential to affect historic properties.
  4. Determine under 36 CFR § 800.3(c) and (d) whether the undertaking may occur on or has the potential to affect historic properties on tribal lands as defined in 36 CFR § 800.16(x).
  5. Solicit public comment and involvement, as described in 36 CFR §§ 800.2(d), 800.3(e), and subject to confidentiality requirements of § 800.11(c).
  6. Identify additional consulting parties, including Indian tribes, as described in 36 CFR § 800.3(f), including Indian tribes, and invite them to participate in the process covered by this Agreement.
  7. Request, as appropriate, expedited consultation as described in 36 CFR § 800.3(g).
  8. Determine under 36 CFR § 800.4 the undertaking's Area of Potential Effects (APE), identify and evaluate properties within the APE in order to determine their eligibility for the NRHP, and determine whether historic properties may be affected by the undertaking.
  9. Apply the Criteria of Adverse Effect as described in 36 CFR § 800.5 and propose "No Adverse Effect with Standard Conditions" findings where imposing the standard conditions set forth in Stipulation X.B.1 will avoid adverse effects.
- C. Actions under 36 CFR §§ 800.5(b) and 800.6
1. When a Caltrans District proposes a finding of "No Adverse Effect without conditions" or a finding of "No Adverse Effect with conditions other than the Standard Conditions" set forth in Stipulation X.B.1, Caltrans shall proceed in accordance with Stipulation X.B.2.
  2. When a Caltrans District proposes a finding of "Adverse Effect," Caltrans shall proceed in accordance with Stipulation X.C.

## **VII. SCREENED UNDERTAKINGS EXEMPT FROM FURTHER REVIEW**

In consultation with the other signatories to this Agreement, FHWA and Caltrans have identified classes of undertakings that will be addressed in accordance with Attachment Appendix 2 to this Agreement. The undertakings classified in Attachment Appendix 2 as Screened Undertakings will require no further review under this Agreement when the requirements of Attachment Appendix 2 have been satisfactorily completed and it is determined that there is no potential to affect historic properties and no feature of the undertaking necessitates further review pursuant to this Agreement.

## **VIII. IDENTIFICATION AND EVALUATION OF POTENTIAL HISTORIC PROPERTIES**

### **A. APE**



Caltrans PQS shall determine and document the APE for undertakings covered by this Agreement in accordance with [Attachment Appendix 3](#) to this Agreement. Nothing in this paragraph or in [Attachment Appendix 3](#) shall preclude Caltrans from consulting with the SHPO, Indian tribes, or the applicable Corps District on determining and documenting an APE. Caltrans may establish a study area for use in conducting identification activities until an APE can formally be delineated.

#### B. Identification

Caltrans shall identify historic properties that may be located within an undertaking's APE in accordance with 36 CFR §§ 800.4(a)(2-4) and 800.4(b). Identification of historic properties should be consistent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR page 44716), the guidance in the SER Volume 2, SHPO guidance, FHWA guidance, ACHP guidance, and any other guidance, methodologies, agreements, or protocols that the signatories agree should be used to identify historic properties. Nothing in this paragraph precludes seeking consistency with any other pertinent guidance such as that provided by Indian tribes, or other federal agencies. Caltrans Districts shall make a reasonable and good faith effort to identify and consult with any affected Indian tribes to assist in identifying properties to which they may attach religious and cultural significance that may be located within an undertaking's APE or study area.

#### C. Evaluation

1. [Properties Exempt from Evaluation: Attachment Appendix 4 to this Agreement lists the properties that the signatories agree shall be exempt from evaluation provided the Caltrans PQS in the appropriate discipline determines all terms and conditions in Attachment Appendix 4 are satisfactorily met. All other identified properties shall be evaluated in accordance with Stipulation VIII.C.2.](#)
2. [Evaluating Identified Properties: Caltrans shall evaluate the historic significance of identified properties in accordance with 36 CFR § 800.4\(c\)\(1\) following the guidance in the SER Volume 2, SHPO guidance, National Register Bulletins, FHWA guidance, or any other guidance, methodologies, agreements, or protocols that the signatories agree may be used to determine whether identified properties are historic properties. During the evaluation process, Caltrans Districts shall make a reasonable and good faith effort to identify and consult with any Indian tribe on the evaluation of any identified property to which they attach religious and cultural significance, or other interested party.](#)
3. [Special Consideration for Certain Archaeological Properties: If archaeological properties within an undertaking's APE are protected from any potential effects by establishment and effective enforcement of an Environmentally Sensitive Area \(ESA\), as described in Attachment Appendix 5 to this Agreement, the signatories agree that Caltrans may consider such properties to be NRHP eligible for the purposes of that undertaking. Caltrans shall consult with Indian tribes that may attach religious or cultural significance to the historic property to determine its significance and potential for effects if the site property has values that may qualify it as NRHP eligible under Criterion A, B, or C in addition to, or instead of, Criterion D. This consideration of NRHP eligibility without formal evaluation shall](#)

not extend to other undertakings whose APE includes the [archaeological](#) property, unless through consultation Caltrans and the SHPO agree otherwise.

4. ~~Assumption~~ Consideration of Eligibility: Subject to CSO approval, Caltrans Districts may consider properties NRHP eligible for the purposes of an undertaking when special circumstances preclude their complete evaluation, such as restricted access, large property size, or limited potential for effects. Caltrans shall consult with Indian tribes that may attach religious or cultural significance to the historic property to determine the appropriate criteria for the consideration. This consideration of NRHP eligibility without formal evaluation shall not extend to other undertakings whose APE includes the [archaeological](#) property, unless through consultation Caltrans and the SHPO agree otherwise.
5. Previously Evaluated Properties: When previously evaluated properties are identified within an undertaking's APE, Caltrans PQS shall review those previous evaluations to determine whether the previous evaluations are still valid or re-evaluate as appropriate. Indian tribes shall be consulted during the review and re-evaluation process when properties to which those tribes may attach religious or cultural significance are involved. The passage of time, changing perceptions of significance, eligibility under previously unconsidered NRHP criteria, new information, incomplete or erroneous prior evaluation, and errors of fact warrant such review and may require Caltrans to re-evaluate the properties.
6. Consulting the SHPO: The Caltrans District shall submit determinations of NRHP eligibility and supporting documentation to the SHPO for comment in accordance with 36 CFR § 800.4(c)(2), with concurrent submittal to CSO. For projects where responsibilities have not been assigned to and assumed by Caltrans, the Caltrans District shall also concurrently submit the determinations and supporting documentation to FHWA.
  - a. If the SHPO has not responded to Caltrans within 30-calendar days after receipt, Caltrans may either extend the review period in consultation with the SHPO or proceed to the next step prescribed by this Agreement, based upon Caltrans' determination of NRHP eligibility. Confirmation of date of receipt as the basis for determining the 30-day review period may be provided through the SHPO database, a mail delivery receipt, or written or documented oral communication from the SHPO. If the 30-day period expires without SHPO comment or agreement to extend the review period, the Caltrans District may move forward upon notification to the SHPO and CSO via e-mail or other written communication.
  - b. Agreements or disagreements regarding the NRHP eligibility of properties shall be governed by 36 CFR § 800.4(c)(2), except that in the event of a disagreement, the Caltrans District shall promptly notify CSO, and FHWA as appropriate, whereupon the Caltrans District, CSO, the SHPO, and any Indian tribe or other consulting party shall consult to resolve the disagreement in accordance with a mutually acceptable time frame. If the disagreement is resolved, Caltrans shall proceed in accordance with those requirements of this Agreement that apply to the resolution. If the disagreement is not resolved or if a mutually acceptable time frame to resolve the disagreement is not reached, CSO shall comply with 36 CFR § 800.4(c)(2). If consultation with the Secretary of the Interior is required, CSO shall ensure that all concerns, including the views of

