

**PROGRAMMATIC AGREEMENT
BETWEEN
GRAND TETON NATIONAL PARK
AND THE
WYOMING HISTORIC PRESERVATION OFFICER
REGARDING THE MOOSE-WILSON CORRIDOR COMPREHENSIVE
MANAGEMENT PLAN FOR GRAND TETON NATIONAL PARK**

WHEREAS, Grand Teton National Park (GRTE), a unit of the National Park Service (NPS), plans to implement additional scopes of work associated with the Moose-Wilson Corridor Comprehensive Management Plan (herein after referred to as ‘the Plan’) as an undertaking pursuant to the National Historic Preservation Act as amended (NHPA), 54 U.S.C. 306108 (formerly 16 U.S.C. § 470f), and Protection of Historic Properties, its implementing regulations, 36 CFR Part 800, herein referred to as Section 106; and

WHEREAS, GRTE analyzed effects to historic properties through the completion of archeological surveys, a Cultural Landscape inventory, and a Rapid Ethnographic Study (with consulting tribes); and

WHEREAS, the proposed undertaking consists of the re-evaluation of the Plan for recreational opportunities, as stipulated in Executive Order 14314 (EO) – *Making America Beautiful Again by Improving Our National Parks* (signed July 3, 2025) which were not considered during the initial compliance review; and

WHEREAS, this Programmatic Agreement (PA) recognizes three types of signatories: signatories, invited signatories, and concurring parties. Signatories and invited signatories include any party who assumes responsibilities under this PA. Concurring parties have demonstrated interest in historic properties and participated in the development of the PA; however, refusal of any concurring party to sign does not invalidate the PA; and

WHEREAS, GRTE has identified additional proposed scopes of work from the Plan that would satisfy the requirements of the EO which include:

- Realignment of a 1.8-mile segment of Moose-Wilson Road on new location between Sawmill Ponds Overlook and the Death Canyon Road Junction.
- Construction of a new separated multi-use pathway parallel to Moose-Wilson Road on a new alignment between the unincorporated community of Moose, WY to the Granite Canyon Entrance Station.
- Restoration of the existing 1.8 mile segment of the Moose-Wilson Road after realignment is completed.

WHEREAS, the proposed undertaking’s preliminary area of potential effects (APE) for historic properties listed on or eligible for the National Register of Historic Places is initially defined by the limits of possible ground disturbance consisting of a 150 ft buffer from the center of the existing road, center of the planned road, center of the planned bike path (when the path diverges from the road), and projected staging areas. The final location of the road and bike path will be within this buffer and finalized through construction designs. Indirect effects will be analyzed during the design phase of the project and the APE refined to address visual and other effects. The preliminary APE extends from the Granite Entrance Station at the southern boundary of the Moose-Wilson Road to its northern boundary at the intersection of the Teton Park Road; and

WHEREAS, GRTE anticipates that the proposed undertaking will have an adverse effect on Moose-Wilson Road (48TE1205), which is eligible for listing in the National Register of Historic Places, and the Sawmill Ponds Site (48TE498), which is eligible for listing in the National Register of Historic Places and has consulted with the Wyoming State Historic Preservation Office (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, GRTE anticipates that the proposed undertaking may have an adverse effect on the LSR Site (48TE1959) and Grey Owl Sites (48TE1961), which are currently unevaluated for eligibility for listing in the National Register of Historic Places, and has consulted with SHPO pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, GRTE anticipates that the proposed undertaking will adversely affect known historic properties within the APE, but that the full effects on all the historic properties as a whole cannot be fully evaluated prior to the approval of the undertaking because additional historic property identification, evaluation, and engineering information of the new scopes of work for the undertaking will take place over multiple project and construction timelines; and

WHEREAS, GRTE, in accordance with 36 CFR 800.4(b)(2), may carry out the identification and evaluation of historic properties through a phased approach when the undertaking's full scopes of work are not yet fully defined, allowing GRTE to align historic properties investigations with project planning, design refinement, and Section 106 review and consultation while ensuring that decisions are informed by appropriate consideration of historic properties; and

WHEREAS, GRTE in consultation with SHPO will develop a Historic Properties Treatment Plan for the proposed undertaking, herein referred to as the HPTP; and

