

PREAMBLE

Nine Tribes have been consulted by the BLM in development of this Programmatic Agreement (PA). The BLM has invited the Chemehuevi Indian Tribe, Cocopah Tribe, Colorado River Indian Tribes, Fort Mojave Indian Tribe, Fort Yuma Quechan Tribe, Hualapai Tribe,

47 Havasupai Tribe, Twenty-Nine Palms Band of Mission Indians, and the Yavapai-Prescott Indian
48 Tribe (hereinafter, the Tribes) to participate in the Section 106 consultation process and to be
49 Invited Signatories; and the tribes provided significant input into the development of this PA.

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51 The Tribes, as full participants in carrying out their respective Tribal sovereign governmental
52 obligations, accept the BLM as the lead Federal Agency regarding the Project. Participation and
53 consultation will be in accordance both with the DOI's authorities and responsibilities under the
54 above referenced Federal regulatory frameworks and with any applicable State laws and
55 guidance. The BLM agrees that regulations implementing Section 106 of the NHPA recognize
56 the historic and traditional interests of the Tribes. The Tribes believe that the area known as
57 Topock, and specifically the immediate Project area, is part of a broader cultural landscape. The
58 Tribes, as sovereign governments, recognize the Project to be of significant importance and
59 agree that the primary objectives are remediation of historic contamination of the soil and
60 groundwater by hazardous substances and prevention of further releases of any harmful materials
61 within the cultural and natural environment of the Colorado River and, specifically, within the
62 immediate Project area.

63
64 As a result of the consultation process, BLM understands the Tribes consider natural resources to
65 be cultural resources. The Tribes believe environmental degradation is understood to violate
66 principles of long-term sustainable use which can affect multiple layers of cultural, economic,
67 social, physical, and spiritual growth, which in turn impact the survival of environments,
68 humans, and future generations. The Tribes request that BLM acknowledge the Topock cultural-
69 natural landscape (above and below the surface; land, and waters) as having traditional interests
70 for the Tribes, such that the BLM/DOI's decision-making process reflects adequate and mutually
71 understood participation in accordance with Section 110(a)(2)(D) of the NHPA. The BLM
72 acknowledges and respects these Tribal views and beliefs pertaining to the Topock cultural-
73 natural landscape. With this mutually understood perspective, the Tribes and the BLM shall, in a
74 spirit of positive collaboration, consult to develop a management strategy for maintaining
75 properties that considers the preservation of their archaeological, historical, and cultural values
76 and the avoidance of adverse effects in the light of the views of the Tribes.

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78 The Fort Mojave Indian Tribe, Hualapai Tribe, Fort Yuma Quechan Tribe, Cocopah Tribe, and
79 the Yavapai-Prescott Tribe state that the Topock Maze and other Native American cultural
80 properties do not exist in isolation from each other but, rather, as a part of a larger cultural area
81 (to which these Tribes refer as a cultural landscape) that includes the Colorado River and extends
82 beyond the limits of the Undertaking's Area of Potential Effect (APE) and should not be
83 understood merely as discrete or detached archaeological sites but as areas or districts of
84 traditional religious and cultural value.

85 86 **RECITALS**

87
88 **WHEREAS**, PG&E voluntarily entered into an Administrative Consent Agreement under the
89 CERCLA with the DOI, BLM, USFWS, and USBR on July 11, 2005, and is performing
90 investigation and groundwater and soil removal and remediation actions (collectively referred to
91 as the "Topock Remediation Project") to respond to historic releases of hazardous substances
92 resulting in soil and groundwater contamination in the vicinity of the PG&E Topock Compressor

Station under the direction of the DOI's Office of Environmental Policy and Compliance and the California Department of Toxic Substances Control (DTSC). The Topock Remediation Project constitutes an Undertaking as defined at 36 CFR §800.16(y); and

WHEREAS, Time Critical Removal Actions have occurred with implementation of Interim Measures (IM) 1, 2, 3, at Area of Concern (AOC) 4; and other Time Critical Removal Actions may potentially be identified, as part of the Undertaking; and

WHEREAS, many of the consulted Tribes regard the Colorado River as the lifeblood of the people and a sacred place that figures in their creation stories and beliefs about the afterlife; and

WHEREAS, the BLM realizes that the Tribes have special expertise in identifying and assessing the eligibility of historic properties that may possess religious and cultural significance to them (per 36 CFR §800.4); and

WHEREAS, the BLM has determined that a traditional cultural property (TCP) or property of traditional religious and cultural significance within the APE as defined in Stipulation II hereof is eligible for inclusion on the National Register of Historic Places (NRHP) under criterion A as part of what the Tribes have identified as a larger area of traditional and cultural importance, whose boundaries have yet to be defined and will not be defined within the scope of this Undertaking, and will not be subject to any further concurrence regarding this determination of effect; and

WHEREAS, a *Memorandum of Agreement between the Bureau of Land Management, Lake Havasu Field Office and the California State Historic Preservation Officer Regarding the Pacific Gas and Electric Topock Interim Measures No. 3 Expanded Groundwater Extraction and Treatment Project San Bernardino County, California* (MOA) was entered into between BLM, the California State Historic Preservation Office (CA SHPO), and PG&E on September 14, 2004, under Section 106 of the NHPA for the Topock Interim Measures No. 3 Project (IM-3) and a Cultural Resources Management Plan was developed in September 2004 and revised by BLM in March 2008; and

WHEREAS, previous consultation between the California SHPO and BLM for the IM-3 undertaking concluded that the Project has resulted and will continue to result in adverse effects to historic properties; and

WHEREAS, the Topock Remediation Project also has the potential to adversely affect cultural and historic properties that have previously been listed in or determined eligible for the NRHP, including but not limited to the Topock Maze (locus A), portions of US Route 66, the Atlantic and Pacific Railroad Right-of-Way, three archaeological sites (CA-SBr-11697, 11700, and 11701), and geoglyphs (including CA-SBr-5237 and others) located within the APE that may be deemed eligible after further review; and

WHEREAS, this Undertaking requires a management framework for historic properties that will be implemented after the execution of this agreement in a manner that fulfills the requirements of Section 106 of the NHPA; and the Signatories have agreed to use a PA, as described in 36 CFR

§800.14(b), as the appropriate vehicle for establishing a system for compliance with Section 106 of the NHPA in this case because of the Undertaking's long-term character and the anticipated need for adjustments warrant a departure from the normal Section 106 process; and

WHEREAS, the USBR and USFWS manage lands affected by the Topock Remediation Project and are therefore Invited Signatories to this PA; and