FHWA, the SHPO and any Indian tribe or any other consulting party, and the Corps as appropriate, are included.

7. Notifying Indian tribes: When a Caltrans District has been in consultation with an Indian tribe on the NRHP eligibility of a property, the Caltrans District shall notify the ~~Indian~~ tribe of Caltrans' eligibility determination concurrent with submittal to the SHPO and provide documentation to the ~~Indian~~ tribe, unless the ~~Indian~~ tribe has indicated it does not wish to receive such documentation.

## **IX. FINDINGS OF EFFECT**

### A. Finding of No Historic Properties Affected Pursuant to 36 CFR § 800.4(d)(1)

1. Where Caltrans has consulted with Indian tribes, or other consulting parties concerning historic properties, Caltrans shall consult with those Indian tribes or other consulting parties on the potential effects of the undertaking. Caltrans shall take their views into account in making its findings.
2. If the Caltrans District finds either that no historic properties are present, or that historic properties are present but the undertaking will have no effect on them, the Caltrans District shall document and retain records of that finding in accordance with Stipulation XVIII. The Caltrans District shall notify any consulting parties cited in Stipulation IX.A.1 of the finding and make documentation available to them unless they have indicated that they do not wish to receive such documentation. Following satisfactory completion of these steps, no further review pursuant to this Agreement is required.

### B. Finding of Historic Properties Affected

If the Caltrans District finds there are historic properties that may be affected by the undertaking, the Caltrans District shall apply the Criteria of Adverse Effect in accordance with Stipulation X.

## **X. ASSESSMENT OF EFFECTS**

### A. Application of Criteria

The Caltrans District shall apply the Criteria of Adverse Effect set forth in 36 CFR § 800.5(a)(1) to findings made pursuant to Stipulation IX.B, taking into account views provided by any Indian tribe and other consulting parties or the public. When any Indian tribe attaches religious or cultural significance to identified historic properties, the Caltrans District shall apply the criteria in consultation with those ~~Indian~~ tribes. Nothing in this stipulation shall override or supersede any federally recognized Indian tribe's ability to request government-to-government consultation with FHWA or the Corps, as described in Stipulation IV.

### B. Finding of No Adverse Effect

The Caltrans District may make a finding of "No Adverse Effect with Standard Conditions" when standard conditions that will avoid adverse effects to historic properties are imposed in accordance with ~~Attachment~~ Appendix 5 to this Agreement. The Caltrans District may propose

a finding of “No Adverse Effect” if none of the undertaking’s anticipated effects meet the Criteria of Adverse Effect under 36 CFR § 800.5(a)(1), non-standard conditions are imposed to avoid adverse effects, or when the Caltrans District has developed a plan for managing any post-review discoveries, including decision thresholds and procedures for consultation with the SHPO, that would be implemented in accordance with Stipulation XV.

1. Finding of No Adverse Effect with Standard Conditions (NAE-SC)

The Caltrans District shall submit its finding and supporting documentation to CSO for review. Where FHWA’s responsibilities for environmental review and compliance have not been assumed by Caltrans, the Caltrans District shall provide concurrent submittal to CSO and FHWA. The Caltrans District shall concurrently provide documented notification of the finding to any consulting parties that have expressed views regarding potential effects to historic properties. If within 15 days of receipt CSO or FHWA does not object to the proposed NAE-SC finding, the undertaking shall not be subject to further review under this Agreement. CSO shall provide summary notification to the SHPO of all NAE-SC findings in accordance with Stipulation XX.G(3).

- a. Environmentally Sensitive Areas (ESAs): A finding of NAE-SC-ESA is appropriate when an undertaking’s effects to historic properties, or properties considered to be eligible pursuant to Stipulation VIII.C.3 or 4, will be avoided by designation and enforcement of ESAs as described in Attachment Appendix 5 to this Agreement. Caltrans will consult with Indian tribes that attach religious or cultural significance to the property or other interested parties, if any, to determine whether an ESA will adequately protect those values without other conditions or mitigation. The results of that consultation will determine whether a NAE-SC-ESA applies.
- b. Vegetation Management ESA (VMESA): A finding of NAE-SC-VMESA is appropriate when an undertaking is limited to vegetation management for fire prevention and adverse effects to historic properties, or properties considered to be eligible pursuant to Stipulation VIII.C.4, will be avoided by designation and enforcement of VMESAs as described in Appendix 5 to this Agreement. Caltrans will consult with Indian tribes that attach religious or cultural significance to the property or other interested parties, if any, to determine whether a VMESA will adequately protect those values without other conditions or mitigation. The results of that consultation will determine whether a NAE-SC-VMESA applies.
- c. Secretary of the Interior’s Standards for the Treatment of Historic Properties (SOIS): A finding of NAE-SC-SOIS is appropriate when an undertaking’s ~~effects~~ work is limited to the rehabilitation, maintenance, repair, stabilization or alteration of the historic ~~properties may be considered to be not adverse if the work is property(ies) and is completed in a manner consistent with the SOIS (36 CFR Part 68) and carried out in accordance with Attachment~~, as described in Appendix 5 to this Agreement.
- d. Additional Standard Conditions: CSO may propose the adoption of additional standard conditions that have proven effective in avoiding adverse effects to historic properties. CSO shall provide documentation supporting the proven effectiveness to the SHPO for

review. Attachment Appendix 5 may be revised to include any new standard condition in accordance with Stipulation XX.D(2).

