

**MEMORANDUM OF AGREEMENT  
AMONG THE BUREAU OF INDIAN AFFAIRS, SOUTHERN PLAINS REGION,  
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICER, THE  
COMANCHE NATION, THE CADDO NATION  
AND THE BUREAU OF INDIAN EDUCATION RIVERSIDE INDIAN SCHOOL  
REGARDING THE DEMOLITION OF BUILDING #233, OLD GYMNASIUM AT THE  
RIVERSIDE INDIAN SCHOOL, ANADARKO, CADDO COUNTY, OKLAHOMA**

WHEREAS the Bureau of Indian Affairs (BIA) in coordination with the Bureau of Indian Education (BIE) Riverside Indian School (campus) plans to approve and permit the Demolition of Building #233, the old gymnasium, pursuant to the National Historic Preservation Act, 54 U.S.C. §§ 300101-307108; and

WHEREAS the undertaking consists of the systematic demolition and removal of the building #233 from the campus as it is no longer within safety standards due to severe deterioration and is a danger to students and staff. The deterioration includes cracks in the brick veneer on the south, east and north sides, foundation settling and cracking, hardwood floors that have swollen and buckled, several roof joists are broken in the attic space between the ceiling and upper roof and at least two wooden roof trusses have noticeable deflection due to construction techniques used; and

WHEREAS, the BIA has defined the undertaking's area of potential effect (APE) as Building #233 of the Riverside Indian School, 101 Riverside Drive located immediately west of US Highway 281 in Section 9, Township 7 North, Range 10 West, in Anadarko, Caddo County, Oklahoma. A map can be seen in Attachment A; and

WHEREAS, the BIA has determined that the undertaking will have an adverse effect on Building #233 of the campus, which is eligible for listing in the National Register of Historic Places under Criteria A and C for its association with the Riverside Indian School and as an example of a brick, Late 19<sup>th</sup> and Early 20<sup>th</sup> Century Revival style gymnasium on 10 October 1996, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO), pursuant to 36 C.F.R. § 800, of the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) (Attachment B); and

WHEREAS, the BIA in consultation with the Comanche Nation Tribal Historic Preservation Officer and the Caddo Nation Tribal Historic Preservation Officer will be instrumental in developing and implementing the stipulations listed below including the informational display as part of the resolution of adverse effects and therefore the tribes have been invited to be signatories to the agreement; and

WHEREAS, the BIA conducts the National Environmental Policy Act (NEPA) process for the Bureau of Indian Education Riverside Indian School, the BIE will be responsible for the implementation of all stipulations listed below; and

WHEREAS, the BIA has consulted with the Comanche Nation, Caddo Nation, Wichita and Affiliated Tribes, Apache Tribe of Oklahoma, Fort Sill Apache Tribe of Oklahoma, Delaware Nation, and the Kiowa Tribe of Oklahoma for which the campus Building #233 has historic significance, and has invited the Tribe[s] to sign this Memorandum of Agreement (MOA) as a an invited signatory per resolution of adverse effects; and

WHEREAS, the BIA has consulted with Riverside Indian School Alumni Association regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a concurring party (Attachment C); and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), 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 § 800.6(a)(1)(iii); (Attachment D) and

NOW, THEREFORE, the BIA and the Oklahoma SHPO, The Comanche Nation THPO and the Caddo Nation THPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of this action on historic properties.

#### STIPULATIONS

BIA shall ensure that the following measures are carried out:

I. The BIE campus in consultation with the Alumni Association, Tribal Historic Preservation Officers and State Historic Preservation Office will develop an informational display located within the limits of the school grounds, preferably close to the actual site of Building #233. The informational display will depict the campus Building #233 in the historical and cultural contexts.

II. The BIE campus will have readily available the Historic American Buildings Survey (HABS) documentation (Attachment E) within the school library for future research and study.

#### IV. DURATION

This MOA will expire if its terms are not carried out within two (2) years from the date of its execution. Prior to such time, BIA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

#### V. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the BIA shall implement the discovery plan included as Attachment F of this MOA.

#### VI. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, BIA shall provide all parties to this MOA and the ACHP a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in BIA's efforts to carry out the terms of this MOA.

## VII. DISPUTE RESOLUTION

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

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

## VIII. 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.

## IX. 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 parties 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, the BIA 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. The BIA shall notify the signatories as to the course of action it will pursue.

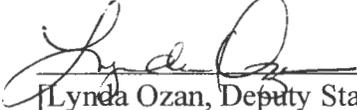
Execution of this MOA by the BIA, Oklahoma SHPO, Comanche Nation THPO, Caddo Nation THPO and Riverside Indian School, BIE and implementation of its terms evidence that BIA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.\*\*

SIGNATORIES: pages are separated for social distancing purposes. The BIA Regional Director, OK-SHPO, Comanche Nation Chairman, Caddo Nation Chairman and BIE- Riverside Indian School Principals are the signatories of the documentation.

[Bureau of Indian Affairs]

\_\_\_\_\_ Date  
[James Schock, Southern Plains Regional Director]

Oklahoma State Historic Preservation Officer

 Date *20 November 2020*  
[Lynda Ozan, Deputy State Historic Preservation Officer]

Comanche Nation Tribal Historic Preservation Officer

\_\_\_\_\_ Date  
[William Nelson Sr., Chairman]

Caddo Nation Tribal Historic Preservation Officer

\_\_\_\_\_ Date  
[Tamara M. Francis, Chairman]

Bureau of Indian Education Riverside Indian School Principal

\_\_\_\_\_ Date

[Amber Wilson, Riverside Indian School Principal]

CONCURRING PARTIES:

[Riverside Indian School Alumni Association]

\_\_\_\_\_ Date  
[insert name and title]

Notes:

*\* This document assumes that the term "signatory" has been defined in the agreement to include both signatories and invited signatories.*

*\*\* Remember that the agency must submit a copy of the executed MOA, along with the documentation specified in Sec. 800.11(f), to the ACHP prior to approving the undertaking in order to meet the requirements of section 106. 36 CFR § 800.6(b)(1)(iv).*