PROGRAMMATIC AGREEMENT AMONG
THE U.S. ARMY CORPS OF ENGINEERS ROCK ISLAND DISTRICT,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER,
THE MIAMI TRIBE OF OKLAHOMA, AND
THE OSAGE NATION

REGARDING

The La Grange 1200' Lock Project under
the Navigation and Ecosystem Sustainability Program

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STIPULATIONS

WHEREAS, the U.S. Army Corps of Engineers (USACE) is authorized to carry out the Upper Mississippi River – Illinois Waterway System (UMR-IWW) Navigation and Ecosystem Sustainability Program (NESP) pursuant to Title VIII of the Water Resources Development Act (WRDA) of 2007 (P.L. 110-114); and

WHEREAS, the USACE has determined that the UMR-IWW exhibit delays in commercial navigation, and have proposed measures to reduce these delays, which may have great economic benefits to the Nation; and

WHEREAS, The USACE prepared a Final Integrated Feasibility Report and Programmatic Environmental Impact Statement (PEIS) for the Upper Mississippi River – Illinois Waterway System (UMR-IWW) Navigation Feasibility Study (System Study) and circulated it for public review from September 2004 to November 2004; and

WHEREAS, as an umbrella document, the System Study does not provide details at each specific project site along the UMR-IWW, and a Tier II Supplemental Environmental Assessment (SEA) is being prepared by the USACE, Rock Island District (District) to branch off the PEIS portion of the System Study to evaluate the specific impacts of the LaGrange 1200' Lock Project (Project); and

WHEREAS, the District, as a Federal agency, is required to comply with Section 106 of the National Historic Preservation Act (NHPA), as amended (54 U.S.C. § 306108) and its implementing regulations, "Protection of Historic Properties," codified in 36 C.F.R. part 800; and

WHEREAS, the District, in consultation with the Illinois State Historic Preservation Office (IL SHPO) and with input from other consulting parties, has defined the area of potential effects (APE) as the area of interest for the Project (Appendix A); and

WHEREAS, the District has determined that the Project under the NESP constitutes an undertaking which may have the potential to affect historic properties included in or eligible for inclusion in the National Register of Historic Places (NRHP) as defined under 36 C.F.R. § 800.16(y); and

WHEREAS, the PEIS identified that the proposed plan will result in adverse effects to individual and contributing resources within previously identified historic districts by destroying or modifying original fabric, components, machinery, equipment, structures, and other as yet undiscovered architectural and engineering objects and elements; and

WHEREAS, the USACE and IL SHPO have agreed to phased identification of archeological resources due to site conditions as well as the anticipated granting of rights of entry to, and federal acquisition of, additional real estate parcels within the APE; and

WHEREAS, the undertaking is subject to environmental review under the National Environmental Policy Act (NEPA) and other environmental laws; and

WHEREAS, the District shall seek ways to avoid, minimize, and mitigate any adverse effects to historic properties, listed on or eligible for inclusion in the NRHP; and

WHEREAS, the District has consulted with the SHPO on the development of this Programmatic Agreement (PA), and the IL SHPO is a Signatory to this PA; and

WHEREAS, the USACE recognizes the Federal government's special relationship with Federally recognized Indian Tribes and is responsible for government-to-government consultation pursuant to the NHPA (36 C.F.R. § 800.2(c)(2)(ii)) the American Indian Religious Freedom Act (AIRFA, 42 U.S.C. § 1996), Executive Orders 13007 and 13175, and Sections 3(c) and 12 of the Native American Graves Protection and Repatriation Act (NAGPRA, 25 U.S.C. § 3001 et seq.); and

WHEREAS, in accordance with 36 C.F.R. §§ 800.2(c)(2)(ii), 800.3(f)(2), and 800.14(b)(2), the District, in a letter dated 13 March 2024, initiated consultation with four (4) Federally recognized Indian Tribes (collectively, the "Consulting Tribes"), that may ascribe religious or cultural significance to historic properties that have the potential to be affected by the Project and are entitled to be consulted about the identification and assessment of effects on such historic properties, to consult on the development of this PA. These tribes include the Miami Tribe of Oklahoma, the Omaha Tribe of Nebraska, the Peoria Tribe of Oklahoma, and The Osage Nation; and

WHEREAS, the District invited the Miami Tribe of Oklahoma, the Omaha Tribe of Nebraska, the Peoria Tribe of Oklahoma, and The Osage Nation to participate in the development of this PA and sign as an Invited Signatory or Concurring Party; and

