



**US Army Corps  
of Engineers®**

Walla Walla District

## **LITTLE WOOD RIVER, GOODING, IDAHO**

### **DRAFT INTEGRATED LETTER REPORT AND ENVIRONMENTAL ASSESSMENT**

#### **APPENDIX L, NATIONAL HISTORIC PRESERVATION ACT MEMORANDUM OF AGREEMENT BETWEEN U.S. ARMY CORPS OF ENGINEERS AND IDAHO STATE HISTORIC PRESERVATION OFFICE**

**MEMORANDUM OF AGREEMENT BETWEEN THE  
U.S. ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRICT, AND THE IDAHO  
STATE HISTORIC PRESERVATION OFFICER REGARDING THE REPLACEMENT OF  
THE GOODING CANAL, GOODING, IDAHO**

**WHEREAS**, the U.S. Army Corps of Engineers, Walla Walla District (Corps) conducted a feasibility study for the Gooding Flood Control Project (GFCP) under Section 3057 of the Water Resources Development Act (WRDA) of 2007; and

**WHEREAS**, the Corps had proposed to fund the replacement of the entire 0.89-mile long, Works Progress Administration (WPA) constructed, lava-rock lined channel (47-17587) that parallels Locke and 9th Avenues between Nevada and just east of Illinois Streets (Undertaking) with prefabricated concrete panels; and

**WHEREAS**, The Corps and the Idaho State Historic Preservation Officer (SHPO) did sign a previous memorandum of agreement (MOA), finalized in December of 2021 (Attachment 1), providing for stipulations designed to mitigate for the adverse effect created by the project authorized under Section 3057 of the WRDA of 2007; and

**WHEREAS**, The Corps has received additional authority in accordance with Sec. 8335 of the WRDA of 2022, which provides for additional federal funding and directed that the previously authorized project include the removal of the five vehicle bridges, and

**WHEREAS**, the Corps, in consultation with the Idaho State Historic Preservation Office, has determined that the lava-rock lined canal and its five vehicle bridges constitute historic properties as defined in 36 Code of Federal Regulations (CFR) Part 800, and that removal of the canal and bridges will result in an adverse effect, and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1) the Corps has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination and the need to update the MOA due to project changes, with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

**WHEREAS**, the Corps had invited the participation of the Shoshone-Bannock Tribes of the Fort Hall Reservation in the development of the original MOA, and to sign the agreement as invited signatories, and the Shoshone-Bannock Tribes of the Fort Hall Reservation did not respond to this request; and,

**WHEREAS**, the Corps did request to amend the 2021 MOA in accordance with Stipulation V.1; and,

**NOW, THEREFORE**, the Corps and the Idaho SHPO agree that the amended Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties, and further agree that these stipulations shall govern the undertaking and all of its parts until this MOA expires or is terminated.

## STIPULATIONS

### I. QUALIFICATIONS

All individuals participating in the development of this agreement and overseeing its execution shall be Preservation Professionals meeting one or more of the Professional Qualification Standards as set forth in the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716) and where appropriate the Corps shall enlist the assistance of contractors meeting the Professional Qualification Standards for Architecture.

### II. STIPULATIONS

The Corps shall ensure that the following measures are carried out:

1. The Corps shall develop an interpretive panel and kiosk as part of the design phase of the larger project. The kiosk must incorporate one of the WPA plaques, found on the vehicular bridges, into its content. The content of the panel may also include one or all of the following: information about the channel itself, the Works Progress Administration program that led to construction of the canal and bridges, or regional architecture using local available lava stone. The Corps will provide the Idaho SHPO a period of at least 30 days to review any draft final content proposed under this stipulation. The content for the interpretive panel and kiosk will be completed by a person or firm who meets Secretary of the Interior's Professional Qualifications for history. All additional WPA panels still *in situ* on the bridges at the time of demolition shall be removed, and turned over to the Idaho State Historical Society, to be retained at the expense of the state.