## 2. Finding of No Adverse Effect

- a. When Caltrans proposes a No Adverse Effect finding other than a finding of NAE-SC specified in Stipulation X.B.1, the Caltrans District shall submit its proposed finding and supporting documentation to CSO for review. If CSO agrees with the proposed finding, CSO shall consult with the SHPO pursuant to 36 CFR § 800.5(c). Where FHWA's responsibilities for environmental review and compliance have not been assumed by Caltrans, CSO shall concurrently notify FHWA of the finding. The Caltrans District shall concurrently provide documented notification of the finding to any consulting parties that have expressed views regarding potential effects to historic properties, including a request that any comments be directed to CSO, or FHWA as appropriate, within 30 days of receipt of notification.
- b. If within 30-calendar days of receipt, neither SHPO nor any consulting party objects to the "No Adverse Effect" finding, the undertaking shall not be subject to further review under this Agreement. CSO, or FHWA where FHWA's responsibilities for environmental review and compliance have not been assumed by Caltrans, and the SHPO may agree to extend the 30-day time frame for SHPO review specified in 36 CFR § 800.5(c). Confirmation of date of receipt as the basis for determining the 30-day review period may be provided through the SHPO database, a mail delivery receipt, or written or documented oral communication from the SHPO. If the 30-day period expires without SHPO comment or agreement to extend the review period, Caltrans may move forward upon notification to the SHPO via e-mail or other written communication. Disagreements or objections to a finding of "No Adverse Effect" will be addressed in accordance with Stipulation X.D.

## 3. Re-assessment of Effects

If the undertaking will not be implemented as proposed in relation to any historic property, Caltrans will re-open consultation under Stipulation X of this Agreement.

### C. Finding of Adverse Effect

1. Where adverse effects cannot be avoided pursuant to Stipulation X.B, or for any other reason, the Caltrans District shall propose to CSO a finding of "Adverse Effect" and shall submit to CSO documentation supporting the proposed finding in accordance with Stipulation XVIII.
  - a. Upon CSO's agreement with the finding, CSO shall forward the finding of "Adverse Effect" to the SHPO. Where Caltrans has not assumed responsibility for environmental review and compliance, CSO shall concurrently provide FHWA with the finding of "Adverse Effect" and supporting documentation. The Caltrans District shall provide notice of the finding to Indian tribes, and other consulting parties and interested

members of the public, as appropriate, and shall assist CSO with the resolution of adverse effects pursuant to Stipulation XI.

- b. If the SHPO has not responded to Caltrans within 30-calendar days after receipt, Caltrans, or FHWA where FHWA's responsibilities for environmental review and compliance have not been assumed by Caltrans, may either extend the review period in consultation with the SHPO or proceed to the next step prescribed by this Agreement. Documentation of date of receipt as the basis for determining the 30-day review period may be provided through the SHPO database, a mail delivery receipt, or other documented communication from the SHPO. If the 30-day period expires without SHPO comment or agreement to extend the review period, Caltrans may move forward upon notification to the SHPO via e-mail or other written communication.

~~2. When an undertaking affects archaeological properties listed in or eligible for listing in the NRHP exclusively under Criterion D of the NRHP criteria, the Caltrans District shall concurrently notify CSO, FHWA as appropriate, the SHPO, and consulting parties as appropriate, of the proposed finding of "Adverse Effect" with documentation supporting that finding in accordance with Stipulation XVIII. These parties shall have 30-calendar days following receipt of notification to comment to the Caltrans District on the proposed finding. If the 30-day period expires without SHPO comment or agreement to extend the review period, Caltrans may move forward upon notification to the SHPO via e-mail or other written communication.~~

2. Caltrans CSO shall notify the ACHP of an adverse effect finding and invite its participation in accordance with 36 CFR § 800.6(a) under any of following conditions:

- a. When the undertaking affects a National Historic Landmark. Under this condition, the CSO shall also notify the Secretary of the Interior through the National Park Service Regional NHL Program, per 36 CFR § 800.10(c).
- b. When the effects to historic properties are highly controversial or there is substantial public interest in the undertaking's effects on historic properties.
- c. When Caltrans, FHWA, as appropriate, and the SHPO are unable to reach agreement on the resolution of adverse effects.
- d. When the SHPO or another consulting party requests that the ACHP be invited to participate in consultation.

3. Caltrans shall file any Memorandum of Agreement (MOA) executed for any undertaking with the ACHP prior to proceeding with the undertaking.

#### D. Resolving Disagreements Regarding Assessment of Effects

Disagreements that may arise within the review periods established under the terms of Stipulation X shall be addressed in accordance with the process described below.

1. CSO, or FHWA where Caltrans has not assumed responsibility for environmental review and compliance, shall consult with the SHPO and/or any Indian tribe or other consulting party for no more than 30-calendar days to resolve the disagreement. If at any time during this consultation period, CSO, or FHWA as appropriate, determines that the disagreement

cannot be resolved through such consultation, CSO, or FHWA as appropriate, shall request the ACHP to review the disagreement and CSO's, or FHWA's as appropriate, proposed resolution. In addition, an Indian tribe that attaches religious or cultural significance to an identified historic property may specify the reason for its disagreement within the 30-day consultation period and directly request the ACHP to review the disagreement. Within 30-calendar days following receipt of CSO's, or FHWA's as appropriate, or an Indian tribe's request and receipt of supporting documentation, the ACHP will exercise one of the following options:

- a. Advise CSO, or FHWA as appropriate, that the ACHP concurs in the proposed response to the disagreement whereupon CSO, or FHWA as appropriate, may proceed accordingly; or
  - b. Provide CSO, or FHWA as appropriate, with recommendations, that will be taken into account in reaching a final decision regarding its response to the disagreement; or
  - c. Notify CSO, or FHWA as appropriate, that the disagreement will be referred for comment pursuant to 36 CFR § 800.7(c)(4) and proceed to refer the disagreement for comment. In this event, the Caltrans Director, or FHWA where Caltrans has not assumed responsibility for environmental review and compliance, shall take the resulting comment into account in accordance with 36 CFR § 800.7(c)(4) and Section 110(1) of the NHPA. Responsibilities under this Agreement that are not the subject of the disagreement shall remain unchanged.
1. Should the ACHP not exercise one of the foregoing options within 30-calendar days after receipt of all pertinent documentation, the agency official's responsibilities under Section 106 of the NHPA are fulfilled upon implementation of the proposed response to the disagreement.
  2. CSO, or FHWA as appropriate, shall take into account any ACHP recommendation or comment and any comments from the SHPO or any consulting party in reaching a final decision regarding the disagreement.
  3. CSO, or FHWA as appropriate, shall provide the SHPO, ACHP, and any consulting parties with a written copy of its final decision regarding resolution of any disagreement addressed hereunder. Thereafter, CSO, or FHWA as appropriate, may proceed in accordance with the terms of its resolution.
  4. CSO's, or FHWA's as appropriate, resolution of any disagreement addressed hereunder shall be conclusive.

