

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
THE U.S. FISH AND WILDLIFE SERVICE,  
THE NATIONAL PARK SERVICE,  
THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS,  
THE MIAMI TRIBE OF OKLAHOMA,  
THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

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**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**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 implements projects under the NESP to attain and maintain the sustainability of the UMR-IWW ecosystem, addressing the cumulative impacts and ongoing effects of the navigation system and improving ecological integrity of the UMR-IWW, including projects with measures for island building, restoration of floodplain, backwater, side channels, and tributary confluences, fish passage, water level management, wing dam and dike restoration and modification, island and shoreline protection; topographical diversity, dam point control, use of dredged material for environmental purposes, spillway, dam, and levee modification to benefit the environment, and land and easement acquisition, as well as cultural resource management and mitigation and forest management; and,

**WHEREAS**, the USACE is also authorized to carry out the Upper Mississippi River Restoration (UMRR) Program for Habitat Rehabilitation and Enhancement Projects (HREP) pursuant to Section 1103 of the WRDA of 1986 (P.L. 99-662), as amended, codified in 33 U.S.C. 652; and,

**WHEREAS**, the USACE implements projects under the UMRR Program to rehabilitate and enhance habitat of the Upper Mississippi River System (UMRS); and,

**WHEREAS**, the USACE, 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 CFR § 800; and,

**WHEREAS**, the USACE has determined that projects under the NESP and UMRR Programs (hereinafter the “Programs”) entail undertakings 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 CFR § 800.16(y); and,

**WHEREAS**, the USACE has determined due to the nature of the Programs, their generally shared multi-state geographic region and similar authorized purposes, that a combined Programmatic Agreement (PA) to address both Programs is needed to clarify review procedures, improve consistency, consultation, and accountability in fulfilling its responsibilities to comply with Section 106 of the NHPA pursuant to 36 CFR § 800.14(b)(2) for the Program undertakings, as defined in Stipulation I.A.; and,

**WHEREAS**, the Program undertakings are subject to development and analysis which is detailed in Project Implementation Reports (PIRs), Feasibility Reports, or other decision or implementation documents which discuss program undertaking alternatives and typically identify a Tentatively Selected Plan in the draft decision document, followed by a Recommended Plan in the final decision document, that becomes the proposed project after decision document approval; and,

**WHEREAS**, the Program undertakings are subject to environmental review under the National Environmental Policy Act (NEPA) and other environmental laws; and,

**WHEREAS**, the USACE may defer the identification of the Area of Potential Effect (APE), as defined in Attachment B, and completion of the Section 106 process to include final identification and evaluation of historic properties, assessment of project effects to historic properties, and resolution of adverse effects, if any, until after completing the final USACE decision document and requirements of NEPA for a Program undertaking but before the implementation of the Program undertaking begins; and,

**WHEREAS**, this PA does not invalidate or supersede existing program alternatives or any other applicable Section 106 agreements including project level agreements for Steamboat HREP (Rock Island District), Quincy Bay HREP (Rock Island District), and Green Island HREP (Rock Island District), executed for undertakings already being implemented under either of the Programs; and,

**WHEREAS**, the USACE 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 USACE has consulted with the State Historic Preservation Offices of Illinois (IISHPO), Iowa (IaSHPO), Minnesota (MnSHPO), Missouri (MoSHPO), and Wisconsin (WiSHPO) (collectively, the “SHPOs”) on the development of this PA, and the SHPOs are Signatories to this PA; and,

**WHEREAS**, the U.S. Fish and Wildlife Service (USFWS) has designated the USACE as the lead federal agency for Section 106 compliance for the Programs but will participate as a Signatory to this PA because it will be responsible for the operation and maintenance of Program

undertakings on lands and waters it administers or manages and would need to issue an Archaeological Resources Protection Act (ARPA, 16 U.S.C. 470 et seq) permit for work on Federal lands under the agency’s jurisdiction; and,

**WHEREAS**, the National Park Service (NPS) has designated the USACE as the lead federal agency for Section 106 compliance for the Programs but will participate as an Invited Signatory to this PA because it will be responsible for the operation and maintenance of Program undertakings on lands and waters it administers or manages and would need to issue an ARPA permit for work on Federal lands under the agency’s jurisdiction; 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 CFR § 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 CFR § 800.2(c)(2)(ii), 800.3(f)(2), and 800.14(b)(2), the USACE, in a letter dated 14 October 2022, initiated consultation with 55 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 Program undertakings and are entitled to be consulted about the identification and assessment of effects on historic properties, to consult on the development of this PA and these Tribes include the Absentee-Shawnee of Oklahoma, Bad River Band of Lake Superior Chippewa, Bois Fort Band of Chippewa, Caddo Nation of Oklahoma, Citizen Potawatomi Nation in Oklahoma, Delaware Nation, Delaware Tribe of Indians, Eastern Shawnee of Oklahoma, Flandreau-Santee Sioux, Fond du Lac Band of Lake Superior Chippewa, Fort Belknap Community, Forest County Potawatomi Community, Grand Portage Band of Lake Superior Chippewa, Hannahville Indian Community, Ho-Chunk Nation of Wisconsin, Iowa Tribe of Kansas and Nebraska, Iowa Tribe of Oklahoma, Keweenaw Bay Community, Kickapoo Traditional Tribe of Texas, Kickapoo Tribe in Kansas, Kickapoo Tribe of Oklahoma, Lac Courte Oreilles Band of Lake Superior Chippewa, Lac du Flambeau Band of Lake Superior Chippewa, Lac Vieux Desert Band of Lake Superior Chippewa, Little Traverse Bay of Odawa, Leech Lake Band of Ojibwe, Lower Sioux Community, The Match-E-Be-Nash-She-Wish Band of Pottawatomini Indians, Menominee Tribe of Wisconsin, Mille Lacs Band of Ojibwe, Miami Tribe of Oklahoma, Nottawaseppi Huron Band of Potawatomi, Omaha Tribe of Nebraska, Otoe-Missouria Tribe, Peoria Tribe of Oklahoma, Pokagon Band of Potawatomi, Prairie Band of Potawatomi Nation, Prairie Island Community, Quapaw Nation, Red Cliff Band of Lake Superior Chippewa, Sac and Fox Nation of Missouri in Kansas and Nebraska, Sac and Fox Nation of Oklahoma, Sac and Fox Tribe of the Mississippi in Iowa (Meskwaki Nation), Santee Sioux Nation, Shakopee Mdewakanton Sioux, Shawnee Tribe, Sisseton-Wahpeton Oyate, Sokaogon Chippewa Community (Mole Lake Band of Lake Superior Chippewa), Spirit Lake Nation, St. Croix Band of Chippewa, The Osage Nation, United Keetoowah Band of Cherokee, Upper Sioux Community, White Earth Band of Ojibwe, and Winnebago Tribe of Nebraska; and,

**WHEREAS**, in accordance with 36 CFR § 800.6(c)(2), and based on each Consulting Tribe’s response, the USACE has invited The Match-E-Be-Nash-She-Wish Band of Pottawatomí Indians, the Miami Tribe of Oklahoma, the Peoria Tribe of Indians of Oklahoma, the Quapaw Nation, and The Osage Nation to be Invited Signatories, as defined in Attachment B, in this PA and each has elected to sign the PA, each as a Invited Signatory and collectively included in “Consulting Tribes”; and,

**WHEREAS**, each Invited Signatory Tribe has identified the area within which it may attach religious or cultural significance to historic properties that have the potential to be affected by Program undertakings, the Invited Signatory Tribe’s “consultation area”, as defined in Stipulation I.E, and each consultation area is included in Attachment C; and,

**WHEREAS**, in accordance with 36 CFR § 800.6 (c)(3), the Iowa Tribe of Kansas and Nebraska and the Winnebago Tribe of Nebraska have been invited to participate in the development of this PA and have elected to sign the PA, as a Concurring Party, as defined in Attachment B, and collectively included in “Consulting Tribes”; 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 Consulting 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 a Program undertaking, and possess special expertise in assessing the eligibility of such properties; and,

**WHEREAS**, the USACE Programs benefit from consultation with Consulting Tribes in the identification and management of properties of religious and cultural significance, and the USACE shall ensure that its NHPA Section 106 procedures recognize the interests of Consulting 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 CFR § 800; and,

**WHEREAS**, the USACE, USFWS, NPS, each SHPO, and each Consulting Tribe is each a Consulting Party as defined in Stipulation I.D; and,

**WHEREAS**, a Consulting Party will be recognized by the USACE as a Signatory, Invited Signatory, or Concurring Party, as applicable, under this PA starting on the date the Consulting Party signs the PA and provide the USACE with a record of its signature; and,

**WHEREAS**, the definitions set forth in 36 CFR § 800.16 are incorporated herein by reference and apply throughout this PA; and,

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), the USACE, in a letter dated 19 October 2022, 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 to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and,

**WHEREAS**, the USACE provided opportunities for public review and comment on this PA by publishing online information, including a Public Notice posted on 15 November 2023 – 1 January 2024 for this PA, and receiving comments through online platforms, and will continue to engage the public, as appropriate, during Section 106 review of Program undertakings under the terms of this PA; and,

**WHEREAS**, for individual Program undertakings subject to this PA, the USACE may invite other agencies, organizations, and individuals to participate as Consulting Parties; and,

**WHEREAS**, each USACE District (St. Paul, Rock Island, or St. Louis, depending on individual Program undertakings), uses its own staff and authority and will consult with the SHPO of jurisdiction and the applicable Federally recognized Tribe(s) regarding the specific Program undertakings within its respective districts.