2. The Corps will oversee a historic property survey that will document no less than 50 historic-age properties (buildings, bridges, canals, etc.) that were constructed using the locally available "lava rock." The reconnaissance survey will begin in the city of Gooding and continue into Gooding County with the goal of identifying at least 50 historic properties that have not been previously recorded. The following tasks will be completed:

- 1) An Idaho Historic Sites Inventory (IHSI) form will be prepared to document each surveyed property (1 hard copy and 1 digital PDF).
- 2) A NRHP significance evaluation will be provided in the "comments section" of each IHSI form. The consultant will evaluate the integrity of any property determined to be NRHP-eligible.
- 3) Each IHSI Form will adhere to requirements defined in the *Consulting with the Idaho State Historic Preservation Office* guidance document (Appendix B) and will include:
  - a) At least two photographs;
  - b) Required maps;
  - c) Precise location of each historic property surveyed; and
  - d) IHSI database entry for all required fields in the IHSI database.
- 4) Required GIS data for the survey and each property recorded.

All work under Stipulation 2 will be completed by a person or firm who meets Secretary of the Interior's Professional Qualifications for architectural history. If the Corps, or its representative, cannot locate 50 lava rock structures within the County, the Corps and SHPO shall have a meeting to identify nearby sites that may be appropriate. The SHPO will have 60 days to review the survey data and ask for revisions, if necessary.

### **III. DURATION**

This agreement will be in effect for a period of five years from the date of signature by all signatory parties. Stipulations will be met no later than five years after signatures are obtained. However, the project may be subject to approvals that may be delayed for a number of reasons. If the project is not approved for construction, and the stipulations in this agreement cannot be met, in the next five years, then Corps will seek a renewal and confirmation of the terms of this agreement.

### **IV. DISPUTE RESOLUTION**

Should any signatory party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Corps shall consult with the objecting party(ies) to resolve the objection. If it is determined within thirty days that such objection(s) cannot be resolved, the Corps will;

1. Forward all documentation relevant to the dispute to the Advisory Council for Historic Preservation in accordance with 36 CFR Section 800.2(b)(2) and 33 CFR 325, Appendix C, Section 10. Upon receipt of adequate documentation, the Council shall review and advise the Corps on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the signatory parties to the MOA, will be taken into account by the Corps in reaching a final decision regarding the dispute.

2. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, the Corps may render a decision regarding the dispute. In reaching its decision, the Corps will take into account all comments regarding the dispute from the signatory parties to the MOA.

3. The Corps' responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute will remain unchanged. The Corps will notify all signatory parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. The Corps' decision will be final.

### **V. AMENDMENT AND TERMINATION**

1. If a change occurs in the Undertaking that creates new circumstances that the Corps must address, or, if the Corps determines that it cannot carry out the terms of this MOA, any signatory party to this MOA may request an amendment. However, only the signatories may amend the MOA in accordance with 36 CFR 800.6(c) (7).

2. If any signatory party determines that the terms of this MOA cannot be or are not being carried out, the parties shall consult to seek amendment of the MOA. If the MOA is not amended, any signatory may terminate it per 36 CFR 800.6(c) (8).

**SIGNATORIES:**

**U.S. Army Corps of Engineers, Walla Walla District**

\_\_\_\_\_  
SHAILIN KINGSLACK  
Lieutenant Colonel, EN, Commander

Date \_\_\_\_\_

**Idaho State Historic Preservation Office**

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Tricia Canaday, Idaho Deputy State Historic Preservation Officer

Date \_\_\_\_\_

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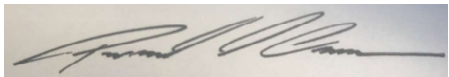
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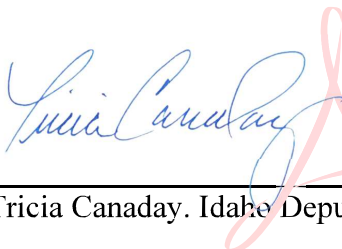
**U.S. Army Corps of Engineers, Walla Walla District**



Date 15 JUN 2021

Richard T. Childers, P.E., PMP  
Lieutenant Colonel, Corps of Engineers  
District Commander

**Idaho State Historic Preservation Office**



Digitally signed  
by Tricia Canaday  
Date: 2021.12.10

Date \_\_\_\_\_

Tricia Canaday, Idaho Deputy State Historic Preservation Officer

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