WHEREAS, DTSC is the lead state agency for the purposes of oversight and implementation of the Topock Remediation Project under RCRA, pursuant to a voluntary Corrective Action Consent Agreement (CACA) entered into between DTSC and PG&E on February 26, 1996; and

WHEREAS, PG&E, as the PRP for the Topock Remediation Project, is participating in consultation per 36 CFR §800.2(c)(4) and is an Invited Signatory to this PA; and

WHEREAS, BLM has consulted with the Chemehuevi Indian Tribe, Cocopah Indian Tribe, Colorado River Indian Tribes, Fort Mojave Indian Tribe, Fort Yuma Quechan Tribe, Hualapai Tribe, Havasupai Tribe, Twenty-Nine Palms Band of Mission Indians, and the Yavapai-Prescott Indian Tribe per 36 CFR §800.2(c)(2)ii and has invited the Tribes to participate as Invited Signatories; and

WHEREAS, actions associated with the Topock Remediation Project have occurred and will continue to occur in the state of California, the BLM has consulted, and shall continue to consult, with the CA SHPO on this Undertaking, and the CA SHPO is a Signatory to this PA; and

WHEREAS, actions associated with the Topock Remediation Project have extended and may continue to extend into the state of Arizona, the BLM has consulted, and will continue to consult, with the Arizona State Historic Preservation Officer (AZ SHPO) on this Undertaking, and the AZ SHPO is a Signatory to this PA; and

WHEREAS, BLM has consulted the Advisory Council on Historic Preservation (ACHP) and the ACHP, in its letter dated November 3, 2008, has agreed to participate in accordance with 36 CFR §800.6(a), and the ACHP is a Signatory to this PA; and

WHEREAS, from the Tribes' perspective, the physical and cultural landscapes provide a sense of place and identity, and Tribes map their relationship to such landscapes and each other over time, as part of their cultural heritage and lives; and

WHEREAS, the Fort Mojave Indian Tribe is a landowner within the remediation footprint, is the closest reservation to the Topock area, and has cultural obligations to act as a caretaker of the area; and

WHEREAS, historic and cultural properties and values on public lands administered by BLM, USBR, and USFWS fall under the protection of the NHPA, Archaeological Resources Protection Act (ARPA, P.L. 96-95, as amended), American Indian Religious Freedom Act (AIRFA, P.L. 95-341, as amended), and Native American Graves Protection and Repatriation Act (NAGPRA, P.L. 101-601), applicable regulations (36 CFR §7, 60, 63, and 800; 43 CFR §10), and applicable

Executive Orders (e.g., 13007, 13175, and 13287), and these have been considered during consultation for this PA; and

WHEREAS, the DTSC, a Department under the State of California Environmental Protection Agency, is the lead State agency for the remediation activities at Topock; and

WHEREAS, with execution of this PA and the adoption of the Cultural and Historic Properties Management Plan (CHPMP) as identified in Stipulation VII hereof, the BLM and CA SHPO agree the *Memorandum of Agreement between the Bureau of Land Management, Lake Havasu Field Office and the California State Historic Preservation Officer Regarding the Pacific Gas and Electric Topock Interim Measures No. 3 Expanded Groundwater Extraction and Treatment Project San Bernardino County, California* (MOA) shall terminate and the Topock Interim Measure No. 3 shall be managed pursuant to the CHPMP; and

WHEREAS, based on the Groundwater Corrective Measures Study/Feasibility Study (CMS/FS) prepared by PG&E at the direction of DOI and DTSC, the following alternatives were considered for implementation for the Topock Remediation Project:

- A. No Action
- B. Monitored Natural Attenuation
- C. High Volume *in Situ* Treatment
- D. Sequential *in Situ* Treatment
- E. *In Situ* Treatment with Fresh Water Flushing
- F. Pump and Treat
- G. Combined Floodplain *in Situ*/Pump and Treat
- H. Combined Upland *in Situ*/Pump and Treat,
- I. Continued Operation of Interim Measures already in place; and

WHEREAS, after consultation with the Tribes, DOI determined in its Proposed Plan dated June 4, 2010, and DTSC determined in its Statement of Basis dated April 28, 2010, that based on the analysis and conclusions presented in the CMS/FS, those agencies' preferred alternative is Alternative E – *In situ* Treatment with Fresh Water Flushing, with inclusion of monitored natural attenuation as a long-term component. This is the Agencies' preferred alternative because it will achieve the remedial action objectives while substantially reducing the amount of hexavalent chromium in the groundwater in a reasonable time frame and will result in fewer adverse effects to cultural resources and biological resources, relative to the other alternatives considered; and

NOW, THEREFORE, all Signatories and Invited Signatories agree that BLM, on behalf of the Federal Agencies, shall administer the Undertaking in accordance with the following stipulations to satisfy the Federal Agencies' Section 106 responsibilities for this Undertaking.

AGREEMENT AND STIPULATIONS

BLM agrees to ensure that the following Stipulations are carried out:

231 **I. GENERAL PRINCIPLES**

232
233 The Federal Agencies, in consultation with the Tribes, SHPOs, ACHP, PG&E, and other
234 interested parties, agree to:

- 235
236 A. Select and implement, or cause to be implemented, an alternative or combination of
237 alternatives to remediate the groundwater and soil contamination in a manner that
238 fulfills the requirements of CERCLA and the CERCLA Records of Decision (RODs)
239 and protects the Colorado River, human populations, and the natural environment to
240 the maximum extent practicable.
- 241
242 B. Subject to I(A), carry out, and require others under their jurisdiction to carry out, all
243 investigative, testing, and remediation activities, including all supporting operations
244 and maintenance activities, in ways that avoid, minimize, or mitigate adverse effects
245 to cultural and historic properties within the APE, to the maximum extent practicable.
- 246
247 C. Respect Tribes' rights to express their traditional cultural values, including those
248 associated with their religions, and their right to access Federally managed lands to
249 conduct cultural and religious practices, as variously specified in E.O. 13007, the
250 Religious Freedom Restoration Act (RFRA) and the American Indian Religious
251 Freedom Act (AIRFA). Additionally, the BLM, USFWS, USBR, and PG&E shall
252 consult with the Tribes that attach cultural significance to the TCP within the APE to
253 develop a plan to ensure Tribal access to areas within the APE for traditional
254 religious, cultural, or spiritual purposes. Access shall be consistent with applicable
255 laws, regulations, and agreements governing property within the APE and may not
256 impede the Topock Remediation Project, may not create health and safety concerns,
257 and shall exclude the Topock Compressor Station and related facilities.
- 258
259 D. Ensure that PG&E shall, to the extent practicable, restore the areas affected by the
260 Topock Remediation Project within the APE including, but not limited to, the site of
261 the existing treatment plant and related facilities but excluding the Topock
262 Compressor Station and related facilities to the conditions existing prior to the
263 construction of the PG&E investigation and remediation related appurtenances and
264 facilities.
- 265
266 E. Consult with the other Signatories, Tribes, and Invited Signatories, following the
267 guidelines in Appendix B of this PA, regarding actions proposed in this Undertaking,
268 including establishment of any rights of way, time critical, or emergency actions.
- 269
270 F. Recognize that the environmental setting for the Topock Maze and its relationship
271 and association to cultural and religious sites which are outside the APE relates to the
272 historic and cultural significance of the Topock Maze.
- 273
274 G. Recognize that on-going consultation between the Invited Signatories and the Tribes
275 will continue outside of this PA to further address mitigation of direct, indirect, and
276 cumulative effects of the Topock Project. Mitigation topics may include but not be
277 limited to:

