

PROGRAMMATIC AGREEMENT

AMONG

**THE U.S. ARMY CORPS OF ENGINEERS, TULSA DISTRICT;
BUREAU OF INDIAN AFFAIRS, EASTERN OKLAHOMA REGION;
ENVIRONMENTAL PROTECTION AGENCY;
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT;
OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY;
THE QUAPAW TRIBE OF OKLAHOMA (O-GAH-PAH);
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE;
OKLAHOMA ARCHEOLOGICAL SURVEY;**

AND

THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

REGARDING

**THE TAR CREEK/PICHER FIELD CLEANUP PROJECT,
OTTAWA COUNTY, OKLAHOMA**

WHEREAS, the U.S. Army Corps of Engineers, Southwestern Division, Tulsa District (Army Corps); Bureau of Indian Affairs (BIA); Environmental Protection Agency (EPA); and the U.S. Department of Housing and Urban Development (HUD) (agencies) propose to fund, assist, plan, construct, approve, permit, and otherwise facilitate, wholly or in part, numerous and varied hazard mitigation and environmental remediation activities in the vicinity of the Picher-Cardin Lead and Zinc Mining Area, Ottawa County, Oklahoma, part of the Tri-State Mining District and including the Tar Creek Superfund Site; and

WHEREAS, the agencies may fund, plan, implement, approve, or otherwise facilitate, wholly or in part, a wide variety of hazard mitigation and remediation activities in the Picher-Cardin Lead and Zinc Mining Area, including (but not limited to): (1) plugging and/or capping mine shaft openings; (2) removing, redistributing, processing or washing mine waste (chat) and/or approving the sales and removals, redistributions, and processing or washing of mine waste (chat), and approving Temporary Operating Permits or other permits and leases related to remediation activities; (3) filling surface depressions, ponds, or mine pits; (4) leveling, removing, or otherwise utilizing the footings, foundations, and other remains associated with historic mining activities; (5) removing soil, mining waste, or other surface debris and replacing it with new soil; (6) planning and constructing projects designed to improve the quality of running water and/or groundwater in the encompassing watersheds; (7) stream and habitat restoration activities, (8) monitoring, testing, planning and other support activities related to the hazard mitigation and remediation activities; and (9) post-remediation reclamation, all of which collectively and/or

individually may be undertakings subject to review under Section 106 of the National Historic Preservation Act, as amended (16 U.S.C. 470f) and shall be known as “undertakings” or “activities” for the purposes of this Agreement; and

WHEREAS, the agencies, in consultation with the Oklahoma State Historic Preservation Office (SHPO) and the Quapaw Tribe of Oklahoma, agree that information available in standard published sources establish the historical significance of the lead and zinc mining industry in northeast Oklahoma and that site visits confirm the presence of numerous features, such as ruins and buildings, that may be eligible for the National Register of Historic Places (National Register); and

WHEREAS, the agencies have determined that the undertakings, both present and as may be defined in the future, may have an adverse effect on historic properties, known or as may be identified in the future, and have consulted with the Advisory Council on Historic Preservation (ACHP), the SHPO, and the Quapaw Tribe of Oklahoma, to develop and implement this agreement (Agreement) in accordance with 36 CFR 800.14(b) for compliance with Section 106 of the National Historic Preservation Act, as amended (16 U.S.C. 470f), with the goal of expediting these undertakings in the interests of public health and safety and environmental benefit and better addressing their direct, indirect, and cumulative effects on historic properties; and

WHEREAS, the Oklahoma Department of Environmental Quality (ODEQ) plans, coordinates, and carries out many of these undertakings and activities in cooperation with and as delegated by the agencies, will be considered to be one of the agencies for the purposes of this Agreement to the extent that the other agencies delegate tasks and actions to DEQ; and therefore is a party and signatory to this Agreement; and

WHEREAS, the Quapaw Tribe of Oklahoma (O-Gah-Pah) (Quapaw Tribe) is a party and signatory to this Agreement because undertakings may occur on or affect historic properties within the Quapaw Tribe’s jurisdiction, tribal trust lands, and/or individual allotments; because the Quapaw Tribe has strong and direct historical associations with zinc and lead mining in the Picher Field and vicinity; because the Quapaw Tribe may attach cultural and religious significance to historic properties that may be affected by these undertakings; because the Quapaw Tribe possesses special expertise regarding the religious and cultural significance that historic properties may have to the Quapaw Tribe; and because the agencies have consulted with the Quapaw Tribe on a government-by-government basis in the development of this Agreement and will continue to do so in its implementation; and

