undertaking
#2010-1232

PROGRAMMATIC AGREEMENT AMONG THE BUREAU OF LAND MANAGEMENT, THE SOUTHERN CALIFORNIA EDISON COMPANY, THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND THE NEVADA STATE HISTORIC PRESERVATION OFFICER REGARDING THE MANAGEMENT OF HISTORIC ELECTRIC POWER CONVEYANCE SYSTEMS IN THE STATES OF CALIFORNIA AND NEVADA

WHEREAS, the Southern California Edison Company (hereinafter, "SCE") holds and applies for right-of-way (ROW) grants and permits on public lands managed by the Bureau of Land Management in California and Nevada (hereinafter, "the BLM") in accordance with the Federal Land Policy and Management Act (P.L. 940-579, as amended; hereinafter, "FLPMA") for the purpose of constructing, operating, maintaining, modifying, or replacing electrical power distribution and conveyance facilities, some of which are included in or may be eligible for inclusion in the National Register of Historic Places (hereinafter, "historic properties" and "the NRHP"); and

WHEREAS, the BLM considers requests to grant a ROW or issue permits to other applicants for actions which may require the modification, removal, or replacement of electric power conveyance systems and related facilities owned by SCE and other historic properties that may be affected by such Undertakings; and

WHEREAS, the BLM has determined that the modification, removal, or replacement of electric power conveyance systems and related facilities owned by the SCE located on BLM lands or subject to BLM approval is an "Undertaking" as defined in 36 CFR 800.16(y) requiring a ROW grant or Federal permit , which are Federal actions as described at 36 CFR 800.3(a), which may result in similar, redundant, and repeated types of adverse effects on electric power conveyance facilities that are historic properties owned by SCE; and

WHEREAS, this Programmatic Agreement (Agreement) provides a programmatic approach that effectively, efficiently, and consistently takes into account the effects of Undertakings on electric power conveyance facilities that are historic properties and the background and intent of the Agreement are further described in Appendix A; and

WHEREAS, the BLM has consulted with the California and Nevada State Historic Preservation Officers (SHPO), to participate in consultation to resolve the potential adverse effects of an Undertaking on historic properties and the BLM chooses to continue its assessment of an Undertaking's potential adverse effect and resolve any such effect through the implementation of this Agreement; and

WHEREAS, in accordance with regulations at 36 CFR 800.14(b)(3), the BLM has notified and invited the Advisory Council on Historic Preservation (hereinafter, "ACHP") per 36 CFR 800.6(a)(1)(C) to participate in consultation to resolve the potential effects of an Undertaking on Historic Properties, and as per their letter dated December 14, 2009, the ACHP has elected not to participate in this Agreement; and

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

WHEREAS, SCE maintains a document and photographic archive at the Huntington Museum, Pasadena, California, which provides documentation and curation of SCE records and demonstrates SCE's commitment to preservation of historic records about historic projects and infrastructure; and

WHEREAS, the stipulations of this Agreement shall be appended to and made a part of any BLM Environmental Impact Statement/Record of Decision authorizing any Undertaking including but not limited to other Programmatic or Memorandum of Agreements that intends to use this Agreement to resolve adverse effects to historic properties that are the subject of this Agreement; and

NOW, THEREFORE, the BLM and the California and Nevada State Historic Preservation Officers (hereinafter, "Signatories) and the SCE, as an Invited Signatory, agree that Undertakings shall be implemented in accordance with the following stipulations in order to take into account the effects on historic properties.

STIPULATIONS

BLM agrees to ensure the following stipulations are carried out:

I. DEFINITIONS

The definitions found at 36 CFR 800.16 apply throughout this Agreement except where another definition is offered as follows:

"Related undertaking" or **"related project"** is an Undertaking requiring the grant of a ROW or issuance of a permit by the BLM to an applicant other than SCE that may require the modification or replacement of components of electric power conveyance systems which may be historic properties owned or managed by SCE.