1. Measures to restore the land and its life-forms, to improve Tribal access, and reduce incompatible uses.
2. Measures to strengthen traditional spiritual, cultural, and funerary traditions.
3. Specific measures to mitigate adverse effects or adverse cumulative effects important to the Tribes will be addressed in the development of the CHPMP specified in Section VII of this PA.

H. Endeavor, in consultation with Tribes, to manage Federal lands, Federal assistance activities, and Federal permitting and licensing responsibilities in ways that reduce adverse effects to the Topock Maze and other geoglyph sites in the area and facilitate Tribal access to them and allow continuance of Tribal cultural practices in accordance with the principles set forth in this Stipulation. Cumulative effects to both tangible and intangible cultural resources occurring in areas beyond the Maze but within the APE will be considered during the consultation process. The Agencies will consult with Tribes to identify Tribal concerns prior to initiating or permitting activities that may create such effects.

I. Acknowledge that one hundred sixty-five (165) archaeological sites consisting of one hundred forty-three (143) prehistoric and twenty-three(23) historic sites, an additional thirty-six(36) isolated prehistoric artifacts or features, and three (3) isolated historic artifacts are identified in Appendix E, the most current inventory of archaeological and historical resources within the Original APE and Expanded APE of the Topock IM No. 3 Project, that any of the one hundred sixty-five (165) archaeological and historic sites that have not been formally evaluated for inclusion on the National Register of Historic Places (NRHP) will be treated as eligible for inclusion on the NRHP for the purposes of this PA.

II. AREA OF POTENTIAL EFFECT (APE)

A. APE means the geographic area or areas within which an Undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The APE is influenced by the scale and nature of an Undertaking and may be different for different kinds of effects caused by the Undertaking. (36 CFR §800.16 (d)). Adverse effects on historic properties include, but are not limited to: physical destruction or alteration of a property or introduction of visual, atmospheric, or audible elements that diminish the integrity of the property's significant historic features (36 CFR §800.5(a)(2)). There is potential for indirect and cumulative effects on these other sites and properties. Adverse effects may include reasonably foreseeable effects caused by the undertaking that may occur later in time, be further removed in distance, or be cumulative (36 CFR §800.5(a)(1)).

The APE for this Undertaking is initially comprised of 1,600.69 acres of surface area and a section of the Colorado River and is shown on the map attached hereto as Appendix A. The APE includes land and property interests owned or managed by

public and private entities including BLM, USBR, USFWS, Fort Mojave Indian Tribe, San Bernardino County, Burlington Northern Santa Fe Railroad, PG&E, and the Los Angeles Metropolitan Water District. In addition, several entities have easements and/or rights-of-way, including California Department of Transportation (Caltrans), San Bernardino County, Mohave County, Southern California Gas, Transwestern Gas Pipeline Company, Mojave Gas Pipeline Company, PG&E, City of Needles Electric, Southwest Gas Corporation, and Frontier Communications. The Undertaking will occur in an environmental setting that includes the Topock Maze and its relationship and association to other sites and properties which are outside the APE but may relate to the historic and cultural significance of the Topock Maze that could be affected by implementation of the Undertaking. If additional information reveals indirect and/or cumulative effects on other properties eligible for listing on the NRHP, revision of the APE may be appropriate.

- B. At each phase (workplan or design document) of implementation of the Undertaking, an evaluation will occur to determine if the APE should be amended. This evaluation will coincide with the development of the workplan or design document for the specific phase of the Undertaking. Where alternatives under consideration consist of corridors or large land areas, or where access to properties is restricted, the agency official may use a phased process to conduct identification and evaluation efforts (36 CFR §800.4(b)(2)). Prior to implementation of each phase (work plan or design document) of the Undertaking, BLM will determine, in consultation with the AZ SHPO, CA SHPO, Tribes, and PG&E, what, if any, changes are required in the APE. If BLM determines that the APE must be revised, BLM will redefine the APE taking the input from those parties into account. Should such revision to the APE be needed, BLM will amend the CHPMP to include any changes to the APE.

Any Signatory or Invited Signatory to this PA may propose that the APE be modified. BLM shall notify all Signatories and Invited Signatories of the proposal and consult with the Tribes, PG&E, the AZ SHPO, and the CA SHPO for no more than thirty (30) days after such notification to attempt to reach agreement on the proposal according to guidance found at 36 CFR §800.4(a). If an agreement is reached, BLM will ensure that a description and map of the modification is provided to all Signatories and Invited Signatories. Agreement to amend the APE, by itself, will not require an amendment to the PA but will be subject to all other stipulations of this PA.

If final agreement cannot be reached on a proposed modification to the APE, dispute resolution procedures as described in Stipulation XV will be followed.

III. REMEDIATING GROUNDWATER CONTAMINATION

- A. The DOI, pursuant to its CERCLA response action authority, expects to select a remedial action addressing groundwater contamination in the vicinity of the Topock Compressor Station and later expects to select remedial action addressing contamination of soils and subsurface soils. Each of these remedial actions will be selected through the issuance of a CERCLA ROD. Each ROD (for groundwater

remediation and for soil remediation) will establish Cleanup Standards established to address unacceptable risks to human health and the environment, and attain applicable or relevant and appropriate requirements (ARARs). Substantive mitigation measures, including those that may be identified in this PA and through ongoing consultation, that DOI adopts to mitigate, minimize, or avoid adverse effects of these remedial actions on cultural and historic properties within the APE, will be adopted as ARARs and attained through implementation of the CERCLA remedial actions.