WHEREAS, the Army Corps, on behalf of the other agencies, has contacted all known Federally-recognized Indian tribes that may be associated with the Picher Field/Tar Creek project area, including the Caddo Tribe of Oklahoma, Cherokee Nation of Oklahoma, Delaware Tribe of Indians of Oklahoma, Eastern Shawnee Tribe of Oklahoma, Miami Tribe of Oklahoma, Modoc Tribe of Oklahoma, Osage Nation of Oklahoma, Ottawa Tribe of Oklahoma, Peoria Tribe of Indians of Oklahoma, Quapaw Tribe of Oklahoma, Seneca-Cayuga Tribe of Oklahoma, United Keetoowah Band of Cherokee Indians of Oklahoma, Wichita and Affiliated Tribes of Oklahoma, Wyandotte Tribe of Oklahoma (collectively, the tribes), to consult with the tribes on a government-to-government basis on the development of this Agreement and will continue to consult with the tribes in the implementation of this Agreement; and

WHEREAS, the Oklahoma Archeological Survey (OAS) is a party and signatory to this Agreement because, pursuant to a cooperative agreement with the SHPO, it maintains site files for archaeological sites located within the state of Oklahoma and provides professional expertise

in prehistoric (pre-contact) archaeology, such as opinions on National Register eligibility, effect determinations, and recommendations for mitigation of adverse effects to prehistoric archaeological sites; accordingly, signatories shall notify the SHPO and OAS simultaneously of requests for comments and other communications pursuant to this Agreement; and

WHEREAS, the U.S. Department of Housing and Urban Development's undertaking regarding the Tar Creek/Picher Field Cleanup Project is limited per the grant agreement for Neighborhood Initiatives Grant #B-04-NI-OK-0036, executed with the Oklahoma Department of Environmental Quality on July 27, 2004, and is limited to the amount of the fiscal year 2004 Congressional appropriation for such Grant. HUD's undertaking would also be limited per any future grant agreements for any future related appropriations mandated by Congress.

NOW, THEREFORE, the agencies, the Quapaw Tribe, SHPO, OAS, and ACHP agree that the undertakings shall be implemented in accordance with the following stipulations in order for the agencies to take into account the effects of those undertakings on historic properties.

STIPULATIONS

The agencies, individually and collectively, shall ensure that the following measures are carried out:

I. SCOPE OF THIS AGREEMENT

A. The geographical scope of this Agreement, or Area of Potential Effects (APE or project area) of Picher Field/Tar Creek cleanup and environmental remediation undertakings collectively, is the area bounded by the Kansas state line; the east side of the 100-year floodplain plus 100-foot buffer of the Spring River; the New State Road; the 100-year floodplain plus 100-foot buffer on the west side of Elm Creek; and the 100-year floodplain plus 100-foot buffer on both sides of Tar Creek to its confluence of the Neosho River. This approximately 40-square mile area is mostly within, but not necessarily limited to, the Picher-Cardin Field, located primarily in Township 29 North Ranges 23 and 24 East, and partly in Township 29 North Range 25 East and Township 28 North Ranges 23 and 24 East, Ottawa County, Oklahoma. The APE is depicted on the map in Attachment A of this Agreement.

B. Revisions to Geographical Scope. At the time of the annual meeting called for in stipulation XIII, an agency may propose revisions to the geographical scope of this Agreement to facilitate the cleanup. The signatories shall consult regarding the proposed revision, its benefit to facilitate undertakings, and the consequences of such revision for historic preservation considerations. The geographical scope of this Agreement may be revised after such consultation, consultation with consulting tribes, and the prior written concurrence of the signatory tribes, SHPO, OAS, and ACHP, and the agencies.

C. Scope of Undertakings. The purpose of this Agreement is to facilitate Section 106 compliance for hazard mitigation and environmental remediation undertakings in the Picher Field/Tar Creek project area to benefit public health and environmental safety. Therefore, a signatory agency may not use this Agreement to comply with Section 106 for undertakings that have other purposes, even if they occur within the cited geographical scope.

II. EXECUTION AND APPLICABILITY OF THIS AGREEMENT

A. This Agreement may be signed in counterparts with the same effect as if the signature

on each such counterpart were upon the same instrument.

B. This Agreement will go into effect when the ACHP has signed it and has received (via facsimile or mail) from the SHPO, OAS, the Quapaw Tribe, and at least one of the Federal agencies, a copy of the Agreement with their signature on their respective signature pages.

C. Once the Agreement has gone into effect, it will apply to those agencies that have submitted to the ACHP (via facsimile or mail) a copy of the Agreement with their signature on their respective signature pages. Each such agency shall be bound by the terms of the Agreement regardless of the actions or omissions of the other agencies.

D. Each agency is responsible for its own compliance with the terms of this Agreement. Nothing in this Agreement shall be construed to inpute liability on any agency for the actions of any other agency.