"Consulting parties" means collectively the Signatories and Invited Signatories to this Agreement, without implying any change regarding the authorities of any of those parties to amend or terminate this Agreement.

"Cultural resources" refers to an object or location of human activity, occupation, or use identifiable through field inventory, historical documentation, or oral evidence. Cultural resources are prehistoric, historic, archaeological, or architectural sites, structures, buildings, places, or objects and definite locations of traditional cultural use by specified social and/or culture groups. Cultural resources include the entire spectrum of resources, from artifacts to cultural landscapes, without regard to eligibility for inclusion in the NRHP.

"Electric power conveyance facilities" refers to transmission power lines that typically carry at least 115 kV of electricity, sub-transmission lines that convey between 66 and 115 kV, distribution lines that carry less than 66 kV, and substations/switching stations that serve all three levels of power transmission. Electric power conveyance facilities include the wood poles and lattice steel towers, H-frame structures (of wood or steel construction) and any other types of poles or towers that support the electrical lines above the ground, and substations, buildings, other types of structures or objects that contribute to the physical transmission, or delivery of electrical power.

"Invited Signatories" include consulting parties (e.g., SCE) who have responsiblities within the consultation process described in this Agreement. Invited Signatories have the same rights with regard to seeking amendments or termination of this Agreement as the other Signatories.

"Right-of-Way" or **"Right-of-Way Corridor"** (ROW) is as defined in FLPMA (Section 501 [43 U.S.C. 1761], "Grant, Issue or Renewal of Rights-of-Ways" and 503 [43 U.S.C. 1763], "Right-of-Way Corridors", respectively), and means an area of land designated by a federal land management agency for use by by a grantee for the construction, operation and maintenance of a project.

"Signatories" refers to the BLM and the SHPOs. Signatories have responsiblities within the consultation process described in this Agreement. Signatories have the sole authority to execute, amend or terminate this Agreement.

II. SCOPE OF THIS AGREEMENT

a) Unless otherwise agreed to by the consulting parties through the process described in Stipulation XII, this Agreement will apply only to:

   i) elements of SCE electric power conveyance facilities located on lands managed by the BLM, unless the Federal action extends to non-Federal lands where an Undertaking lacks independent utility.

   ii) the identification and treatment of adverse effects to certain types of electric power conveyance facilities associated with SCE electric power systems included in, or eligible for inclusion in the NRHP, including lattice steel towers, H-frame structures (of wood or steel construction), wood poles, and associated substation/switching stations that are contributing elements to historic properties. This Agreement does

not include buildings, structures or objects not associated with electric power conveyance systems, or archaeological sites unless they are components of or the remains of components of an electric power conveyance facility; and

b) The treatment measures prescribed in this Agreement shall supersede any other prior Programmatic Agreement or Memorandum of Agreement that might otherwise be applicable to the treatment of adverse effects to the historic properties subject to this Agreement.

c) The terms of this Agreement may be used to resolve the specific adverse effects described in this Agreement for a Undertaking proposed by SCE, or in consultation with SCE, another Applicant whose Undertaking may have an adverse effect on an SCE electric power conveyance facility.

i) This Agreement may stand alone to resolve the effects for an Undertaking where adverse effects to a component of an SCE electric power conveyance facility are the only effects to be resolved.

ii) This Agreement may be referenced or included as an appendix to another Agreement to resolve the effects for an Undertaking where adverse effects to a component of an SCE electric power conveyance facility is not the only effect to be resolved.

III. AREA OF POTENTIAL EFFECTS

a) The Area of Potential Effect (APE) is defined as the total geographic area or areas within which the undertaking may directly or indirectly cause alterations in the character or use of historic properties per 36 CFR 800.16(d).

i) The APE is limited to those elements of SCE's electric power conveyance facilities which contain historic properties subject to this Agreement that could sustain direct and indirect physical effects as a result of the undertaking.

(1) Direct effects may result from the modification, removal, or replacement of electric power conveyance facilities.

