

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF ADA
AND THE
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE
REGARDING SIDEWALK IMPROVEMENTS IN WINTERSMITH PARK**

WHEREAS, the CITY OF ADA (CITY) plans to use City Development Block Grant (CDBG) Program funds to replace approximately 2,200 linear feet of concrete sidewalk in Wintersmith Park; and

WHEREAS, the CITY has defined the undertaking's area of potential effects (APE) as the boundaries of the park; and the

WHEREAS, the CITY has determined that the undertaking will have an adverse effect on Wintersmith Park, which is listed in the National Register of Historic Places, and has consulted with the Oklahoma State Historic Preservation Office (SHPO) pursuant to 36CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54U.S.C. §306108); and

WHEREAS, the CITY has consulted with the Chickasaw Nation, the Wichita and Affiliated Tribes, the Muscogee Nation, Quapaw, the Apache Tribe, the Cheyenne and Arapaho Tribes, and the Osage Nation, for which Wintersmith Park has religious and cultural significance; and **WHEREAS, the Quapaw Nation is the only respondent and issues a letter of no adverse effect regarding the project;**

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the CITY has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen *not to* participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and a copy of that letter has been sent to SHPO.

NOW, THEREFORE, the CITY and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

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

I. The CITY will ensure the new 8 foot sidewalk will be tapered down to transition to the 4 feet wide existing bridges per the drawings provided to the SHPO on May 12, 2021.

A. Photographs of completed work will be supplied to the SHPO to update the NRHP documentation on file within 60 days of completed work.

II. The CITY will not be constructing railings as a result of the tapered portion to the walking bridges. If the need arose to make changes and add bridges the City would provide product information sheets, and paint samples.

A. Product cut sheets, example photographs, and paint samples of the proposed new railings shall be submitted to the Oklahoma State Historic Preservation Office for review and comment prior to the solicitation of bids, expenditure of funds and/or commence

III. DURATION

This MOA will expire if its terms are not carried out within deadline of September 24, 2022 from the date of its execution. Prior to such time, The City of Ada may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with IV below.

III. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, City of Ada shall consult with such party to resolve the objection. If City of Ada determines that such objection cannot be resolved, City of Ada will:

A. Forward all documentation relevant to the dispute, including the City of Ada's proposed resolution, to the ACHP. The ACHP shall provide City of Ada 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, City of Ada shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. City of Ada 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, City of Ada may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, City of Ada shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. It is the CITY's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

IV. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

V. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party

shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, City of Ada must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. City of Ada shall notify the signatories as to the course of action it will pursue.

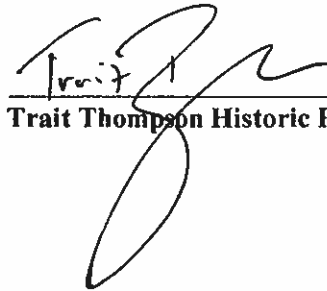
Execution of this MOA by the City of Ada and "SHPO" and implementation of its terms evidence that City of Ada has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

City of Ada


Date 8-27-21
City of Ada Parks/ Facilities Tommy Eaton

Oklahoma State Historic Preservation Office


Date August 31, 2021
Trait Thompson Historic Preservation Officer