III. CERTAIN ENVIRONMENTAL REMEDIATION ACTIVITIES WITHOUT FURTHER REVIEW

A. List of Exempt Undertakings

The agencies that have signed this Agreement may proceed with the following environmental remediation activities immediately and without any further Section 106 review, subject to stipulations VII and XV:

1. Filling and closing mine shaft openings. (It is agreed by all parties that mine shaft openings will be filled and closed regardless of any historical significance that they may or may not have.)
2. Removing and replacing or redistributing soil within the core area delineated in Attachment B.
3. Approving the sale and removal or redistribution, processing or washing of mine waste (chat), and any subsequent removal or distribution of said mine waste (chat). (It is agreed by all parties that mine waste (chat) will be removed, sold, redistributed, processed, washed, and/or any other remediation action regardless of any historical significance that such mine waste (chat) may or may not have.)
4. Removing or redistributing concrete footings and foundations.
5. Filling tailings ponds with mine waste (chat) or concrete debris.
6. Removing concrete, metal, wood, or other debris.
7. Paving or repaving gravel or chat roads, including removal of existing road surfaces and repaving them and the study of maximum chat utilization in asphalt through the establishment, maintenance, and evaluation of a pavement test road.
8. Cleanup, habitat restoration, or other work near or along streams within core area delineated in Attachment B.
9. Granting of Temporary Operating Permits or other permits and leases by the BIA for exempt remediation activities, including but not limited to mine shaft closure and mine waste (chat) removals or redistributions, on trust or restricted

Indian lands.

10. Monitoring of remediation and restoration through collection and analysis of environmental data to document changes brought about by remediation and restoration activities.

11. Passive treatment systems for treatment of mine seep.

Notwithstanding any other provision of this Agreement, the parties hereto agree that mine waste (chat), contaminated soil and water, and open mine shafts present real or potential hazards to human health and the environment. Indeed, the goal of the Environmental Protection Agency's Administrative Order on Consent (December 2003), draft Remedial Investigation/Feasibility Study, and other activities associated with Operable Unit 4 set forth a plan and agreement to remove mine waste (chat) piles and close mine shaft openings. The use of motorized heavy equipment is understood as essential in the conduct of these activities.

B. Revisions of List of Exempt Undertakings.

At the time of the annual meeting called for in stipulation XIII, an agency may propose a revision to the list of exempt activities in stipulation III.A. to facilitate the cleanup. The signatories shall consult regarding the proposed revision, its benefit to facilitate undertakings, and the consequences of such revision for historic preservation considerations. Revision to this list may be made after consultation among the signatories at an annual meeting, consultation with consulting tribes, and with the prior written concurrence of the SHPO, OAS, ACHP, and signatory tribes.

IV. Non-Exempt Undertakings.

Agencies shall consult in accordance with subpart B of 36 CFR Part 800 regarding 1) undertakings that may affect buildings and standing structures and 2) activities that are not exempt (see stipulation III.A., or as may be revised).

V. LEAD AGENCY

The Army Corps shall be the designated lead agency and shall facilitate compliance with this Agreement.

VI. PICHER FIELD/TAR CREEK NATIONAL REGISTER EVALUATION

A. PICHER FIELD/TAR CREEK HERITAGE STUDY.

The Corps, on behalf of the agencies, shall carry out the necessary historical and field research for, and prepare the, the Picher Field/Tar Creek Heritage Study (Heritage Study). The Cultural Resources Technical Team (CRTT) described in stipulation XIII shall develop and submit the draft scope of work for the Heritage Study to the SHPO, the tribes, OAS, and ACHP for review and comment. These parties shall be afforded 30 days for this review and comment. The CRTT shall revise the scope of work to address the comments received. Described in more detail in Attachment C to this Agreement, the Heritage Study shall provide an overview of the APE with particular emphasis on delineated historical theme and sub-themes; describe historic property types with integrity guidelines; discuss the history of the area in terms of the National Register evaluation criteria; identify persons who would be good candidates for oral history

interviews; identify, evaluate, and propose historic properties worthy of possible preservation; and identify, evaluate, and propose historic properties worthy of field recordation. Additionally, the Study shall describe the history and resources of the Catholic 40.

B. The Corps, on behalf of the agencies, shall prepare a draft version of the Heritage Study, which shall be reviewed by the CRTT. When acceptable to the CRTT, and within 210 days of this Agreement coming into effect, the Corps, on behalf of the agencies, shall provide the draft version of the Heritage Study for review and comment by the SHPO, tribe, and ACHP. The study shall be revised and finalized by the Corps and CRTT, on behalf of the agencies, to address the comments received. All signatories to this Agreement shall be provided a copy of the final Heritage Study.