(a) Where modification, removal or replacement of multiple electric power conveyance facilities may occur, the APE shall be defined in a manner to consider effects to a historic landscape embodied by the facilities.

(2) Indirect effects may result from alterations in the character or use of an electric power conveyance facility or a historic landscape of which an electric power conveyance facility is a component.

(a) Where introduction of visual, auditory, or atmospheric elements diminish the integrity of a property's significant historic features.
(b) Where removal of an electric power conveyance facility diminish the integrity of values that define a historic landscape.

ii) The APE may be amended by written agreement of the Signatories, in consultation with SCE.

IV. ROLES AND RESPONSIBILITIES

a) The BLM shall be responsible for ensuring compliance with Section 106 of the NHPA, providing oversight of this Agreement, coordinating the roles of other consulting parties, participating in the resolution of objections among the consulting parties, and providing technical assistance and guidance as needed to the other consulting parties to this Agreement.

i) The BLM California Desert District Office (CDDO) will assume primary management and responsibility for implementing the terms of this Agreement, and will coordinate with the BLM Field Offices on implementation of this Agreement on lands under their management responsibility.

ii) SCE projects or other projects that may utilize the provisions of this Agreement within a single State may be managed by the appropriate BLM Field Office.

iii) The BLM CDDO will coordinate with all offices utilizing this Agreement for Undertakings that occur in both California and Nevada.

iv) Any District or Field Office within the California Desert District or Southern Nevada District of BLM may be the lead Federal agency for an Undertaking which may utilize the terms of this Agreement.

b) The BLM shall be responsible for reviewing and approving all actions covered by this Agreement carried out by SCE or other Applicants to comply with Section 106 of the NHPA, including:

i) identification of cultural resources within the APE of each Undertaking;

ii) evaluations of NRHP eligibility of cultural resources and consultation with SHPOs regarding NRHP eligibility;

iii) determinations of effects on historic properties;

iv) implementation of treatment measures to resolve any adverse effects on historic properties per this Agreement; and

v) other historic preservation measures for which an Applicant may be made responsible under this Agreement.

c) Unless otherwise agreed to by the consulting parties, the following procedures and timing will apply to activities carried out per the terms of this Agreement.

i) Minor modifications as outlined in Appendix C to properties listed in Appendix B shall be managed by standard recordation treatment and documented in an annual report of activities authorized under this Agreement and submitted to the SHPOs by BLM.

ii) Upon the submission of any documents or at the request of the SCE, BLM will have 20 days to review and comment. SCE will have 10 days to respond to BLM comments. Upon review and acceptance of any document or report required by this Agreement, BLM will submit the document or report to the SHPO(s) who will have 30 days to comment.

iii) The BLM will have 20 days to review and comment on any SCE recommendations. If the BLM disagrees with any SCE recommendation, BLM may direct SCE to reconsider or the BLM and SCE may consult with the appropriate SHPO(s) to resolve the disagreement.

iv) The SHPO(s) will have 30 days from receipt of adequate documentation to respond to the BLM's determinations of eligibility.

V. STANDARDS AND QUALIFICATIONS

a) **PROFESSIONAL QUALIFICATIONS.** All actions prescribed by this Agreement 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). Those actions include the identification, evaluation, analysis, recordation, treatment, monitoring, and disposition of historic properties and that involve the reporting and documentation of such actions in reports, forms or other records. 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 and documenting the actions cited in Paragraph IV(a) of this stipulation shall conform to every reasonable extent with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR. 44716-44740). The BLM will ensure that recordation and documentation of appropriate cultural resources is consistent with California Department of Parks & Recreation (hereinafter, DPR) form 523, Nevada Cultural Resource

Information System (hereinafter, NVCRIS) form HRIF, National Park Service (hereinafter, "NPS") Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey (hereinafter, "HABS/HAER/HALS") Guidelines (e.g., Federal Register vol. 68, no. 139, pp. 43159-43162 http://edocket.access.gpo.gov/2003/03-8197.htm]; *and* http://www.nps.gov/history/hdp/standards/index.htm); and ACHP archaeological guidance at http://www.achp.gov/archguide/, the BLM 8100 Manual, and the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, as applicable.