Based on the specific circumstances presented at the Topock site, DOI has determined that Alternatives A, B, and I do not satisfy all identified ARARs and cannot be stand-alone remedies. Attaining ARARs is a threshold criterion which must be satisfied, unless the ARAR is waived, for an alternative to be selected as a CERCLA remedial action. Alternatives A, B, and I do not satisfy the "reasonable time frame" requirement established by the California State Water Resources Control Board (hereinafter, "the Water Board") Resolution 92-49. This Resolution requires that the selected remedy has "a substantial likelihood to achieve compliance, within a reasonable time frame, with the cleanup goals and objectives" established for a site. The Water Board has interpreted this requirement in light of the specific alternatives under consideration at the Topock site and has concluded: "With respect to the nine alternatives and estimated cleanup time frames described in PG&E's draft Corrective Measures Study/Feasibility Study (CMS/FS), dated January 2009, Alternatives A, B, and I would not comply with the 'reasonable time frame' provision in Section III.A. of Resolution 92-49. Alternatives C through H would comply with this provision." Based on the analysis and supporting information provided by the Water Board, DOI has concurred with the Water Board's interpretation of this Resolution as it pertains to the Topock site.

In selecting an alternative to implement the groundwater remediation element of the Topock Remediation Project, BLM will ensure that the Federal Agencies, in continuing consultation with the Signatories and Invited Signatories, have given full and fair consideration to the following:

1. *Alternative B (Monitored Natural Attenuation)*. Natural reducing conditions, which are an integral part of natural attenuation, are present at the site where hexavalent chromium is converted to its stable form of Cr (III) and is essentially immobile. Natural attenuation, therefore, can be utilized in conjunction with other alternatives. Monitored natural attenuation could reduce the effects on properties eligible or listed on the National Register and associated cultural values resulting from continued treatment system operation and monitoring.
2. *Alternative E (In situ treatment with freshwater flushing)*, as currently represented in planning documents, would have more effect on cultural values than Alternatives A or B but would have relatively fewer physical effects than the other active remedies (e.g., fewer upland facilities, fewer onsite personnel, and no new aboveground treatment plants). It is thus preferable to alternatives C, D, F, G, and H from the standpoint of Tribal cultural values.

417
418 3. *Alternatives C, D, F, G, and H*, or any combination thereof, are not preferred from
419 the perspective of Tribal cultural values, because they pose adverse effects
420 stemming from one or more of the following: additional wells, activity in the
421 particularly sensitive upland areas, maintaining treatment facilities within the
422 Topock Maze complex, or new, larger treatment plant facilities.
423

424 B. Once a ROD for remediation of groundwater has been issued, the parties to this PA
425 and Tribes who choose not to sign this PA will consult to determine the need for
426 amendments to this PA or editing and expansion of the CHPMP to incorporate new
427 information regarding the selected remedy's impacts and mitigation. Flexible decision
428 making will be essential for ensuring that appropriate mitigation measures are applied
429 at the appropriate time.
430

431 1. Should Monitored Natural Attenuation be included as a component of the selected
432 remedy for the Project area, the Federal Agencies will determine, in consultation
433 with the Signatories and Invited Signatories, how best to ensure that:
434

435 a. Existing monitoring wells and related facilities shall be used to the maximum
436 extent practicable.
437

438 2. Should Alternative E be selected, the Federal agencies will ensure, consistent with
439 the principles set forth in Stipulation I, that:
440

441 a. Existing monitoring wells and related facilities shall be used to the maximum
442 extent practicable.
443

444 b. The need for and placement of any new facilities or activities will be
445 determined in consultation with the Tribes and the Consulting Parties
446 following the guidelines in Appendix B.
447

448 c. New facilities or activities will be placed in areas already disturbed by
449 previous grading and other mechanized activities to the extent practicable,
450 consistent with protecting human health and the environment and achieving
451 cleanup in a timely manner.
452

453 d. The Federal Agencies will develop a brochure to notify other state and
454 Federal agencies of the Signatories' and Invited Signatories' concerns with
455 the actions to be taken within the vicinity of the Topock Remediation Project
456 and the Topock Maze.
457

458 e. The performance of all field activities in support of the remedy shall be
459 executed in such a way as to avoid and/or minimize adverse effects to
460 cultural and historic properties to the maximum extent practicable.
461

462 f. Subject to Stipulation I(A), direct, indirect, and cumulative adverse effects
463 shall be considered and mitigated.

464 g. Should any other alternative, including but not limited to Alternative C, D, F,
465 G, or H or any combination thereof, be selected, the Federal Agencies shall
466 re-open consultation with the Signatories, Tribes, and Invited Signatories to
467 this PA to seek an amendment in accordance with Stipulation XIV hereof. In
468 the event that any such amendment should be required, the Signatories and
469 Invited Signatories agree to exercise their best efforts in order not to impede,
470 or delay unnecessarily, issuance of the ROD or implementation of the
471 groundwater remedy.

472
473 3. Because the final design of the selected remedy will likely differ from its
474 conceptual design, the Federal agencies shall ensure that:

475
476 a. Consultation between the Signatories, Tribes, and Invited Signatories shall be
477 initiated prior to final design and implementation of that alternative.

478
479 b. Every effort shall be made to avoid and/or minimize adverse effects in
480 accordance with the principles set forth in Stipulation I.

481
482 c. Whatever the selected alternative, the Federal Agencies will consult with
483 Signatories, Tribes, and Invited Signatories during design, implementation,
484 and monitoring activities to determine how best to restore the areas affected
485 by the Topock Remediation Project. These areas will include, but not be
486 limited to, the site of the existing treatment plant and related facilities but will
487 exclude the Topock Compressor Station and related facilities. The Federal
488 Agencies will ensure that environmental restoration to the conditions existing
489 prior to the construction of the Project is planned and conducted to the extent
490 practicable.

491
492 4. The mitigation measures described above are based on information known as the
493 execution of the PA. Future studies, work plans, or environmental review
494 documents may identify additional adverse effects and the need for additional
495 consultation with Signatories, Tribes, and Invited Signatories regarding
496 appropriate mitigation measures and are in no way precluded by this PA. Should
497 additional adverse effects be identified through consultation on future studies,
498 work plans, or review documents, the Federal Agencies will incorporate
499 mitigation measures in the Treatment Plan included in the CHPMP as described in
500 Stipulation VII (B) of this PA.

