

**PROGRAMMATIC AGREEMENT  
R24MA13769**

**Among  
U.S. Department of the Interior, Bureau of Reclamation  
Columbia-Pacific Northwest Region, Columbia-Cascades Area Office  
And  
Washington State Historic Preservation Office  
And  
Quincy-Columbia Basin Irrigation District**

**Regarding  
West Canal Lining, Grant County, Washington**

**WHEREAS**, the Bureau of Reclamation, Columbia-Cascades Area Office (Reclamation) plans to approve and partially fund the installation of sections of lining for the Columbia Basin Project West Canal pursuant to the Columbia Basin Project Act of 1943 (57 Stat. 14, Public Law 78-8); and

**WHEREAS**, the Columbia Basin Project West Canal is a Reclamation-owned facility where operation and maintenance activities are the responsibility of the Quincy-Columbia Basin Irrigation District (QCBID) under contract; and

**WHEREAS**, Reclamation authorizes and funds predictable canal lining activities on a regular basis to improve water savings; and

**WHEREAS**, the canal lining projects comprise “undertakings” as defined in 36 CFR § 800.16(y); and

**WHEREAS**, Reclamation, in consultation with the Washington State Historic Preservation Officer (SHPO) has determined that the Columbia Basin Project West Canal is eligible for listing in the National Register of Historic Places, and thus considered a historic property based on the application of the National Register criteria as defined in 36 CFR § 800.4(c); and

**WHEREAS**, Reclamation has determined that these federal actions will have adverse effects on historic properties making them Undertakings subject to review under Section 106 (54 U.S.C. § 306108) of the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 et seq.) and its implementing regulations, “Protection of Historic Properties” (36 C.F.R. § 800); and

**WHEREAS**, pursuant to 36 CFR § 800.14(b)(2), Reclamation developed this Programmatic Agreement (PA) to guide Reclamation’s compliance with 36 CFR §§ 800.3-800.7 for canal lining projects that have the potential to affect the Columbia Basin Project West Canal; and

**WHEREAS**, Reclamation has currently defined the Undertakings’ Area of Potential Effect (APE) as the entirety of the Columbia Basin Project West Canal (Stipulations, II); and

**WHEREAS**, Reclamation has consulted with the Washington State Historic Preservation Officer (SHPO) pursuant to 36 CFR § 800.3(c) and (g) (under Washington SHPO Project Numbers 2024-02-00746 and 2023-11-07445) and SHPO is a signatory to this PA pursuant to 36 CFR § 800.6(c)(1); and

**WHEREAS**, QCBID is an irrigation district within the State of Washington that provides operation and

maintenance activities and delivers irrigation water to water patrons under contract to Reclamation; and

**WHEREAS**, Reclamation has consulted with the Confederated Tribes and Bands of the Yakama Nation (Yakama Nation) pursuant 36 CFR §§ 800.3(f)(2), 800.3(g), and 800.6, as the APE is within lands of traditional and cultural significance, Ceded Lands under the Treaty of 1855 (12 Stat. 951), and has invited the Yakama Nation to be a consulting party and to be a signatory (invited signatory) to this PA pursuant to 36 CFR § 800.6(c)(2); and

**WHEREAS**, Reclamation has consulted with the Confederated Tribes of the Colville Reservation (CCT) pursuant 36 CFR §§ 800.3(f)(2), 800.3(g), and 800.6, as the APE is within lands of traditional and cultural significance, within the CCT's unceded traditional territories, and has invited the CCT to be a consulting party and to be a signatory (invited signatory) to this PA pursuant to 36 CFR § 800.6(c)(2); and

**WHEREAS**, Reclamation acknowledges its continued responsibility to engage in meaningful consultation with Indian Tribes (e.g., pursuant to Executive Order 13175, 54 U.S.C. § 302706(b), the January 26, 2021 Presidential Memorandum on Tribal Consultation and Strengthening Nation-to-Nation Relationships, and 36 C.F.R. § 800.2(c)(2)) throughout the process of carrying out the stipulations of this PA regardless of whether an Indian Tribe is a signatory or consulting party to this PA. This PA does not alter the existing Government-to-Government relationship between the federal government and any Indian Tribe. Additionally, nothing in this PA is intended to repeal, supersede, or modify any right, privilege, or immunity granted, reserved, or established pursuant to treaty, statute, or Executive Order pertaining to any Indian Tribe, nor is it intended to confer any additional right, privilege, or immunity not otherwise granted, reserved, or established pursuant to treaty, statute, or Executive Order pertaining to any Indian Tribe; and