WHEREAS, The Osage Nation and the Miami Tribe of Oklahoma each accepted the invitation by the District to sign this PA as an Invited Signatory; and

WHEREAS, nothing in this PA diminishes or affects any treaty right of a Federally recognized Indian Tribe or any other right of a Federally recognized Indian Tribe or external boundary of an Indian reservation of a tribe. No provision of the PA shall alter existing law regarding the sovereign immunity of tribes or shall be construed to alter existing law regarding the trust duty of the United States to tribes (either to limit or expand that trust duty); and

WHEREAS, the USACE acknowledges that Tribes possess special knowledge regarding any religious and cultural significance they may ascribe to historic properties, including Traditional Cultural Properties/Places, that may be physically or visually affected by the undertaking, and possess special expertise in assessing the eligibility of such properties; and

WHEREAS, the USACE Project benefits from consultation and coordination with Tribes in the identification and management of properties of religious and cultural significance, the USACE shall ensure that its NHPA Section 106 procedures recognize the interests of Tribes in historic properties potentially affected by USACE decisions and afford Consulting Tribes participation in the process leading up to a USACE decision, in accordance with 36 C.F.R. Part 800; and

WHEREAS, the District, the IL SHPO, and each Consulting Tribe are Parties as defined in Stipulation I.A; and

WHEREAS, the USACE will continue to consult with any interested party that requests such consultation regardless of their decision to be an invited signatory or concurring party by signature in this PA; and

WHEREAS, the definitions set forth in 36 C.F.R. § 800.16 are incorporated herein by reference and apply throughout this PA; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the District, in a letter dated 13 March 2024, notified the Advisory Council on Historic Preservation (ACHP) of its decision to enter into this PA and has invited the ACHP to enter into consultation, and the ACHP has chosen *not to* participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the District, IL SHPO, the Miami Tribe of Oklahoma, and The Osage Nation agree that implementation of this PA in accordance with the following stipulations will allow the District to meet its responsibilities under Section 106 of the NHPA for the undertaking subject to this PA.

STIPULATIONS

I. GENERAL RESPONSIBILITIES

A. The Signatories to this PA are the District, IL SHPO, The Miami Tribe of Oklahoma, and The Osage Nation. Collectively, the Signatories, Invited Signatories, Concurring Parties, and Consulting Tribes are referred to in this PA as "Parties."

B. The District is responsible for oversight of performance under this PA and will comply with Section 106 of the NHPA, including leading consultation as it pertains to identification and evaluation of historic properties and findings of effect, mitigation of adverse effects, and management of historic properties pursuant to Section 110 of the NHPA.

C. District consultants will provide to the District completed cultural resource reports with fully documented eligibility evaluations, recommendations, and other requirements as noted in the contractual work order statement.

II. THE DISTRICT'S RESPONSIBILITIES

A. The District will serve as the principal authority in matters concerning the interpretation of this PA, its appendices, and the routine execution of its terms.

B. The District will ensure that the procedures for consultation, historic properties identification and evaluation, assessment of effects, mitigation of adverse effects, and treatment of historic properties are implemented in accordance with procedures outlined in this PA.

C. The District shall ensure all technical work required under this PA is carried out in accordance with the professional standards and guidelines outlined in the Secretary of Interior's (SOI) Standards for Archaeology and Historic Preservation (48 CFR 44716) and the SOI's Standards for the Treatment of Historic Properties (36 CFR Part 68), as applicable (individually or collectively, SOI Standards). The USACE will also consider other appropriate and applicable state laws, guidelines, or best practices for historic preservation activities within which state work is required.

D. The District will ensure that technical work is carried out pursuant to this PA shall be performed by or under the supervision of persons meeting qualifications set forth in the SOI *Professional Qualification Standards,* as amended, for the pertinent discipline (see 48 F.R. 44738-44739).

E. The District will ensure that documentation submitted to Parties for review meets the standards outlined at 36 C.F.R. § 800.11. Pursuant to Section 304 of the NHPA (54 U.S.C. § 307103) and the Freedom of Information Act (FOIA)(5 U.S.C. § 552(b)). The District shall also seek and consider the views of the public in a manner that reflects the nature of the undertaking and observes confidentiality requirements pursuant to Section 304 of NHPA,

Section 9 of the Archaeological Resources Protection Act (16 U.S.C. 470hh), and Section 552(b) of the FOIA.

F. The District will ensure that artifacts, samples, and associated materials (e.g., ecofacts) recovered during historic property investigations from federally owned lands are curated, along with all associated records, at the District's regional curation facility in the Illinois State Museum which meets the standards established in 36 C.F.R. § 79.

III. THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER'S RESPONSIBILITIES

The IL SHPO will comment on all activities designated for its review in a timely and efficient manner and in accordance with procedures outlined in this PA. Nothing in this PA or its appendices will restrict the SHPO's ability to consult with the District or other Parties.

IV. INVITED SIGNATORY RESPONSIBILITIES

Invited Signatories will participate in consultation and comment on all undertakings submitted under NHPA Section 106 in accordance with procedures outlined in this PA.

V. STANDARDS

A. All work carried out pursuant to this PA shall meet the Secretary of the Interior's (SOI) Standards for Archaeology and Historic Preservation (48 FR 44716) and/or the SOI's Standards for the Treatment of Historic Properties (36 CFR Part 68), as applicable (individually or collectively, SOI Standards). Documentation in support of determinations of historic property eligibility for listing in the NRHP and findings of effect shall meet 36 CFR § 800.11, the SOI Standards, and current SHPO survey and reporting guidance, as appropriate. Documentation of historic properties for the Page 3 of 28 purposes of resolving adverse effects under Stipulation V, may follow SOI Standards or another appropriate documentation standard that is agreed upon in writing by the Parties.

B. The District shall ensure that all activities carried out pursuant to this PA shall be performed by, or under the direct supervision of, historic preservation professional(s) who meet the SOI's Professional Qualification Standards (48 FR 44738-44739) in the appropriate field(s) for the property type and/or activity (SOI Qualified Professionals).

VI. DELIVERABLES AND REVIEW PROCEDURES

The Parties to this PA shall have thirty (30) calendar days to review and provide comments on District findings, determinations, documents, and deliverables, unless otherwise specified. Review timeframes may be extended by mutual consent between Parties, with notification to other Parties. Failure of any Party to respond within the specified timeframe shall not preclude the District from proceeding to the next step of any process under this PA.

VII. HISTORIC PROPERTY IDENTIFICATION

A. The District shall conduct surveys and property evaluations/reevaluations, as appropriate, on all areas within the APE indirectly and directly affected by the undertaking and make formal determinations regarding identification of historic properties, with the exception of locations where profound ground surface disturbances have so completely altered the area under consideration as to make the existence of historic properties impossible, or where previous survey was conducted to the appropriate level of investigation necessary to cover the entire vertical and horizontal dimensions of the APE.

   i. The District shall submit the agency's formal historic property determinations and supporting documentations to the Parties for review and comment pursuant to Stipulation VI. If the Parties concur with the District NRHP eligibility determinations, then the determinations shall become final and effects on any historic properties identified shall be assessed pursuant to Stipulations VIII.

VIII. ASSESSMENT OF EFFECTS ON HISTORIC PROPERTIES

A. Resolution of adverse effects to historic properties, if any, will be considered in the preferred order of avoidance, minimization, and mitigation and will result in specific, agreed-upon measures which ensure appropriate treatment of historic properties under each scenario.

   i. Avoidance of adverse effects to historic properties is the preferred treatment approach. All work will, to the extent feasible, avoid potential adverse effects to historic properties either through project design changes, use of spatial buffers, temporary fences or barricades during construction, realignments, landscaping, or other measures that the Parties agree will adequately protect historic properties in both the short- and long-term. However, there may be instances where it is not feasible for the District to redesign the undertaking to avoid adverse effects to historic properties.

B. If the District finds that either there are no historic properties identified within the APE, or there are historic properties within the APE, but the Project will have no effect upon them, as defined in 36 CFR 800.16(i), then the District will make a No Historic Properties Affected finding and provide this finding, along with supporting documentation, in accordance with 36 CFR 800.11(d), including but not limited to, the results of historic property identification efforts completed pursuant to Stipulation VII to the Parties for review and comment pursuant to Stipulation VI.

C. If the District makes a finding of No Historic Properties Affected and the Parties agree, no further consultation is required, and the undertaking, may be carried out in accordance with the finding.

D. If Parties object to the Districts' No Historic Properties Affected' finding, they shall provide comments to the District specifying the reasons for their disagreement. The District shall consult with the Parties to resolve the disagreement in accordance with Stipulation XII.

E. If the District finds that historic properties within the APE have the potential to be adversely affected by the Project, then the District shall assess all potential adverse effects in accordance with 36 CFR § 800.5.