501
502 **IV. CHARACTERIZING, REMEDIATING, AND MITIGATING SOILS**
503 **CONTAMINATION**
504

505 A. At the time of the execution of this PA, soil investigations are ongoing for the Topock
506 Compressor Station and surrounding area. The Federal Agencies will ensure that:

507
508 1. Consultation between the Signatories, Tribes, and Invited Signatories shall
509 continue during development of the work plans for Soil Part A, Phase II
510 Investigation, and Soil Part B Investigation. Should additional adverse effects be

511 identified through consultation on future studies or work plans, the Federal
512 Agencies will incorporate mitigation measures in the Treatment Plan included in
513 the CHPMP as described in Stipulation VII (B) of this PA.
514

- 515 2. Every effort shall be made to avoid and/or minimize adverse effects to the
516 maximum extent practicable, in accordance with the principles set forth in
517 Stipulation I. Tribal and Archaeological Monitors shall be authorized to monitor
518 all such related activities in accordance with Appendix C.
519

520 B. Once a CMS/FS for remediation of soils has been prepared, the parties to this PA
521 agree to engage in consultations to determine the need for amendments to this PA or
522 editing and expansion of the CHPMP to incorporate new information regarding soils
523 remediation alternatives, adverse effects, and mitigation. The Federal Agencies will
524 ensure that:
525

- 526 1. As a general rule, only soils that have been contaminated by human activity are to
527 be remediated. Response actions to address contaminated soils will be selected in
528 compliance with the requirements of CERCLA. No soils remediation or
529 mitigation will proceed until consultation with all Signatories and Invited
530 Signatories has been completed in accordance with guidelines in Appendix B.
531

- 532 2. Any and all projects to remove or otherwise remediate the contamination of soils
533 are planned in accordance with the principles set forth in Stipulation I of this PA.
534

- 535 3. Tribal and Archaeological Monitors shall be authorized to monitor all soils
536 characterization, remediation, and mitigation activities in accordance with
537 Appendix C.
538

- 539 4. Because the final design of the selected remedy may differ from its conceptual
540 design, the Federal Agencies agree to ensure that:
541

- 542 a. Consultation between the Signatories, Tribes, and Invited Signatories is
543 initiated prior to final design of the selected remedy.
544

- 545 b. Every effort shall be made to avoid and minimize adverse effects to the
546 maximum extent practicable, in accordance with the principles set forth in
547 Stipulation I.
548

- 549 5. The mitigation measures are based on information known as of the execution of
550 the PA. Studies, workplans, and environmental documents may identify additional
551 adverse effects and mitigation measures, in consultation with Signatories, Tribes,
552 and Invited Signatories, which will not be precluded by this PA.
553

- 554 a. Whatever the selected alternative, the Federal Agencies will consult with all
555 Signatories, Tribes, and Invited Signatories during the design activities to
556 determine how to best restore the areas affected by the Topock Remediation

Project. These areas include, but are not limited to, the site of the existing treatment plant and related facilities, but exclude the Topock Compressor Station and related facilities to ensure that environmental restoration to the conditions existing prior to the construction of the Project is planned and conducted, to the extent practicable.

- b. BLM will include the results of consultation as part of the Treatment Plan specified in the CHPMP and document specific consultation activities as part of the administrative record.

V. REMOVAL OF EXISTING TREATMENT PLANT AND OTHER REMEDIATION FACILITIES

- A. All facilities and appurtenances related to the Topock Remediation Project are to be removed as soon as practicable upon attainment of cleanup standards and a determination by DOI that removal of such facilities is protective of human health and the environment. All such removal will be planned in consultation with the Signatories, Tribes, and Invited Signatories following the guidelines in Appendix B.
- B. The removal of such facilities shall be monitored following the monitoring guidelines in Appendix C.
- C. The removal of such facilities shall take place along existing graded roads to the maximum extent practicable.
- D. Prior to decommissioning of any remediation facility, the Federal Agencies will consult with all Signatories, Tribes, and Invited Signatories during the development of the closure plan to determine how to best restore the areas affected by the Topock Remediation Project, including, but not limited to, the site of the existing treatment plant and related facilities, but excluding the Topock Compressor Station and related facilities, to ensure that environmental restoration of conditions existing prior to the construction of the Project is achieved to the extent practicable.
- E. PG&E will draft a plan for decommissioning, removal, and restoration of the IM-3 facility prior to implementation of the groundwater remedy in consultation with all Signatories, Tribes, and Invited Signatories.

VI. INTERIM MEASURES FOR IMPLEMENTATION OF THE UNDERTAKING

- A. The CRMP was developed to address historical and archeological issues. BLM will consult with the Signatories, Tribes, and Invited Signatories in order to take into account Tribal and cultural values that were not addressed in the CRMP. Until such time as the CHPMP as described in Stipulation VII has been finalized, BLM shall continue to implement the CRMP as distributed to all Signatories, Tribes, and Invited Signatories in March 2008 (attached hereto as Appendix H).
- B. Until such time as the CHPMP as described in Stipulation VII has been finalized, the

BLM will utilize the State Protocol Agreements between the California and Arizona State Directors of the BLM and the California and Arizona SHPOs which outline how the BLM will meet its responsibilities under the NHPA and the *Programmatic Agreement Among the Bureau of Land Management, the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers Regarding the Manner in Which BLM will Meet Its Responsibilities Under the National Historic Preservation Act* (1997).

VII. CULTURAL AND HISTORIC PROPERTIES MANAGEMENT PLAN (CHPMP)

- A. The BLM will be responsible for the development of a CHPMP that specifies how cultural and historic properties within the APE are to be treated during implementation of the Undertaking. BLM will consult with all Signatories, Tribes, and Invited Signatories to this PA in the development of the CHPMP. The CHPMP will be finalized by the BLM no later than one year after signing of the ROD for the ground water remediation phase of the Undertaking. The requirements of the CRMP as distributed to all Signatories, Tribes, and Invited Signatories in March 2008 (attached hereto as Appendix H) for IM-3 will remain in effect until execution of the CHPMP. Upon execution, the CHPMP will supersede the CRMP.
- B. The CHPMP will provide a Treatment Plan which incorporates and is consistent with the principles in Stipulation I and the mitigation measures contained in this PA to avoid, minimize, or mitigate adverse effects to cultural and historic properties within the APE. The Treatment Plan will provide a description of known cultural and historic properties within the APE. For each type of historic property, the Treatment Plan will describe mitigation measures and include those taken from this PA that might be used to avoid, minimize, or mitigate adverse effects to the cultural and historic properties within the area of the Undertaking. Should a proposed action be determined to have an adverse effect, the Treatment Plan would be used as the first point of reference in developing a specific course of action that would address how best to avoid, minimize, or mitigate the adverse effect.
- C. The stipulations within the CRMP for IM-3 shall be considered for adoption within the CHPMP.
- D. The CHPMP will include a listing and maps of all cultural and historic resources associated with the Undertaking within the APE, including properties already on the NRHP, and properties determined eligible for inclusion on the NRHP (in a manner consistent with Stipulation XII, Confidentiality).
- E. The CHPMP will include sections that describe the specific steps to be taken if previously unrecorded resources are located or if the Undertaking extends beyond the APE (as defined in Stipulation II(A), see also Appendix A Map), relative to identification, evaluation, and treatment of cultural and historic resources.
- F. After consultation with all Signatories, Tribes, and Invited Signatories, the BLM may amend the finalized CHPMP as additional information is developed regarding cultural

651 and historic resources within the APE, in the event that the APE is revised, and for
652 any other reasons determined appropriate by BLM. Revision of the CHPMP shall not
653 require an amendment of the PA. The CHPMP may be revised in phases as the
654 Undertaking progresses.