VI. EVALUATION OF ELECTRIC POWER CONVEYANCE FACILITIES

a) The BLM will consult with both SHPOs, as appropriate, regarding the NRHP eligibility of any SCE electric power conveyance facility that extends across the line demarcating the states of California and Nevada and that includes structures that may be adversely affected by an Undertaking subject to this Agreement.

   i) For any historic property located entirely within one State, the BLM will consult with the SHPO for that State.

   ii) Pursuant to the process provided at Stipulation IV(c), the SHPOs may comment on the NRHP eligibility of unevaluated properties or properties previously evaluated.

   iii) The BLM will coordinate with the SHPOs to manage historic properties in a consistent manner in both states. Prior determinations of eligibility in either State made in consultation with the appropriate SHPO shall remain in force unless the BLM and the appropriate SHPO consult and agree to amend the prior determinations.

b) SCE will assess whether the electric power conveyance facilities within the APE and subject to this Agreement retain historical integrity, taking into account that such facilities have historically undergone modification as part of periodic and routine maintenance. Past periodic and routine maintenance shall be considered a historic activity. Such modifications shall not be considered to have affected the historic integrity of the properties if:

   i) electric power conveyance structures are original construction or substantially retain their original fabric, look, and feel; and

   ii) all post-period-of-significance modifications were in-kind and retain original design integrity, for example original porcelain insulators have been replaced with porcelain insulators (i.e., the presence of porcelain insulators is sufficient for integrity to be maintained); and modifications such as retro-installed concrete tower footings have been installed to ensure original tower stability and meet safety requirements.

c) The BLM, in consultation with SCE, may treat a SCE electric power conveyance facility as eligible for the NRHP for project management purposes and proceed to assess the effects of an Undertaking on those historic properties consistent with Stipulation VIII of this Agreement.

VII. TREATMENT OF HISTORIC PROPERTIES / STANDARD TREATMENT MEASURES

a) SCE will develop historic contexts for portions of its electric power conveyance systems subject to this Agreement as provided for in Stipulation VII(b). Such contexts shall establish the historical significance of any property with the APE and identify its period of significance. SCE may develop a comprehensive historic context for its generation and distribution systems that may be applied to any historic properties subject to this Agreement provided that the historic context presents a level of detail so that all types of structures within the APE are described and their historical significance evaluated.

b) SCE will develop a typology of structures for properties within the APE sufficient to distinguish among structure types and assist in structure evaluation by taking into account design, engineering, function, materials and methods of construction and any other variables that differentiate the function of structures in a distribution system.

i) Within six months of the date of execution of this Agreement, SCE will submit the following to the Signatories.

(1) The following shall be included in Appendix B to this Agreement.

(a) An initial list of historic transmission lines, segments, or known historic properties that SCE recommends be subject to the terms of this Agreement and a justification for their inclusion.
(i) SCE may modify or add to the list of historic facilities subject to the terms of this Agreement at any time by notifying the Signatories, providing a description of the facility and justification for its inclusion.
(b) An initial list of structure typologies and historic contexts.
(c) An initial list of historic properties that will be affected by current projects and a summary of actions taken or to be taken to resolve adverse effects per the terms of this Agreement.

(2) The following shall be included in Appendix C to this Agreement.

(a) An initial list of minor actions affecting NRHP eligible SCE electric conveyance system features that will be subject, without further consultation, to standard treatment measures, and reported to the consulting parties annually.

c) SCE may submit structure typologies, historic contexts, and resource evaluations for any specific Undertaking separately or concurrently.