F. Following the assessment of adverse effect, the District may make a finding of No Adverse Effect to historic properties. If so, then the District shall provide this finding, along with supporting documentation, in accordance with 36 CFR § 800.11(e), including, but not limited to, the results of historic property identification efforts completed pursuant to Stipulation VII, to the Parties for review and comment pursuant to Stipulation VI.

   i. If the District makes a finding of No Adverse Effect and the Parties agree, no further consultation is required and the undertaking may be carried out in accordance with the finding, as documented including implementation of any conditions upon which the finding is based.

   ii. If the Parties object to the District No Adverse Effect finding, they shall provide comments to the District specifying the reasons for their disagreement. The District shall consult with the Parties to resolve the disagreement in accordance with Stipulation XII.

G. Following the assessment of adverse effect, the District may make a finding of Adverse Effect to historic properties. If an Adverse Effect finding is made, the District shall proceed with consultation to resolve the adverse effect by seeking ways to avoid, minimize, or mitigate the adverse effect to historic properties in accordance with Stipulation IX.

IX. CONSULTATION TO RESOLVE ADVERSE EFFECTS

A. If the District finds, pursuant to review and consultation under Stipulation VIII of this PA, that the Project will have an adverse effect on historic property(ies), then the District shall consult with the Parties to resolve the adverse effect, including consideration of whether or not the adverse effect may be avoided through modification of the Project.

B. If the District and Parties reach agreement in writing on modifications or measures to avoid adverse effects and essentially revise the finding to a No Adverse Effect finding as reviewed pursuant to Stipulation VIII of this PA, then the District shall document the agreement in the District administrative record and share findings with the Parties, as applicable. The Project shall then be carried out according to the District written agreement to avoid adverse effects.

C. If the District and applicable Parties, fail to reach agreement on appropriate avoidance measures pursuant to of this PA, then the District shall make a determination that the adverse effect cannot be avoided and will continue consultation with the Parties to identify appropriate minimization and/or mitigation measures to resolve the adverse effect.

D. The District shall consult with the Parties, as applicable, to this PA to determine appropriate minimization and/or mitigation measures to resolve the adverse effect. Once an agreement on resolution of the adverse effect appropriate to the historic property(ies) and the nature and scale of the adverse effect(s) has been reached in writing, the District shall develop a Memorandum of Agreement (MOA). The MOA shall incorporate minimization and mitigation measures agreed upon during consultation under this Stipulation. The District shall provide a final draft of the MOA to the Parties for review and comment pursuant to Stipulation VI.

E. The final MOA shall be agreed to in writing by the District and the Parties to this PA and will be carried out according to its terms in order to resolve adverse effects. If the District and the Parties cannot reach agreement on the MOA, the District will proceed with consultation in accordance with Stipulation XII.

F. If any agreed-upon mitigation included in the final MOA involves archaeological data recovery or historic property documentation, then Project-related ground-disturbing activities may not begin until after the completion of the fieldwork for the data recovery or documentation and the District has provided written notification in this regard.

X. UNANTICIPATED DISCOVERIES

The District will ensure that the following procedures are observed if non-mortuary archeological material, or architectural properties are encountered during construction or archeological investigations.

A. If previously unidentified historic properties are unexpectedly discovered during construction, or previously known historic properties are affected or have been affected in an unanticipated adverse manner, all ground disturbing activities will cease in the area of the historic property as well as within 100 feet to avoid and/or minimize harm to the property. The contractor will immediately notify the District of the discovery and

implement interim measures to protect the discovery from damage, looting, and vandalism. Upon receipt of the notification, the District shall notify the Parties and may inspect the construction site to ensure that construction activities have halted. The Parties may jointly confer at the site to assess the property and potential impacts and to determine the most appropriate avoidance measures.

B. The District will ensure that the following procedures are observed if previously undetected non-mortuary-related archeological materials are encountered.

i. All activities within 100 feet of the unanticipated discovery will cease immediately, appropriate steps will be implemented to secure the site, and the Parties will be notified of the discovery.

ii. An archeologist retained by the District will inspect the work site and determine the extent of the affected archeological resource within seven (7) working days of its discovery.

iii. The District will notify all Parties of the unanticipated discovery if confirmed to be archaeological in nature within forty-eight (48) hours of determination. Before work can resume within 100 feet of the unanticipated discovery, the District must determine the NRHP eligibility and boundaries of the archeological resource in consultation with the IL SHPO and other Parties, as applicable.

iv. Upon an evaluation of eligibility, the District will submit a plan for avoidance, protection, and recovery of information to the applicable Parties for review and comment within thirty (30) working days.

v. Work within 100 feet of the unanticipated discovery will resume upon either:

vi. The development, approval, and implementation of an appropriate data recovery plan, other recommended mitigation procedures, or agreement among the Parties that the site does not warrant mitigation; or,

vii. Agreement by the Parties that the newly located archeological site is not eligible for inclusion on the NRHP.

viii. If the Parties object to any part of the treatment plan and they are not able to reach resolution of the objection within seven (7) working days of when the objection is raised, the District will follow the procedures outlined in Stipulation XII.