**NOW, THEREFORE**, the St. Paul, Rock Island, and St. Louis Districts of USACE, the IISHPO, the IaSHPO, the MnSHPO, the MoSHPO, the WiSHPO, the USFWS, the ACHP (Signatories), the NPS, The Match-E-Be-Nash-She-Wish Band of Pottawatomí Indians, the Miami Tribe of Oklahoma, the Peoria Tribe of Indians of Oklahoma, the Quapaw Nation, and The Osage Nation (Invited Signatories) agree that implementation of this PA in accordance with the following stipulations will allow the USACE to meet its responsibilities under Section 106 of the NHPA for the Program undertakings subject to this PA.

## I. SCOPE AND APPLICABILITY

- A. This PA shall apply to all undertakings under the NESP and UMRR Programs in the St. Paul, Rock Island, and St. Louis Districts of USACE that have the potential to cause effects to historic properties, if any, and require Section 106 review after the execution of this PA; are not otherwise covered by a separate memorandum of agreement (MOA) or programmatic agreement, and for which the USACE has not recognized another federal agency as lead federal agency (hereinafter the “Program undertakings”).
- B. The USACE will utilize this PA to fulfill its Section 106 responsibilities and those of the USFWS and NPS, who have designated the USACE as the lead federal agency pursuant to 36 CFR § 800.2(a)(2) for Program undertakings. The USFWS and/or NPS, as applicable may decide, and notify the USACE, for a specific Program undertaking that they will perform their own Section 106 compliance and the USACE will not be the lead federal agency for the Program undertaking. When the USACE is not designated as the lead federal agency and no other agency is designated lead federal agency, all federal agencies, including the USACE, remain individually responsible for their compliance with Section 106, but this PA will apply to Program undertakings. This provision does not prevent the USACE from recognizing another federal agency as lead federal agency for specific Program undertakings, as appropriate. If USACE recognizes another federal agency as lead federal agency for a specific Program undertaking that would otherwise be subject to this PA, this PA shall not apply.
- C. All Program undertakings to which this PA is applicable shall be reviewed in accordance with the stipulations in this PA. The USACE may combine some or all of the steps during consultation in accordance with 36 CFR § 800.3(g).
- D. Consultation among the SHPOs, Consulting Tribes, the USFWS, and the NPS (collectively, “Consulting Parties”) when appropriate to this PA shall continue throughout the implementation of individual Program undertakings subject to this PA. The USACE shall identify and consult with the applicable Consulting Parties for each Program undertaking (the “Applicable Consulting Parties”) consisting of:
1. The SHPO or SHPOs who reflect(s) the interests of the State(s) that overlaps with the Area of Potential Effects, as defined under Stipulation III.B and Attachment B, for the individual Program undertaking (“Applicable SHPO”); and,
  2. The Consulting Tribes that are known to attach religious or cultural significance to historic properties within the Area of Potential Effects, as defined under Stipulation III.B, that may be affected by the individual Program undertaking (“Applicable Consulting Tribes”); and,
  3. The USFWS and/or NPS when that agency would have operation and maintenance responsibility for the individual Program undertaking on lands or waters it administers or manages within the undertaking’s Area of Potential Effects (“Applicable Federal Agency/ies”).



- E. The USACE acknowledges that contacts and consultation areas may change over time. Addressing this is primarily a USACE responsibility with assistance from the Consulting Parties. The relevant contact list for Consulting Parties at the time of execution of this PA is provided in Attachment D.

The USACE has requested and shall continue to request that each Consulting Tribe provide the area in which they may attach religious or cultural significance to historic properties (its “consultation area”), in the form of a map or other listing that USACE can use to identify Applicable Consulting Tribes for individual Program undertakings. All Invited Signatory Tribes have provided their consultation areas, included as Attachment C. For any Consulting Tribe who has not provided their consultation area, the USACE will use best available information to determine Applicable Consulting Tribes for Section 106 review of an individual Program undertaking.

- F. The USACE shall seek ways to identify and preserve historic properties, and to avoid, minimize, or mitigate any adverse effects on historic properties. The USACE shall also endeavor to protect burials, cemeteries, or sites likely to contain human remains/artifacts and objects associated with interments or religious activities, and provide this information, studies, and/or reports to the Applicable Consulting Parties through the implementation of historic property surveys and testing, and the treatment of historic properties.
- G. For each Program undertaking, the USACE shall achieve compliance with all relevant terms of this PA prior to initiating physical construction of the Program undertaking.

## **II. PERFORMANCE STANDARDS AND PROFESSIONAL QUALIFICATIONS STANDARDS**

- A. Pursuant to 36 CFR § 800.2(a), the Agency Official is the District Commander of the applicable USACE district with approval authority for a specific Program undertaking, who can commit the agency to take appropriate action for the Program undertaking to comply with Section 106 under this PA. The Agency Official may delegate authority to other USACE personnel who shall act on their behalf.
- B. The USACE shall ensure all technical work, as defined in Attachment B, required under this PA is carried out in accordance with the professional standards and guidelines outlined in the Secretary of the 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.
  - 1. Documentation in support of the USACE historic property eligibility determinations and findings of effect shall meet the documentation requirements specified in 36 CFR § 800.11 and the SOI Standards. Current state survey requirements/guidance for

documentation and reporting shall also be followed for work occurring in the respective state.

- C. The USACE shall ensure that technical work conducted pursuant to this PA is carried out by or under the supervision of persons meeting qualifications set forth in the SOI's *Professional Qualification Standards*, as amended, for the pertinent discipline (see 48 F.R. 44738-44739) or the United States Office of Personnel Management (OPM) qualifications for cultural resources professionals such as Archaeologist GS-0193 series, Anthropologist GS-0190 series, or Historian GS-0170 series.
- D. The USACE shall maintain professional qualified staff meeting SOI *Professional Qualification Standards*, OPM qualifications for cultural resources professionals, and/or Section 112 of the NHPA (hereafter referred to as "qualified staff").
  - 1. The USACE qualified staff assigned to review USACE Program undertakings pursuant to this PA shall be a GS-9 or higher and meet the SOI *Professional Qualification Standards* or the OPM qualifications for cultural resources professionals such as Archaeologist GS-0193 series, Anthropologist GS-0190 series, or Historian GS-0170 series.
  - 2. Qualified staff at or below the GS-7 level are considered to be performing duties in a developmental or technician capacity.
  - 3. USACE qualified staff at GS-9 or higher shall oversee and review any work conducted by GS-7 or lower graded staff when the USACE implements any portion of the PA.

### **III. PROGRAM UNDERTAKING REVIEW PROCESS**

#### **A. USACE INTERNAL REVIEW PROCESS**

- 1. At the earliest stages of developing a Program undertaking, the USACE shall assign a qualified staff member to ensure cultural resources and historic properties are identified and considered in the USACE planning process.
- 2. In general, the area of interest for the UMRR and NESP Programs includes the UMRS as defined in Public Law 99-662, which includes both the Mississippi River from its confluence with the Ohio River near Cairo, Illinois to Upper St. Anthony Falls Lock in Minneapolis-St. Paul and the Illinois River from its confluence with the Mississippi River at Grafton, Illinois to the Brandon Road Lock and Dam, Joliet, Illinois and river reaches having commercial navigation channels on the Minnesota River, Minnesota; Black River, Wisconsin; Saint Croix River, Minnesota and Wisconsin; Illinois River and Waterway, Illinois; and Kaskaskia River, Illinois and associated floodplains (Attachment A). The area of interest includes a 5-mile buffer on either side of the navigation centerline, to accommodate potential undertakings covered by the Programs, auditory and visual effects, and any other potential effects.

3. The USACE shall further refine the general area of interest for a specific project under the Programs in the development of the Recommended Plan, as defined in Attachment B, defining the Program undertaking subject to Section 106 review under this PA, defining and documenting an Area of Potential Effect, carrying out initial efforts to identify historic properties as stated under Stipulation III.A.4 and initiating an assessment of the Program undertaking's potential effects to historic properties.
4. Before the selection of the Recommended Plan for a specific Program undertaking, the USACE shall complete initial background research of the study area to include reviewing available investigations and consulting with the applicable state historic preservation databases and/or inventories to determine and direct adequate survey coverage for historic, architectural, and archaeological properties, terrestrial and aquatic.
5. At any given time during the development of the Recommended Plan for a specific Program undertaking, the USACE may seek input from the Applicable Consulting Parties as appropriate.

#### B. DEFINE AND DOCUMENT THE AREA OF POTENTIAL EFFECTS

1. In consultation with Applicable Consulting Parties, the USACE shall identify and document the Area of Potential Effects (APE) appropriate to the scope and scale of the Recommended Plan for a specific Program undertaking as identified through Stipulation III.A and include the following:
  - i. The vertical and horizontal extents (i.e., height and depth), if available, of all construction activities required to complete the Program undertaking, including staging areas, access routes, and a reasonable buffer informed by consultation.
  - ii. Areas outside of the construction areas of the Program undertaking where the Program undertaking's potential direct, indirect, or cumulative effects to historic properties may be reasonably anticipated.
2. The USACE is responsible for defining and documenting a final APE, including any modification to the APE as a result of change in scope and scale of the Recommended Plan, for each Program undertaking subject to review under this PA.

#### C. HISTORIC PROPERTY IDENTIFICATION

1. The USACE shall complete and document historic property identification efforts and issue formal NRHP-eligibility determinations for all properties within the APE for the proposed Program undertaking as follows.
2. The USACE shall complete a literature search of the APE.