VIII. MANAGEMENT OF EFFECTS ON HISTORIC PROPERTIES

a) The BLM will apply the criteria of adverse effect found at 36 CFR 800.5(a)(1) to historic properties within the APE to assess whether any electric power conveyance facility that is a contributing element of any proposed historic property may sustain adverse effects of any Undertaking subject to this Agreement.

   i) If the BLM finds an adverse effect, the BLM will proceed to resolve the adverse effect consistent with the terms of this Agreement.

   ii) Removal of wood distribution system poles from any historic property will be considered not adverse if poles are replaced with wood poles of similar size on a one-for-one basis with no alignment change.

b) In the event that an Undertaking subject to this Agreement causes adverse effects on a historic property, the resolution of adverse effects on the historic property shall be as follows.

   i) For each type of structure identified in the typology per Stipulation VII(b) and approved by BLM and the SHPOs per Stipulation IV(c), SCE will, in California, prepare a DPR Form 523 and Building/Structure/Object supplement for review by the BLM. Upon BLM approval, the form will be submitted to the appropriate California Historical Resources Information System (CHRIS) Information Center as directed by BLM. For each type of structure in Nevada, SCE will prepare a Historic Resources Inventory Form (HRIF), provide the form for review to the BLM, and upon approval by the BLM submit the form to the Nevada SHPO.

   ii) Consistent with Stipulation VI(b), SCE will recommend the level of HABS/HAER/HALS documentation that is appropriate to record any historic structure types or landscapes that may sustain adverse effects and submit to BLM a proposal to implement the recordation.

      (1) Unless otherwise agreed to or required by the Signatories, the HABS/HAER/HALS documentation for an Undertaking may be classed as "informal," meaning that although prepared to National Archive standards, the final documents are submitted only to the California State Library, SHPO, the California Historical Resources Information System, the Huntington Museum, the Nevada State Museum in Las Vegas, or other facilities as agreed upon by the consulting parties.

(2) Upon completion of the HABS/HAER/HALS recording and assembling of records, drawings, etc. for archiving, SCE will submit the HABS/HAER/HALS recording and an executed agreement between SCE and a library, archives or other repository stipulating that SCE will donate the appropriate items.

(3) For effects to an individual structure type, one example of each type of structure that contributes to the NRHP eligibility shall be documented according to HABS/HAER standards. One example shall be sufficient treatment for all such structures associated with a given Undertaking subject to this Agreement.

(4) HABS/HAER recordation will be required only once for each state for any given type of structure as defined in the historic context for the affected historic property, regardless where it is on a given SCE project or if it also occurs on other SCE projects. If SCE proposes to remove or modify a type of structure already documented, SCE will notify the BLM in writing, provide a written and photographic description of the structure(s) to be affected, and reference the previous HABS/HAER recordation. SCE will also present a graphic representation of the affected distribution line indicating what if any other structures have been previously treated, indicating the position on the line of the structures to be modified or removed. If the structures have been recorded on separate SCE projects, SCE will provide a graphic of the project showing the number and location of structures previously treated. In case records and files for individual SCE projects are archived separately, SCE will also indicate to the BLM if there are any additional records, drawings or other materials that pertain to the affected structures that should be added to the archives and submit proof that such materials have been archived.

(5) Where modification, removal or replacement of multiple electric power conveyance facilities may occur and such facilities constitute a historic landscape, HALS documentation of the historic landscape shall be the appropriate treatment.

c) For each Undertaking resulting in a modification of a historic property subject to this Agreement and affecting a structure type already addressed per Stipulation VIII(b), SCE will provide to the BLM, a brief report documenting original compliance with Stipulation VIII(b). Minor modifications as outlined in Appendix C to properties listed in Appendix B shall be subject to standard treatment and reported annually to the consulting parties.

IX. RESOLVING OBJECTIONS

a) Should a Signatory or Invited Signatory object at any time, to the manner in which the terms of this Agreement are implemented, the BLM will immediately notify the consulting parties and request their comments on the objection within 30 days, and then proceed to consult with the Signatory or Invited Signatory for no more than 30 days to resolve the objection.