**WHEREAS**, this PA is intended to address only potential effects to the Columbia Basin Project West Canal; it does not address potential effects to archaeological properties or properties of religious and cultural significance to Indian tribes that may be located in, intersect, or encompass the APE, and ongoing survey and identification efforts are required to adequately identify and address potential effects to those resources. If adverse effects are identified for properties other than the Columbia Basin Project West Canal, additional separate consultation will be required; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), Reclamation notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has declined to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

**WHEREAS**, in accordance with 36 CFR § 800.2(c)(5), Reclamation provided an opportunity for public comment via Reclamation's public notice website and via public notice published in a local newspaper; and

**NOW, THEREFORE**, Reclamation and SHPO agree that West Canal lining Undertakings will be implemented in accordance with the following stipulations in order to take into account effects on historic properties.

## STIPULATIONS

Reclamation shall ensure that the following measures are carried out:

## I. **APPLICABILITY**

This PA applies to all Reclamation undertakings (or undertakings where Reclamation has been designated the lead federal agency) involving the installation of lining within the Columbia Basin Project West Canal. If an undertaking includes actions that could cause effects to historic properties other than the Columbia Basin Project West Canal or involves actions other than the installation of lining, then the PA will only apply to the Columbia Basin Project West Canal and only to canal lining work specifically. Reclamation will take into consideration effects to other historic properties or types of actions pursuant to 36 CFR §§ 800.3 - 800.6, and through another Section 106 Memorandum of Agreement (MOA), PA, or another Section 106 program alternative, as applicable.

This PA resolves potential adverse direct, indirect, and cumulative effects to Reclamation's Columbia Basin Project West Canal that could occur as a result of Reclamation undertakings related to the installation of lining in the Columbia Basin Project West Canal.

- A. The Columbia Basin Project West Canal is defined to include the canal itself as well as built environment features contributing to the canal, such as turnouts, weirs, and drains within the canal itself, but not including major features (such as siphons or tunnels) or any laterals or sublaterals diverting water from the Columbia Basin Project West Canal.
- B. Reclamation shall only apply this PA to canal lining undertakings that take place for the Columbia Basin Project West Canal. This PA does **not** apply to any other historic properties (identified or yet unidentified), nor does it exempt Reclamation from identifying and assessing effects to other types of historic properties under 36 CFR § 800.4 and 800.5 falling within the area covered by this PA.
- C. Professional Qualification Standards: Reclamation shall ensure that individuals meeting the appropriate Secretary of the Interior's *Professional Qualifications Standards* (36 CFR Part 61) will be responsible for, or directly supervise, the completion of all tasks in this PA. Reclamation will also ensure that contractors retained for services pursuant to this PA meet these standards.

## II. **AREA of POTENTIAL EFFECT**

Reclamation, in consultation with the SHPO and other consulting parties, has defined and mapped the APE as shown in *Appendix A* in accordance with 36 CFR 800.16(d). The APE, as currently defined, encompasses an area sufficient to account for all potential effects of ongoing canal lining projects on the Columbia Basin Project West Canal within the existing areas of the canal owned in fee by Reclamation.

Reclamation or any consulting party under this PA may propose that the APE be modified by providing written justification and illustration of the proposed APE modification. Reclamation shall send the modification proposal to all consulting parties and consult with them for no more than thirty (30) days in an effort to reach consensus on the proposal. If the Signatories and Invited Signatories agree to modify the APE, Reclamation will notify the consulting parties of the decision. If all Signatories and Invited Signatories cannot agree to a proposal for the modification of the APE, then Reclamation will resolve the dispute following the procedures in Stipulation XI of this PA.

Agreement to modify the APE will require an amendment to the PA following the procedures in Stipulation XII of this PA. Additionally, any modifications to the APE and resulting amendment will be included in the annual reports submitted in accordance with Stipulation VIII of this PA.