- i. The literature search shall include consulting the appropriate state historic inventory and archaeological site files, previous survey reports, historic contexts, and other pertinent documents of the appropriate state for information on previously developed historic contexts, recorded historic properties, and previously surveyed areas.
  - ii. The USACE shall use the literature search to determine adequacy of existing documentation and to inform the scope of any additional research or surveys, including the need for additional historic context development and/or re-evaluation of any previously identified historic properties or properties previously determined to be eligible for listing on the NRHP.
3. In accordance with appropriate state survey guidelines, implementation of historic property surveys and testing, the USACE shall record all properties meeting minimum criteria for recordation, such as buildings, structures, shipwrecks, objects, linear resources, landscapes, districts, Traditional Cultural Properties/Places, and archaeological/historical and burial sites. Recordation of structures, buildings, aquatic resources such as shipwrecks, objects, districts, and sites shall be prepared using the respective state recordation forms, as appropriate.
4. Pursuant to 36 CFR § 800.4(a)(4), historic property identification efforts shall include contacting the Tribal Historic Preservation Offices (THPOs), or other Tribal representative of Applicable Consulting Tribes for the Program undertaking, to assist in identifying properties within the APE, that may be of religious and cultural significance to them and may be eligible for listing on the NRHP.
5. The results of identification efforts, including any supporting documentation, shall be prepared in accordance with Stipulation II (Performance Standards and Qualifications).
6. The USACE shall make one of the following findings as a result of its historic property identification efforts:
  - i. “No Historic Properties Affected.” If the USACE finds that either there are no historic properties identified within the APE or there are historic properties within the APE and the Program undertaking will have no effect upon them as defined in 36 CFR § 800.16(i) then the USACE shall make a “No Historic Properties Affected” finding and provide this finding, along with supporting documentation, in accordance with 36 CFR § 800.11(d), to the Applicable Consulting Parties for review and comment.
    - (1) For Program undertakings with a finding of “No Historic Properties Affected” the USACE shall provide the Applicable Consulting Parties information including the following:

- (a) A full description of the Program undertaking, to include depth and amount of ground disturbance, as well as above-ground effects, anticipated;
  - (b) An APE map and narrative description of the APE for the Program undertaking;
  - (c) A description of the steps taken, and justification for the level of effort, to identify historic properties within the APE;
  - (d) Results of historic property identification efforts completed by the USACE, including an appropriate level of documentation, to include reports, forms, evaluations, eligibility determinations, or other documents supporting NRHP eligibility determinations;
  - (e) Any photos, additional maps, images, or plans, as appropriate; and
  - (f) A stated finding of “No Historic Properties Affected” for the Program undertaking and request for comment on said finding from the applicable SHPO(s).
- (2) The Applicable Federal Agencies and Consulting Tribes are under no obligation to provide comments on the finding. However, if they wish the USACE to consider their comments regarding the “No Historic Properties Affected” finding, they shall submit comments in writing within thirty (30) calendar days of receipt of the fully documented finding, unless a request for extension was submitted. The USACE shall take any comments received from Applicable Federal Agencies and Consulting Tribes into consideration before concluding the consultation and will notify the Applicable SHPO of these concerns and the USACE response to them. Any objection to the finding received will be addressed in accordance with Stipulation III.C.6.4 below.
- (3) The Applicable SHPO shall provide a response to a USACE finding within thirty (30) calendar days of receipt of a fully documented “No Historic Properties Affected” finding. If no comments or requests for an extension are received from the Applicable SHPO within the 30-day review period, the USACE will assume the SHPO has waived their opportunity to comment and has concurred with the finding.
- (4) If an Applicable Consulting Party objects to the finding of “No Historic Properties Affected” within the 30-day review period, the USACE shall consult with the objecting party, and include other parties as appropriate, for no more than a total of thirty (30) calendar days, or other time period as agreed to among Applicable Consulting Parties, upon receipt of the notification of objection to attempt to resolve concerns as identified by the objecting party.

- (a) The USACE may revise its finding of “No Historic Properties Affected.” If the USACE revises its finding to “No Adverse Effect” for the specific Program undertaking, then the USACE shall continue consultation pursuant to Stipulation III.D.
  - (b) If at the end of the thirty (30) calendar days, the objecting party(ies) concurs with the finding of “No Historic Properties Affected”, the USACE shall document this concurrence, and USACE has no further obligations for the specific Program undertaking under this Stipulation.
  - (c) If at the end of the thirty (30) calendar days, or agreed to specified time, the party(ies) objects to the finding of “No Historic Properties Affected” and the USACE has not altered its effects determination, the USACE shall notify the ACHP in accordance with Stipulation X.
- (5) If an Applicable Consulting Party(ies) disagrees regarding NRHP eligibility of a property identified within the APE for a Program undertaking, the USACE shall notify all Applicable Consulting Parties. The USACE shall consult with the Applicable Consulting 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 Applicable Consulting Parties within five (5) days of receipt. Upon request and at its discretion, the USACE may extend the consultation period to resolve the disagreement.
- (i) If the dispute cannot be resolved, or if the ACHP or Secretary of the Interior so requests, the USACE shall obtain a determination of eligibility from the Keeper of the NRHP. The Keeper’s determination will be final in accordance with 36 CFR Part 63.4.
- (6) If the USACE does not carry out the Program undertaking as documented in the “No Historic Properties Affected” finding, then the USACE shall continue consultation in accordance with Stipulation III.C.
- ii. If the USACE finds that there are historic properties identified within the APE which may be affected by the Program undertaking, then the USACE shall proceed to Stipulation III.D.

#### D. ASSESSMENT OF POTENTIAL ADVERSE EFFECTS TO HISTORIC PROPERTIES

1. Avoidance of adverse effects to historic properties is the preferred treatment approach. The USACE shall consider redesign of components of the Program undertakings to avoid potential adverse effects to historic properties. However, there may be instances where it is not feasible for the USACE to redesign Program undertakings to avoid adverse effects to historic properties.

2. The USACE shall assess potential adverse effects caused by the proposed Program undertaking on all identified historic properties within the APE. This assessment shall include consideration of all direct, indirect, and cumulative effects caused by the Program undertaking, and shall use the criteria of adverse effects (36 CFR § 800.5(a)(1)). The USACE shall make one of the following determinations:
  - i. “No Adverse Effect to Historic Properties.” If the USACE determines that historic properties present in the APE will be affected by the Program undertaking but the characteristics of the historic properties that qualify the properties for inclusion are not diminished or altered, then the USACE shall make a “No Adverse Effect to Historic Properties” finding and provide this finding, along with supporting documentation, in accordance with 36 CFR § 800.11(e), to the Applicable Consulting Parties for review and comment in accordance with Stipulation III.D.3.
  - ii. “Adverse Effect to Historic Properties.” If the USACE determines that historic properties present in the APE will be affected by the Program undertaking and the characteristics of the historic properties that qualify them for inclusion will be diminished or altered, then the USACE shall make an “Adverse Effect to Historic Properties” finding and provide this finding, along with supporting documentation, in accordance with 36 CFR § 800.11(e), to the Applicable Consulting Parties for review and comment in accordance with Stipulation III.D.4.
3. No Adverse Effect to Historic Properties
  - i. For Program undertakings with a finding of “No Adverse Effect to Historic Properties” the USACE shall provide the Applicable Consulting Parties with the following:
    - (1) A full description of the Program undertaking, to include depth and amount of ground disturbance, as well as above-ground effects, anticipated;
    - (2) An APE map and narrative description of the APE for the Program undertaking;
    - (3) A description of the steps taken, and justification for the level of effort, to identify historic properties within the APE;
    - (4) Results of historic property identification efforts completed by the USACE, including an appropriate level of documentation to include reports, forms, evaluations, eligibility determinations, or other documents supporting NRHP eligibility determinations;

- (5) A description of the affected historic properties including information on the characteristics that qualify them for the NRHP;
  - (6) A description of the Program undertaking’s potential effects on the identified historic properties and explanation of why the criteria of adverse effect were found applicable or inapplicable;
  - (7) Any photos, additional maps, images, or plans, as appropriate; and
  - (8) A stated finding of “No Adverse Effect to Historic Properties” for the Program undertaking and request for comment for said finding from the Applicable SHPO.
- ii. The Applicable Federal Agencies and Consulting Tribes are under no obligation to provide comments on the finding of “No Adverse Effect to Historic Properties”. However, if they wish the USACE to consider their comments regarding the finding of effect, Applicable Federal Agencies or Consulting Tribes shall submit comments in writing within thirty (30) calendar days of receipt. The USACE shall take any comments received into consideration before concluding the consultation and will notify the applicable SHPO of these concerns and the USACE response to them. Objections shall be addressed in accordance with Stipulation III.D.3.v. below.
  - iii. The Applicable SHPO shall provide a response to a USACE finding within thirty (30) calendar days of fully documented “No Adverse Effect to Historic Properties” finding. If no comments or a request for an extension are received within the 30-day review period, the USACE will assume SHPO has waived their ability to comment and has concurred.
  - iv. If the Applicable SHPO concurs with the “No Adverse Effect to Historic Properties” finding for a specific Program undertaking, the USACE shall first determine if any other party has objected to the finding, and if there are no objections, the USACE has no further obligations under this Stipulation.
  - v. If an Applicable Consulting Party(ies) objects to the finding of “No Adverse Effect to Historic Properties,” the USACE shall consult with the objecting party (ies), and include other parties as appropriate, for no more than a total of thirty (30) calendar days, upon receipt of the notification of non-concurrence to attempt to resolve concerns as identified by the objecting party.
    - (1) The USACE may revise its finding of “No Adverse Effect to Historic Properties.” If the USACE revises its finding to “No Historic Properties Affected,” then the USACE shall continue consultation pursuant to Stipulation III.C.5.i. If the USACE revises its finding to “Adverse Effect,” then the USACE shall continue consultation pursuant to Stipulation III.D.4.