655
656 G. The CHPMP will include a discovery plan consistent with stipulation IX(C).

657
658 H. The CHPMP will contain a Plan of Action (POA) for use in the event of discovery of
659 human remains within the APE, which will address the roles of the Signatories,
660 Tribes, and Invited Signatories. The BLM will be the lead Federal Agency
661 responsible for seeing that the terms of the POA are executed. The POA will specify
662 how each Tribe wishes to be contacted and involved in the event of an unanticipated
663 discovery of human remains within the APE, as described in NAGPRA and all other
664 applicable State and Federal laws pertaining to human remains and funerary objects,
665 ceremonial items, and items of cultural patrimony. Human remains and funerary
666 objects must be treated in a culturally appropriate and respectful manner.

667
668 I. BLM shall remain responsible for making all recommendations and determinations of
669 significance, eligibility, and treatment of cultural and historic properties related to the
670 Undertaking. BLM will consult with all Signatories, Tribes, and Invited Signatories
671 according to the procedures contained in Appendix B of this PA before finalizing
672 recommendations, determinations, and treatment plans.

673 674 **VIII. IDENTIFICATION OF NATIONAL REGISTER OF HISTORIC PLACES** 675 **PROPERTIES**

676
677 BLM shall solicit additional input from the Tribes pertaining to the traditional religious
678 and cultural significance of the Topock Maze, including loci B and C, and any other
679 associated contributing properties. In consultation with the Tribes and Signatories to this
680 PA, no later than one year from execution of the PA, a decision will be made regarding
681 moving forward with a formal nomination to the NRHP for the traditional and religious
682 property/TCP associated with the Topock Maze and this Undertaking.

683 684 **IX. DISCOVERIES**

685
686 A. If the Undertaking affects a previously unidentified cultural and/or historic resource,
687 including human remains and/or associated funerary objects or graves, or affect such
688 resources in a way not previously anticipated, or have greater adverse effect than
689 previously anticipated, all work in the vicinity of the discovery shall cease. No further
690 action will be taken until the BLM, in consultation with Tribal and Archaeological
691 Monitors and PG&E in the field, has determined the nature of the discovery and
692 delineated an area not to exceed fifty (50) meters from the approximate center point
693 of the discovery (or a smaller or larger area if warranted by specific circumstances) in
694 which no further work is to take place until treatment of the discovery is resolved. At
695 such point, BLM will notify all Signatories, Tribes, and Invited Signatories of the
696 nature and general location of the discovery. The BLM will implement appropriate

measures, including stabilization or covering, to protect any discovery (human remains, funerary objects, sacred objects, or objects of cultural patrimony) from further disturbance in accordance with the principles set forth in Stipulation I. Ongoing work not within fifty (50) meters (or a smaller area if determined appropriate by parties in the field) of the discovery may continue. If human remains and/or associated funerary objects compose all or part of the discovery, then BLM shall ensure the stipulations of the POA included in the CHPMP, as described in Stipulation VII (H) hereof, will be completed. Also, if human remains and/or funerary objects are encountered, all activities shall follow the procedures and direction provided in NAGPRA and California Public Resources Code sections 5097.98 and 5097.991. For Arizona, such activities shall follow the procedures and direction provided in NAGPRA and applicable state laws, including the Arizona Antiquities Act of 1927 (ARS §41-841 to 41-846), Burial Protection Law of 1990 (ARS §41-865), and ARS §41-844 of 1990.

- B. If the Tribes, PG&E, and BLM can resolve treatment of the discovery in a manner that does not cause adverse effects to significant cultural and historic properties, BLM shall document the resolution, the activities within the work area may proceed and the AZ SHPO and the CA SHPO shall be notified of the discovery and resolution. The Tribes, PG&E, and BLM will use their best efforts to resolve treatment as quickly as possible.
- C. If there is failure to resolve treatment of the discovery in consultation with the Tribes and PG&E, BLM shall then consult with the AZ SHPO or the CA SHPO to develop a treatment plan that takes into account the effects of the Undertaking on the discovery. Within fifteen (15) days of notification of discovery, BLM shall provide the consulted SHPO(s), via email, a recommendation for resolving the discovery situation that takes into account the potential effects of the Undertaking on the discovery.
- D. If the CA SHPO or AZ SHPO (as appropriate, depending on the location of the discovery) does not object to BLM's recommendation(s) within fifteen (15) days, BLM will implement the recommendation(s). If the consulted SHPO objects to the recommendation, BLM will utilize the dispute resolution process in Stipulation XV of this PA to resolve any objection.

X. ADMINISTRATIVE STIPULATIONS

If, in the judgment of DTSC, Federal Agencies, or other qualified monitoring entities, there is an imminent threat of contamination to the Colorado River or to human health, implementation of measures to address the imminent threat will take precedence over compliance with the stipulations of this PA. If such measures must be implemented as determined by DTSC or DOI, additional ground-disturbing activities or construction of facilities will be minimized to the extent practicable and operation will continue until such time as the imminent threat is alleviated. The PA will be followed to the extent practicable during an imminent threat.

XI. STANDARDS

- A. All actions prescribed by this PA that involve the identification, evaluation, analysis, recordation, treatment, archaeological monitoring, and disposition of historic properties and that involve the reporting and documentation of such actions in the form of reports, forms, or other records, shall be carried out by or under the direct supervision of a person or persons meeting, at a minimum, the Secretary of the Interior's Professional Qualifications Standards (PQS) for archaeology, history, or architectural history, as appropriate (48 FR 44739). However, nothing in this stipulation may be interpreted to preclude any party qualified under the terms of this paragraph from using the services of properly supervised persons who do not meet the PQS.
- B. When documentation of non-archaeological cultural and historic properties, TCPs, or other types of evidence is deemed necessary by the BLM in order to further document the effects of any proposed Undertaking, the guidelines found in National Register Bulletin 38, Appendix G: Professional Qualifications: Ethnography should be followed to extent practicable, as determined by the BLM.
- C. Tribal Qualifications: Tribal experts on their cultures and religions shall not be subject to Stipulation XI (A). Qualified Tribal Monitors shall be an authorized representative of the Tribe with the qualifications the Tribe deems necessary.
- D. Consistent with paragraphs A, B, and C above, reporting on and documenting the actions cited in paragraph A. of this stipulation shall conform to BLM 8100 Manual guidance as stipulated in the BLM Cultural Resources Use Permit and Field Authorizations for this Undertaking, and to every reasonable extent with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR 44716-44740), as well as the California Office of Historic Preservation's *Preservation Planning Bulletin Number 4(a), December 1989, Archaeological Resource Management Reports (ARMR); Recommended Contents and Format (ARMR Guidelines) for the Preparation and Review of Archaeological Reports*, and the Arizona State Historic Preservation Office's *Standards for Conducting and Reporting Cultural Resources Surveys, the Guidance Point Series, and Recommended Standards for Monitoring, Testing, and Data Recovery* (Arizona State Museum), and any specific county or local requirements or report formats as necessary.