C. The Corps, on behalf of the agencies, and in consultation with the tribes, OAS, and SHPO, shall determine the National Register eligibility of the Picher Field/Tar Creek project area, based on the Study. Should there be disagreement on National Register eligibility, the Corps, on behalf of the other agencies, shall request a determination of eligibility from the Keeper of the National Register, whose determination shall be considered final.

VII. ARCHAEOLOGY

A. Archaeological sites are not anticipated to be found in the core Tar Creek/Picher Field area because of the extensive land modification associated with past mining. Outside this core area, there is potential for archaeological sites to be found. Each agency that proposes undertakings not on the exempt list (stipulation III.A.) or outside the APE shall comply with subpart B of 36 CFR Part 800 for those undertakings. The agencies shall comply with the Archeological Resources Protection Act (ARPA) (P.L. 96-95; 93 Stat. 721; 16 U.S.C. 470aa et seq.), applicable regulations, and archaeological laws and regulations of the State of Oklahoma, as applicable.

B. Regarding the procurement of clean fill from outside the core area, for maximum efficiency, it is recommended through the process in subpart B of 36 CFR Part 800 that agencies share established borrow areas to the extent possible. Once a borrow area has been determined to not contain historic properties, continued vertical excavation of that area for borrow will not require further Section 106 consideration regarding effects to archaeological sites.

VIII. CATHOLIC 40.

The signatories to this document conducting environmental remediation activities affecting historic properties on the Catholic 40 shall develop environmental remediation plans that will not disturb existing structures and that will have the least possible effects on the historic properties on the Catholic 40. The environmental remediation plans affecting historic properties on the Catholic 40 shall include archaeological treatment and discovery provisions to address those historical remains that may be affected and should include the advisement from the Quapaw Tribe and comments of the SHPO. The treatment and discovery provisions and manner of implementation shall meet *the Secretary of the Interior's Standards for Archeological Documentation*.

IX. GENERAL EFFORTS

It is recognized that the remediation of the Picher Field/Tar Creek area is essential, but will adversely affect historic properties within the Pitcher Field/Tar Creek area. To the extent possible, the agencies shall make reasonable and good-faith efforts to encourage the preservation and interpretation of historic properties and the history of the Picher Field/Tar Creek area for economic and educational benefit of the public. The agencies are encouraged to assist in preserving the historical (archival) records of the Picher Field/Tar Creek area and making them accessible to the researchers and the general public; encouraging the preservation of significant historic properties not affected by remediation (subject to willing property owners); and other measures.

X. POST-REMEDATION RECLAMATION.

The agencies shall seek and take full advantage of opportunities to preserve historic properties and interpret them to the public as they contribute to the development of long-range land use plans and as they develop post-remediation reclamation activities in the Picher Field/Tar Creek project area. This may include encouraging heritage tourism to the Picher Field/Tar Creek area, and/or accepting or otherwise facilitating from willing property owners conservation easements, donations, or purchases of historic properties, or other actions. Revegetating areas with native grasses is of particular interest to the tribes. The agencies shall consult with the tribes regarding post-remediation reclamation activities that may affect historic properties of religious and cultural significance to them.

XI. PROFESSIONAL QUALIFICATIONS

All historic preservation-related activities called for in this Agreement shall be carried out by persons meeting the pertinent professional qualifications of the Secretary of the Interior's (SOI) *Professional Qualification Standards* (36 CFR Part 61) in a discipline appropriate for the task and the involved historic properties. The agencies acknowledge that tribes possess special knowledge and expertise related to historic properties of religious and cultural significance to them. It is understood that professional qualification standards do not apply to tribal traditional practitioners and authorities for purposes of this Agreement.

XII. PROFESSIONAL STANDARDS

All historic preservation work carried out pursuant to this Agreement shall meet the *Secretary of the Interior's Standards for Historic Preservation Projects*, including but not limited to Standards for Preservation, Rehabilitation, Archeological Documentation, Identification of Historic Properties, and Preservation Planning. Additionally, historic preservation work must meet the requirements of the SHPO and OAS.

XIII. CULTURAL RESOURCES TECHNICAL TEAM

Qualified cultural resource professionals of the agencies (Army Corps and BIA) and the tribes shall constitute the Tar Creek/Picher Field Cultural Resources Technical Team (CRTT). The CRTT shall provide technical assistance in implementing this Agreement, including but not limited to advising agencies as to whether undertakings fall under the list of exempted activities in stipulation III.A. Also, one or more members of the CRTT shall participate in the monthly agency project coordination meetings to provide input on historic preservation implications of proposed undertakings.

XIV. ANNUAL HISTORIC PRESERVATION COORDINATION MEETING AND ANNUAL REPORT

A. ANNUAL MEETING. In October 2005 and annually thereafter, the signatories to this Agreement shall meet to discuss progress in implementing the Agreement, projects (exempt and non-exempt) planned for the coming year, possible effects of such projects on historic properties, problems and successes in implementing the Agreement, and whether amendments to Agreement, its scope, list of exempted activities, or components are necessary. The Army Corps, on behalf of the agencies, shall organize these annual meetings.