#### **XI. RESOLUTION OF ADVERSE EFFECTS**

A. CSO, or FHWA where Caltrans has not assumed responsibility for environmental review and compliance, with the cooperation and assistance of the Caltrans District, shall consult pursuant to 36 CFR §§ 800.6(a) and 800.6(b)(1) to resolve adverse effects that may result from undertakings covered by this Agreement. The Caltrans District shall consult with the Indian tribes that ascribe religious or cultural significance to affected historic properties and other consulting parties in determining appropriate measures to resolve adverse effects. Caltrans, or



FHWA as appropriate, shall also include the ACHP as part of the consultation when the ACHP has notified the agency official that it will participate in the consultation.

~~B. When resolution of adverse effects includes proposals to conduct data recovery on historic properties, a data recovery proposal shall be developed in accordance with Attachment Appendix 6 to this Agreement.~~

B. Nothing in this Agreement shall override or supersede an Indian tribe's ability to request government-to-government consultation with FHWA or the Corps District related to possible issuance of a DA Permit for a Program undertaking as described in Stipulation IV.

C. Where FHWA's responsibilities for environmental review and compliance have not been assumed by Caltrans, FHWA retains the right to reverse at any time for reasonable cause any decision allowing Caltrans certain actions prescribed in 36 CFR § 800.6.

D. If DEA, FHWA where Caltrans has not assumed responsibilities for environmental review and compliance, the SHPO, and the Caltrans District are unable to agree on measures to resolve the adverse effects of an undertaking pursuant to this stipulation, they shall invite the ACHP to participate in the resolution process pursuant to 36 CFR § 800.6(b)(1)(v). If the involved parties agree to a resolution, they shall execute an MOA. If the involved parties fail to agree to measures to resolve the adverse effects, DEA, the SHPO, FHWA as appropriate, or the ACHP may terminate consultation pursuant to 36 CFR § 800.7(a). Upon termination, the signatories shall comply with the remaining requirements of 36 CFR § 800.7.

## **XII. PHASED APPROACH TO IDENTIFICATION, EVALUATION, AND FINDINGS OF EFFECT**

A. Consistent with 36 CFR §§ 800.4(b)(2) and 800.5(a)(3), and subject to CSO approval, the Caltrans District may approve the phasing of identification, evaluation, and application of the Criteria of Adverse Effect for undertakings covered by this Agreement. As specific aspects or locations of an alternative are refined or access gained, the Caltrans District shall proceed with the identification and evaluation of historic properties and with application of the Criteria of Adverse Effect in accordance with applicable provisions of this Agreement.

B. CSO may approve phasing when minor access restrictions preclude completion of identification efforts, evaluation of a potential historic property, and/or effects determination until after a NEPA decision document is signed but prior to implementation of the undertaking. The Caltrans District shall establish that a "No Historic Properties Affected" or "No Adverse Effect" finding is likely based on documentation of identification and evaluation efforts within the accessible portion(s) of the APE and background research on the inaccessible portion(s). In addition to the above documentation, the Caltrans District shall submit a plan for completion of identification and evaluation that includes a schedule and provisions for notification or consultation with CSO and SHPO. Consultation with SHPO on ~~this~~ the finding shall follow the process established in Stipulation X.B.2.

## **XIII. NATIVE AMERICAN HUMAN REMAINS AND RELATED CULTURAL ITEMS**

A. Treatment on Federal Lands

On federal land where the federal land managing agency has designated Caltrans lead pursuant to 36 CFR § 800.2(a)(2), if human remains and/or cultural items as defined by the Native American Graves Protection and Repatriation Act of 1979 (NAGPRA) are anticipated to be found during identification, evaluation, archaeological excavation or construction, the Caltrans District shall assist the federal land managing agency, in consultation with the appropriate Indian tribes to develop, in accordance with NAGPRA regulations 43 CFR § 10.3, the NAGPRA Plan of Action (NAGPRA POA). The NAGPRA POA outlines the consultation process and the treatment of any human remains and cultural items upon discovery.

#### B. Treatment on Non-Federal Lands

If human remains or associated items are encountered during identification, evaluation, archaeological surveys or excavations or during construction activities, Caltrans shall follow California Health and Safety Code section 7050.5 and California Public Resources Code section 5097.98. The Caltrans District shall consult with the most likely descendant(s), as identified by the California Native American Heritage Commission (NAHC), on the sensitive and dignified treatment and disposition of Native American human remains and associated items.

### **XIV. CURATION**

#### A. Collections from Federal Lands

Where the federal land managing agency has designated Caltrans lead pursuant to 36 CFR § 800.2(a)(2), ~~the Caltrans District~~ shall comply with the federal land-managing agency's curation policies ~~and make every reasonable effort to ensure that cultural materials and records resulting from excavation or surface collection pursuant to this Agreement conducted on federal lands are curated in accordance with , the regulations at 36 CFR Part 79 (Curation of Federally-owned and Administered Archaeological Collections (36 CFR Part 79))~~, or as may be stipulated in any ~~license, permit, or~~ agreement document pertaining to an undertaking covered by this Agreement.

1. Prior to applying for a federal license or permit from a Federal Land Manager for work on a cultural site that may result in the generation of a new collection, Caltrans shall consult with any Indian tribe that may ascribe cultural or religious significance to that property regarding appropriate curation protocols and the ultimate disposition of the collection. Caltrans shall communicate the results of this consultation to the Federal Land Manager for consideration in the issuance of the license or permit.
2. The Caltrans District shall ensure that CSO is notified of the curation agreement or any other agreement regarding the final disposition of the collection.
3. Native American human remains and cultural items determined in consultation with Indian tribes to be associated funerary objects, sacred objects and objects of cultural patrimony, as defined by NAGPRA, shall be prepared for disposition pursuant to NAGPRA POA and any other requirements agreed to by the federal land managing agency.

#### B. Collections from Non-Federal Lands

Prior to conducting work that may result in the generation of a new collection from a cultural site on non-federal public or privately-owned land, Caltrans District shall consult with the landowner and any Indian tribes that may ascribe religious or cultural significance to the site regarding collection protocols and the ultimate disposition of the collection. Caltrans shall make a reasonable and good faith effort to reach agreement with interested parties regarding collection protocols and the ultimate disposition of collections.

1. If ~~When~~ the decision has been made to curate, Caltrans shall ensure that cultural materials and records resulting from excavations or surface collections ~~on non-federal land~~ are curated in accordance with the Secretary of the Interior's Standards for Archaeological Documentation and the California Guidelines for the Curation of Archaeological Collections (1993), or as outlined in an agreement document ~~based on consultation~~ pertaining to the undertaking covered by this Agreement.
2. The Caltrans District shall ensure that CSO is notified of the curation agreement or any other agreement regarding the final disposition of the collection. The Caltrans District shall immediately notify CSO upon transfer of the collection to the recipient.
3. Native American human remains and associated items shall not be curated but addressed in consultation with the most likely descendent(s) designated by California's NAHC pursuant to California Public Resources Code section 5097.98. Sacred objects and objects of cultural patrimony, as defined by NAGPRA, shall not be curated but addressed in consultation with Indian tribes, consistent with 43 CFR § 10.3.