### III. CONTINUED IDENTIFICATION, DETERMINATIONS of ELIGIBILITY and FINDINGS of EFFECT

- A. Columbia Basin Project West Canal.** Prior to issuance of any notice to proceed or providing any funds for canal lining projects, Reclamation shall ensure that the segment(s) of the Columbia Basin Project West Canal for which lining projects are planned are fully recorded to the standards established by the Washington SHPO, and shall provide a report document detailing identification efforts and associated data, and Reclamation's determination of eligibility and findings of effect for the associated Undertaking on the Columbia Basin Project West Canal.
- B. Archaeological and Cultural Resources.** Prior to issuance of any notice to proceed or providing any funds for canal lining projects, Reclamation shall ensure that the segment(s) of the Columbia Basin Project West Canal and associated areas falling within project-specific APEs for which lining projects are planned are fully inventoried for the presence of archaeological resources and resources of religious or cultural significance to Indian tribes. Based on results of the studies, Reclamation will consult on the effects of the Undertaking on any identified resources, following the process set forth in 36 CFR § 800.4 – 800.5.

### IV. RESOLUTION of ADVERSE EFFECTS

- A. Online Illustrated Essay.** Reclamation shall publish an illustrated essay utilizing an existing online public outlet such as HistoryLink ([www.historylink.org](http://www.historylink.org)) or a suitable alternative approved by the consulting parties. The essay will focus on the history and significance of the West Canal. The essay will include text, images, and bibliography. Consulting party review of the draft essay will follow procedures in Stipulation VI of this PA. This stipulation will be considered complete when the essay has been published online and Reclamation notifies the consulting parties by email.
- B. Scholarly Article.** Reclamation shall publish a scholarly article on WISAARD under DAHP Project # 2024-02-00746 and in a professional publication such as a scholarly journal. The article will focus on the history and significance of the West Canal and shall include a bibliography. Consulting party review of the draft article will follow procedures in Stipulation VI of this PA. This stipulation will be considered complete when the essay has been published and Reclamation notifies the consulting parties by email.
- C. Funding for Central Washington University Historic Aerial Imagery Database.** QCBID shall provide monetary assistance in an amount of \$5,000 (five thousand dollars) for Central Washington University's Historic Aerial Imagery Database for the digitization and publication of historic aerial images of areas in Grant County, Washington. This stipulation will be considered complete when proof, such as a copy of the invoice or receipt, is provided to Reclamation and SHPO that monetary assistance has been provided as agreed.
- D. Drone Footage.** QCBID shall record drone footage imagery of each segment of canal for lining prior to project construction. This footage will be recorded in digital format and will be provided to Reclamation on archival gold DVDs, with an associated map in PDF format

indicating the areas for which footage was recorded saved along with imagery files on the DVD. Reclamation shall retain the drone footage in Columbia-Cascades Area Office archives and will make the footage available to all consulting parties upon request. If QCBID engages an outside contractor to record drone footage, additional permissions may be required from Reclamation to comply with unmanned aircraft system (UAS) guidelines for federal facilities.

**V. PROFESSIONAL QUALIFICATIONS**

Reclamation will ensure that all work undertaken to satisfy the terms of this agreement will be performed under the supervision of the appropriate qualified professional satisfying the provisions of the "Professional Qualifications Standards" of Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines (48 FR 44716-44742).

**VI. DELIVERABLE REVIEW**

Deliverables under Stipulation IV.A and IV.B of this PA will be provided to the consulting parties for review and comment. Upon completion of the draft product, the contractor, if utilized, shall submit a digital copy to Reclamation. Reclamation, as soon as feasible, shall submit a digital copy of the draft product to the consulting parties for review. The consulting parties shall be afforded a 30-day comment period to review and comment on the draft product. If Reclamation does not receive comments within that 30-day review period, Reclamation may proceed. Comments received will be addressed in the final product. Reclamation shall ensure that consolidated consulting party comments and edits have been addressed. Upon acceptance of the final product, Reclamation shall provide a digital final copy to the consulting parties. Final deliverables will be completed on or before the completion of the five (5) year term of this PA.

**VII. ANNUAL REPORTING**

**Annual Summary Report.** Every year following the execution of this PA until it is complete, expires, or is terminated, Reclamation shall provide all consulting parties to this PA a summary report detailing work undertaken pursuant to its terms. Such report shall include a description of work completed, ongoing, and planned as required under the stipulations; any schedule changes proposed; and any problems encountered. The report shall also summarize any disputes, objections, or comments received in Reclamation's efforts to carry out the terms of this PA, and how concerns were responded to. Finally, the report will include an offer to schedule a meeting with the consulting parties to discuss the contents of the report. The report will be provided annually to the consulting parties within thirty (30) days of the anniversary of executing this PA.