C. Adverse Effects upon Architectural Properties. The District will ensure that the following procedures are observed if post-review effects to historic buildings, structures, objects, or districts are identified.

i. Work within 100 feet of the unanticipated discovery will cease and the District will notify the IL SHPO of the discovery and the IL SHPO will respond within seven (7)

working days to such notification. Construction work may continue in the area outside the 100 feet of the unanticipated discovery provided previous survey has demonstrated that no other properties are present.

ii. An architectural historian retained by the District will inspect the work site and evaluate the National Register eligibility of the property within seven working days. The District will assess the project effects and provide its report of findings and determination of effect to the IL SHPO who will have seven (7) working days to provide comments.

iii. Upon assessment of adverse effect, the District will submit a plan for after-the-fact mitigation to the applicable Parties for review and comment. The District will notify all Parties of the unanticipated discovery and provide the plan for their consideration. The Parties will have seven (7) working days to provide comments on the plan upon its receipt. The District may implement the plan if IL SHPO fails to respond within the allotted timeframe provided that no concerns have been raised by other Parties.

XI. INADVERTENT DISCOVERIES OF HUMAN REMAINS

A. The District will ensure that the following procedures are observed if human remains, associated funerary objects, sacred objects, or objects of cultural patrimony are encountered during construction or archeological investigations.

B. If unmarked human burials or remains are encountered during construction activities, all ground disturbing activities will cease within 150 feet of the discovery, to avoid and/or minimize harm to the remains. The contractor will immediately notify the District, who will in turn notify local law enforcement. The Project archaeologist will notify the Parties within twenty-four (24) hours via email or telephone. The District will engage a qualified consultant as appropriate who meets the SOI professional qualification standards for their respective field. The consultant will comply with federal and states laws as well as consider the ACHP's Policy Statement on Burial Sites, Human Remains, and Funerary Objects (2023).

i. If it is immediately obvious that the skeletal remains found are non-human and are in association with non-mortuary cultural material, the procedures described in Section X above shall be followed.

ii. The District will ensure that the project contractor implements interim measures to protect the discovery from vandalism and looting but must not remove or otherwise disturb any human remains or other items in the immediate vicinity of the discovery. Any human remains will be carefully covered with a tarp made of natural materials and in instances of inclement weather, a waterproof tarp may be laid on top of the natural material tarp for protection. Construction personnel and vehicles will promptly vacate the buffer zone. Vehicle traffic within the buffer zone will be limited to that necessary to remove vehicles and equipment from the buffer zone.

iii. The local law enforcement will investigate the human remains and contact the medical examiner. If the human remains are modern, the local law enforcement and/or medical examiner will assume responsibility. If it is determined that the remains are not modern or do not reflect a crime scene and/or the local law enforcement relinquish their jurisdiction over the remains, the District will consult with the SHPO and appropriate Tribes regarding additional steps to be followed.

iv. No Photographs will be taken of the human remains and hand-drawn illustrations or plan notes will be used in documentation and other communication. Drawings of human remains and associated funerary objects may be used in the scientific report documenting this excavation. Should unforeseen unusual circumstances arise, the District may request that photographs be taken. These photographs will, however, be taken only after consultation and concurrence with the Tribes has occurred.

v. On federal or tribal lands, if the human remains appear to be precontact or historic Native American, the District and its contractors will comply with the Native American Graves Protection and Repatriation Act (NAGPRA) for the human remains and all funerary objects, sacred objects, and objects of cultural patrimony, on a case-by-case basis, in accordance with 43 C.F.R. Part 10. A Plan of Action will be written for each case by the District in consultation with appropriate Parties. This NAGPRA Plan of Action will be finalized and signed no later than thirty (30) days after the discovery notification, per 43 C.F.R. 10.5(d)(1).

vi. On state or private lands, if the human remains appear to be precontact or historic Native American, the District and its contractors will comply with the Illinois Human Remains Protection Act (20 ILCS 3440/0.01, et seq.) for all the human remains, unregistered graves, grave markers, or grave artifacts. The Illinois Department of Natural Resources (Department) shall review the undertaking and may issue a permit pursuant to Section 13 of the state burial law (20 ILCS 3440/13(a) and (b)). A permit shall specify all terms and conditions under which the avoidance, removal, or disturbance of human remains, grave artifacts, grave markers, or unregistered graves shall be carried out. The Department will conduct prompt tribal consultation with the Tribes that identify as having a historical, cultural, or geographic affiliation on the land where the Project undertaking will occur.