## **XV. POST-REVIEW DISCOVERIES**

### **A. Planning for Subsequent Discoveries**

When Caltrans' identification efforts in accordance with Stipulation VIII.B indicate that historic properties are likely to be discovered during implementation of an undertaking, the Caltrans District shall include in any finding of No Adverse Effect or MOA a plan for treatment of such properties, should they be discovered. The Caltrans District shall consult with any Indian tribe that may attach religious or cultural significance to potentially affected properties, or any other consulting party that may have a demonstrated interest in potentially affected properties, and take their concerns into account in developing, modifying, and implementing the plan. The plan will be implemented as originally proposed, or modified as necessary as a result of the occurrences and the nature and extent of the properties discovered.

### **B. Discoveries Without Prior Planning**

1. If a plan for subsequent discoveries is not in place and an undertaking affects a previously unidentified property or affects a known historic property in an unanticipated manner, the Caltrans District shall promptly stop construction activity in the vicinity of the property and implement all reasonable measures needed to avoid, minimize, or mitigate further harm to the property.
2. Within 48 hours of the discovery, the Caltrans District shall assess the discovery and, if determined to be potentially eligible, provide initial notification to CSO, the SHPO, FHWA where responsibility for environmental review has not been assigned, any Indian tribe that

might attach religious or cultural significance to the affected property, the federal agency if federal lands are involved and the federal agency has designated Caltrans lead pursuant to 36 CFR § 800.2(a)(2), the Corps District if within a DA Permit area, or any other consulting party that may have a demonstrated interest in potentially affected properties. Notification shall include, to the extent such information is available: description of the nature and extent of the property or properties, assessment of NRHP eligibility of any properties, the type and extent of any damage to the property, the proposed action, any prudent and feasible treatment measures that would take any effects into account, and a request for comments. Caltrans may furnish this information through correspondence, hard copy, electronic media, telephone, or meetings, at its discretion taking into account the capabilities of the consulting parties and must document this process for the administrative record. Caltrans may assume eligibility of any potentially affected property and proceed with the provisions of this sub-part.

3. Should any of the notified parties respond with comments within 72 hours of the initial notification of the discovery or indicate that they wish to be involved in resolving the situation, the Caltrans District shall take into account their comments or continue consultation with any commenting parties. Caltrans shall provide any remaining information specified in subpart 2, above, as it becomes available. The Caltrans District shall determine the time frame for any further consultation, taking into account the qualities of the property, consequences of construction delays, and interests of consulting parties. Following the conclusion of any further consultation, Caltrans shall take all comments received into account and may carry out actions to resolve any effects. Failure of any notified party to respond within 72 hours of the notification shall not preclude Caltrans from proceeding with their proposed actions.
4. If a National Historic Landmark is affected, the Caltrans District shall include the Secretary of the Interior and the ACHP in the notification process.

#### **XVI. EMERGENCY SITUATIONS**

A. Pursuant to 36 CFR § 800.12(d), this stipulation applies only to undertakings that will be implemented within 30-calendar days after the disaster or emergency, as defined in Stipulation II,II, has been formally declared. The President, California Governor, Caltrans Director or District Director may declare an emergency situation exists. Caltrans may request an extension of the period of applicability from the SHPO prior to the 30-days. Caltrans shall follow Stipulations VII through XI for all undertakings to be initiated more than 30-days following declaration of an emergency unless an extension has been approved by SHPO.

B. The Caltrans District PQS shall determine whether the emergency undertaking has the potential to affect historic properties. If historic properties are likely to be affected by the emergency undertaking, the Caltrans District shall notify as soon as is feasible CSO, the SHPO, FHWA where responsibilities have not been assumed, and any Indian tribes that might attach religious or cultural significance to the affected property and afford them an opportunity to comment within seven calendar days of the notification. If the emergency undertaking may affect a National Historic Landmark, the Caltrans District PQS shall also notify the Secretary of the Interior through the National Park Service Regional NHL Program. Notification shall include,

to the extent such information is available: description of the nature and extent of the property or properties, assessment of NRHP eligibility of any properties, the type and extent of any damage to the property, the proposed action, any prudent and feasible treatment measures that would take any effects into account, and a request for comments. If the Caltrans District determines that circumstances do not permit seven days for comment, the Caltrans District shall notify the parties and invite any comments within the time available.

**C. Large-Scale Emergency Procedures.** When a disaster or emergency situation exists across multiple Caltrans Districts, counties, or local agency jurisdictions, CSO may at its discretion provide a blanket emergency procedures notification to the SHPO for work that will begin within 30 days of the formal emergency declaration. The blanket notification will reference the applicable emergency declaration and identify the affected counties and Caltrans Districts. The Cultural Studies Office may request an extension of the period of applicability from the SHPO prior to the 30-days. The Cultural Studies Office, in consultation with the SHPO, may establish alternate methods of SHPO notification for individual emergency undertakings covered under the blanket notification.

1. Unless determined otherwise through consultation with the SHPO, the Caltrans District responsible for individual emergency undertakings under the blanket notification shall inform CSO, the SHPO, FHWA where responsibilities have not been assumed, and any Indian tribes that might attach religious or cultural significance to the affected property and afford them an opportunity to comment within seven calendar days of the notification. Notification shall include, to the extent such information is available: description of the nature and extent of the property or properties, assessment of NRHP eligibility of any properties, the type and extent of any damage to the property, the proposed action, any prudent and feasible treatment measures that would take any effects into account, and a request for comments. If the Caltrans District determines that circumstances do not permit seven days for comment, the Caltrans District shall notify the parties and invite any comments within the time available.

D. The Caltrans District shall provide the SHPO, CSO, and any additional consulting parties, including the Corps District if a DA Permit is required, a narrative report documenting the actions taken in accordance with this expedited consultation process within six (6) months following the initiation of expedited consultation.

## **XVII. LOCAL BRIDGE SEISMIC SAFETY RETROFIT PROGRAM**

In 1995, FHWA, Caltrans, SHPO and ACHP entered into a Programmatic Agreement to programmatically implement compliance with Section 106 of the NHPA under the California Seismic Retrofit of Bridge Structures Program, which is considered an emergency program. Since the implementation of the Seismic Retrofit Programmatic Agreement, the State-owned bridges and toll bridges have been retrofitted, but the Local Bridge Seismic Safety Retrofit Program is still in effect. In that the federal regulations at 36 CFR Part 800 have changed since 1995, the Seismic Retrofit Programmatic Agreement is superseded by this Agreement and the relevant provisions that provide for expedited compliance are updated to comply with the current regulations in 36 CFR Part 800 and incorporated as **Attachment Appendix 6-7** to this

Agreement. Caltrans shall follow applicable stipulations in this Agreement to determine the seismic retrofit project's potential to affect historic properties. This stipulation will remain in effect until CSO notifies the SHPO, the ACHP and other consulting parties that all actions under the Local Bridge Seismic Safety Retrofit Program have been completed or this Agreement is terminated.

