

**MEMORANDUM OF AGREEMENT
AMONG
FEDERAL HIGHWAY ADMINISTRATION,
OKLAHOMA DEPARTMENT OF TRANSPORTATION,
CHEROKEE NATION, AND
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE
REGARDING
ADVERSE EFFECT TO SEQUOYAH INDIAN WEAVERS
ASSOCIATION BUILDING, BRIGGS, OKLAHOMA**

WHEREAS, the Oklahoma Department of Transportation (ODOT) plans to improve a section of US-62 in Briggs, Cherokee County, Oklahoma, by improving the existing pavement surface and adding shoulders; and

WHEREAS, the Federal Highway Administration (FHWA) plans to fund Federal-Aid Project STP-211B(014)EC, State Job 27111(04), thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA, 54 U.S.C. § 300101 et seq), and its implementing regulations, 36 CFR part 800; and

WHEREAS, FHWA and ODOT have defined the undertaking's area of potential effect (APE) as proposed right-of-way indicated in the plans dated October 27, 2016; and

WHEREAS, FHWA and ODOT have determined that the undertaking will have an adverse effect on the Sequoyah Indian Weavers Association Building (historic property), which is eligible for listing in the National Register of Historic Places, and have consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 CFR part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (54 USC § 306108); and

WHEREAS, the FHWA has consulted with the Caddo Nation, Cherokee Nation, Osage Nation, United Keetoowah Band of Cherokee, and the Wichita and Affiliated Tribes in accordance with 36 CFR 800.2(c)(2); and

WHEREAS, the Cherokee Nation considers the Sequoyah Indian Weaver's Association Building as a place of cultural significance to the Cherokee people, and FHWA and ODOT have invited the tribe to sign this MOA as a signatory party; and

WHEREAS, in accordance with 36 CFR Part 800.6(a)(1), the FHWA 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) and

WHEREAS, in accordance with 36 CFR 800.6(b)(1)(iv), this Agreement will become final upon submitting a copy of the executed Agreement, along with the documentation

specified in 36 CFR 800.11(f), to the ACHP prior to approving any undertaking in order to meet the requirements of Section 106 and 36 CFR 800.6(b)(1);

NOW, THEREFORE, FHWA, ODOT, 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

FHWA shall ensure that the following measures are carried out:

I. Mitigation.

The Sequoyah Indian Weaver's Association building is eligible for inclusion in the National Register of Historic Places under Criterion A for its association with the heritage of the Cherokee Nation in Oklahoma. The boundary of the historic property is defined footprint of the building owned by the Sequoyah Indian Weaver's Association). FHWA, ODOT, and the SHPO determined that the undertaking will have an adverse effect on the historic property's setting. To minimize the adverse effect to the historic property, ODOT revised the construction plans on October 27, 2016, to reduce the amount of new right-of-way that will be taken along the front of the parcel containing the historic property. The original plans called for acquisition of 38 feet of additional right-of-way, and the revised plans specify that between 12 and 16 feet of additional right-of-way will be acquired. To mitigate the adverse effects, ODOT shall complete a documentation project to include an updated Historic Preservation Resource Identification Form and photographs and an oral history project.

A. Historic Preservation Resource Identification Form and Photographs. Before any construction related to the undertaking begins, ODOT-will document the Sequoyah Indian Weavers Association Building as outlined below. ODOT shall submit the documentation to the SHPO for review, and the SHPO shall provide its comments within thirty (30) days of receipt. ODOT shall make any necessary revisions and submit the final documentation package to the SHPO.

1. ODOT shall produce an updated Historic Preservation Resource Identification (HPRI) form and photographs of the historic property in accordance with guidance from the SHPO. Photographic documentation will include streetscape photos. The photographic prints will be a minimum 4" x 6" in size and no larger than 8" x 10" in size, and will 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.

2. All documentation will be edited, catalogued and packaged in a manner acceptable to the SHPO which shall be the repository of the material. ODOT shall provide a duplicate set of the documentation to the Cherokee Nation and the Sequoyah Indian Weavers Association (SIWA).

B. Sequoyah Indian Weavers Association Oral History Project. ODOT shall consult with the Cherokee Nation and the SIWA to develop and carry out an oral history project. If the Cherokee Nation and SIWA are interested in working with ODOT on the project and/or if individual weavers may be willing to participate in the project, ODOT shall develop a calendar for completion of the interview process, transcription of the recorded interviews, production of the video, and packaging and submission of the final products to the SHPO, the Cherokee Nation, and the SIWA. All work on the oral history project shall be completed and submitted to the SHPO, the Cherokee Nation, and the SIWA within three (3) years of the execution of this MOA. The final products shall include:

- 1. A professional-quality video documenting the history of the SIWA. The documentary shall incorporate, to the maximum extent feasible, interviews with individual members of the SIWA and others who have knowledge of its creation and activities. The video will be produced in digital format and stored on archival gold DVDs.
- 2. ODOT will produce a written transcription of the oral history interviews and organize the material collected for the video and the transcriptions into a summary report. The report shall be produced in hard copy and in portable document format (PDF).
- 3. ODOT shall provide one set of the products produced for the Sequoyah Indian Weavers Association Oral History Project to the SHPO, the Cherokee Nation, and the SIWA.

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, FHWA shall consult with such party to resolve the objection. If FHWA determines that such objection cannot be resolved, FHWA will:

- A. Forward all documentation relevant to the dispute, including FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA 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, FHWA

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. FHWA 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, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FHWA 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. FHWA'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. Amendment.

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 the signatories is filed with the ACHP.

IV. Termination.

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, FHWA 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. FHWA shall notify the signatories as to the course of action it will pursue.

V. Duration.

This MOA shall be in effect for ten (10) years from the date of its execution. Within six (6) months of the expiration date, any signatory party may consult with other signatories to consider renewal of the MOA, or reconsider the terms of the MOA and amend it in accordance with Stipulation III above. No extension or amendments shall be effective unless all signatory parties to the MOA have agreed in writing.

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

Signatory

**MOA for STP-211B(014)EC, State Job 27111(04) US-62 Improvements through
Briggs, Oklahoma**

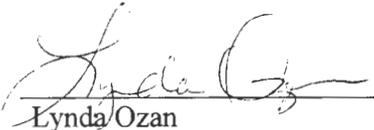
Federal Highway Administration

BY:  DATE: 12-6-17
Elizabeth Romero
Program Development Team Leader/Environmental Program Manager
Oklahoma Division

Signatory

**MOA for STP-211B(014)EC, State Job 27111(04) US-62 Improvements through
Briggs, Oklahoma**

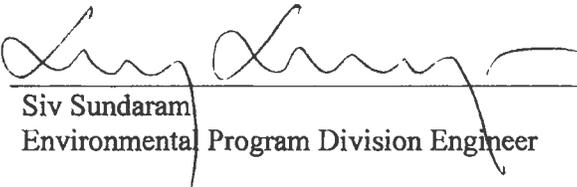
Oklahoma State Historic Preservation Officer

BY:  DATE: 6 Dec 17
Lynda Ozan
Deputy State Historic Preservation Officer

Signatory

**MOA for STP-211B(014)EC, State Job 27111(04) US-62 Improvements through
Briggs, Oklahoma**

Oklahoma Department of Transportation

BY:  DATE: 12/6/2017
Siv Sundaram
Environmental Program Division Engineer

Signatory

**MOA for STP-211B(014)EC, State Job 27111(04) US-62 Improvements through
Briggs, Oklahoma**

Cherokee Nation

BY: *Sara Hill* DATE: 4-3-18
Sara Hill
Secretary of Natural Resources