C. Measures to protect the human remains and any associated artifact(s) will remain in effect until mitigative actions are determined. Mitigation measures may include, but are not limited to, avoidance with preservation in place or removal. Avoidance with preservation in place will always be preferred. If the District, with the Tribes' concurrence, concludes that avoidance is not possible, removal and relocation shall follow a treatment plan developed in consultation with appropriate Tribes and in keeping with applicable federal or state laws. The Tribes will be given the opportunity to visit the location and be provided an on-site orientation of the location where the human remains were discovered prior to any further disturbance or excavation in the location. The contractor will not resume work in the vicinity of the discovery until the District has granted written clearance to do so.

XII. DISPUTE RESOLUTION

A. Should any Parties to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, the District will consult with such party to resolve the objection. If the District determines that such objection cannot be resolved:

   i. The District will forward all documents relevant to the dispute, including the District's proposed resolution, to the ACHP. The ACHP will provide the District with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the District will prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP and Parties, and provide them with a copy of this written response. The District will then proceed according to its final decision.

   ii. If the ACHP does not provide its advice regarding the dispute within the thirty (30)-day period, the District may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the District will prepare a written response in consideration of any timely comments regarding the dispute from the Parties to the PA and provide them, and the ACHP, with a copy of such written response.

   iii. The District's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

B. If a Party(ies) disagrees regarding NRHP eligibility, the USACE shall notify all Parties. The USACE shall consult with the Party(ies) for no more than thirty (30) days upon receipt of the notification to resolve the disagreement. The USACE shall provide copies of the notification to other Parties within five (5) days of receipt. Upon request and at its discretion, the USACE may extend the consultation period to resolve the disagreement. If the dispute cannot be resolved, or if the ACHP or the Secretary of Interior so requests, the District will obtain a determination of eligibility from the Keeper of the NRHP. The Keeper's determination will be final in accordance with 36CFR Part 63.4.

XIII. DURATION

The terms of this PA will remain in force for a period of ten (10) years commencing at the date of its execution. Extension of the duration of this PA will require written amendment executed by Signatories and Invited Signatories, in coordination with the Concurring Parties, and must be filed with the ACHP. Six months prior to the tenth anniversary of the PA execution date, the Parties will review the necessity of this PA to determine whether it should be reissued or allowed to expire. If need for reissuance is established, the District will consult with the other Parties to reconsider the terms of the PA and amend it in accordance with Stipulation XV, Amendments, to ensure compliance with the most current version of the Federal regulations (36 C.F.R. Part 800) implementing Sections 106 and 110(f) of the NHPA (54 U.S.C. §§ 306107-08).

XIV. TERMINATION

Any Signatory or Invited Signatory to this PA may request a reconsideration of its terms or revoke the PA upon written notification to the other Signatories or Invited Signatories providing thirty (30) days' notice. The Signatories and Invited Signatories will consult in good faith during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the advent of termination, the District will comply with 36 C.F.R. § 800.3-7 regarding individual actions covered by this PA.

XV. AMENDMENTS

Any Signatory or Invited Signatory to this PA may at any time propose amendments, whereupon all Signatories and Invited Signatories shall consult to consider such amendment for no more than ninety (90) days. The District must notify the ACHP that the Signatories and Invited Signatories intend to amend the PA and invite them to review and comment. An amendment will be effective on the date a copy signed by all Signatories and Invited Signatories is filed with the ACHP. The appendices to the PA can be changed by written concurrence by all Signatories and Invited Signatories to this PA. The District will ensure that all Signatories, Invited Signatories, and ACHP are provided file copies of finalized versions that reflect all revisions.

XVI. ANTI-DEFICIENCY ACT

The Parties to this PA acknowledge the District's fiduciary responsibilities pursuant to the Anti-Deficiency Act (31 U.S.C. § 1341). This notwithstanding, the District's legal responsibilities to comply with the requirements of the NHPA remain unchanged regardless of the availability or level of federal funding provided through appropriation.

XVII. EXECUTION OF THE AGREEMENT

Execution of this PA by the District, IL SHPO, The Miami Tribe of Oklahoma, and The Osage Nation and the implementation of its terms evidence that the District has considered Project effects on historic properties and has afforded the ACHP an opportunity to comment.