### **XVIII. DOCUMENTATION**

- A. All documentation that supports findings and determinations made under this Agreement shall be consistent with 36 CFR § 800.11 and ~~attachments~~ **Appendices** to this Agreement, shall be peer-reviewed by Caltrans PQS in the appropriate discipline, and shall be in accordance with the SER Volume 2 and its subsequent revisions or editions.
- B. Documentation prepared by local agencies or their consultants in support of such findings shall be submitted to the Caltrans District for review and approval by Caltrans PQS in the appropriate discipline. The Caltrans District shall transmit all documentation cited herein to CSO, FHWA, and/or the SHPO as stipulated by this Agreement. The Caltrans District shall not transmit to CSO, FHWA, the SHPO, and/or any consulting party any documentation that has not been reviewed and approved by Caltrans PQS in the appropriate discipline.
- C. All documentation prepared under this Agreement shall be kept on file at Caltrans District offices and made available to consulting parties and the public as stipulated by this Agreement, consistent with applicable confidentiality requirements.

### **XIX. TRAINING REQUIREMENTS**

CSO shall, with the assistance of FHWA, the ACHP, and the SHPO, provide training for Caltrans personnel relative to implementation of this Agreement and 36 CFR Part 800. Caltrans PQS responsible for making, reviewing, or approving findings and determinations made under this Agreement and 36 CFR Part 800 shall receive such training prior to being certified as PQS in the appropriate discipline and prior to implementing activities under this Agreement, and shall receive periodic refresher training as determined by CSO and SHPO. Caltrans Districts shall work with their consultants and local governments to identify areas where training can improve performance under this Agreement and CSO shall work with the Caltrans Districts to make such training available, subject to funding availability. CSO and Caltrans Districts, in consultation with the SHPO, shall identify needs and provide training to project management responsible for undertakings under this program.

### **~~XX. ADMINISTRATIVE STIPULATIONS<sup>2</sup>~~**

### **XX. RESOLVING OBJECTIONS**

- A. Should any signatory object in writing to Caltrans, or FHWA when it is the agency official, regarding the manner in which the terms of this Agreement are carried out, Caltrans or FHWA

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<sup>2</sup> Note: ACHP requested we put the Administrative Stipulations into individual stipulations.

will immediately notify the other signatories and invited signatories of the objection and proceed to consult with the objecting party to resolve the objection. Caltrans or FHWA will honor the request of any other signatory to participate in the consultation and will take any comments provided by such parties into account. Caltrans or FHWA as appropriate shall establish a reasonable time frame for such consultation.

B. If the objection is resolved through consultation, Caltrans or FHWA may authorize the disputed action to proceed in accordance with the terms of such resolution.

C. If after initiating such consultation, Caltrans or FHWA determines that the objection cannot be resolved through consultation, Caltrans, or FHWA shall forward all documentation relevant to the objection to the ACHP, including Caltrans' or FHWA's proposed response to the objection. Within 30-calendar days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

1. Advise Caltrans or FHWA that the ACHP concurs in Caltrans' or FHWA's proposed response to the objection, whereupon Caltrans or FHWA will respond to the objection accordingly; or
2. Provide Caltrans or FHWA with recommendations, which Caltrans or FHWA shall take into account in reaching a final decision regarding its response to the objection; or
3. Notify Caltrans or FHWA that the objection will be referred for comment consistent with 36 CFR § 800.7(a)(4) and proceed to refer the objection for comment. In this event, Caltrans or FHWA shall take the resulting comments into account consistent with 36 CFR § 800.7(c)(4). Caltrans responsibilities under this Agreement that are not the subject of the disagreement shall remain unchanged.

D. Should the ACHP not exercise one of the foregoing options within 30 days after receipt of submitted pertinent documentation, the agency official's responsibilities under Section 106 of the NHPA are fulfilled upon implementation of the proposed response to the objection.

E. Caltrans or FHWA shall take into account any ACHP recommendation or comment and any comments from the other signatories and invited signatories to this Agreement in reaching a final decision- regarding the objection. Caltrans' or FHWA's responsibility to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

F. Caltrans or FHWA shall provide all other signatories and invited signatories to this Agreement with a written copy of its final decision regarding any objection addressed pursuant to Stipulation XX.A.

G. Caltrans or FHWA may authorize any action subject to objection under items 1-6 of Stipulation XX.A to proceed, provided the objection has been resolved in accordance with the terms of items 1-6 of Stipulation XX.A.

## **XXI. PUBLIC OBJECTION**

At any time during implementation of the terms of this Agreement, should any member of the public raise an objection in writing pertaining to such implementation to any signatory to this Agreement, that party shall immediately notify Caltrans. Caltrans shall immediately notify the other signatory parties in writing of the objection. Any signatory may choose to comment on



the objection to Caltrans. Caltrans shall establish a reasonable time frame for this comment period. Caltrans shall consider the objection, and in reaching its decision, Caltrans will take all comments from the other parties into account. Within 15-calendar days following closure of the comment period, Caltrans will render a decision regarding the objection and respond to the objecting party. Caltrans will promptly notify the other parties of its decision in writing, including a copy of the response to the objecting party. Caltrans' decision regarding resolution of the objection will be final. Following issuance of its final decision, Caltrans may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision.

## **XXII. EXCLUSIONARY PROVISION**

### **A. Probation**

1. The DEA Chief may place an individual Caltrans District, Division, Office, or Branch on probation at the request of the CSO Chief in consultation with the Office of Historic Preservation (OHP) Review and Compliance Unit Supervisor. Probation means loss of specific authority delegated under the Agreement, as determined by the CSO Chief in consultation with the OHP Review and Compliance Unit Supervisor. Probation may result from a pattern of compliance deficiencies identified during CSO and OHP project review or an agreement review or annual report, or failing to maintain the PQS necessary to implement the provisions of the Agreement. Examples of deficient compliance actions that may be cause for probation include, but are not limited to, inappropriate APE delineation, inappropriate application of the screening process, insufficient identification efforts resulting in post-review discovery, ESA violations and inadequate consultation efforts.
2. The DEA Chief shall provide written notice of probationary action to the administrative unit losing authority and the SHPO. The DEA Chief, in consultation with the CSO Chief, the OHP Review and Compliance Unit Supervisor, and appropriate level Caltrans District representative (Director, Deputy, Office Chief or Branch Chief), will develop and approve a Plan of Corrective Action (POCA) to be implemented by the Caltrans District, Division, Office or Branch. The POCA will describe the deficiencies, provide a corrective plan specific to the identified deficiencies, indicate the duration of probation and provide performance or reporting criteria to document improvement. Upon expiration of the probation, the DEA Chief, in consultation with the above parties, shall determine whether the POCA has been adequately implemented and the deficiencies corrected. CSO and the OHP Review and Compliance Unit may perform program reviews to ensure compliance with the POCA. Failure to correct the deficiencies or identification of additional deficiencies during the term may result in extension of the POCA with or without additional restrictions, suspension, or removal from the Agreement.