- (2) If at the end of the thirty (30) calendar days, the objecting party concurs with the finding of “No Adverse Effect to Historic Properties,” the USACE shall document this concurrence, and the USACE has no further obligations under this Stipulation for the specific Program undertaking.
  - (3) If at the end of the thirty (30) calendar days, the objecting party(ies) still objects to the finding of “No Adverse Effect to Historic Properties”, and the USACE has not altered its effects determination, the USACE shall notify the ACHP in accordance with Stipulation X.
- vi. If the USACE does not carry out the Program undertaking as documented in the “No Adverse Effect” finding, then the USACE shall continue consultation in accordance with Stipulation III.C.

#### 4. Adverse Effect to Historic Properties

- i. For a specific Program undertaking with a finding of “Adverse Effect to Historic Properties,” the USACE shall provide the Applicable Consulting Parties with the following:
  - (1) A full description of the Program undertaking, to include depth and amount of ground disturbance, as well as above-ground effects, anticipated;
  - (2) An APE map and narrative description of the Program undertaking;
  - (3) A description of the steps taken, and justification for the level of effort, to identify historic properties within the APE;
  - (4) Results of historic property identification efforts completed by the USACE, including an appropriate level to include reports, forms, evaluations, eligibility determinations, or other documents of documentation supporting NRHP eligibility determinations;
  - (5) A description of the affected historic properties including information on the characteristics that qualify them for the NRHP;
  - (6) A description of the Program undertaking’s potential effects on the historic properties and an explanation of why the criteria of adverse effect were found applicable or inapplicable;
  - (7) Any photos, additional maps, images, or plans, as appropriate;
  - (8) A stated finding of “Adverse Effect to Historic Properties” and request for comment for said finding from the Applicable SHPO.

- ii. The USACE shall consult with the Applicable Consulting Parties to resolve the “Adverse Effect to Historic Properties” pursuant to Stipulation III.E.

#### E. RESOLUTION OF ADVERSE EFFECTS

1. The USACE shall notify Applicable Consulting Parties, and the public, upon receiving Applicable SHPO concurrence on a finding of “Adverse Effect to Historic Properties” for a Program undertaking using the following process:
  - i. For public awareness, the USACE shall post a notice of the “Adverse Effect to Historic Properties” finding on the official USACE website for the involved District to include a description of the Program undertaking, a list of identified historic properties, the explanation for the finding of adverse effects, steps taken or considered by the USACE to avoid or minimize the adverse effects, any Applicable Consulting Party comments received by the USACE regarding the undertaking, and an invitation to provide written comment within thirty (30) calendar days of posting to the website.
  - ii. Consulting Parties are under no obligation to provide comments on the finding of adverse effect. However, if they wish the USACE to consider their comments regarding the finding of adverse effect, Consulting Parties shall submit comments in writing within thirty (30) calendar days of receipt. The USACE shall take any comments received into consideration before concluding the consultation and will notify the Applicable Consulting Parties of any concerns and the USACE response to those concerns.
2. The USACE shall consult with the Applicable Consulting Parties to determine appropriate avoidance, minimization and/or mitigation measures to resolve the adverse effect. The USACE shall offer to facilitate a consultation meeting, to include Applicable Consulting Parties, within thirty (30) calendar days after notification of an adverse effect finding, to discuss Program undertaking alternatives to avoid, minimize, or mitigate the adverse effects, and may schedule additional meetings at its discretion.
3. If through consultation with Applicable Consulting Parties, the USACE modifies the Program undertaking to avoid adverse effects to historic properties within the APE, the USACE shall document the alternatives utilized to eliminate the potential adverse effects of the proposed Program undertaking resulting in a revised finding of “No Adverse Effect to Historic Properties,” which must receive concurrence from the Applicable Consulting Parties pursuant to Stipulation III.D.3. Once concurrence is achieved, the USACE has no further obligations under this Stipulation for the specific Program undertaking.
4. If through consultation with the Applicable Consulting Parties, the USACE reaches agreement to appropriately resolve the adverse effects through minimization and/or mitigation measures then the measures agreed to by the USACE and the Applicable

Consulting Parties shall be specified in a Memorandum of Agreement (MOA) developed and executed for the Program undertaking in accordance with 36 CFR § 800.6(b)(1) and 800.6(c) and filed with the ACHP upon execution.

- i. If any agreed-upon minimization and/or mitigation measure included in the final MOA involves archaeological data recovery or historic property documentation, then ground-disturbing activities or activities resulting in adverse effects to historic properties associated with the Program undertaking may not begin until after the adequate completion of the fieldwork for the data recovery or historic property documentation and the USACE has provided written notification in this regard.
  - ii. It is understood the USACE shall not complete archaeological data recovery while lands are under private ownership and mitigation of the adverse effect is not complete until the final draft of the data recovery report has been filed with and recommended for acceptance by the Applicable SHPO and other Applicable Consulting Parties as agreed-upon in the final MOA.
5. If through consultation with the Applicable Consulting Parties, the USACE cannot reach agreement to appropriately resolve adverse effects through minimization and/or mitigation measures, the USACE will notify the ACHP and seek a formal resolution in accordance with 36 CFR § 800.6(b)(2). The ACHP will only participate in the resolution of adverse effects for individual Program undertakings if a written request is received from the USACE or Applicable Consulting Party.

#### **IV. SUBSEQUENT AGREEMENTS**

- A. Memoranda of Agreements developed to resolve adverse effects for specific Program undertakings under the Programs shall be negotiated between the respective USACE District (St. Paul, Rock Island, St. Louis), Applicable Consulting Parties, and ACHP, pursuant to 36 CFR § 800.6(c), and shall be independent of this PA.

#### **V. REVIEW AND MONITORING OF PA IMPLEMENTATION**

- A. The purpose of the PA review and monitoring is to ensure the USACE identification and protection of historic properties in carrying out Program undertakings. This is accomplished through the review of Program undertakings that were completed during a reporting period and review of implementation of the PA. Electronic mail (email) will serve as the official correspondence method for all communications regarding this PA and its provisions. See Attachment D for a list of contacts and email addresses. Attachment D may be updated as needed without an amendment to this PA. It is the responsibility of each Consulting Party to inform a respective USACE District of any change in name, email address, or phone number of any point-of-contact listed in this PA. Following any updates to Attachment D, the USACE shall provide this information to all Consulting Parties. In order to foster cooperative relations as the terms of this PA are carried out, the USACE shall:

1. Beginning on the one-year anniversary of the execution of this PA, and on an annual basis thereafter, compile and distribute a report to Consulting Parties on the implementation of the terms of this PA.
2. Invite Consulting Parties to a review meeting every two (2) years. If it is agreed that such a meeting is not necessary at that time, the meeting may be waived. Meetings may be conducted in any mutually agreeable location and/or format, including in-person, video conferencing, or teleconferencing. The USACE shall remain responsible for initiating the biennial meetings in subsequent years. More frequent meetings may be appropriate based on specific circumstances and therefore an alternative meeting schedule may be established.

## **VI. CURATION**

- A. All records and materials resulting from the actions required by this PA shall be curated to the extent provided by law in accordance with 36 CFR Part 79, Curation of Federally Owned or Administered Archeological Collections, except those materials identified as Native American human remains and items associated with Native American burials which would be subject to Stipulation IX.
- B. Subject to Stipulation VI and consistent with the USACE's property interest, the USACE or its contractors, in accordance with 36 CFR Part 79, will maintain all archaeological items and materials collected until any specified analyses and reviews are complete.
- C. It is USACE policy that archaeological items and materials, not associated with human remains or burials, recovered from lands other than USACE fee-title, are the property of the respective landowner including private, state, federal, and other locally owned lands.

## **VII. CONFIDENTIALITY**

- A. The USACE shall seek and consider the views of the public in a manner that reflects the nature of the Program undertakings and their effects on historic properties following procedures pursuant to 36 CFR § 800.2(d) and in a manner that observes confidentiality requirements pursuant to Section 304 of the NHPA (54 U.S.C. 307103); Section 9 of the Archaeological Resources Protection Act (16 U.S.C. 470hh); and Section 552(b) of the Freedom of Information Act (5 U.S.C. 552) and applicable state laws.
- B. The nature and location of archaeological sites and any other cultural resources discussed in this PA shall be considered confidential as provided for in 36 CFR § 800.11(c). The USACE shall use best efforts to protect sensitive information from disclosure as requested by Applicable Consulting Parties to the extent permitted by federal and applicable state laws identified in VII.A above.