WHEREAS, GRTE has consulted with the SHPO on the development of this Agreement pursuant to 36 CFR 800.14(b)(1)(ii); and

WHEREAS, GRTE has consulted with the Burns Paiute Tribe, Cheyenne and Arapaho Tribes of Oklahoma, Comanche Nation, Confederated Tribes of the Umatilla Indian Reservation, Eastern Shoshone Tribe of the Wind River Reservation, Indian Community of the Fort Belknap Reservation of Montana, Nez Perce Tribe, Northern Arapaho Tribe of the Wind River Reservation, and Shoshone-Bannock Tribes of the Fort Hall Reservation who have properties of religious and cultural significance located within GRTE; and

WHEREAS, GRTE has consulted with the listed consulting parties which include the Teton County Historic Preservation Board, Alliance for Historic Wyoming, History Jackson Hole, Wyoming Association for Professional Archaeologists, individual citizen Julie Longenecker, individual citizens Matt Stirn and Rebecca Sgouros, and individual citizen Samantha Ford regarding the effects of the undertakings on historic properties and has invited them to review this PA as concurring parties; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), GRTE has 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

NOW, THEREFORE, GRTE and the SHPO agree that the proposed undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the

undertaking on historic properties.

STIPULATIONS

GRTE shall ensure that the following measures are carried out:

I. RESPONSIBILITIES and QUALIFICATIONS

- a. To ensure the Park Superintendent meets needed cultural resource responsibilities to fully complete Section 106 compliance as the responsible Agency Official, the Roles and Qualifications as defined in the NPS Nationwide Programmatic Agreement under Section I.A and Section I.B shall be met.

II. STANDARDS

- a. GRTE will ensure that all work carried out pursuant to this Agreement shall take into account, when possible, the appropriate historic preservation guidelines including:
 - i. Secretary of the Interior's Standards for the Treatment of Historic Properties/Guidelines for the Treatment of Cultural Landscapes. Guidelines for the Treatment of Cultural Landscapes.
 - ii. Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation; Secretary of the Interior's Standards and Guidelines.
- b. GRTE will ensure that all work carried out pursuant to this Agreement shall be monitored by the Park Section 106 Coordinator in consultation with members of the Cultural Resource Management (CRM) Team who meet the requirements stipulated in NPS Director Order 28: Cultural Resource Management Guideline, Appendix E: Qualification Standards and Selective or Quality Ranking Factors for Cultural Resource Specialists NPS Office of Policy: NPS-28, Cultural Resource Management:
 - i. The CRM team will be composed of appropriate GRTE and NPS Intermountain Regional Office staff. CRM team members will at least include an archeologist, historian, historical landscape architect, and historical architect, as appropriate for project review.
- c. GRTE shall ensure any private cultural resource consulting persons hired for any aspect of work will meet the Secretary of the Interior's (SOI) Professional Qualifications Standards (SOI) Professional Qualifications Standards.

III. AREA OF POTENTIAL EFFECTS

- a. The APE for the initial compliance review process is initially defined by the limits of possible ground disturbance consisting of a 150 ft buffer from the center of the existing road, center of the planned road, center of the planned bike path (when the path diverges from the road), and projected staging areas. The final location of the road and bike path will be within this buffer and finalized through construction designs. Indirect effects will be analyzed during the design phase of the project and the APE refined to address visual and other effects. The preliminary APE extends from the Granite Entrance Station at the southern boundary of the Moose-Wilson Road to its northern boundary at the intersection of the Teton Park Road;
- b. APE Refinement Process
 - i. APE refinement may become necessary as more detailed information on project design is developed.
 - ii. If a new APE is proposed, GRTE will provide SHPO and other consulting parties with the refined APE for review and comment for a period of 30 calendar days.
 1. GRTE will follow Stipulation XI to resolve any dispute over the Refined APE.
 2. Current and Refined APE map(s) are located in Attachment A.

IV. PHASED IDENTIFICATION

- a. During the initial project GRTE identified historic properties within the APE, but

recognizes that portions of the APE have not been inventoried. Also, that the assessment of effects may change as the proposed project design advances. Therefore, GRTE shall consult with SHPO, tribes, and other consulting parties on additional surveys needed to identify unknown historic properties, as stipulated in 36 CFR 800.4(b)(2).

