

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BUREAU OF INDIAN AFFAIRS
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE
AND
LINCOLN COUNTY COMMISSIONERS
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO CFR 800.6(A)**

WHEREAS, the Bureau of Indian Affairs, Southern Plains Regional Office (BIA) acting as the lead Federal Agency, has determined that Federal-Aid Project B0807222, Structure Number 41E0880N329009, National Bridge Number 00027, will have an adverse impact to the existing Pratt Through Truss crossing Bear Creek located in the Southeast ¼ of Section 30, Township 15 North, Range 2 East, I.M. Lincoln County, Oklahoma. The property is owned by Lincoln County (County) and has been determined eligible for inclusion in the National Register of Historic Places, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f);

WHEREAS, in accordance with 36 CFR Part 800.6(a)(1), the BIA 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 Part 800.6(a)(1)(iii);

NOW, THEREFORE, BIA, County and the Oklahoma 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
BEAR CREEK PRATT THROUGH TRUSS
NATIONAL BRIDGE NUMBER 00027
STRUCTURE NUMBER 41E0880N329009**

I. The BIA shall be the acting lead Federal Agency for the project and will ensure that the following measures are carried out:

1. Prior to the construction of the new bridge, the existing bridge will be recorded at the equivalent of level II documentation as specified by the Historic American Engineering Record (HAER) and incorporated into the 1993 *Oklahoma Historic Bridge Project Preservation and Management Plan*, as approved by the Oklahoma SHPO. This will include the following:
 - A. High quality 35 mm or large format, black and white prints of the bridge, a minimum of 4" by 6" and no larger than 8" by 10," documenting the bridge's present appearance and major structural or decorative details, together, with all negatives. The photographs shall be clearly labeled with the following information:

- a. Name of property;
- b. Location (County, City, State, and Street address);
- c. Name of photographer;
- d. Date of photograph;
- e. Location of photographic negative;
- f. Indication of direction camera is pointing;
- g. Number of photograph in series.

Photographs are to be submitted and approved by SHPO as meeting the conditions outlined above before any work takes place that will affect the property.

- B. Photographic reproduction of selected original construction plans and historic photographs, if they exist.
- C. Preparation of a brief written technical description of the bridge and historical summary.

All documentation will be edited, catalogued and packaged in a manner acceptable to the Oklahoma SHPO. The Oklahoma SHPO will be the repository for the documentation.

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

- A. Forward all documentation relevant to the dispute, including BIA's proposed resolution, to the ACHP. The ACHP shall provide BIA 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, BIA 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. BIA 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, BIA shall make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, BIA 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. BIA'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.

III. This MOA may be amended when such 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.

1. The first step in the process of... (text is mirrored and difficult to read)

2. The second step is... (text is mirrored and difficult to read)

3. The third step is... (text is mirrored and difficult to read)

4. The fourth step is... (text is mirrored and difficult to read)

5. The fifth step is... (text is mirrored and difficult to read)

6. The sixth step is... (text is mirrored and difficult to read)

7. The seventh step is... (text is mirrored and difficult to read)

8. The eighth step is... (text is mirrored and difficult to read)

9. The ninth step is... (text is mirrored and difficult to read)

10. The tenth step is... (text is mirrored and difficult to read)

IV. If any signatory to this MOA determines that its terms will or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per stipulation III, above. If within thirty (30) days 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, BIA must either (a) execute an MOA pursuant to 36 CFR 800.7, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. The BIA shall notify the signatories as to the course of action it will pursue.

Execution of his Memorandum of Agreement and implementation of its terms evidence that BIA has afforded the Council an opportunity to comment on the replacement of the Pratt Through Truss crossing Bear Creek located in Lincoln County, Oklahoma and its effects on historic properties, and that the BIA has taken into account the effects of the undertaking on historic properties.

Bureau of Indian Affairs, Southern Plains Regional Office

Don Deere
Regional Director

8/25/08
Date

Oklahoma Historical Society

Bob Blackburn
Oklahoma State Historic Preservation Officer

9-22-08
Date

Lincoln County Commissioners

Ricky Taylor
Chairman

9-2-08
Date

Pat McManis
Member

9-2-08
Date

Bill [unclear]
Member

9-2-08
Date

Attest *Debbie Greenfield*
County Clerk

9-2-08
Date