## VIII. POST-REVIEW DISCOVERIES

- A. The USACE shall ensure that previously unidentified historic properties, or unanticipated effects to previously identified historic properties, discovered during the construction activities for Program undertakings are subject to the requirements of 36 CFR § 800.13(b-d). Discoveries of previously unidentified historic properties or unanticipated adverse effects to known historic properties is not anticipated. However, if this were to occur, the USACE shall ensure the following measures are met. USACE shall implement the provisions outlined below that are intended to ensure that Program undertakings are in compliance with applicable federal and state laws and regulations. These provisions will be included in all construction, operations, and maintenance plans.
1. The contractor will be instructed to cease all ground-disturbing activities in the area of the historic property, as well as within a 100-foot radius around but within the project footprint, to avoid and/or minimize harm to the property.
  2. The contractor will be instructed to immediately notify the USACE of the discovery and implement interim measures, as appropriate, to protect the discovery from damage, looting, and vandalism, such as protective fencing and covering of the discovery with appropriate materials.
  3. The USACE will inspect the work site to determine the extent of the discovery and ensure work activities have halted within the 100-foot radius.
  4. The USACE will clearly mark the area of discovery and implement additional measures such as security, as appropriate, to protect the discovery from theft and vandalism.
  5. The USACE shall provide an initial assessment of the resource's condition and eligibility to Applicable Consulting Parties and notify other Consulting Parties, if applicable, of the discovery within seven (7) calendar days.
- B. If USACE, after consultation with Applicable Consulting Parties, determines the discovery is not a historic property as it is either isolated, does not retain integrity sufficient for listing on the NRHP, or if the historic property will not be further disturbed by construction activities, construction may resume within the 100-foot radius.
- C. If USACE determines that the discovery is a historic property that is, or may be, eligible for listing on the NRHP, the USACE shall consult with Applicable Consulting Parties, regarding appropriate measures for site treatment pursuant to 36 CFR 800.6(a). Consulting Parties have ten (10) days to provide their comments on the proposed measures which may include:
1. Formal evaluation of the historic property;
  2. Exploration of potential alternatives to avoid the historic property;

3. If the historic property will be adversely affected by project activities, preparation and implementation of a mitigation plan by USACE to resolve adverse effects in consultation with Applicable Consulting Parties.
- D. The notified Applicable Consulting Parties have ten (10) days following notification to provide comment regarding NRHP eligibility determination of the discovery.
  - E. USACE shall prepare a report of findings describing the background history leading to and immediately following the reporting and resolution of an inadvertent discovery within thirty (30) days of the resolution for each inadvertent discovery.
  - F. USACE shall communicate the procedures to be observed to its contractors and personnel.
  - G. USACE shall provide a Notice to Proceed to the contractor to work in the area. Notices to Proceed may be issued by USACE for individual construction segments, defined by USACE in its construction specifications, after the identification and evaluation of historic properties and resolution of adverse effects has been completed.

**IX. TREATMENT OF HUMAN REMAINS AND ITEMS OF RELIGIOUS AND CULTURAL IMPORTANCE**

- A. Under this PA, no investigative surveys or construction activities will be planned to knowingly disturb human remains, funerary objects, sacred objects, or objects of cultural patrimony. If any potential unmarked human burials or skeletal remains are encountered during construction activities, all ground disturbing activities will cease. Should any potential findings be made, field personnel will follow instructions provided by USACE for each project to initiate identification, evaluation, and consultation efforts as outlined below.
- B. If human remains, funerary objects, sacred objects, or objects of cultural patrimony are encountered during field investigations or laboratory work or during construction activities, the USACE will comply with the provisions based on the nature of the land ownership at the time remains or objects are encountered.
  1. The USACE will immediately notify appropriate law enforcement, appropriate medical examiner or coroner, the state archaeologist, Applicable SHPO, Applicable Consulting Tribes, and landowner within twenty-four (24) hours, or as soon as otherwise practicable, via email or telephone.
    - i. The notification process will follow the state law appropriate for the location of the discovery:
      - (1) Iowa per Code of Iowa 263B, Office of the State Archaeologist
      - (2) Illinois per The Human Skeletal Remains Protection Act (20 ILCS 3440)

- (3) Minnesota per Statutes Section 307.08, Office of the State Archaeologist and the Minnesota Indian Affairs Council
  - (4) Missouri Unmarked Human Burials Law (RSMo Chapter 194) and Missouri Cemeteries Law (RSMo Chapter 214); and/or
  - (5) Wisconsin per Statutes Section 157.70 and Wisconsin Administrative Code HS2, Wisconsin Burial Site Preservation Office
2. The USACE will require that all work will immediately cease within a 165-foot radius from the point of discovery and require that the contractor secure the area by placing pin flags within the work area radius around the discovery, and following other appropriate measures directed by USACE to protect the discovery from further disturbance. The USACE shall consult with the Applicable Consulting Parties regarding additional steps to be followed. All human remains, regardless of ancestry, will be treated with dignity and respect.
3. If the human remains, funerary objects, sacred objects, or objects of cultural patrimony appear to be Native American, the USACE, or the landowner, if located on private land, may be required to meet applicable federal, tribal, and state burial laws and ordinances. When on federal or tribal lands, the USACE will meet applicable requirements of the Native American Graves Protection and Repatriation Act for all Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony on a case-by-case basis, in accordance with 43 CFR Part 10.
4. If not on federal or tribal lands, the USACE shall notify appropriate authorities and work with the landowner and state to comply, as appropriate, with
  - i. Code of Iowa 263B,
  - ii. 20 Illinois Compiled Statute 3440
  - iii. Minnesota Statutes Section 307.08,
  - iv. Revised Statutes of Missouri Chapters 194 and 214
  - v. Wisconsin Statutes Section 157.70 and Wisconsin Administrative Code HS2.
5. Measures to protect the human remains and any associated artifact(s) will remain in effect until an appropriate treatment plan for the discovery (if applicable) has been completed for the remains and associated artifacts. The USACE will consider redesign of undertakings to avoid effects to human remains and any associated artifacts(s). The contractor will not resume work in the vicinity of the find until the USACE has granted clearance to do so.
6. Where suspected burial sites in the absence of human remains are encountered, the USACE or its contractor will comply, as applicable, with
  - i. Code of Iowa 263B,
  - ii. 20 Illinois Compiled Statute 3440
  - iii. Minnesota Statutes Section 307.08,
  - iv. Revised Statutes of Missouri Chapters 194 and 214, and/or
  - v. Wisconsin Statutes Section 157.70 and Wisconsin Administrative Code HS2

## **X. DISPUTE RESOLUTION**

- A. Should a Consulting Party to this PA object in writing regarding implementation of this PA, the USACE shall consult with the objecting party for no more than thirty (30) calendar days. The USACE shall provide copies of the written objection to other Consulting Parties within five (5) calendar days of receipt of the written objection. Upon request, the USACE shall make every effort to extend the consultation period, subject to mission requirements.
1. The USACE shall take into account the reasons for the objection and evaluate the solutions suggested by the objecting party.
  2. If, after the thirty (30)-calendar-day review period, the USACE determines that the objection cannot be resolved, the USACE shall forward all documentation relevant to the dispute, including the USACE proposed resolution, to the ACHP.
    - i. The ACHP shall provide the USACE with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the USACE shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and other Consulting Parties. The USACE shall provide Consulting Parties with a copy of this written response. The USACE will then proceed according to its final decision.
    - ii. If the ACHP does not provide its advice regarding the dispute within the thirty (30) calendar-day time period, the USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the USACE shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the signatories to the PA. The USACE shall provide Consulting Parties with a copy of this written response. The USACE will then proceed according to its final decision and notify Consulting Parties.
- B. The USACE responsibilities to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.
- C. Should any member of the public raise a timely and substantive objection pertaining to the manner in which the terms of this PA are carried out, at any time during its implementation, the USACE shall take the objection into account by consulting with the objector. When the USACE responds to an objection, it shall notify the Consulting Parties of the objection and the manner in which it was resolved. The USACE may request the assistance of a Consulting Party to resolve an objection.



## **XI. SEVERABILITY**

- A. If any section, subsection, paragraph, sentence, clause, or phrase in this PA, for any reason, is held to be unconstitutional or invalid or ineffective, such decision shall not affect the validity or effectiveness of the remaining portions of this PA.
- B. If any section, subsection, paragraph, sentence, clause, or phrase in this PA, for any reason, is held to be unconstitutional or invalid or ineffective, the signatories shall consult to determine whether an amendment to this PA is needed.

## **XII. ANTI-DEFICIENCY PROVISION**

- A. All parties to this agreement acknowledge the USACE fiduciary responsibilities pursuant to the Anti-Deficiency Act (31 USC 1341). All obligations on the part of the USACE under this PA shall be subject to the appropriations, allocation, and availability of sufficient funds available to the USACE for such purposes.
- B. The legal responsibility of the USACE to comply with Section 106 of the NHPA is not affected by the availability of federal funding provided through appropriation.

## **XIII. AMENDMENTS**

- A. Any signatory to this PA may at any time propose amendments, whereupon all signatories shall consult to consider such amendment for no more than ninety (90) days. An amendment will be effective on the date a copy signed by all signatories is filed with the ACHP.
- B. Any Consulting Tribe may update its consultation area in Attachment C without an amendment to this PA through notice to the respective USACE district. USACE will distribute the updated consultation area to all Consulting Parties.

## **XIV. TERMINATION OR WITHDRAWAL**

- A. If the USACE or the ACHP determines that the terms of this PA will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation XIII, above. If within ninety (90) calendar days (or another time period agreed to by all signatories) an amendment cannot be reached, the USACE or the ACHP may terminate the PA upon written notification to the other signatories.
  - 1. Once the PA is terminated, the USACE must review all undertakings identified post termination in accordance with 36 CFR § 800.3 through 800.7 or an applicable alternative under 36 CFR § 800.14. The USACE will include this in a final annual report per Stipulation V.