B. ANNUAL REPORT. At least 30 days prior to the annual meeting, the Corps, with the cooperation of the agencies, shall prepare and submit to the SHPO, OAS, signatory tribes, and ACHP a report that describes the following: the undertakings of the past year (exempt and non-exempt); undertakings (exempt and non-exempt) anticipated for the coming year(s); possible effects of these undertakings on historic properties; the agencies' progress in implementing this Agreement; and actions that the agencies plan to take to implement the Agreement during the coming year. The report also shall identify problems and successes in carrying out the Agreement and proposed amendments to the Agreement, if any.

XV. INADVERTENT DISCOVERY

If historic properties (including pre-contact or pre-mining archaeological remains or burials or human remains) are found during conduct of project activities or if there are unanticipated effects on historic properties, the agency shall ensure that all activity in the minimum practicable immediate area necessary to protect the discovery is ceased, ensure the discovery is secured, and shall notify the SHPO, OAS, and the tribes within 48 hours of discovery. The notification shall describe the agency's assessment of National Register eligibility of the property and proposed actions to resolve the adverse effects. The SHPO, OAS, and tribes shall respond within 48 hours of the notification. The agency official shall take into account their recommendations regarding National Register eligibility and proposed actions, as it carries out appropriate actions to resolve the adverse effects. Failure to respond within 48 hours will be deemed as agreement with the agency's assessment and proposed actions. The agency shall provide to the SHPO, OAS, and the tribes a report of the actions to resolve the adverse effect when they are completed. Notification under this stipulation shall occur pursuant to a supplemental protocol to be prepared by all of the parties as soon as possible after the Agreement is signed.

A. If historic properties are discovered on Indian lands (tribal trust or individual restricted allotment), or there are unanticipated effects on historic properties found on such Indian lands, the agency shall comply with applicable tribal regulations and procedures, to the extent that such regulations and procedures are not inconsistent with applicable Federal law, and obtain the concurrence of the tribe with jurisdiction over the land, provided that seeking said consent is not inconsistent with applicable Federal law, on the proposed action. In addition, for a discovery on Indian or Federal lands, the agency shall comply with the Native American Graves Protection and Repatriation Act (NAGPRA [P.L. 101-601; 104 Stat. 3048; 25 U.S.C. Section 3001-13]) and its applicable regulations, the Archeological Resources Protection Act and its applicable regulations, and any other applicable tribal, federal, or state law.

B. For discoveries on non-Indian, non-Federal lands or State lands, applicable laws and regulations of the State of Oklahoma statutes shall be complied with. Such laws may include 21 O.S. Section 1168.4 (Duty to Report Discovered Remains); 21 O.S. Section 1167 (Punishment for Destruction or Removal of Tomb, Gravestone or other Cemetery Ornament); and, 21 O.S. Section 1168.7 (Government Agencies Discovery of Remains), or other applicable Federal or State law.

XVI. EMERGENCIES

Immediate rescue and salvage operations in response to an immediate threat to life or property, disaster, or other emergency formally declared by an agency official, a tribal government, the Governor of the state of Oklahoma, or the President are exempt from the provisions of Section 106. For such undertakings that will be implemented within 30 days after the threat, disaster, or an emergency is declared, the agency shall notify the ACHP, SHPO, and the tribes as soon as possible and afford them an opportunity to comment within five days of notification and take into account such timely comments prior to proceeding. If the agency determines that circumstances do not permit five days for comment, the agency shall notify these parties and invite any comments within the time available. An agency may request an extension of the period of applicability from the ACHP prior to the expiration of the 30 days.

XVII. DISPUTE RESOLUTION

Should any signatory or concurring party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the objector is encouraged to consult the other signatories, particularly the CRTT, SHPO, OAS, and signatory tribes, in resolving the objection. If that objector determines that such objection cannot be resolved, the relevant agency shall:

- A. Forward all documentation relevant to the dispute, including proposed resolution, to the ACHP. The ACHP shall provide the agency with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the agency shall prepare a written response that takes into account advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The agency will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the agency may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the agency shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the Agreement, and provide them and the ACHP with a copy of such written response.
- C. The responsibility of the other agencies to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remains unchanged.
- D. It is understood that this dispute resolution stipulation is intended to address issues of historic preservation and implementation of this Agreement, and not

matters pertaining to technical issues of public health and safety and environmental remediation.

XVIII. ADDITIONAL SIGNATORIES

Additional parties may become signatories to this Agreement in the future through an amendment to the Agreement per stipulation XX.B.