### **B. Suspension**

1. The DEA Chief may suspend an individual Caltrans District, Division, Office, or Branch at the request of the CSO Chief in consultation with the OHP Review and Compliance Unit Supervisor. Suspension may result from failure to successfully correct the deficiencies that resulted in placement on probation or suspension may be immediate if the DEA Chief

determines the violations were egregious, such as numerous ESA violations where cultural resources historic properties were impacted. Suspension means substantial or total loss of authority delegated under the Agreement. CSO review and approval of specified compliance actions under the Agreement will be required.

2. The DEA Chief, in consultation with the CSO Chief, the OHP Review and Compliance Unit Supervisor, and appropriate level Caltrans District representative (Director, Deputy, Office Chief, Branch Chief), will approve a POCA to be implemented by the Caltrans District, Division, Office or Branch. The POCA will describe the deficiencies, provide a corrective plan specific to the identified deficiencies, indicate the duration of suspension and provide performance or reporting criteria to document improvement. Upon expiration of the suspension, the DEA Chief, in consultation with the above parties, shall determine whether the POCA has been adequately implemented and the deficiencies corrected. Failure to correct the deficiencies or identification of additional deficiencies during the term may result in extension of the POCA with or without additional restrictions, or removal from the Agreement.

C. Removed Status

1. At the request of the DEA Chief, in consultation with the SHPO and the Caltrans District Director, the Caltrans Director may remove an individual Caltrans District, Division, Office or Branch from the Agreement based on failure to successfully comply with a POCA or for additional egregious non-compliance actions beyond the scope, but within the term of an existing POCA. Removal from the Agreement will require all Section 106 of the NHPA compliance documents to route through CSO who will consult with the SHPO, as appropriate, under 36 CFR Part 800.
2. A POCA, to be developed in conjunction with but not necessarily prior to the removal, will specify the term of removal and a pathway to restoration. The pathway to restoration will likely proceed back through suspension and probation prior to regaining full status.

**XXIII. AMENDMENT**

A. Any signatory and/or invited signatory to this Agreement may at any time propose amendments to this Agreement or its appendices, whereupon all signatories and invited signatories shall consult to consider such amendment. This Agreement may be amended only upon written concurrence of all signatories.

~~B. Each Attachment Appendix to this Agreement may be individually revised or updated through consultation and agreement in writing of the signatories without requiring amendment of the Agreement unless the signatories through such consultation decide otherwise. Upon revising any Attachment Appendix or appendix, Caltrans shall append any revised document to this Agreement and share the final revised document to the other parties to this Agreement.~~

**XXIV. CORPS DISTRICT WITHDRAWAL FROM THIS AGREEMENT**

If at any time a Corps District disagrees with the manner in which the terms of an individual undertaking or the terms of this Agreement are carried out, the Corps District may object in

writing to DEA. DEA shall follow Stipulation XX.A in resolving the objection. Caltrans responsibility to carry out all actions under this Agreement not the subject of objection shall remain unchanged. If the Corps District and Caltrans are unable to come to agreement, the Corps District may withdraw from participation in an individual undertaking or from this Agreement entirely upon 30-days written notification to all signatories, leaving the Agreement in full force and effect for Program undertakings.

#### **XXV. TERMINATION**

- A. Only the signatories may terminate this Agreement. If this Agreement is not amended as provided for in Stipulation XX.D, or if any signatory proposes termination of this Agreement for other reasons, the signatory proposing termination shall notify the other signatories and invited signatories in writing, explain the reasons for proposing termination, and consult with the other parties 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, invited signatories, and concurring parties in writing.
- D. Beginning with the date of termination, Caltrans or FHWA shall ensure that until and unless a new agreement is executed for the actions covered by this Agreement, such undertakings shall be reviewed individually in accordance with 36 CFR §§ 800.4-800.6.

#### **XXVI. REVIEW AND REPORTING**

- A. DEA, FHWA, SHPO, the Corps Districts, and ACHP may review activities carried out pursuant to this Agreement. Caltrans Districts shall facilitate this review by compiling specific categories of information to document the effectiveness of the Agreement and by making this information available to DEA, FHWA, SHPO, Corps Districts, and ACHP in the form of a written report. Categories of information shall include, but are not limited to, a summary of actions taken under the Agreement, including all findings and determinations, accomplishments, public objections, any corrective actions implemented under Stipulation XX.C, ESA violations, inadvertent effects, or foreclosures. The range and type of information included by Caltrans Districts in the written report and the manner in which this information is organized and presented must be such that it facilitates the ability of the reviewing parties to assess accurately the degree to which this Agreement and its manner of implementation constitute an efficient and effective program alternative under 36 CFR § 800.14, and to determine whether this Agreement should remain in effect, and if so, whether and how it should be improved through appropriate amendment.
- B. CSO shall prepare an annual written report of activities performed under this Agreement for its duration, unless the signatories agree to amend the reporting schedule. The initial report shall be prepared following completion of the first full State fiscal year under this Agreement.

CSO shall submit the annual reports to the SHPO, FHWA, Corps Districts, and the ACHP no later than three (3) months following the end of the State fiscal year.

C. In accordance with Stipulation X.B.1, CSO shall provide a quarterly report to the SHPO summarizing findings of No Adverse Effect with Standard Conditions, and include FHWA for undertakings where FHWA has retained responsibility for environmental review and compliance. After the first year of this Agreement, the SHPO and CSO shall consult to determine if the reporting period should be modified and determine a new schedule. The reporting period may be modified without requiring amendment of the Agreement.

D. CSO shall provide notice to the public that the annual report is available for public inspection and ensure that potentially interested members of the public are made aware of its availability and that the public may comment to the signatories on the report.

E. At the request of any other signatory to this Agreement, CSO shall ensure that one or more meetings are held to facilitate review of, and comment on, the report to address questions, issues, or adverse comments.

F. In conjunction with the review of the reports prepared by Caltrans pursuant to this stipulation, the signatories and invited signatories may consult to review the overall effectiveness and benefits of the Agreement, determine if its requirements are being met, decide if amendments to the Agreement are warranted, review the reporting format and categories for adequacy, and identify any other actions that may be needed in order to take into account the effects of the Program on historic properties in California.