XII. CONFIDENTIALITY

- A. To the maximum extent allowed by law, the Signatories and Invited Signatories shall maintain the confidentiality of records, data, and information pertaining to the location, nature, practices, and use of cultural resources, including cultural and historic properties about which there are culturally sensitive issues, as consistent with NHPA §304, ARPA §9, and California Government Code §6254.10. Such culturally sensitive issues will be determined by BLM through consultation with the concerned tribes.

- 790
- 791 B. Records describing, listing, or illustrating the locations of historic properties, and any
- 792 other records arguably exempt from public disclosure in the judgment of the Federal
- 793 Agencies, shall be labeled "Confidential, Not for Public Release." These records will
- 794 be part of the Project record but will not be considered part of the public record for
- 795 the Topock Remediation Project.
- 796
- 797 C. These provisions shall not be construed to prevent Invited Signatory Tribes from
- 798 accessing cultural resources documentation in project records held by the Federal and
- 799 State Government for interpreting their history, or for other cultural usage.
- 800

801 **XIII. CURATION**

802

- 803 A. Federal Lands: As appropriate, BLM shall consult with the Signatories, Tribes, and
- 804 Invited Signatories to establish the appropriate disposition of any Native American
- 805 cultural items recovered from Federal lands and shall repatriate all such items in
- 806 compliance with Federal laws. Cultural items subject to NAGPRA shall be treated
- 807 according to the provisions of NAGPRA, 43 CFR §10. Where Federal lands are
- 808 involved, all appropriate records and materials resulting from implementation of this
- 809 PA, except for those items that are subject to the provisions of NAGPRA, 43 CFR
- 810 §10, shall be curated in accordance with 36 CFR §79, as applicable.
- 811
- 812 B. Tribal Lands: On lands owned by the Tribes, cultural material will remain with the
- 813 Tribes. Material from the IM-3 property shall remain with the Fort Mojave Indian
- 814 Tribe.
- 815
- 816 C. State Lands: If human remains and/or funerary objects are encountered, all activities
- 817 shall follow the procedures and direction provided in NAGPRA and California Public
- 818 Resources Code sections 5097.98 and 5097.991. For Arizona, such activities shall
- 819 follow the procedures and direction provided in NAGPRA and Arizona Antiquities
- 820 Act of 1927 (ARS §41841 to 41-846), Burial Protection Law of 1990 (ARS §41-865),
- 821 and (ARS §41-844 of 1990).
- 822
- 823 D. Private Lands: If cultural materials are recovered from private lands, BLM will seek
- 824 to have the materials donated through a written donation agreement to the closest
- 825 culturally affiliated Tribe. If such an agreement is not executed, BLM will attempt to
- 826 have all collections curated at one location appropriate to each State and County. To
- 827 the extent permitted under §5097.98 and §5097.991 of the California Public
- 828 Resources Code, the items, materials, and records resulting from implementation of
- 829 this PA and located on non-Federal lands shall be curated in accordance with 36 CFR
- 830 §79.
- 831
- 832 E. Cultural materials (with the exception of human remains, funerary objects, sacred
- 833 objects, ceremonial items, or items of cultural patrimony) recovered from within the
- 834 Project Area shall be curated and have laboratory work undertaken as close as
- 835 possible to the originating location and the culturally affiliated peoples.
- 836

- 837 F. Human remains, funerary objects, sacred objects, ceremonial items, or items of
838 cultural patrimony will neither be collected nor curated. If any such items are
839 discovered in the course of the Undertaking, they shall be treated respectfully, in a
840 culturally appropriate manner and in accordance with the Plan of Action for
841 Discoveries included in the CHPMP.
842

843 **XIV. AMENDMENTS TO THE AGREEMENT** 844

845 Any Signatory or Invited Signatory to this PA may at any time propose amendments and
846 distribute such written draft amendments to all other parties to this PA. Upon receipt of
847 such draft amendments, all Signatories, Tribes, and Invited Signatories shall consult for
848 no more than thirty (30) days to consider such amendments. Amendments to this PA shall
849 take effect on the dates that they are fully executed by the Signatories.
850

851 **XV. DISPUTE RESOLUTION** 852

- 853 A. Should any Signatory or Invited Signatory to this PA object at any time to any actions
854 proposed or the manner in which the terms of this PA are implemented, BLM shall
855 consult with such party to resolve the objection. If BLM determines that such
856 objection cannot be resolved, BLM will:
857

- 858 1. Forward all documentation relevant to the dispute, including the BLM's proposed
859 resolution, to the ACHP. The ACHP shall provide BLM with its advice on the
860 resolution of the objection within thirty (30) days of receiving adequate
861 documentation. Prior to reaching a final decision on the dispute, BLM shall
862 prepare a written response that takes into account any timely advice or comments
863 regarding the dispute from the ACHP, Signatories, and Invited Signatories and
864 provide them with a copy of this written response. BLM will then proceed
865 according to its final decision.
866
- 867 2. If the ACHP does not provide its advice regarding the dispute within the thirty
868 (30) day time period, BLM may make a final decision on the dispute and proceed
869 accordingly. Prior to reaching such a final decision, BLM shall prepare a written
870 response that takes into account any timely comments regarding the dispute from
871 the Signatories and Invited Signatories to the PA and provide them and the ACHP
872 with a copy of such written response.
873

- 874 B. BLM's responsibilities to carry out all other actions subject to the terms of this PA
875 that are not the subject of the dispute remain unchanged.
876

- 877 C. At any time during implementation of this PA, should an objection pertaining to this
878 PA be raised by a Tribe or a member of the public, BLM shall immediately notify all
879 Signatories and Invited Signatories of the objection, consult with all Signatories and
880 Invited Signatories concerning the objection, and take their views into account in
881 reaching a final decision. The BLM retains the authority to make the final decision
882 resolving the objection. The BLM will provide its final decision to the objecting party

and all Signatories and Invited Signatories within fifteen (15) days of reaching a decision.