XIX. ANTI-DEFICIENCY ACT

It is understood that the implementation of this Agreement is subject to applicable Federal and State anti-deficiency statutes.

XX. DURATION, AMENDMENT, WITHDRAWAL, AND TERMINATION

A. DURATION. Unless terminated or amended as outlined below, this Agreement shall remain in effect for a period of 5 years from the date that the Agreement goes into effect and may be extended for additional five-year terms with the written concurrence of all of the signatories.

B. AMENDMENT. If any signatory to the Agreement determines that the Agreement cannot be fulfilled or that modification of the Agreement is warranted, that signatory shall consult with the other signatories to seek amendment of the Agreement. The Agreement may be amended after consultation among the signatories and all signatories agree in writing with such amendment.

C. WITHDRAWAL. Any agency may withdraw its involvement in this Agreement by providing 30 days written notice to the other parties, provided that the parties will consult during this period to seek amendments or other actions that would prevent withdrawal. Withdrawal of involvement in this Agreement by an agency will require that agency to comply with the process in subpart B of 36 CFR Part 800 for its undertakings. Should any signatory withdraw its involvement in this Agreement, the Agreement shall remain in effect for the other remaining signatories, provided the SHPO, OAS, Quapaw Tribe, ACHP, and at least one Federal agency remain as signatories.

D. TERMINATION. This Agreement will be fully terminated if any signatory provides notice of termination and after 90 days or more of unsuccessful consultations to amend the Agreement. This Agreement may also be terminated by the implementation of a subsequent Programmatic Agreement under 36 CFR Part 800 that explicitly supersedes this Agreement.

Execution of this Agreement and implementation of its terms evidence that the Federal agencies that have signed it have taken into account the effects of their undertakings on historic properties and have afforded the ACHP an opportunity to comment.

SIGNATORY PAGES (PAGE 1 OF 9)

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: John M. Fowler Date 2/24/05

Print/Type Name: JOHN M. FOWLER

Print/Type Title: EXECUTIVE DIRECTOR

SIGNATORY PAGES (PAGE 2 OF 9)

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

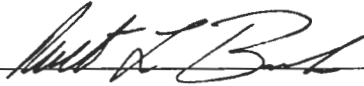
BY: Melvina Heisch Date 2/25/05

Print/Type Name: MELVENA HEISCH

Print/Type Title: DEPUTY STATE HISTORIC PRESERVATION OFFICER

SIGNATORY PAGES (PAGE 3 OF 9)

OKLAHOMA ARCHAEOLOGICAL SURVEY

BY:  Date Feb 25 2005

Print/Type Name: Robert L. Brooks

Print/Type Title: State Archaeologist

SIGNATORY PAGES (PAGE 4 OF 9)

QUAPAW TRIBE OF OKLAHOMA (O-Gah-Pah)

BY: *John L. Berrey* Date *2/24/05*

Honorable John L. Berrey, Chairman, Tribal Business Committee

Print/Type Name: *JOHN L. BERREY*

Print/Type Title: *Chairman, Quapaw Tribal Business Committee*

SIGNATORY PAGES (PAGE 5 OF 9)

U.S. ARMY CORPS OF ENGINEERS, TULSA DISTRICT

BY: Miroslav P. Kurka Date 25 FEB 05

Print/Type Name: COL Miroslav P. Kurka

Print/Type Title: Commander/District Engineer

SIGNATORY PAGES (PAGE 6 OF 9)

ENVIRONMENTAL PROTECTION AGENCY


BY: Sam Coleman Date: 2/28/05

Print/Type Name: Samuel Coleman

Print/Type Title: Director, Superfund Division

SIGNATORY PAGES (PAGE 7 OF 9)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY:  Date 2/25/05

Print/Type Name: Donald P. Mains

Print/Type Title: Deputy Assistant Secretary for Economic Development

SIGNATORY PAGES (PAGE 8 OF 9)