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 BLM determines that 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 consulting parties and the ACHP in writing of its final decision within 14 days after it is rendered. The BLM shall have the authority to make the final decision resolving the objection. The BLM's responsibility to carry out all other actions under this Agreement that are not the subject of the objection will remain unchanged.

d) At any time during implementation of the terms of this Agreement, should an objection pertaining to the Agreement be raised by a member of the public, the BLM shall immediately notify the SHPOs about the objection and take the objection into account. The other Signatories and Invited Signatories may comment on the objection to the BLM. The BLM shall consult with the objecting party(ies) for no more than 30 days. Within 14 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.

e) Any dispute pertaining to the NRHP eligibility of historic properties or cultural resources covered by this Agreement will be addressed by the BLM per 36 CFR 800.4(c)(2). A determination of eligibility by the Keeper of the National Register will be the final determination in the matter and will be accepted by all consulting parties to this Agreement.

X. REPORTING AND ACCOUNTABILITY

a) The BLM CDDO will coordinate all reporting required by this Agreement.

b) By December 1 of each year following the execution of this Agreement until it expires or is terminated, the BLM CDDO shall provide the consulting parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include a summary of actions taken pursuant to this Agreement, any scheduling changes proposed, any problems encountered, and any disputes and objections received in the BLM's efforts to carry out the terms of this Agreement.

   i) On or after October 1 of each year, the SCE shall provide the BLM CDDO a summary of actions taken pursuant to this Agreement, including an account of the SCE projects that utilized the provisions of this Agreement, an account of the adverse

effects to historic properties resolved under the terms of this Agreement, and a summary of the actions taken to resolve effects pursuant to this Agreement.

c) Reporting pursuant to this Agreement may be incorporated in the annual reporting requirements for the BLM California Protocol Agreement. BLM Nevada may separately submit the annual report for this Agreement to the Nevada SHPO as part of its reporting requirements for the BLM Nevada Protocol Agreement.

XI. DURATION OF THIS AGREEMENT

a) This Agreement will expire if the stipulations of this Agreement have not been initiated within five (5) years from the date of its execution. Prior to the expiration date of this Agreement, the BLM may consult with the other consulting parties to extend the Agreement or reconsider the terms of the Agreement and amend it in accordance with Stipulation XII. The BLM shall notify the Signatories as to the course of action the agency will pursue within 30 days of the expiration of the Agreement.

b) This Agreement expires 25 years from its effective date unless extended by written agreement of the Signatories. The Signatories and Invited Signatories shall consult at year 10 to review this Agreement. Additionally, the Signatories and Invited Signatories shall consult not less than one year prior to the expiration date to reconsider the terms of this Agreement and, if acceptable, have the Signatories extend the term of this Agreement. Reconsideration may include continuation of the Agreement as originally executed or amended, or termination. Extensions are treated as amendments to the Agreement under Stipulation XII.

c) Unless the Agreement is terminated pursuant to Stipulation XIII or another agreement executed for the a specific undertaking supersedes it, this Agreement will remain in full force and effect until BLM, in consultation with the other Signatories and Invited Signatories, determines that implementation of all aspects of the undertaking has been completed and that all terms of this Agreement and any subsequent tiering requirements have been fulfilled in a satisfactory manner. At such time, BLM will notify the consulting parties of this Agreement in writing of the agency's determination. This Agreement will terminate and have no further force or effect on the day that BLM so notifies the Signatories to this Agreement.

XII. AMENDMENT

a) Any Signatory or Invited Signatory to this Agreement may at any time propose amendments, whereupon all Signatories shall consult to consider such amendments pursuant to 36 CFR 800.6(c)(7) and 800.6(c)(8). This Agreement may be amended only upon written agreement of the signatories.

b) Amendments to this Agreement shall take effect on the date of full execution by the Signatories.

c) Modifications, additions, or deletions to the appendices made as a result of continuing consultation among the consulting parties shall not require the Agreement to be amended.