**VIII. COMMUNICATION AMONG CONSULTING PARTIES**

Consulting party contact information is listed in *Appendix B*. Contact information in *Appendix B* may be updated as needed without an amendment to this PA. It is the responsibility of each consulting party to immediately inform Reclamation of any change in name, address, email address, or phone number of any point-of-contact. Reclamation will forward this information to all consulting parties by email and provide an updated *Appendix B* in the Annual Summary Report.

**IX. DISPUTE RESOLUTION**

Any consulting party to this PA may object at any time to any actions proposed or the way the terms of this PA are implemented by submitting the concern in writing to Reclamation. Upon receipt, Reclamation shall consult with the objecting consulting party(ies) within thirty (30) calendar days, or another time period agreed upon, to resolve the objection. If Reclamation determines that such objection(s) cannot be resolved, Reclamation will:

- A. Forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR § 800.2(b)(2) and the consulting parties. Upon receipt of adequate documentation, the ACHP shall review and advise Reclamation on the resolution of the objection within thirty (30) days. Reclamation will consider comments provided by the ACHP and consulting parties to the PA in reaching a final decision regarding the dispute.
- B. If the ACHP does not provide comments regarding the dispute within thirty (30) days after receipt of adequate documentation, Reclamation will render a decision regarding the dispute within thirty (30) days following the ACHP's review period. In reaching its decision, Reclamation will consider comments regarding the dispute from the consulting parties to the PA.
- C. The responsibility of the consulting parties to carry out other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged. Reclamation will notify the consulting parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. Reclamation's decision will be final.

**X. AMENDMENTS**

Any signatory or invited signatory may request that this PA be amended by submitting such a request to Reclamation and the other consulting parties in writing. Reclamation shall consult with the consulting parties within thirty (30) calendar days of receiving the request for amendment, or another time period agreed to by the signatories in writing, concerning the necessity and appropriateness of the proposed amendment. At the end of the consultation period, Reclamation shall provide an amended PA for signature by the consulting parties or a written statement describing why Reclamation chose not to pursue an amendment to this PA. The amendment shall be effective on the date a copy of the amended PA signed by the signatories and invited signatories is filed with the ACHP.

**XI. TERMINATION**

If a signatory or invited signatory determines that the terms of this PA cannot be or are not being carried out, and this PA is not amended following the consultation set out in Stipulation XII, it may be terminated by any signatory or invited signatory upon written notification. Within thirty (30) days following termination, Reclamation shall notify the signatories if it will initiate consultation to execute a PA with the signatories under 36 CFR § 800.6(c)(1) or request the comments of the ACHP under 36 CFR § 800.7(a) and proceed accordingly.

**XII. DURATION**

This PA is effective on the date the PA is signed by all signatories pursuant to 36 CFR § 800.6(c)(1). The PA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, Reclamation may consult with the other signatories to reconsider the terms of the PA and amend it in accordance with Stipulation XII above. If agreed to through additional consultation with the signatories, the PA may be renewed at the end of the initial execution period.

**XIII. GENERAL PROVISIONS**

- A. This PA is neither a fiscal nor funds obligating document for Reclamation. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the consulting parties of this PA will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that will be made in

writing by representatives of the consulting parties and will be independently authorized by appropriate statutory authority. This PA does not provide such authority.

- B.** Any information furnished to Reclamation under this PA is subject to the Freedom of Information Act (5 USC § 552), except as outlined in the Archeological Resources Protection Act (16 USC § 470hh) and the National Historic Preservation Act (54 USC § 307103).
- C.** This PA shall become effective on the date that it has been signed by Reclamation and the SHPO. Reclamation shall ensure that each consulting party is provided a copy of the fully executed PA. This PA may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement.
- D.** Nothing herein diminishes or affects the Yakama Nation's treaty rights and privileges reserved by the Treaty with the Yakamas (12 Stat. 951), nor does it alter or affect any Yakama Nation governmental authority or jurisdictional rights. Nothing herein shall be construed as a waiver of sovereign immunity by the Yakama Nation. Nothing herein precludes the Yakama Nation from seeking Government to Government consultation with the Federal Agencies independent from the processes defined in this PA.
- E.** Nothing herein diminishes or affects the CCT governmental authority or jurisdictional rights. Nothing herein shall be construed as a waiver of sovereign immunity by the CCT. Nothing herein precludes the CCT from seeking Government to Government consultation with the Federal Agencies independent from the processes defined in this PA.

#### **XIV. EXECUTION OF THIS PROGRAMMATIC AGREEMENT IN COUNTERPARTS**

This PA may be executed in counterparts, with a separate page for each signatory. Reclamation will ensure that each party is provided with a copy of the fully executed PA.

