

**PROGRAMMATIC AGREEMENT
BETWEEN THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND THE
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
CASSEL-FALL RIVER ROAD BRIDGE REPLACEMENT PROJECT
IN THE TOWN OF FALL RIVER MILLS, COUNTY OF SHASTA, CALIFORNIA**

WHEREAS, pursuant to 23 U.S.C. 326, the Federal Highway Administration (FHWA) has assigned and the California Department of Transportation (Caltrans, including all subordinate divisions defined below) has assumed FHWA responsibility for environmental review, consultation, and coordination under the provisions of the *Fourth Renewed Memorandum of Understanding (MOU) between the Federal Highway Administration, California Division, and the California Department of Transportation – State Assumption of Responsibility for Categorical Exclusions*, which became effective on May 31, 2016, and applies to this Undertaking; and,

WHEREAS, pursuant to the January 1, 2014, *First Amended Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Section 106 PA), Caltrans is deemed to be a federal agency for all highway-aid projects it has assumed, and in that capacity Caltrans has assigned the role of “agency official” to the Caltrans Division of Environmental Analysis (DEA) Chief for the purpose of compliance with 36 CFR 800 and is responsible for oversight of District environmental responsibilities. To provide for effective compliance, day-to-day responsibilities and coordination of the Section 106 process are further delegated to the DEA Cultural Studies Office (CSO) Chief; and,

WHEREAS, the applicant, the County of Shasta (County), proposes to construct the FHWA-funded Cassel-Fall River Road Bridge Replacement Project (Undertaking), consisting of replacing the structurally deficient Cassel-Fall River Road Bridge (Bridge #06C0039) over the Pit River on Cassel-Fall River Road in the town of Fall River Mills and County of Shasta. A full project description is provided in Attachment A; and,

WHEREAS, the Undertaking’s Area of Potential Effects (APE) (Attachment B to this PA) and area of direct impact (ADI) include the following resources which will not be adversely affected: the existing bridge (#06C0039) (determined not eligible for the National Register of Historic Places [NRHP]); pre-contact archaeological site P-45-004703 (assumed eligible under Criterion D); and a built environment resource known as the Knoch Diversion Canal (P-45-004704) (assumed eligible under Criteria A and B); and,

WHEREAS, Caltrans has determined that adverse effects to P-45-004703 and the Knoch Diversion Canal—both of which are assumed eligible for listing on the NRHP for the purposes

of the Undertaking pursuant to Stipulation VIII.C.4 of the Section 106 PA—can be avoided through the creation, monitoring, and effective enforcement of Environmentally Sensitive Areas (ESAs) as described in Attachment D; and,

WHEREAS, consultation with the Ajumawi Band of the Pit River Nation and ethnographic research identified an additional resource within the APE known as the Ajumawi Settlement Area traditional cultural property (TCP); for the purposes of this undertaking Caltrans is treating the Ajumawi Settlement Area TCP as a Historic District assumed eligible for listing on the NRHP under Criteria A and D. Furthermore, two archaeological sites with a potential to be adversely affected have been identified and are considered contributing features of the Historic District: multi-component site CA-SHA-3643/H (previously determined eligible), and pre-contact site P-45-003652 (not evaluated); and,

WHEREAS, archaeological sites CA-SHA-3643/H and P-45-003652 lie on the east side of the Pit River on either side of Cassel-Fall River Road, there is a potential that one or both sites could extend underneath the existing bridge abutment, roadway, and fill prism, a section of the ADI which will be inaccessible until construction begins; and,

WHEREAS, Caltrans and the County were unable to identify the full extent of CA-SHA-3643/H and P-45-003652 within the ADI and are therefore unable to determine how the undertaking may adversely affect these properties, Caltrans has consulted with the State Historic Preservation Officer (SHPO) and, where the Section 106 PA so directs, in accordance with 36 CFR Part 800, the regulation implementing Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f), as amended (NHPA), Caltrans has determined that preparation of a Programmatic Agreement (PA) is the appropriate means to ensure completion of the identification and evaluation of potential historic properties within the ADI, and to provide for the resolution of any adverse effects on identified historic properties subsequent to its approval of the Undertaking pursuant to 36 CFR §800.4(b)(2) and 800.14(b) (see Attachment C). Caltrans will file a copy of this PA with the Advisory Council on Historic Preservation (ACHP) pursuant to Stipulation X.C.4 of the Section 106 PA; and,