- i. No construction may proceed in an area defined in this section until identification/evaluation is complete and any adverse effects are mitigated in the following areas (listed from south to north):
 1. East of Granite Canyon Trailhead (3.6 acres)
 2. Boulderfield Reroute (4.9 acres)
 3. LSR Levee Road Southern Entrance (3.5 acres)
 4. North of Sawmill Ponds (6.2 acres)
- b. During the project identification phase, GRTE shall re-evaluate the initial surveys completed to ensure adequacy for continued use during the implementation of the additional scopes of work.
- c. GRTE shall consult with SHPO, tribes, and other consulting parties on the need and selection of an archeological and/or tribal monitor.
- d. GRTE shall develop interpretive elements in collaboration with tribes for appropriate locations in the corridor.

V. PHASED EVALUATION

Development of Design Documents - The development of construction documents and specifications for various components of the undertaking will be informed by the results of the Phased Identification efforts in Section IV. For each contracted stage of the undertaking, the Park Section 106 Coordinator shall ensure that the SHPO and other consulting parties receive plans and specifications for each design phase:

- a. Construction Documents - 30% or Higher, if available
 - i. This information is provided for scoping purposes only.
 - ii. The SHPO and other consulting parties will have 30 calendar days upon receipt to review and provide comment.
 - iii. GRTE may offer an invitation to host a consulting party meeting to discuss proposed undertaking.
- b. Construction Documents - 60% or Higher - GRTE will recommend a finding of effect at 60% or higher completion.
 - i. Only a recommended finding of *No Historic Properties Affected* [36 CFR 800.4(d)(1)] or *No Adverse Effect* [36 CFR 800.5(b)] is allowed.
 - ii. If the recommended finding of effect is *Adverse Effect* [36 CFR 800.5(d)(2)], and the SHPO concurs, then follow Stipulation VI.
 - iii. The SHPO and other consulting parties will have 30 calendar days upon receipt for review and comment.
 - iv. Consultation with SHPO or other consulting parties will occur if an adverse effect is determined.
 - v. If disagreement regarding an effect determination cannot be resolved by GRTE and another consulting party, including SHPO, then dispute resolution found in Stipulation XI will be followed.
- c. Construction Documents - 90% Complete
 - i. This information will include any concurred upon aspects of changes to the scope of work presented in Stipulation V.b.
 - ii. GRTE shall submit to the SHPO and other consulting parties 90% complete drawings to conclude consultation.
- d. Construction Documents - Final 100%
 - i. GRTE shall submit to the SHPO and other consulting parties the final drawings for their files, if requested.

- e. In cases of when an accelerated project schedule is needed, GRTE shall request by email an expediated (5-7 business day) request with review details and requested review date to the SHPO and other consulting parties.

VI. RESOLUTION OF ADVERSE EFFECT FROM PHASED EVALUATION

- a. If the Park Section 106 Coordinator, in consultation with the CRM Team, determines an undertaking may result in a finding of *Adverse Effect*, the Park Section 106 Coordinator shall:
 - i. If possible, re-scope the undertaking to avoid the *Adverse Effect*.
 - ii. If the *Adverse Effect* is avoided, follow process in Stipulation V.
- b. If the *Adverse Effect* cannot be avoided, GRTE shall continue consultation with the SHPO and other consulting parties to develop and evaluate alternatives or modifications to the undertaking that would minimize and/or mitigate the *Adverse Effect*.
 - i. Park Section 106 Coordinator will provide all needed information and supporting documentation to the SHPO, tribes, and other consulting parties in support of the finding of *Adverse Effect* and shall include a minimization and mitigation proposal for the purposes of resolving that *Adverse Effect*.
 - ii. The SHPO and other consulting parties will have 30 calendar days upon receipt to review and comment and will develop mitigation plans to address adverse effects to historic properties that outline said mitigations. GRTE will consult with tribes to approve mitigation plans for sites with adverse effects on any sites with tribal significance.
- c. The resolution of *Adverse Effects* will then be documented in a Letter of Concurrence, including all correspondence/consultation, to be signed by the signatories of this Agreement and included in Attachment B.
- d. If disagreement on the resolution of *Adverse Effect* among GRTE, SHPO, tribes, and any other consulting parties cannot be resolved in a timely manner as determined by GRTE, then follow dispute resolution found in Stipulation XI.