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SIGNATORY
UNITED STATES ARMY CORPS OF ENGINEERS, ROCK ISLAND DISTRICT

WILLIAMS.AARON.MICHAEL.1102421988 Digitally signed by WILLIAMS.AARON.MICHAEL.1102421988 Date: 2024.12.16 16:10:46 -06'00' **. Date:** 16 December 2024 **.**

Colonel Aaron M. Williams, Rock Island District Commander

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SIGNATORY:
ILLINOIS STATE HISTORIC PRESERVATION OFFICE

Carey L. Mayer **. Date:** 2/13/2025 **.**

Carey Mayer, Deputy State Historic Preservation Officer

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INVITED SIGNATORY:
THE MIAMI TRIBE OF OKLAHOMA

Douglas Lankford Digitally signed by Douglas Lankford
Date: 2025.01.16 09:25:28 -06'00'
. Date: _____.

Chief Douglas Lankford

**PROGRAMMATIC AGREEMENT AMONG
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**INVITED SIGNATORY:
THE OSAGE NATION**

_____. **Date:** 1-17-25 .

Geoffrey M. Standing Bear, Principal Chief

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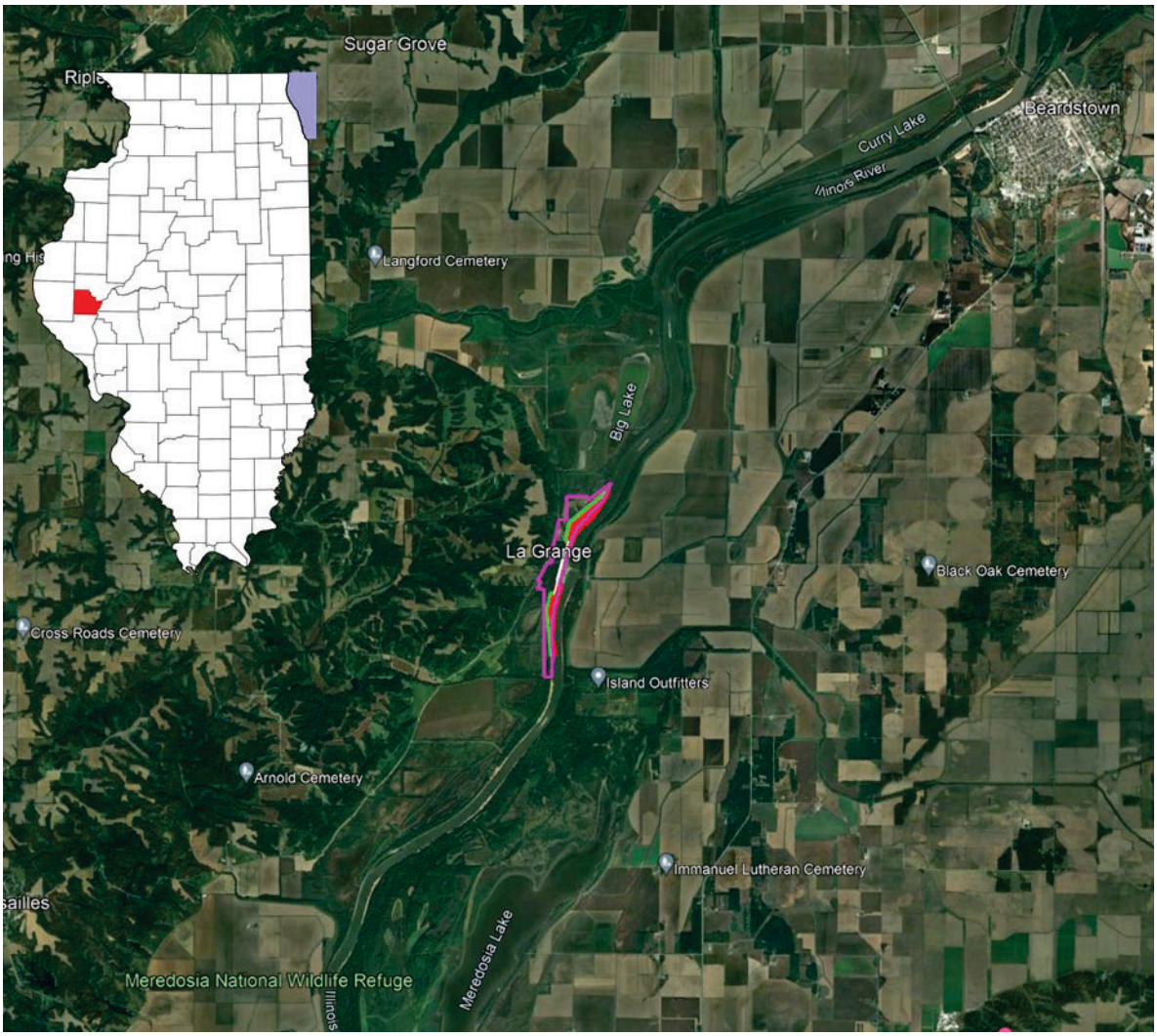
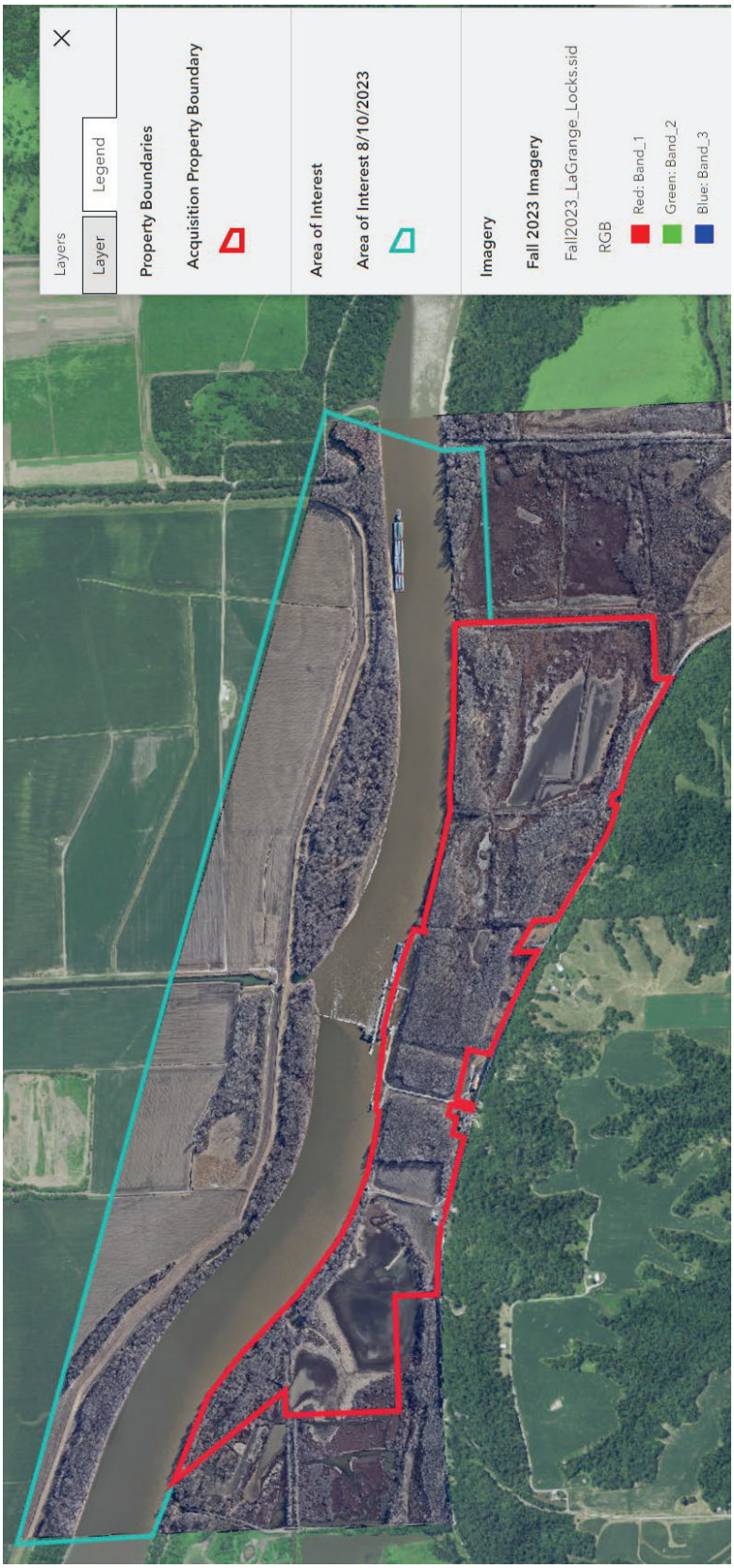
CONCURRING PARTY:

_____. Date: _____.

APPENDIX A

NESP La Grange 1200' Lock Project Area of Potential Effect (APE)





Area of Potential Effect (APE) Outlined in Red