WHEREAS, Caltrans District 2 (District 2) and the County have a responsibility to fulfill the terms of this PA and are participating as invited signatories; and,

WHEREAS, Caltrans has consulted with Pacific Gas and Electric (PG&E), the property owner, regarding the Undertaking and has invited them to concur in this PA; and,

WHEREAS, Caltrans has consulted with the Pit River Nation/Ajumawi Band regarding the Undertaking and has invited them to concur in this PA; and,

WHEREAS, Caltrans, per Stipulation I.F of the Section 106 PA, has consulted with the United States Army Corps of Engineers, Sacramento District, regarding the Undertaking and has invited them to concur in this PA; and,

WHEREAS, Caltrans has consulted with the Shasta County Historical Society and the Fort Crook Historical Society;

NOW, THEREFORE, the PA signatories agree that, upon the County's decision to proceed with the Undertaking, Caltrans shall ensure that the Undertaking is implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties, and further agrees that these stipulations shall govern the Undertaking and all of its parts until this PA expires or is terminated.

STIPULATIONS

Caltrans shall ensure that the following stipulations are carried out:

I. AREA OF POTENTIAL EFFECTS

A. The APE for the undertaking, as depicted in Attachment B to this PA, includes all potential ground disturbing activities that would reasonably be expected from the proposed project, including but not limited to all existing and proposed right-of-way, temporary construction easements (TCEs) and staging areas.

B. If the District 2 Professionally Qualified Staff (District 2 PQS) determines that the final design of the project requires modification to the APE, Caltrans shall inform the parties to the PA of the revisions and consult for no more than 15 days to reach agreement on the proposed revisions. If Caltrans, District 2, the County, the SHPO, and other appropriate signatories cannot reach such agreement, then the parties to this PA shall resolve the dispute in accordance with Stipulation XII.C below. If all parties reach mutual agreement on the proposed revisions, District 2 and the County will submit a new APE map reflecting the revisions, consistent with Stipulation VIII.A and Attachment 3 of the Section 106 PA, no later than 30 days following such agreement. Any further investigation or document necessitated by the revised APE will follow the procedures for the identification and evaluation of potential historic properties as specified in Stipulation VIII of the Section 106 PA and in accordance with 36 CFR §800.4(a)(2-4) and 800.4(b). Amendment of the APE will not require an amendment to this PA. The revised APE and supporting documentation shall be incorporated into Attachment B to this PA.

II. PHASED IDENTIFICATION OF ARCHAEOLOGICAL RESOURCES

A. Caltrans shall ensure that identification of archaeological sites is conducted pursuant to the *Post-Review Discovery and Monitoring Plan for the Cassel-Fall River Road Bridge (6C0039) Replacement Project over the Pit River, Shasta County, California* (Sikes 2017) (Discovery Plan), which is Attachment C of this PA. The Discovery Plan will be used to provide context and guide the identification, evaluation, and assessment of effects and treatment to resolve adverse effects to historic properties as a result of construction activities.

1. Due to lack of surface visibility and the potential for subsurface archeological resources within the footprint of the existing bridge, Extended Phase I (XPI) testing will occur following removal of the fill material adjacent to the known boundaries of CA-SHA-3643/H and P-45-003652.

2. If archaeological resources are identified during XPI investigations that were not considered in the Discovery Plan, the Discovery Plan will be amended, if necessary, to take these resources into consideration, and circulated among the PA signatories and other interested parties.
3. If archaeological resources are identified as a result of XPI investigations or during construction of any stage, and those resources can be protected during construction from any project effects by the establishment and effective enforcement of an Environmentally Sensitive Area (ESA), those resources may be considered eligible for the NRHP for the purposes of the Undertaking without conducting additional subsurface testing or surface collecting in accordance with Stipulation VIII.C.3 of the Section 106 PA. The ESA Action Plan is Attachment D of this PA.
4. If archaeological resources are identified that do not meet the thresholds of eligibility for listing in the NRHP as discussed in Stipulation III, below, no further consideration will be given under the terms of this PA.
5. If archaeological resources are identified that meet the thresholds of eligibility discussed in Stipulation III, below, they will be considered eligible for listing in the NRHP, and if those resources cannot be protected from any potential project effects by the establishment of an ESA, Caltrans shall follow Stipulation IV and the Discovery Plan.