- B. Any SHPO may terminate this PA as to its jurisdiction after providing the USACE written notice ninety (90) calendar days prior to termination.
1. The USACE shall consult with the terminating SHPO to identify any mutually acceptable measures that would avoid the party's termination.
  2. If mutually acceptable measures are identified that would require amendment to the PA, the USACE shall follow the amendment process outlined in Stipulation XIII.
  3. If within ninety (90) calendar days (or another time period agreed to by all signatories) mutually acceptable measures are not identified or an amendment cannot be reached, and the SHPO terminates, the PA will no longer apply within that SHPO's state, and the USACE will review all Program undertakings previously subject to this PA in that jurisdiction in accordance with 36 CFR § 800.3 through 800.7 or an applicable alternative under 36 CFR § 800.14, which may include entry into subsequent MOAs and/or PAs.
  4. This PA will remain in effect in all other jurisdictions and for all other parties.
- C. The USFWS and/or NPS may terminate the PA or withdraw as a Signatory/Invited Signatory after providing the USACE written notice ninety (90) calendar days prior to termination or withdrawal.
1. The USACE shall consult with the USFWS or NPS, as applicable, to identify any mutually acceptable measures that would avoid the termination or the party's withdrawal, as applicable.
  2. If mutually acceptable measures are identified that would require an amendment to the PA, the USACE will follow the amendment process outlined in Stipulation XIII.
  3. If within ninety (90) calendar days (or another time period agreed to by all signatories) mutually acceptable measures are not identified or an amendment cannot be reached, the USFWS or NPS, as applicable, may terminate the PA upon written notification to the other signatories, or withdraw from the PA. If the USFWS or NPS, as applicable, terminates the PA, USACE will follow Stipulation XIV.A.1. If the USFWS or NPS, as applicable, withdraws, the PA will remain in full force and effect.
- D. Any Invited Signatory Tribe may withdraw as an Invited Signatory or terminate the PA as to its consultation area after providing the USACE written notice ninety (90) calendar days prior to withdrawal or termination.
1. The USACE shall consult with the withdrawing or terminating Invited Signatory Tribe to identify any mutually acceptable measures that would avoid the party's withdrawal or termination.

2. If mutually acceptable measures are identified that would require amendment to the PA, the USACE shall follow the amendment process outlined in Stipulation XIII.
3. If within ninety (90) calendar days (or another time period agreed to by all signatories) mutually acceptable measures are not identified or an amendment cannot be reached and an Invited Signatory Tribe withdraws, the USACE will continue to consult with the former Invited Signatory Tribe as a Consulting Tribe under the terms of this PA, and the PA will continue in full force and effect, including within the former Invited Signatory Tribe's consultation area. If within ninety (90) calendar days (or another time period agreed to by all signatories) mutually acceptable measures are not identified or an amendment cannot be reached and an Invited Signatory Tribe terminates as to its consultation area, the PA will no longer apply within that consultation area, and the USACE will review all Program undertakings previously subject to this PA in that consultation area in accordance with 36 CFR § 800.3 through 800.7 or an applicable alternative under 36 CFR § 800.14, which may include entry into subsequent MOAs and/or PAs. This PA will remain in effect in all other jurisdictions and for all other parties. The remaining Signatories may confer on whether additional amendment to the PA is warranted to address the termination by the Invited Signatory Tribe.

## **XV. DURATION**

This PA shall remain in effect for ten (10) years, until March 18, 2034, and can be extended through amendment in accordance with Stipulation XIII. Prior to March 18, 2028 the USACE shall host a workshop for a four (4)-year review and assessment of the effectiveness of this PA.

## **XVI. IMPLEMENTATION**

- A. This PA may be executed in counterparts, with a separate page for each signature.
- B. This PA shall become effective within the applicable state on the date of signature, whichever is latest, by the USACE, applicable SHPO or the ACHP.
- C. The USACE shall ensure each consulting party is provided with a complete copy of the final PA and that the final PA and any amendments are filed with the ACHP.

## **XVII. EXECUTION**

Execution of this PA by the St. Paul, Rock Island, and St. Louis Districts of the USACE, the IaSHPO, the IlSHPO, the MnSHPO, the MoSHPO, the WiSHPO, the USFWS, the NPS, the ACHP, The Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians, the Miami Tribe of Oklahoma, the Peoria Tribe of Indians of Oklahoma, the Quapaw Nation, and The Osage Nation and implementation of its terms is evidence that the USACE has taken into account the effects of its undertaking on historic properties and has afforded the ACHP opportunity to comment pursuant to Section 106 of the NHPA.

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
THE U.S. FISH AND WILDLIFE SERVICE,  
THE NATIONAL PARK SERVICE,  
THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS,  
THE MIAMI TRIBE OF OKLAHOMA,  
THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**SIGNATORY**

**UNITED STATES ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT**



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**Colonel Eric R. Swenson, St. Paul District Commander**

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
THE U.S. FISH AND WILDLIFE SERVICE,  
THE NATIONAL PARK SERVICE,  
THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS,  
THE MIAMI TRIBE OF OKLAHOMA,  
THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**SIGNATORY**

**UNITED STATES ARMY CORPS OF ENGINEERS, ROCK ISLAND DISTRICT**



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**Colonel Jesse T. Curry, Rock Island District Commander**

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
THE U.S. FISH AND WILDLIFE SERVICE,  
THE NATIONAL PARK SERVICE,  
THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS,  
THE MIAMI TRIBE OF OKLAHOMA,  
THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**SIGNATORY**

**UNITED STATES ARMY CORPS OF ENGINEERS, ST. LOUIS DISTRICT**

PANNIER.ANDY.JOSEPH Digitally signed by  
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**. Date: \_\_\_\_\_.**

**Colonel Andy J. Pannier, St. Louis District Commander**

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
THE U.S. FISH AND WILDLIFE SERVICE,  
THE NATIONAL PARK SERVICE,  
THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS,  
THE MIAMI TRIBE OF OKLAHOMA,  
THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**SIGNATORY:**

**IOWA STATE HISTORIC PRESERVATION OFFICE**

 \_\_\_\_\_ . Date: 04/16/2024 .

**Heather Gibb, State Historic Preservation Officer**

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
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THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**SIGNATORY:**

**ILLINOIS STATE HISTORIC PRESERVATION OFFICE**

*Carey L. Mayer*

**. Date: 4/3/2024 .**

**Carey Mayer, Deputy State Historic Preservation Officer**



**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
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THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**SIGNATORY:  
MINNESOTA STATE HISTORIC PRESERVATION OFFICE**

  
\_\_\_\_\_. Date: 4/9/2024.

**Amy H. Spong, Deputy State Historic Preservation Officer**

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
THE U.S. FISH AND WILDLIFE SERVICE,  
THE NATIONAL PARK SERVICE,  
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THE MIAMI TRIBE OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**SIGNATORY:**

**MISSOURI STATE HISTORIC PRESERVATION OFFICE**



\_\_\_\_\_. Date: 06/17/2024

**Brian Stith, Deputy Director Division of State Parks and  
Deputy Missouri State Historic Preservation Officer**

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
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THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**SIGNATORY:**

**WISCONSIN STATE HISTORIC PRESERVATION OFFICE**

 . Date: 4/11/2024 .

**Daina Penkiunas, State Historic Preservation Officer**

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
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THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**SIGNATORY:**

**UNITED STATES FISH AND WILDLIFE SERVICE**

**WILLIAM  
MEEKS**

Digitally signed by  
WILLIAM MEEKS  
Date: 2024.04.16  
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**. Date: \_\_\_\_\_.**

**Will Meeks, Midwest Regional Director**

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
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THE NATIONAL PARK SERVICE,  
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THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**SIGNATORY:**

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**



**. Date: June 25, 2024 .**

**Reid Nelson, Executive Director**

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
THE U.S. FISH AND WILDLIFE SERVICE,  
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THE QUAPAW NATION,  
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**INVITED SIGNATORY:  
NATIONAL PARK SERVICE**

\_\_\_\_\_ . Date: \_\_\_\_\_ .

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
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THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**INVITED SIGNATORY:**

**THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS**

Melissa Brown . Date: 5-2-24 .

**Melissa Brown, Senior Director of Operations**

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
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THE MIAMI TRIBE OF OKLAHOMA,  
THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**INVITED SIGNATORY:  
MIAMI TRIBE OF OKLAHOMA**



Digitally signed by Douglas Lankford  
Date: 2024.05.03 11:50:27 -05'00'

**. Date: \_\_\_\_\_.**

**Chief Douglas Lankford**



**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
THE U.S. FISH AND WILDLIFE SERVICE,  
THE NATIONAL PARK SERVICE,  
THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS  
THE MIAMI TRIBE OF OKLAHOMA,  
THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
  
REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**INVITED SIGNATORY:  
QUAPAW NATION**

*Wena Supernaw* . Date: 4/20/2024 .


**Wena Supernaw, Chair**

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
THE U.S. FISH AND WILDLIFE SERVICE,  
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THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**INVITED SIGNATORY:  
THE OSAGE NATION**

  
\_\_\_\_\_. Date: 4-23-24.

Geoffrey M. Standing Bear, Principle Chief

**PROGRAMMATIC AGREEMENT  
AMONG**

**THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
THE U.S. FISH AND WILDLIFE SERVICE,  
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THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS  
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THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**INVITED SIGNATORY:**

**THE PEORIA TRIBE OF INDIANS OF OKLAHOMA**

\_\_\_\_\_  
**Chief Craig Harper**

 . Date: 5/21/24 .