BUREAU OF INDIAN AFFAIRS

BY: Mike O Date 2/23/05

Print/Type Name: MICHAEL D. OSEW

Print/Type Title: ACTING PRINCIPAL DEPUTY ASSISTANT SECRETARY -
INDIAN AFFAIRS

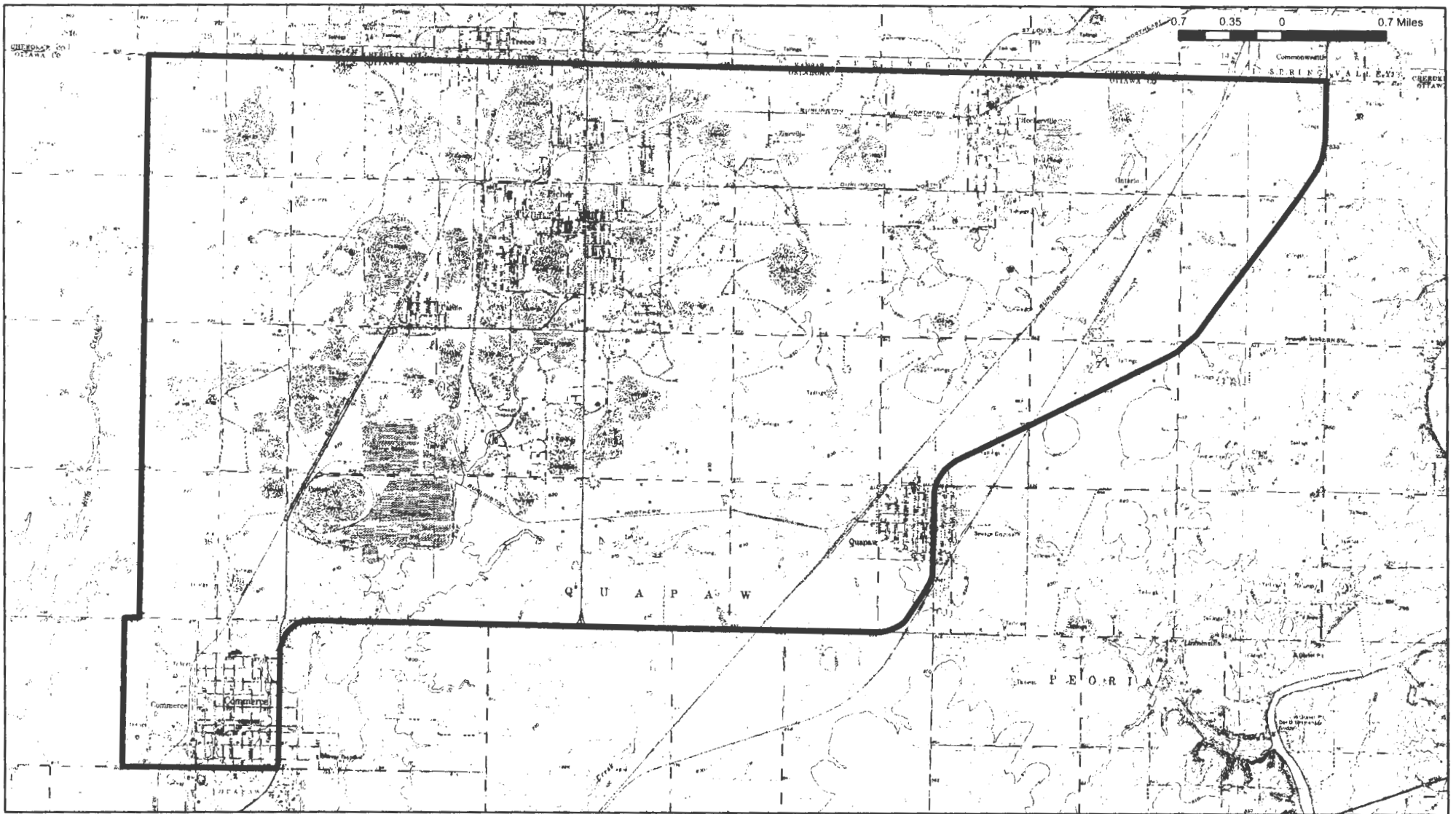
SIGNATORY PAGES (PAGE 9 OF 9)

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BY: *Craig Kennamer* Date *2/28/05*