III. EVALUATION

Background research and XPI testing up to the toe of fill for the existing bridge indicate that there is a high probability that cultural resources will be uncovered during construction of the Undertaking. Until ground disturbance associated with demolition of the existing bridge has begun, however, the quantity, quality, and integrity of archaeological remains will be unknown. The following thresholds will be utilized in order for qualified consulting archaeologists, with oversight by District 2 PQS, to make eligibility calls in the field. By adhering to the thresholds described below, Caltrans may assume SHPO concurrence with their findings. Caltrans may consult SHPO staff at any time should a question about eligibility arise.

A. Thresholds of Eligibility

1. Prehistoric Properties

- a. It is often not possible to determine whether prehistoric sites and features are eligible for the NRHP until laboratory studies have been completed and analyzed. Therefore, any prehistoric site or feature, with the exception of isolated artifacts (defined as less than three artifacts within a 100-square-meter area per Attachment 4 of the Section 106 PA), will be assumed eligible for the NRHP under Criterion D.
- b. To the extent possible, the County, with oversight provided by District 2 PQS, shall consult with Indian tribes that may attach religious or cultural significance to the historic property to determine if the site has values that

may qualify it as eligible for the NRHP under Criteria A, B, and/or C in addition to, or instead of Criterion D.

2. SHPO Notification

District 2 will notify the SHPO within 48 hours if any properties are identified that meet the thresholds for eligibility for the NRHP. SHPO will be afforded 72 hours to review and comment on any properties identified. Absent objections pursuant to Stipulation XII.C, Caltrans may combine the assessment of effects and data recovery phases of the treatment, if necessary, as discussed in Stipulations IV and V.

IV. ASSESSMENT OF EFFECTS

A. District 2 PQS shall assess the effects of the Undertaking on any properties listed, eligible, or considered eligible for the NRHP within the APE in accordance with Caltrans policies and guidelines and the Discovery Plan.

1. If District 2 PQS determines that the Undertaking meets the conditions of Stipulation X.B.1 of the Section 106 PA, Caltrans shall notify SHPO of a finding of No Adverse Effects with Standard Conditions (ESA).
2. If District 2 PQS concludes that the Undertaking will have an effect on properties considered eligible for the NRHP, but the effect is not considered adverse, District 2 shall notify the PA parties and any Indian tribe that might attach religious or cultural significance to the affected property of a finding of No Adverse Effect.
3. If District 2 PQS concludes that the Undertaking will have an adverse effect on properties considered eligible for the NRHP, Caltrans shall notify the PA parties and any Indian tribe that might attach religious or cultural significance to the affected property of a finding of Adverse Effect.
4. Should any of the parties notified under Stipulation IV.2 or IV.3 above respond with comments within 48 hours, District 2 shall take into account their comments or continue consultation with any commenting parties; the continued consultation shall not last more than 15 days. Following the conclusion of any further consultation, District 2 shall take all comments received into account and may carry out actions to resolve any effects. Failure of any notified party to respond within 48 hours of the notification shall not preclude District 2 from proceeding with their proposed actions.

V. TREATMENT OF HISTORIC PROPERTIES

A. Caltrans shall ensure that any adverse effects of the Undertaking on CA-SHA-3643/H or P-45-003652 are resolved pursuant to the Discovery Plan (Attachment C).

B. Where data recovery and mitigation are not prescribed, in order to avoid adverse effects to additional deposits and resources that may be eligible for the NRHP, the County will protect those resources from any potential effects during construction by establishment and effective enforcement of ESA(s), following the ESA Action Plan that is appended to this PA as Attachment D. The ESA Action Plan ensures that no work will

take place within the ESA(s), either horizontally or vertically, to a depth that may impact the deposits.