**Execution of this PA by Reclamation, SHPO and implementation of its terms evidence that Reclamation has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.**

#### **List of Appendices**

Appendix A – Project Map

Appendix B – Contact List

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U.S. Department of the Interior, Bureau of Reclamation  
Columbia-Pacific Northwest Region, Columbia-Cascades Area Office**

**And  
Washington State Historic Preservation Office**

**And  
Quincy-Columbia Basin Irrigation District**

**Regarding  
West Canal Lining, Grant County, Washington**

**SIGNATORIES:**

**U. S. Department of the Interior, Bureau of Reclamation  
Columbia-Pacific Northwest Region, Columbia-Cascades Area Office**

\_\_\_\_\_ Date \_\_\_\_\_  
Wylie C. Duke  
Area Manager

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**And  
Washington State Historic Preservation Office**

**And  
Quincy-Columbia Basin Irrigation District**

**Regarding  
West Canal Lining, Grant County, Washington**

**SIGNATORIES:**

**Washington State Historic Preservation Office**

\_\_\_\_\_  
Allyson Brooks, Ph.D.  
State Historic Preservation Officer

Date \_\_\_\_\_

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Quincy-Columbia Basin Irrigation District**

**Regarding  
West Canal Lining, Grant County, Washington**

**SIGNATORIES:**

**Quincy-Columbia Basin Irrigation District**

\_\_\_\_\_  
Date \_\_\_\_\_  
Roger Sonnichsen  
Secretary-Manager

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**Regarding  
West Canal Lining, Grant County, Washington**

**INVITED SIGNATORIES:**

**Confederated Tribes of the Colville Reservation**

\_\_\_\_\_ Date \_\_\_\_\_  
Guy Moura  
Tribal Historic Preservation Officer

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**Regarding  
West Canal Lining, Grant County, Washington**

**INVITED SIGNATORIES:**

**Confederated Tribes and Bands of the Yakama Nation**

\_\_\_\_\_ Date \_\_\_\_\_  
Gerald Lewis  
Yakama Nation Tribal Council Chairman

# Appendix A – Columbia Basin Project West Canal Map



## Appendix B- Contact List

### U.S. Bureau of Reclamation

CCAO Historian	Kate Hovanes	(509) 573-8026	<a href="mailto:khovanes@usbr.gov">khovanes@usbr.gov</a>
Acting Environmental Program Manager	Elizabeth Heether	(509) 379-0780	<a href="mailto:eheether@usbr.gov">eheether@usbr.gov</a>
CCAO Area Manager	Wylie (Chris) Duke	(509) 573-8001	<a href="mailto:wduke@usbr.gov">wduke@usbr.gov</a>

### Washington Department for Archaeology and Historic Preservation

Architectural Historian	Maddie Levesque	(360) 819-7203	<a href="mailto:maddie.levesque@dahp.wa.gov">maddie.levesque@dahp.wa.gov</a>
State Historic Preservation Officer	Allyson Brooks	(360) 480-6922	<a href="mailto:allyson.brooks@dahp.wa.gov">allyson.brooks@dahp.wa.gov</a>

### Confederated Tribes and Bands of the Yakama Nation, Cultural Resource Program

Archaeologist	Jessica Lally	(509) 865-5121 x4766	<a href="mailto:Jessica_Lally@Yakama.com">Jessica_Lally@Yakama.com</a>
Program Manager	Casey Barney	(509) 865-5121 x4378	<a href="mailto:Casey_Barney@Yakama.com">Casey_Barney@Yakama.com</a>
Deputy Director	Jerry Meninick	(509) 865-5151 x6007	<a href="mailto:Jerry_Meninick@Yakama.com">Jerry_Meninick@Yakama.com</a>

### Confederated Tribes of the Colville Reservation, History/Archaeology Program

Archaeologist	Robert Sloma	(509) 634-2692	<a href="mailto:robert.sloma@colvilletribes.com">robert.sloma@colvilletribes.com</a>
Tribal Historic Preservation Officer	Guy Moura	(509) 634-2695	<a href="mailto:Guy.Moura@colvilletribes.com">Guy.Moura@colvilletribes.com</a>

### Quincy-Columbia Basin Irrigation District

Technical Services Assistant Manager	John Mele, Jr.	(509) 787-3591 ext. 236	<a href="mailto:JMele@qcbid.org">JMele@qcbid.org</a>
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