Print/Type Name: *Craig Kennamer*

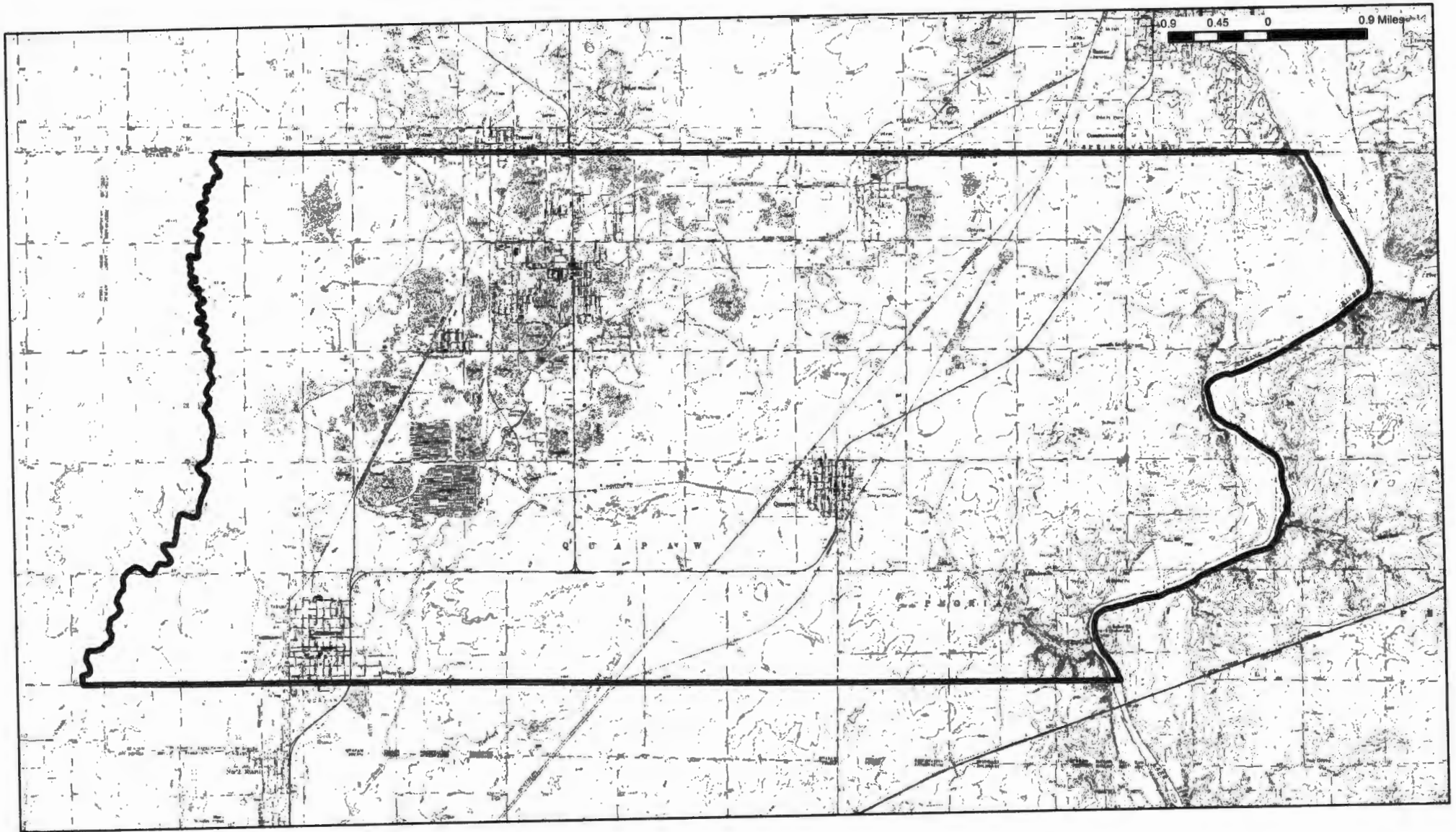
Print/Type Title: *Deputy Executive Director*



PA Regarding the Tar Creek/Picher Field Mine Cleanup Project

Attachment B

Core Area Map



PA Regarding the Tar Creek/Picher Field Mine Cleanup Project

Attachment A

**Map of Picher Field/Tar Creek Project Area
Area of Potential Effects**

Attachment C

Picher Field/Tar Creek Heritage Study

The Picher Field/Tar Creek Heritage Study shall consist of an overview of the history of the Picher Field/Tar Creek project area from prehistoric times to the present, giving considerable emphasis and attention to the theme of the area's history of lead and zinc mining and processing and the related historical subthemes of 1) the history of the Quapaw Tribe's and other tribes' relationships to the Picher Field/Tar Creek project area including the mining; 2) change in mining/processing practices and facilities within the Picher Field/Tar Creek project area; and 3) the growth of towns and communities in the Picher Field/Tar Creek area. The Study will discuss the significance of area's historical themes and subthemes in terms of the National Register of Historic Places eligibility evaluation criteria. In addition, the Heritage Study shall describe property types and their relationship to the historical themes and subthemes and shall provide guidelines to be used in determining the integrity of the historic property types for use in National Register eligibility evaluations.

In a separate appendix, the Heritage Study shall provide 1) a list of at least 30-40 persons knowledgeable of or associated with the history of the Picher Field/Tar Creek area that are recommended for future video/oral interviews, based on consultation with the CRTT, Picher Museum, Ottawa County Museum, Quapaw Tribe, and other local tribes; 2) a list of properties worthy of preservation with ownership information, discussion of historical significance of property, and discussion of recommended preservation; 3) a list of properties recommended for limited field recordation with ownership information, discussion of historical significance of property, and description of recommended recordation; 4) further historical research of the Catholic 40 and preparation of a map to scale showing historic buildings, historical archaeological remains, and historic use areas in relation to areas in need of remediation based on historic maps, informant information, historic photos, and other information (see stipulation VIII of the Agreement); and 5) annotated bibliography of written and audio-visual materials and other sources about the history, mining, and cleanup of the Picher Field/Tar Creek area including information about location and availability of these sources.