1. In addition, as described in Attachment A, CA-SHA-3643/H will be protected from adverse effects by carefully constructing a temporary access road with geofabric and gravel that will prevent the site from disturbance or rutting by equipment.

C. Any party to this PA may propose to amend the Discovery Plan. Such amendment will not require amendment of this PA.

1. Consultation among the PA parties on major amendments to the Discovery Plan will be 30 calendar days in duration, with the option for extensions and subsequent reviews.
2. Consultation among the PA parties on amendments related to finds during construction will take no more than 10 business days.

D. Disputes regarding amendments proposed hereunder shall be addressed through further consultation among the PA parties, and will be 15 business days in duration. If the dispute is resolved within this time frame the PA parties shall proceed in accordance with the terms of that resolution. If the dispute is not resolved within this time frame, Caltrans shall render a final decision regarding the dispute and the PA parties shall proceed in accordance with the terms of that decision.

VI. CONSTRUCTION MONITORING

A. All ground disturbances will be monitored in the project area, as outlined in the Discovery Plan.

B. Archaeological resources identified during construction monitoring will be evaluated by the monitoring archaeologist, with oversight from District 2 PQS, according to the significance criteria set forth in Stipulation III and the Discovery Plan.

VII. TREATMENT AND DISPOSITION OF ARCHAEOLOGICAL MATERIALS

A. Archaeological material will be treated in accordance with the laboratory procedures as described in the Discovery Plan.

B. At the request of PG&E, the private property owner, all artifacts will be returned to them after analyses are complete.

VIII. OTHER MITIGATION AND AVOIDANCE MEASURES

A. At the request of the Pit River Nation/Ajumawi Band, Caltrans District 2 and the County will develop interpretive materials (e.g., brochure, pamphlet, booklet, etc.) that will be made available to the public. The materials will focus on the identification of ethnobotanicals in and around the project area and will include a description of the ecological benefits and traditional uses of various native plants. The materials will

include information and photographs already collected through interviews and research, as well as information obtained through additional interviews and research, if necessary.

B. After consultation and with agreement from the Pit River Nation/Ajumawi Band, adverse effects to the Ajumawi Settlement Area TCP will be avoided by transplanting and/or replacing any ethnobotanicals (identified in the ethnographic study) that must be removed during construction of the Undertaking. With agreement from the County and PG&E, planting will occur within the project boundaries and on nearby parcels owned by PG&E, taking care to ensure that no historic properties are affected during the process.

IX. REPORTING REQUIREMENTS AND RELATED REVIEWS

A. Within 30 days after District 2 has determined that all fieldwork required under Stipulation II-VII has been completed, District 2 will ensure preparation, and concurrent distribution to the other PA parties for a 30-day review and comment period, a brief letter report that summarizes the field efforts and the preliminary findings that resulted from them. Comments will be shared with SHPO prior to finalization of the letter report. The finalized letter report will subsequently be distributed to the PA parties.

B. Within twelve (12) months after District 2 has determined that all fieldwork required by Stipulation II-VII has been completed, District 2 will ensure preparation, and concurrent distribution to the other PA parties for review and comment, a draft technical report that documents the results of implementing and completing the Discovery Plan. The other PA parties will be afforded 45 days following receipt of the draft technical report to submit any written comments to District 2. Failure of these parties to respond within this time frame shall not preclude District 2 from authorizing revisions to the draft technical report, as District 2 may deem appropriate.

C. District 2 and the County will take all comments into account in revising the technical report and District 2 will submit a final version to CSO for approval. Upon approval, CSO will transmit the technical report to the SHPO along with any comments from the PA parties that were not addressed in the report. The SHPO will have thirty (30) days to comment on the report. If the SHPO does not respond within thirty (30) days District 2 may consider the submitted report as final. The SHPO may request a fifteen (15) day extension if needed.

D. District 2 will provide the other PA parties with written documentation indicating whether and how the draft technical report will be modified in accordance with any comments received from the other PA parties. Unless any PA party objects to this documentation in writing to District 2 within 30 days following receipt, District 2 may authorize modifications to the draft technical report, as District 2 may deem appropriate. Thereafter, District 2 may issue the technical report in final form and distribute this document in accordance with Paragraph E of this Stipulation.