## **XXVII. CONFIDENTIALITY**

All parties to this Agreement acknowledge that information about historic properties, prospective historic properties, or properties considered historic for purposes of this Agreement are or may be subject to the provisions of NHPA section 304, 36 CFR § 800.11(c), and California Government Code section ~~6254.10~~ 7927.000 and ~~6254(r)~~ 7927.005 (California Public Records Act), relating to the disclosure of sensitive information, and having so acknowledged, will ensure that all actions and documentation prescribed by this Agreement are, where necessary, consistent with the requirements of NHPA section 304, 36 CFR § 800.11(c), 5 USC § 552 as amended (Freedom of Information Act), and California Government Code section ~~6254.10~~ 7927.000 and ~~6254(r)~~ 7927.005.

## **XXVIII. DURATION OF THIS AGREEMENT**

This Agreement shall remain in effect for a period of ten (10) years after the date it takes effect and shall automatically expire and have no further force or effect at the end of this ten-year period unless it is terminated prior to that time. No later than 18 months prior to the expiration date of the Agreement, Caltrans shall initiate consultation to determine if the Agreement should be allowed to expire automatically or whether it should be extended for an additional term, with or without amendments, as the signatories may determine. Unless the signatories unanimously agree through such consultation on an alternative to automatic expiration of this

Agreement, this Agreement shall automatically expire and have no further force or effect in accordance with the timetable stipulated herein.

**XXIX. EFFECTIVE DATE OF THIS AGREEMENT AND OF ADDITIONAL ATTACHMENTS  
APPENDICES AND AMENDMENTS**

This Agreement shall take effect January 1, ~~2004~~ 2014, following execution by FHWA, the SHPO, the ACHP, and Caltrans. Additional ~~attachments~~ Appendices or amendments to this Agreement shall take effect on the dates they are fully executed by FHWA, the SHPO, the ACHP, and Caltrans.

Execution and implementation of this Agreement evidence that FHWA, Caltrans, when it is deemed to be a federal agency, and the Corps have afforded the ACHP a reasonable opportunity to comment on the Program and its individual undertakings in California, that FHWA, Caltrans and the Corps have taken into account the effects of the Program and its individual undertakings on historic properties, and that FHWA, Caltrans and the Corps have complied with Section 106 of the NHPA and 36 CFR Part 800 for the Program and its individual undertakings.

**SECOND AMENDED**  
**PROGRAMMATIC AGREEMENT AMONG THE FEDERAL HIGHWAY ADMINISTRATION, THE**  
**ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CALIFORNIA STATE HISTORIC**  
**PRESERVATION OFFICER, THE UNITED STATES ARMY CORPS OF ENGINEERS, AND THE**  
**CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING COMPLIANCE WITH SECTION**  
**106 OF THE NATIONAL HISTORIC PRESERVATION ACT, AS IT PERTAINS TO THE**  
**ADMINISTRATION OF THE FEDERAL-AID HIGHWAY PROGRAM IN CALIFORNIA**

~~**FEDERAL HIGHWAY ADMINISTRATION FIRST AMENDED**~~  
~~**PROGRAMMATIC AGREEMENT AMONG THE FEDERAL HIGHWAY ADMINISTRATION, THE**~~  
~~**ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CALIFORNIA STATE HISTORIC**~~  
~~**PRESERVATION OFFICER, AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**~~  
~~**REGARDING COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION**~~  
~~**ACT, AS IT PERTAINS TO THE ADMINISTRATION OF THE FEDERAL-AID HIGHWAY PROGRAM IN**~~  
~~**CALIFORNIA**~~

**SIGNATORY PARTIES**

Federal Highway Administration

By: \_\_\_\_\_ Date: \_\_\_\_\_

Vincent Mammano, California Division Administrator

California State Historic Preservation Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_

Julianne Polanco, State Historic Preservation Officer

Advisory Council on Historic Preservation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Reid Nelson, Acting Executive Director

California Department of Transportation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Tony Tavares, Director

~~**FIRST AMENDED  
PROGRAMMATIC AGREEMENT AMONG THE FEDERAL HIGHWAY  
ADMINISTRATION, THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING COMPLIANCE  
WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT, AS IT  
PERTAINS TO THE ADMINISTRATION OF THE FEDERAL AID HIGHWAY  
PROGRAM IN CALIFORNIA**~~

**SECOND AMENDED  
PROGRAMMATIC AGREEMENT AMONG THE FEDERAL HIGHWAY ADMINISTRATION, THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CALIFORNIA STATE HISTORIC  
PRESERVATION OFFICER, THE UNITED STATES ARMY CORPS OF ENGINEERS, AND THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING COMPLIANCE WITH SECTION  
106 OF THE NATIONAL HISTORIC PRESERVATION ACT, AS IT PERTAINS TO THE  
ADMINISTRATION OF THE FEDERAL AID HIGHWAY PROGRAM IN CALIFORNIA**

**INVITED SIGNATORY PARTIES:**

**United States Army Corps of Engineers**

United States Army Corps of Engineers, Sacramento District

By: \_\_\_\_\_ Date: \_\_\_\_\_

Michael J. Farrell, P.E.  
Colonel, US Army  
Commander / District Engineer

United States Army Corps of Engineers, Los Angeles District

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kimberly M. Colloton, PMP  
Colonel, US Army  
Commander and District Engineer

United States Army Corps of Engineers, San Francisco District

By: \_\_\_\_\_ Date: \_\_\_\_\_

John K. Baker, P.E. Lieutenant Colonel, US Army Commander / District Engineer



**SECOND AMENDED  
PROGRAMMATIC AGREEMENT AMONG THE FEDERAL HIGHWAY ADMINISTRATION, THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CALIFORNIA STATE HISTORIC  
PRESERVATION OFFICER, THE UNITED STATES ARMY CORPS OF ENGINEERS, AND THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING COMPLIANCE WITH SECTION  
106 OF THE NATIONAL HISTORIC PRESERVATION ACT, AS IT PERTAINS TO THE  
ADMINISTRATION OF THE FEDERAL-AID HIGHWAY PROGRAM IN CALIFORNIA**

**CONCURRING PARTIES:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief, Division of Environmental Analysis

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief, Cultural Studies Office

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 1 District Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 2 District Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 3 District Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 4 District Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 5 District Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 6 District Director

**SECOND AMENDED  
PROGRAMMATIC AGREEMENT AMONG THE FEDERAL HIGHWAY ADMINISTRATION, THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CALIFORNIA STATE HISTORIC  
PRESERVATION OFFICER, THE UNITED STATES ARMY CORPS OF ENGINEERS, AND THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING COMPLIANCE WITH SECTION  
106 OF THE NATIONAL HISTORIC PRESERVATION ACT, AS IT PERTAINS TO THE  
ADMINISTRATION OF THE FEDERAL-AID HIGHWAY PROGRAM IN CALIFORNIA**

**CONCURRING PARTIES:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 7 District Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 8 District Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 9 District Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 10 District Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 11 District Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District 12 District Director

**APPENDICES**