XIII. TERMINATION

a) Only Signatories and Invited Signatories may terminate this Agreement. If this Agreement is not amended as provided for in Stipulation XII, or if a Signatory or Invited Signatory proposes termination of this Agreement for other reasons, the party proposing termination shall notify the other consulting parties in writing, explain the reasons for proposing termination, and consult for no more than 30 days to seek alternatives to termination.

b) Should such consultation result in an agreement on an alternative to termination, the Signatories and Invited Signatories shall proceed in accordance with that agreement.

c) Should such consultation fail, the Signatory or Invited Signatory proposing termination may terminate this Agreement by promptly notifying the other parties in writing.

d) Should this Agreement be terminated, the BLM 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 Agreement is executed for the undertakings covered by this Agreement, such undertakings shall be reviewed individually in accordance with 36 CFR 800.4-800.6.

f) This Agreement will terminate and have no further force or effect when BLM, in consultation with the other Signatories and Invited Signatories, determines that all terms of this Agreement have been fulfilled in a satisfactory manner on the day that BLM so notifies the other Signatories and Invited Signatories to the Agreement.

Execution and implementation of this Agreement 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 Agreement represent that they have the authority to sign for and bind the entities on behalf of whom they sign.

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SIGNATORY PARTIES

U.S. BUREAU OF LAND MANAGEMENT (California)

BY: _____ DATE: 9/27/10

James Wesley Abbott
State Director

U.S. BUREAU OF LAND MANAGEMENT (Nevada)

BY: Ron Wenker DATE: 9/27/10

Ron Wenker
State Director

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY: _____ DATE: 27 SEP 2010

Milford Wayne Donaldson, FAIA
State Historic Preservation Officer

NEVADA STATE HISTORIC PRESERVATION OFFICER

BY: Rebecca L Palmer DATE: 9/27/10

for Ronald James
State Historic Preservation Officer

INVITED SIGNATORY

SOUTHERN CALIFORNIA EDISON COMPANY

BY: P. Multari DATE: 10-7-10

Paul Multari
Director, Project Management Organization

This Agreement describes a programmatic approach that:

(1) stipulates roles and responsibilities of participating agencies and others;

(2) facilitates identification of historic properties;

(3) determines adverse effects,

(4) establishes treatment and mitigation measures; and

(5) streamlines the resolution of adverse effects.

SCE has specific responsibilities for managing historic properties according to this Agreement, including:

(1) certain routine historic properties management activities (per 36 CFR 800.14(b)(1)(iv));

(2) development of a typology for electrical towers that will facilitate their evaluation and allow SCE to determine the types and number of towers of various types that may be affected by undertakings;

(3) development of historic contexts for electrical power systems that provides the background for evaluation;

(4) implementing standard treatment measures stipulated in this Agreement including various levels of resource recordation such as California DPR forms and HABS/HAER recording of only one of each type of structure, or HALS recording where a group of structures may constitute a historic landscape, to take into account routine and repetitive adverse effects of undertakings on historic properties (per 36 CFR 800.14(b)(1)(v)); and

(5) producing an annual report of activities undertaken under the terms of this Agreement including certain routine activities listed in Appendix C for which SHPO notification is the only regulatory requirement.

The stipulations of this Agreement may be appended to and made a part of the BLM's Record of Decision authorizing any SCE project or non-SCE project that would utilize the terms of this Agreement, after consultation with SCE.

APPENDIX B: HISTORIC PROPERTY TYPES SUBJECT TO THIS AGREEMENT AND RELEVANT TYPOLOGIES

APPENDIX C: MINOR ACTIONS NOT SUBJECT TO FURTHER CONSULTATION AND STANDARD TREATMENT

[Minor Actions Example]

1. Retrofit concrete footings on steel lines not originally constructed with concrete footings.
2. Small-scale or individual structure replacement/repair of original equipments such as insulators, guy-wires, tower steel, conductors, jumpers, etc. that does not substantially change the look and feel of the structure.
3. Replacement of overhead groundwire with fiber-optic imbedded groundwire, installation of cell or other communications antennae (non-permanent and reversible).

[Standard Treatment Example]

1. Recordation on CA DPR Form 523 or NV Form HRIF.
2. Before and after photo image documentation reported annually to BLM.