E. Copies of the final technical report documenting the results of the Discovery Plan implementation will be distributed by District 2 to the other PA parties, to the Northeast Information Center of the California Historic Resources Information System (CHRIS), and to interested Tribes.

X. NATIVE AMERICAN CONSULTATION

A. District 2 and the County have consulted with the Pit River Nation/Ajumawi Band regarding the proposed Undertaking and its effect on historic properties. District 2 and the County will continue to consult with the Nation/Band, and will afford them, should they so desire, the opportunity to participate in the implementation of this PA and the Undertaking. If other tribes or Native American groups who attach religious or cultural significance to historic properties that may be affected by the Undertaking are identified, Caltrans will invite them to participate as consulting parties as the Section 106 process moves forward.

XI. TREATMENT OF HUMAN REMAINS OF NATIVE AMERICAN ORIGIN

A. As legally mandated, human remains and related items discovered during the implementation of the terms of this PA and of the Undertaking will be treated in accordance with the requirements of California Health and Safety Code §7050.5(b). The County Coroner shall be contacted if human remains are discovered. The County Coroner shall have two working days after receiving notification to inspect the remains and make a determination on whether the remains are subject to his or her authority and whether he or she recognizes (or has reason to believe) the human remains are those of a Native American. During this time, all remains, associated soils, and artifacts shall remain in situ and/or on site, and shall be protected from public viewing. This may include restricting access to the discovery site and the need to hire 24-hour security. If, pursuant to Health and Safety Code §7050.5(c), the County Coroner determines that the human remains are or may be of Native American origin, then the discovery shall be treated in accordance with the provisions of §5097.98(a)-(d) of the California Public Resources Code.

B. As such, the Native American Heritage Commission designated the Pit River Tribe (Nation) as the Most Likely Descendant (MLD) on December 11, 2012, for the duration of the Undertaking; consultation ensued and the recommendations of the MLD are documented in a Burial Agreement. Should the parties to the Burial Agreement decide to amend the Burial Agreement, it will not require amendment of this PA.

C. Information concerning the discovery shall not be disclosed to the public pursuant to the specific exemption set forth in California Government Code sections 6254(r) and 6254.10.

XII. ADMINISTRATIVE PROVISIONS

A. Standards

1. **Definitions.** The definitions provided at 36 CFR §800.16 are applicable throughout this PA.

2. Parties to this agreement are defined as follows:
 - a. **Signatory parties** have the authority to execute, amend, or terminate this PA.
 - b. **Invited signatories** have the authority to amend or terminate this PA.
 - c. **Concurring parties** signing the PA do so to acknowledge their agreement or concurrence with this PA, but have no legal authority under the PA to terminate or amend the PA. Concurring with the terms of the PA does not constitute their agreement with the Undertaking.
3. **Professional qualifications.** Caltrans will ensure that only individuals meeting the *Secretary of the Interior's Professional Qualification Standards for Archeology and Historic Preservation* (Standards) (48 FR 44738-39) in the relevant field of study carry out or review appropriateness and quality of the actions and products required by Stipulations II, III, IV, V, VI, and VIII in this PA. However, nothing in this stipulation may be interpreted to preclude Caltrans or any agent or contractor thereof from using the properly supervised services of persons who do not meet the Standards.
4. **Documentation standards.** Written documentation of activities prescribed by Stipulations I, II, III, IV, and V of this PA shall conform to the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-44740) as well as to applicable standards and guidelines established by the SHPO.
5. **Curation and curation standards.** If legal owner(s) of materials resulting from the activities presented by this PA choose to curate those materials, Caltrans shall ensure that, to the extent permitted under §5097.98 and §5097.991 of the Public Resources Code and the Native American Graves Protection and Repatriation Act [NAGPRA (25 USC 3001-3013)] and its implementing regulations (43 CFR Part 10), the materials and records resulting from the activities prescribed by this PA are curated in accordance with 36 CFR §79.