VII. RESOLUTION OF ADVERSE EFFECT TO MOOSE-WILSON ROAD CULTURAL LANDSCAPE (48TE1205)

- a. HISTORIC AMERICAN LANDSCAPES SURVEY (HALS)
 - i. Initiation and Scope
 - 1. Within 60 calendar days of when project funding is secured, GRTE shall initiate Historic American Landscapes Survey (HALS) documentation of Moose-Wilson Road Cultural Landscape (48TE1205), The documentation shall include:
 - 2. Historic context narrative
 - 3. Large-format photography
 - 4. Measured or interpretive drawing sheet set
 - 5. Graphic site plan or schematic layout showing the road's relationship to the historic landscape.
 - ii. Standards and Coordination
 - 1. All documentation efforts shall conform to the "Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation" and the NPS HALS guidelines (including history, drawing, and photography guidance)
 - 2. GRTE will coordinate with the Intermountain Region Heritage Documentation Programs office to ensure compliance with technical format and content requirements
 - iii. Review and Submission
 - 1. Upon completion, the documentation shall be reviewed by GRTE and, within 30 calendar days, submitted to:
 - a. Intermountain Region Heritage Documentation Programs

- office
 - b. Historic American Landscapes Survey collection at the Library of Congress, Prints & Photographs Division
 - iv. Deliverables
 - 1. GRTE shall ensure delivery of:
 - a. One digital archival set for the Library of Congress
 - b. One digital archival set for NPS
 - c. One copy for the SHPO
 - d. One copy retained in the project records
 - v. Qualified Personnel
 - 1. All documentation shall be carried out by professionals who meet the Secretary of the Interior's Professional Qualifications Standards for landscape documentation

VIII. DURATION

- a. This Agreement will expire if its terms are not carried out within seven (7) years from the date of execution.
- b. No later than three (3) months prior to the expiration of this Agreement, any Signatory, or Consulting Tribe may request that the Signatories convene a meeting to discuss extending the duration of the Agreement. Upon receiving such a request, the Signatories agree to participate in consultation in good faith to determine whether an extension is warranted and, if so, to develop the necessary amendment.
- c. Within 30 calendar days of receiving a written request for an extension of the agreement, the Signatories shall schedule a meeting—virtual or in-person—to review the status of implementation, identify any needed modifications, and discuss the proposed extension period.
- d. If the Signatories and Consulting Tribes agree to extend the duration, the extension shall be executed through a formal amendment in accordance with the procedures outlined in Stipulation XII of this Agreement. The amended Agreement shall become effective on the date of the last signature unless otherwise specified.

IX. POST-REVIEW DISCOVERIES

- a. If previously unidentified or unanticipated effects to historic properties are discovered during the undertaking, that do not involve human remains, GRTE shall immediately halt all activity within a one hundred (100) foot radius of the discovery. Construction will cease at the site of discovery until GRTE has fulfilled the requirements of 36 CFR 800.13, including consultation with ACHP, SHPO, Affiliated and Associated Tribes.
- b. If human remains or other cultural material that may fall under the provisions of NAGPRA are present, the Superintendent will comply with NAGPRA. The Superintendent will ensure that any human remains are left in situ, are not exposed, and remain protected while compliance with NAGPRA, ARPA, or other applicable federal, state, and/or local laws and procedures is undertaken. Consulting Tribes will be notified if human remains are encountered.

X. REPORTING

- a. By March 15, GRTE will provide the SHPO and other consulting parties with a letter report (Annual Report) to review the implementation of this Agreement. The Annual Report will include an update on project schedule, status, and any ongoing historic properties monitoring or mitigation activities, discovery situations, proposed future actions, or outstanding tasks to be completed under this Agreement. SHPO and other consulting parties will have 30 calendar days to review the Annual Report and provide comments to GRTE who will then consult the comments to develop the agenda for an annual meeting, if needed.