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL,  
ROCK ISLAND, AND ST. LOUIS DISTRICTS,  
THE STATE HISTORIC PRESERVATION OFFICERS OF  
IOWA, ILLINOIS, MINNESOTA, MISSOURI, AND WISCONSIN,  
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THE NATIONAL PARK SERVICE,  
THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS  
THE MIAMI TRIBE OF OKLAHOMA,  
THE PEORIA TRIBE OF INDIANS OF OKLAHOMA,  
THE QUAPAW NATION,  
THE OSAGE NATION, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING**

**The Upper Mississippi River Restoration Program Habitat Rehabilitation and  
Enhancement Projects and the Navigation and Ecosystem Sustainability Program**

**CONCURRING:**

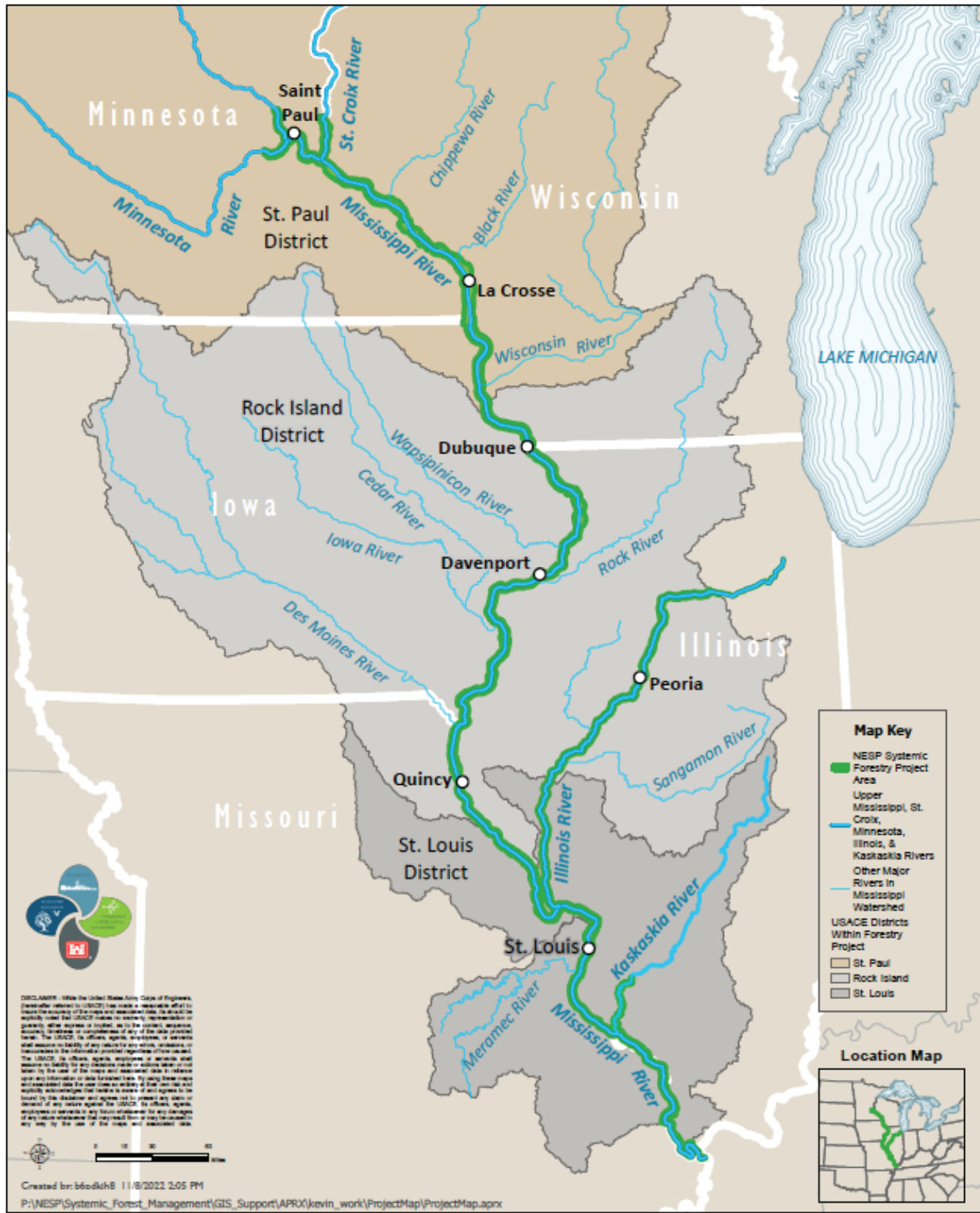
**IOWA TRIBE OF KANSAS AND NEBRASKA**

*Alan Kelley*

. Date: 04.03.2024

Alan Kelley, Deputy Tribal Historic Preservation Officer

Attachment A – NESP and UMRR General Area of Interest



**Attachment B: Definitions**

<b>Tentatively Selected Plan</b>	Under Engineer Regulation ER_1105-2-61, the tentatively selected plan is the single alternative chosen from all those considered during the feasibility study and identified in the draft feasibility report/NEPA report released to the public for review. The tentatively selected plan usually becomes the recommended plan after agency endorsement.
<b>Recommended Plan</b>	Under Engineer Regulation ER_1105-2-100, the recommended plan is the plan proposed in the final decision document for implementation.
<b>Area of Potential Effect (APE)</b>	Under 36 CFR § 800.16(d) 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 area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.
<b>Signatory</b>	In accordance with 36 CFR § 800.6(c)(1), a Signatory has the authority to execute, amend, or terminate the Programmatic Agreement.
<b>Invited Signatory</b>	In accordance with 36 CFR § 800.6(c)(2), Invited Signatories who sign the Programmatic Agreement are signatories with the authority to amend and terminate the Programmatic Agreement.
<b>Concurring Party</b>	In accordance with 36 CFR § 800.6(c)(3), a Concurring Party is a Consulting Party invited to concur in the Programmatic Agreement but does not have the authority to amend or terminate the Programmatic Agreement.
<b>Technical work</b>	In this PA means all efforts to identify and delineate, evaluate historic, architectural, and archaeological properties, and to assess potential adverse effects, and perform subsequent treatment of historic properties, such as avoidance, minimization, data recovery excavation, monitoring, or recordation of potential historic properties that is required under this PA.

**Attachment C. Provided Tribal Consultation Areas**

Tribe	Consultation Area by County				
	Illinois	Iowa	Minnesota	Missouri	Wisconsin
The Match-E-Be-Nash-She-Wish Band of Pottawatomí Indians	Adams, Brown, Calhoun, Champaign, Madison, Monroe, Pike, and Saint Clair in MVS*	Clinton, Des Moines, Lee, Louisa, Muscatine, Scott	N/A	St. Charles, St. Louis, and St. Louis City in MVS*	Grant
The Miami Tribe of Oklahoma	All MVS*	N/A	N/A	Boone, Callaway, Cape Girardeau, Franklin, Gasconade, Jefferson, Lincoln, Marion, Mississippi, Montgomery, Osage, Perry, Pike, Ralls, St. Charles, St. Louis City, St. Louis Co., Ste. Genevieve, Scott, and Warren in MVS*	N/A
The Osage Nation	All MVS* and Adams, Boone, Brown, Bureau, Calhoun, Carroll, Cass, Champaign, Christian, De Witt, Fulton, Hancock, Henderson, Henry, Jo Daviess, Knox, Lee, Logan, Macon, Macoupin, Marshall, Mason, Menard, Mercer, Montgomery, Morgan, Moultrie, Ogle, Peoria, Piatt, Pike, Putnam, Rock Island, Sangamon, Schuyler, Shelby, Stark, Stephenson, Tazewell, Warren, Whiteside, Winnebago, and Woodford Counties in MVR*	Clinton, Des Moines, Henry, Jackson, Lee, Louisa, Muscatine, Scott, and Van Buren Counties	N/A	All MVS* and Adair, Clark, Knox, Lewis, Marion, Monroe, Ralls, Schuyler, Scotland, and Shelby Counties in MVR*	N/A

<p>The Peoria Tribe of Indians in Oklahoma</p>	<p>Adams, Alexander, Calhoun, Carroll, Hancock, Henderson, Jackson, Jersey, Jo Daviess, Madison, Mercer, Monroe, Pike, Randolph, Rock Island, St. Clair, Union, and Whiteside Counties</p>	<p>All MVR*</p>	<p>All MVP*</p>	<p>All MVR*and MVS*</p>	<p>All MVP* and MVR*</p>
<p>Quapaw Nation</p>	<p>Alexander, Jackson, Johnson, Madison, Monroe, Pulaski, Randolph, St. Clair, and Union Counties</p>	<p>N/A</p>	<p>N/A</p>	<p>Bollinger, Butler, Cape Girardeau, Iron, Jefferson, Madison, Mississippi, Perry, Reynolds, St. Charles, Ste. Genevieve, St. Francois, St. Louis, St. Louis City, Scott, and Wayne Counties</p>	<p>N/A</p>

\*MVP is the St. Paul District, MVR is the Rock Island District, and MVS is the St. Louis District.