B. Confidentiality

The PA parties acknowledge that the historic properties covered by this PA are subject to the provisions of §304 of the NHPA and §§ 6254(r), 6254.5(e), and 6254.10 of the California Government Code, relating to the disclosure of archaeological site information and, having so acknowledged that said information is confidential, will ensure that all actions and documentation prescribed by this PA are consistent with said sections.

C. Resolving Objections

1. Should any party to this PA object at any time in writing to the manner in which the terms of this PA are implemented, to any action carried out or proposed with respect to implementation of the PA (other than the Undertaking itself), or to any documentation prepared in accordance with and subject to the terms of this PA, Caltrans shall immediately notify the other PA parties of the objection, request their comments on the objection within fifteen (15) days following receipt of

Caltrans' notification, and proceed to consult with the objecting party for no more than thirty (30) days to resolve the objection. Caltrans will honor the request of the other parties to participate in the consultation and will take any comments provided by those parties into account.

2. If the objection is resolved during the 30-day consultation period, Caltrans may proceed with the disputed action in accordance with the terms of such resolution.
3. If, at the end of the 30-day consultation period, Caltrans determines that the objection cannot be resolved through such consultation, then Caltrans shall forward all documentation relevant to the objection to the ACHP, including Caltrans' proposed response to the objection, with the expectation that the ACHP will, within thirty (30) days after receipt of such documentation:
 - a. Advise Caltrans that the ACHP concurs with Caltrans' proposed response to the objection, whereupon Caltrans will respond to the objection accordingly. The objection shall thereby be resolved; or,
 - b. Provide Caltrans with recommendations, which Caltrans will take into account in reaching a final decision regarding its response to the object. The objection shall thereby be resolved; or,
 - c. Notify Caltrans that the objection will be referred for comment pursuant to 36 CFR §800.7(c) and proceed to refer the objection and comment. Caltrans shall take the resulting comments into account in accordance with 36 CFR §800.7(c)(4) and Section 110(1) of the NHPA. The objection shall thereby be resolved.
4. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, Caltrans may proceed to implement their proposed response. The objection shall thereby be resolved.
5. Caltrans shall take into account any of the ACHP's recommendations or comments provided in accordance with this stipulation with reference only to the subject of the objection. Caltrans' responsibility to carry out all actions under this PA that are not the subjects of the objection shall remain unchanged.
6. If at any time during implementation of the measures stipulated in this PA should a member of the public raise an objection in writing pertaining to such implementation to any signatory party to this PA, that signatory party shall immediately notify Caltrans. Caltrans shall immediately notify the other signatory parties in writing of the objection. Any signatory party may choose to comment in writing on the objection to Caltrans. Caltrans shall establish a reasonable time frame for this comment period. Caltrans shall consider the objection, and in reaching its decision, Caltrans will take all comments from the other signatory parties into account. Within fifteen (15) days following closure of the comment period, Caltrans will render a decision regarding the objection and respond to the objecting party. Caltrans will promptly notify the other signatory parties of its decision in writing, including a copy of the response to the objecting party. Caltrans' decision regarding resolution of the objection will be final.

Following issuance of its final decision, Caltrans may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision.

7. Caltrans shall provide all parties to this PA, and the ACHP, if the ACHP has commented, and any parties that have objected pursuant to Section C.1 of this stipulation with a copy of its final written decision regarding any objection addressed pursuant to this stipulation.
8. Caltrans may authorize any action subject to objection under this stipulation to proceed after the objection has been resolved in accordance with the terms of this stipulation.

D. Amendments

1. Any signatory party to this PA may propose that this PA be amended, whereupon all signatory parties shall consult for no more than thirty (30) days to consider such amendment. The amendment will be effective on the date a copy signed by all of the original signatories is filed with the ACHP. If the signatories cannot agree to appropriate terms to amend the PA, any signatory may terminate the agreement in accordance with Stipulation XII.E below.
2. Attachments to this PA may be amended through consultation among the PA parties without amending the PA itself.