XI. DISPUTE RESOLUTION

- a. Should any Signatory to this Agreement, or Consulting Party provide notice to GRTE of its objection to an action under this Agreement, or implementation of the measures

stipulated in this Agreement, within 30 calendar days of becoming aware of an action, GRTE shall consult with the Signatories to this Agreement to resolve the objection, unless otherwise specified in this document. If GRTE determines that the objection cannot be resolved, GRTE shall forward all documentation relevant to the dispute to the ACHP. The objecting party must provide reasons for, and a justification of, its objection at the time it initially submits its objection to GRTE. Within 30 calendar days after receipt of all pertinent documentation, the ACHP shall either:

- i. Provide GRTE with recommendations, which GRTE shall take into account in reaching a final decision regarding the dispute; or
 - ii. Notify GRTE that it will comment within an additional 30 calendar days, in accordance with 36 CFR 800.7(c)(4). Any ACHP comment provided in response to such a request will be taken into account, and responded to, GRTE in accordance with 36 CFR 800. 7(c)(4) with reference to the subject of the dispute.
- b. Any recommendation or comment provided by the ACHP will be understood to pertain only to the subject of the dispute. GRTE's responsibility to carry out all actions under GRTE that are not the subject of the dispute will remain unchanged.

XII. AMENDMENTS

- a. Any Signatory to this agreement may request that the other Signatories consider amending if circumstances change over time and warrant revision of the stipulations. Except in the case of amendments addressing resolution of disputes pursuant to Section XI of this Agreement, amendments shall be executed in writing and shall be signed by all Signatories in the same manner as the original Agreement.

XIII. TERMINATION

- a. Any Signatory to this Agreement may initiate termination by providing written notice to the other Signatories of their intent. After notification by the initiating Signatory, the remaining Signatories shall have 90 working days to consult to seek agreement on amendments or any other actions that would address the issues and avoid termination. In the event of termination, GRTE shall follow to 36 CFR Part 800.

XIV. ANTI-DEFICIENCY ACT

- a. GRTE's obligations under this Agreement are subject to the availability of funds and the stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act (31 USC 1341). GRTE will make reasonable and good faith efforts to secure the necessary funds to implement this agreement in its entirety. If compliance with the Anti-Deficiency Act alters or impairs GRTE's ability to implement the stipulations of this agreement. GRTE will consult with the SHPO and ACHP in accordance with the Amendment or Termination procedures in Stipulations XII and XIII.

General Provisions

A. Entirety of Agreement. This PA/MOA, consisting of number (8) pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral, regarding compliance with Section 106 of the National Historic Preservation Act.

B. Prior Approval. This PA/MOA shall not be binding upon any party unless this PA/MOA has been reduced to writing before performance begins as described under the terms of this PA/MOA, and unless the PA/MOA is approved as to form by the Attorney General or his representative.

C. Severability. Should any portion of this PA/MOA be judicially determined to be illegal or unenforceable, the remainder of the PA/MOA shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.

D. Sovereign Immunity. The State of Wyoming, the WYSHPO and the Tribes expressly reserve their sovereign or governmental immunity by entering into this PA/MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of the PA/MOA.

E. Liability. Each signatory to this MOA shall assume the risk of any liability arising from its own conduct. Each Signatory agrees they are not obligated to insure, defend, or indemnify the other Signatories to this MOA.

Execution of this Agreement by GRTE and SHPO and implementation of its terms evidence that GRTE has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

Signatures. In witness whereof, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the last Signatory signature affixed to these pages.

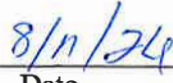
SIGNATORIES:

Wyoming State Historic Preservation Office



Sara Sheen

Wyoming State Historic Preservation Officer



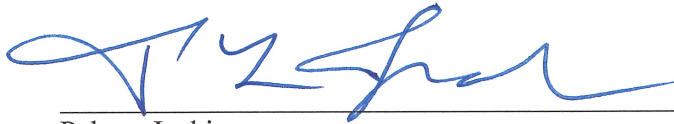
Date

Approval as to Form:
Wyoming Attorney General's Office

<u>mp # 258198</u>	<u>8/11/26</u>
Megan Pope	Date
Assistant Attorney General	

SIGNATORIES:

National Park Service

 August 12, 2026

Palmer Jenkins

Date

Superintendent, Grand Teton National Park