**Attachment D: Consulting Party Distribution List (January 2024)**

<b>Agency and/or Tribe</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>
Iowa State Historic Preservation Office	Dr. Heather Gibb	State Historic Preservation Officer	heather.gibb@iowa.gov
Illinois State Historic Preservation Office	Mr. Jeffrey Kruchten	State Historic Preservation Officer	jeff.kruchten@illinois.gov
Minnesota State Historic Preservation Office	Amy Spong	Deputy State Historic Preservation Officer	amy.spong@state.mn.us
Missouri State Historic Preservation Office	Ms. Amy Rubingh	Review, Compliance, Records Coordinator	amy.rubingh@dnr.mo.gov
Wisconsin State Historic Preservation Office	Mr. Tyler Howe	State Historic Preservation Officer	tyler.howe@wisconsinhistory.org
National Park Service	Ms. Susan Snow	Superintendent – Effigy Mounds National Monument	Susan_Snow@nps.gov
U.S. Fish and Wildlife Service	Ms. Sabrina Chandler	Refuge Manager/Area Supervisor – UMR national Wildlife and Fish Refuge	sabrina_chandler@fws.gov
U.S. Fish and Wildlife Service	Mr. James Myster	Archaeologist	James_Myster@fws.gov
Advisory Council on Historic Preservation	Mr. Chris Daniel	Program Analyst	cdaniel@achp.gov
Absentee-Shawnee Tribe of Indians in Oklahoma	Ms. Devon Frazier Smith	Tribal Historic Preservation Officer	dfrazier@astribe.com
Absentee-Shawnee Tribe of Indians in Oklahoma	Ms. Carol Butler	Cultural Preservation Director	cbutler@astribe.com
Bad River Band of Lake Superior Chippewa	Mr. Larry Plucinski	Tribal Historic Preservation Officer	thpo@badriver-nsn.gov
Bois Forte Band of Chippewa	Mr. Jaylen Strong	Tribal Historic Preservation Officer	jaylen.strong@boisforte-nsn.gov
Caddo Nation of Oklahoma	Mr. Jonathan M. Rohrer	Tribal Historic Preservation Officer	jrohrer@mycaddonation.com
Citizen Potawatomi Nation, Oklahoma	Ms. Kelli Mosteller	Assistant Tribal Historic Preservation Officer	cpnthpo@potawatomi.org
Delaware Nation, Oklahoma	Ms. Carissa Speck	Historic Preservation Director	cspeck@delawarenation-nsn.gov
Delaware Tribe of Indians	Ms. Susan Bachor	Tribal Historic Preservation Officer	lheady@delawaretribe.org
Eastern Shawnee Tribe of Oklahoma	Mr. Paul Barton	Tribal Historic Preservation Officer	pbarton@estoo.net
Flandreau-Santee Sioux Tribe	Mr. Garrie Kills-A-Hundred	Tribal Historic Preservation Officer	garrie.killsahundred@fsst.org
Fond du Lac Band of Lake Superior Chippewa	Mr. Evan Schroeder	Tribal Historic Preservation Officer	EvanSchroeder@FDLREZ.com
Fort Belknap Indian Community	Emma “Emmy” Filesteel	Tribal Historic Preservation Officer	emma.filesteel@ftbelknap.org

**Attachment D: Continued**

<b>Tribe</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>
Forest County Potawatomi Community	Mr. Ben Rhodd	Tribal Historic Preservation Officer	Benjamin.Rhodd@fcp-nsn.gov
Forest County Potawatomi Community	Ms. Nicole Reske	Assistant Tribal Historic Preservation Officer	Nicole.Reske@fcpotawatomi-nsn.gov
Grand Portage Band of Lake Superior Chippewa	Mr. Rob Hull	Tribal Historic Preservation Officer	thpo@grandportage.com
Hannahville Indian Community	Mr. Earl Meshigaud	Tribal Historic Preservation Officer	EarlMeshigaud@hannahville.org
Ho-Chunk Nation of Wisconsin	Mr. William Quackenbush	Tribal Historic Preservation Officer	bill.quackenbush@ho-chunk.com
Iowa Tribe of Kansas and Nebraska	Mr. Lance Foster	Tribal Historic Preservation Officer	lfoster@iowas.org
Iowa Tribe of Kansas and Nebraska	Mr. Alan Kelley	Deputy Tribal Historic Preservation Officer	akelly@iowas.org
Iowa Tribe of Oklahoma	Ms. Candace Pershall	Cultural Preservation	cpershall@iowanation.org
Keweenaw Bay Indian Community	Mr. Gary Loonsfoot, Jr.	Tribal Historic Preservation Officer	gloonsfoot@kbic-nsn.gov
Kickapoo Traditional Tribe of Texas	Mr. Hector Gonzalez	Historic Preservation	hector.gonzalez@ktttribe.org
Kickapoo Tribe of Oklahoma	Mr. Darwin Kaskaske	Chairman	darwin.kaskaske@okkt.net
Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas	Mr. Lester Randall	Chairman	
Lac Courte Oreilles Band of Lake Superior Chippewa	Mr. Brian Bisonette	Tribal Historic Preservation Officer	brian.bisonette@lco-nsn.gov
Lac du Flambeau Band of Lake Superior Chippewa	Ms. Sarah Thompson	Tribal Historic Preservation Officer	Sarah.Thompson@ldftribe.com
Lac Vieux Desert Band of Lake Superior Chippewa	Ms. Alina Shively	Tribal Historic Preservation Officer	alina.shively@lvd-nsn.gov
Little Traverse Bay Bands of Odawa Indians	Ms. Melissa Wiatrolik	Tribal Historic Preservation Officer	MWiatrolik@LTBBODAWA-NSN.GOV
Leech Lake Band of Ojibwe	Ms. Gina Lemon	Tribal Historic Preservation Officer	ginalemon@llojibwe.net
Lower Sioux Indian Community	Ms. Cheyanne St. John	Tribal Historic Preservation Officer	lowersiouxthpo@lowersioux.com
Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians	Ms. Lakota Hobia	Tribal Historic Preservation Officer	lakota.hobia@glt-nsn.gov
Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians	Ms. Kaila Akina	THPO Assistant Director	kaila.akina@glt-nsn.gov
Menominee Indian Tribe of Wisconsin	Mr. David Grignon	Tribal Historic Preservation Officer	dgrignon@mitw.org
Mille Lacs Band of Ojibwe	Mr. Mike Wilson	Tribal Historic Preservation Officer	Mike.Wilson@millelacsband.com
Miami Tribe of Oklahoma	Mr. Logan York	Tribal Historic Preservation Officer	lyork@miamination.com

**Attachment D: Continued**

<b>Tribe</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>
Nottawaseppi Huron Band of Potawatomi, Michigan	Mr. Douglas R. Taylor	Tribal Historic Preservation Officer	douglas.taylor@nhbp-nsn.gov
Omaha Tribe of Nebraska	Mr. Dwight Howe	Tribal Historic Preservation Officer	dwright.howe@theomahatribe.com
Otoe-Missouria Tribe of Indians, Oklahoma	Ms. Elsie Whitehorn	Tribal Historic Preservation Officer	ewhitehorn@omtribe.org
Peoria Tribe of Indians of Oklahoma	Ms. Burgundy Fletcher	Tribal Historic Preservation Specialist	bfletcher@peoriatribe.com
Pokagon Band of Potawatomi Indians, Michigan and Indiana	Mr. Matthew Bussler	Tribal Historic Preservation Officer	matthew.bussler@pokagonband-nsn.gov
Prairie Band of Potawatomi Nation	Ms. Tara Mitchell	Deputy Tribal Historic Preservation Officer	taramitchell@pbnation.org
Prairie Island Indian Community	Mr. Noah White	Tribal Historic Preservation Officer	Noah.White@piic.org
Quapaw Nation	Mr. Billie Burtrum	Tribal Historic Preservation Office	Billie.Burtrum@quapawnation.com
Red Cliff Band of Lake Superior Chippewa	Mr. Marvin Defoe	Tribal Historic Preservation Officer	marvin.defoe@redcliff-nsn.gov
Sac and Fox Nation of Missouri in Kansas and Nebraska	Ms. Lisa Montgomery	Director Environmental Protection Agency	lisa.montgomery@sacfoxenviro.org
Sac and Fox Nation, Oklahoma	Mr. Chris Boyd	NAGPRA/Historic Preservation	chris.boyd@sacandfox-nsn.gov
Sac and Fox Tribe of the Mississippi in Iowa (Meskwaki Nation)	Mr. Johnathan Buffalo	Historic Preservation Director	director.historic@meskwaki-nsn.gov
Santee Sioux Nation / Santee Sioux Tribe of Nebraska	Mr. Butch Denny	Tribal Historic Preservation Officer	ssn.thpo@gmail.com
Shakopee Mdewakanton Sioux Community	Mr. Leonard Wabasha	Cultural Resource Director	leonard.wabasha@shakopeedakota.org
Shawnee Tribe	Ms. Tonya Tipton	Historic Preservation Office	section106@shawnee-tribe.com
Sisseton-Wahpeton Oyate	Ms. Dianne Desrosiers	Tribal Historic Preservation Officer	DianneD@swo-nsn.gov
Sokaogon Chippewa Community - Mole Lake Band of Lake Superior Chippewa	Mr. Michael LaRonge	Tribal Historic Preservation Officer	Michael.LaRonge@scc-nsn.gov
Spirit Lake Tribe	Mr. Kenneth Graywater, Jr.	Tribal Historic Preservation Officer	thpo@spiritlakenation.com
St. Croix Band of Chippewa Indians	Ms. Wanda McFaggen	Tribal Historic Preservation Officer	thpo@stcroixtribalcenter.com
The Osage Nation	Dr. Andrea Hunter	Tribal Historic Preservation Officer	ahunter@osagenation-nsn.gov
The Osage Nation	Ms. Caitlin Nichols	Archaeologist	caitlin.nichols@osagenation-nsn.gov
The Osage Nation	Ms. Sarah O'Donnell	Preservation Office	sodonnell@osagenation-nsn.gov

<b>Attachment D: Continued</b>			
<b>Tribe</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>
United Keetoowah Band of Cherokee of Oklahoma	Mr. Acee Watt	Tribal Historic Preservation Officer	awatt@uk-nsn.gov
Upper Sioux Community	Ms. Samantha Odegard	Tribal Historic Preservation Officer	THPO@uppersiouxcommunity-nsn.gov
White Earth Band of Ojibwe	Ms. Jaime Arsenault	Tribal Historic Preservation Officer	Jaime.Arsenault@whiteearth-nsn.gov
Winnebago Tribe of Nebraska	Ms. Sunshine Thomas-Bear	Cultural Preservation Director	sunshine.bear@winnebagotribe.com