

**PROGRAMMATIC AGREEMENT AMONG THE UPPER SIOUX COMMUNITY,
THE IOWA DIVISION OF THE FEDERAL HIGHWAY ADMINISTRATION, AND THE
IOWA DEPARTMENT OF TRANSPORTATION
REGARDING IMPLEMENTING NOTIFICATION AND CONSULTATION IN
ACCORDANCE WITH 36 CFR PART 800 FOR FEDERAL-AID TRANSPORTATION
PROJECTS IN THE STATE OF IOWA**

WHEREAS, the Upper Sioux Community maintains a historic, ancestral, and ceded land connection to what is now recognized as the State of Iowa and is a Sovereign Nation with an independent governing body who chooses to enter into this agreement on a government to government basis; and

WHEREAS, the Iowa Division of the Federal Highway Administration (FHWA) is an agency of the United States Government that has the responsibility for administering the Federal-aid program in the State of Iowa and FHWA has delegated the Iowa Department of Transportation (Iowa DOT) as the primary recipient of Federal-aid funds in the State of Iowa, to provide assistance to FHWA in complying with the body of environmental law that includes the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and other similar laws; and

NOW, THEREFORE, the Upper Sioux Community, the FHWA, and the Iowa DOT, agree to the following stipulations associated with the process contained in the regulations implementing Section 106 of the National Historic Preservation Act (36 CFR §800, as amended).

STIPULATIONS

All parties will work together in trust and respect to carry out the following stipulations:

1. All parties agree that review of non-construction and pavement repair, pavement replacement or pavement rehabilitation projects (3R) is unwarranted unless one of the two following conditions are present:
 - a. A site is recorded within 100 feet of the project area; or
 - b. The project includes the acquisition of right-of-way or easement (permanent or temporary).

All other projects will be consulted on following 36 CFR §800.

2. Any party to this agreement may initiate its modification, amendment, or termination whereupon all parties will consult on how best to proceed. Any party to this agreement may terminate it by providing thirty (30) days' written notice to the other parties, provided that the parties will consult during the period prior to the termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA will comply with 36 CFR §800.4-800.6. Any request to modify, amend, or terminate shall be in writing. Modifications and amendments must be agreed-upon by all signatories.
3. This agreement becomes effective when fully executed by all parties and shall remain in effect for one (1) year. The agreement shall automatically renew at the end of each subsequent year unless one or more of the parties expresses in writing to the other parties the need to revise the agreement.

UPPER SIOUX COMMUNITY

By:  Date: 3/24/17
(Wazyatawin – Tribal Historic Preservation Officer)

FEDERAL HIGHWAY ADMINISTRATION

By: Karen A Bobo Date: 3/21/2017
(Karen Bobo – Iowa Division Administrator)

IOWA DEPARTMENT OF TRANSPORTATION

By: Mitchell Dillavou Date: 3/20/17
(Mitchell Dillavou – Director, Highway Division)