E. Termination

1. If this PA is not amended as provided for in section D.1 of this stipulation, or if any signatory proposes termination of this PA for other reasons, the signatory party proposing termination shall, in writing, notify the other PA parties, explain the reasons for proposing termination, and consult with the other parties for at least thirty (30) days to seek alternatives to termination. Such consultation shall not be required if Caltrans proposes termination because the Undertaking no longer meets the definition set forth in 36 CFR §800.16(y).
2. Should such consultation result in an agreement on an alternative to termination, the signatory parties shall proceed in accordance with the terms of that agreement.
3. Should such consultation fail, the signatory party proposing termination may terminate this PA by promptly notifying the other PA parties in writing. Termination hereunder shall render this PA without further force or effect.
4. If this PA is terminated hereunder, and if Caltrans determines that the Undertaking will nonetheless proceed, then Caltrans shall comply with the requirements of 36 CFR §800.3-800.6, or request the comments of the ACHP, pursuant to 36 CFR §800.

F. Reporting

In addition to the documentation and reporting described in Stipulation VIII, District 2 shall ensure that the parties to this agreement receive an annual update reporting any scheduling changes proposed, any problems encountered, failures to adopt proposed mitigation measures, and any disputes and objects received regarding efforts to carry out the terms of this PA. The update will be due no later than

December 31 of each year, beginning December 31, 2018, and will continue annually thereafter throughout the duration of this PA. At the request of any party to this PA, or if deemed necessary at least on an annual basis, Caltrans shall ensure that one or more meetings are held to facilitate review and comments, and to resolve questions and comments.

G. Duration of the PA

The duration of this PA shall be no more than five (5) years following the date of execution by the SHPO and Caltrans, or upon completion of the Undertaking, whichever comes first. If the terms are not satisfactorily fulfilled at that time, Caltrans shall consult with the signatories and concurring parties to extend it or to reconsider its terms. Reconsideration may include continuation of the PA as originally executed, amendment of the PA, or termination. In the event of termination, Caltrans will comply with Stipulations III through XI of the Section 106 PA if it determines that that Undertaking will proceed notwithstanding termination of this PA.

H. Effective Date

This MOA will take effect on the date that it has been executed by Caltrans and the SHPO.

EXECUTION of this PA by the signatory parties, its filing with the ACHP in accordance with 36 CFR §800.6(b)(1)(iv), and subsequent implementation of its terms, shall evidence, pursuant to 36 CFR §800.6(c), that this PA is an agreement with the ACHP for purposes of Section 110(1) of the NHPA, and shall further evidence that Caltrans has afforded the ACHP an opportunity to comment on the Undertaking and its effects on historic properties, and that Caltrans has taken into account the effects of the Undertaking on historic properties.

ATTACHMENTS:

A: Project Description

B: Area of Potential Effects (APE) map

C: Post-Review Discovery and Monitoring Plan for the Cassel-Fall River Road Bridge (6C0039) Replacement Project over the Pit River, Shasta County, California (Discovery Plan)

D: Environmentally Sensitive Area (ESA) Action Plan

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IN THE TOWN OF FALL RIVER MILLS, COUNTY OF SHASTA, CALIFORNIA**

SIGNATORY PARTIES:

California Department of Transportation

By _____
Philip J. Stolarski, Chief
Division of Environmental Analysis

Date

California State Historic Preservation Office

By _____
Julianne Polanco, State Historic Preservation Officer
California Office of Historic Preservation

Date

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INVITED SIGNATORIES:

California Department of Transportation

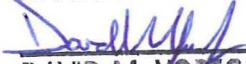
By 
David Moore, District Director
District 2, Redding

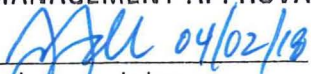
3/21/2018
Date

County of Shasta

By _____
Les Baugh, Chairman
Board of Supervisors

Date

APPROVED AS TO FORM:
 3/29/18
DAVID M. YORTON, JR.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL
BY:  04/02/18
James Johnson
Risk Management Analyst

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CONCURRING PARTIES:

Pacific Gas and Electric Company

By _____

Date

Pit River Nation

By _____
Mickey Gemmill, Jr.
Tribal Chairperson

Date

By _____
Ignacio Venegas
Ajumawi Band Council Representative

Date

United States Army Corps of Engineers

By _____
Michael S. Jewel
Chief, Regulatory Division
Sacramento District

Date