

PROGRAMMATIC AGREEMENT AMONG
THE IOWA TRIBE OF OKLAHOMA,
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 Iowa Tribe of Oklahoma 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 Tribe of Oklahoma has an interest in projects across the State of Iowa which includes all 99 of Iowa's counties; 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

WHEREAS the 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

WHEREAS the Iowa Tribe of Oklahoma, the FHWA, and the Iowa DOT agree that they have a common interest to identify, evaluate, and to avoid impacts to historic properties from FHWA undertakings in Iowa, and

NOW, THEREFORE, the Iowa Tribe of Oklahoma, 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

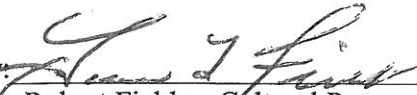
FHWA and the Iowa DOT will work together to carry out the following stipulations:

1. At the request of the Iowa Tribe of Oklahoma, Iowa DOT will initiate consultation on all undertakings that involve human remains 150 years or older, and will notify the tribe within 72 hours of a discovery of human remains as part of a FHWA undertaking. The FHWA and the Iowa DOT will work to respect all appropriate state and federal burial laws.
2. In the event of an emergency discovery of a type of site or find that the Iowa Tribe of Oklahoma is interested in, during construction or other similar scenario, the Iowa DOT will notify the tribe within 72 hours.
3. At the request of the Iowa Tribe of Oklahoma, Iowa DOT will initiate consultation

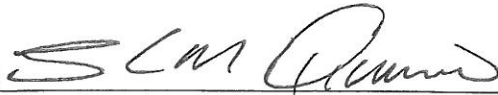
with them on all undertakings that identify historic Native American cultural resources or prehistoric Native American resources. This includes any projects resulting in Phase I (identification), Phase II (evaluation), or Phase III (mitigation) archeological investigations.

4. At the request of the Iowa Tribe of Oklahoma, Iowa DOT will use the Minor Projects program that is described in Appendix A.
5. At the request of the Iowa Tribe of Oklahoma, Iowa DOT will not initiate consultation for projects that might involve historic properties such as historic buildings, historic bridges or other similar historic properties that do not connect to or are associated with Native American history or prehistory in Iowa.
6. At the request of the Iowa Tribe of Oklahoma, Iowa DOT and FHWA will communicate with the tribe via email for consultation.
7. At the request of the Iowa Tribe of Oklahoma, Iowa DOT will provide a copy of the Iowa DOT's annual report to the Iowa State Historic Preservation Office (SHPO) and the Advisory Council on Historic Preservation (ACHP).
8. All parties prefer to stay in communication with each other to maintain respect and trust. All parties agree that if a designated representative or other affiliated contact with a critical role in the consultation process leaves their respective Tribe or Agency, the remaining parties will communicate and begin to incorporate any new representatives or contacts into the ongoing consultation process.
 - A. The designated point of contact for the Iowa Tribe of Oklahoma is the Cultural Preservation Specialist.
 - B. The designated point of contact for the FHWA is the Environment and Realty Manager.
 - C. The designated point of contact for the Iowa DOT is the Environmental Resources Manager.
9. All parties agree that consultation under this Programmatic Agreement shall be carried out with respect and trust.
10. 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.
11. This agreement becomes effective when fully executed by all parties and shall remain in effect for three (3) years. The agreement shall automatically renew at the end of each subsequent three year period unless one or more of the parties expresses in writing to the other parties the need to revise the agreement.


IOWA TRIBE OF OKLAHOMA

By:  Date: 8/21/14
(Dr. Robert Fields – Cultural Preservation Specialist)

FEDERAL HIGHWAY ADMINISTRATION

By:  Date: 21 August 2014
(Lubin M. Quinones – Iowa Division Administrator)

IOWA DEPARTMENT OF TRANSPORTATION

By:  Date: 8/21/14
(Mitchell J. Dillavou – Director, Engineering Bureau)