- D. Any dispute pertaining to the NRHP eligibility of historic properties or cultural resources covered by this PA will be addressed by the BLM per 36 CFR §800.4(c)(2) in a manner consistent with the principles outlined in the PA.

XVI. TERMINATION

- A. If any Signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories and Invited Signatories to attempt to develop an amendment per Stipulation XIV. If within thirty (30) days from commencement of consultation, an amendment cannot be agreed upon, any Signatory may terminate the PA upon written notification to the other Signatories and Invited Signatories.
- B. If this PA is terminated, and prior to work continuing on the undertaking, BLM must either (a) execute an agreement document pursuant to 36 CFR §800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR §800.7. BLM shall notify the Signatories and Invited Signatories as to the course of action it will pursue.
- C. The Signatories have the sole authority to terminate this PA. An Invited Signatory may propose termination but cannot terminate this PA. However, prior to proposing termination, any Signatory or Invited Signatory who has proposed termination must first attempt to amend the PA pursuant to Stipulation XIV.
- D. In the event of termination of this PA, the BLM shall at all times ensure that until and unless a new agreement is executed for the actions covered by this PA, all Undertakings formally addressed in the terminated PA shall be reviewed individually in accordance with 36 CFR §800.4-800.6.

XVII. ANNUAL REPORT AND EVALUATION

- A. The implementation and operation of this PA shall be evaluated on an annual basis by the Signatories, Tribes, and Invited Signatories. This evaluation may include in-person meetings between BLM and the Signatories, Tribes, and Invited Signatories and review for possible modifications or amendments.
- B. BLM shall prepare and submit reports by December 1st of annual cultural resource activities to all Signatories, Tribes, and Invited Signatories for each of the first five (5) years after the implementation of this PA and every second year after that for the duration of this PA. Signatories and Invited Signatories may provide comments on annual reports to BLM within thirty (30) business days of receipt. BLM will collate and distribute comments to all Signatories and Invited Signatories, revise the report, as necessary, and explain why particular revisions were or were not made. If there are

929 significant revisions needed, and if the Signatories agree in writing, a meeting may be
930 held to discuss any needed revisions.
931

932 XVIII. APPENDICES

933
934 This PA includes eight Appendices (Appendices A - H) whose terms shall be construed
935 in a manner consistent with the terms of this PA. In the event of a conflict between the
936 terms of this PA and the terms of any Appendix the terms of this PA shall control.
937

938 XIX. DURATION OF THIS AGREEMENT

939
940 A. Unless the PA is terminated pursuant to Stipulation XVI, another agreement executed
941 for the Undertaking explicitly supersedes it, or the Undertaking itself, including
942 remediation of the site, has been completed, this PA will remain in full force and
943 effect for thirty (30) years from the date of execution.
944

945 B. The BLM will notify the other Signatories and Invited Signatories to the PA when the
946 PA is terminated or ceases to be in full force and effect. The Signatories may extend
947 the duration of the PA through the execution of an amendment per Stipulation XIV
948 prior to its termination or lapse. This PA shall be reviewed every five (5) years to
949 assess the need for modification or amendment.
950

951 XX. EFFECTIVE DATE

952
953 This PA shall take effect on the date that it has been fully executed by the Signatories.
954 Any amendments or attachments to this PA shall take effect on the dates they are fully
955 executed by the Signatories, or such other self-executing dates as may be described in
956 those documents.
957

958 Execution and implementation of this PA is evidence that BLM has afforded the ACHP a
959 reasonable opportunity to comment on the Undertaking and its effects on cultural and
960 historic properties and has complied with Section 106 of the NHPA. The Signatories to
961 this PA represent that they have the authority to sign for and bind the entities on behalf of
962 whom they sign.
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976 **XXI. SIGNATORY AND INVITED SIGNATORY PARTIES**

977

978 Separate pages to follow for each party

979

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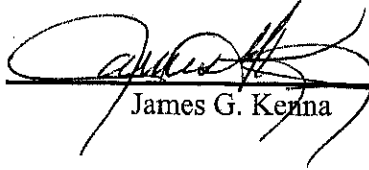
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990 **A. Signatory Party**

991
992 **U.S. BUREAU OF LAND MANAGEMENT**

993
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995
996
997 By:


James G. Kenna

Date:

10/8/2010

TITLE: State Director

B. Signatory Party

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:



John M. Fowler

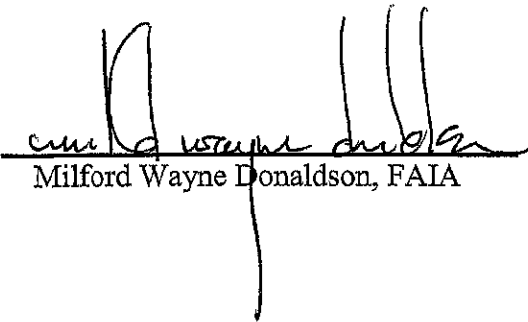
Date:

10/26/10

TITLE: Executive Director

C. Signatory Party

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By: 
Milford Wayne Donaldson, FAIA

Date: 20 OCT 2010
TITLE: State Historic Preservation Officer

D. Signatory Party

ARIZONA STATE HISTORIC PRESERVATION OFFICER

By: James Garrison
James Garrison

Date: 10/21/10
TITLE: State Historic Preservation Officer

1693 P. Invited Signatory Party

1694
1695 U.S. FISH & WILDLIFE SERVICE
1696

1697
1698
1699
1700 By: Thomas E. Hawley
1701 for Chris S. Pease
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1738

Date: 10-20-10

TITLE: Chief, National Wildlife
Refuge System, USFWS Southwest
Region.

1739 **APPENDICES**

- 1740
- 1741 A. **Area of Potential Effect** (APE) for the Groundwater Remediation Phase of the Topock
- 1742 Remediation Project
- 1743
- 1744 B. **Consultation Protocol**
- 1745
- 1746 C. **Monitoring Protocol**
- 1747
- 1748 D. **Archaeological and Historical Resources within the APE of the Topock IM No. 3**
- 1749 **Project**
- 1750
- 1751 E. **Acronyms and Abbreviations**
- 1752
- 1753 F. **References, Laws, and Regulations Cited**
- 1754
- 1755 G. **Glossary**
- 1756
- 1757 H. **Cultural Resources Management Plan** Material Associated with Interim Measure 3 (IM-
- 1758 3) of the Topock Remediation Project (March 2008). (archaeological and historical site
- 1759 location information redacted)
- 1760
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