

**Memorandum of Agreement
Among
U.S. Army Garrison Fort Sill
and the
Oklahoma State Historic Preservation Officer
Regarding the Construction of a New Elementary School in the 5700 Area
Fort Sill, Oklahoma**

WHEREAS, the U.S. Army Garrison Fort Sill (Fort Sill) is permitting the Lawton Public Schools to construct a new elementary school in the 5700 area of Post (Project) and the Project will be funded through a combination of federal and local monies with the Department of Defense's Office of Economic Adjustment providing the federal funding for the project through their grant program for public schools on military installations which will be paid through provisions in Section 8109 of Public Law 112-10, thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. Part 800; and

WHEREAS, Fort Sill has defined the Area of Potential Effect (APE), including both direct and indirect effects, as the areas shown on the APE map in Appendix A of this document; and

WHEREAS, Fort Sill has determined that the undertaking will have an adverse effect on the Post Children's School, a property determined eligible for the National Register of Historic Places (NRHP) and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. Part 800; and

WHEREAS, Fort Sill invited the Comanche Nation, the Delaware Nation, the Fort Sill Apache Tribe of Oklahoma, the Apache Tribe of Oklahoma, the Kiowa Indian Tribe of Oklahoma, the Caddo Nation of Oklahoma, the Wichita and Affiliated Tribe, and the Cheyenne and Arapaho Tribes of Oklahoma, to participate in consultation and these parties did not identify any properties of religious or cultural significance within the project APE; and

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

WHEREAS, Fort Sill has informed the public of the Project and solicited public input through publication of a public notice in the *Lawton Constitution* on March 29, 2012 and availability of the Project documentation including the finding of adverse effect for a thirty day period at the Lawton Public Library, 110 SW 4th Street, Lawton, Oklahoma, and no comments were provided by members of the public;

NOW, THEREFORE, Fort Sill and the SHPO agree that the undertaking shall be implemented with the following stipulations and agreements in order to take into account the effects of the undertaking on historic properties and that these stipulations and agreements shall govern the undertaking and all of its parts.

STIPULATIONS

Fort Sill shall ensure that the following measures are carried out:

I. DOCUMENTATION OF THE POST CHILDREN'S SCHOOL

A. As a result of consultation with the SHPO, Fort Sill will provide the SHPO with Historic American Building Survey (HABS) Level II-equivalent Documentation pursuant to Section 110(b) of the NHPA. Construction activities shall not commence until the SHPO has reviewed and accepted the documentation photographs.

(1) The documentation shall consist of:

a. A set of the building plans or as-builts in Portable Document Format (PDF) and submitted on an archival gold DVD.

b. Digital photographs of the exterior and interior of the Post Children's School and exterior photographs of associated resources and the setting of the school. The photographs will meet the "Best" standard of the National Register of Historic Places Photo Policy. This includes taking the images as Tag Image File Format (TIFF) or RAW; provision of the digital images on an archival gold DVD; printing of the photographs to meet the National Register's archival standards; and, submission of a photo log and key map.

c. Written Data including a description of the school's historic significance, narrative description of the property and copies of supporting information as appropriate.

(2) A complete set of the documentation will be permanently retained in the Fort Sill Cultural Resources Office files.

II. ANTI-DEFICIENCY ACT

The stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs Fort Sill's ability to implement the stipulations of this agreement, Fort Sill will consult in accordance with the dispute resolution and amendment stipulations as specified in Stipulations III and IV below.

III. DISPUTE RESOLUTION

A. 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, Fort Sill shall consult with such party to resolve the objection. If Fort Sill determines that such objections cannot be resolved, Fort Sill will:

(1) Forward all documentation relevant to the dispute, including Fort Sill's proposed resolution to the ACHP. The ACHP shall provide Fort Sill with its advice on the resolution of the objection within 30 calendar days of reviewing adequate information. Prior to reaching the final decision on the dispute, Fort Sill 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. Fort Sill will then proceed according to its final decision.

(2) If the ACHP does not provide its advice regarding the dispute within the 30 calendar day time period, Fort Sill may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Fort Sill 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.

(3) Any recommendation or comment that the ACHP provides pertains only to the subject of the dispute. Fort Sill's responsibility to carry out all other actions subject to the terms of the MOA that are not subject of the dispute remain unchanged.

IV. AMENDMENT AND TERMINATION

A. 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.

B. 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 in accordance with Stipulation IV(A) above. If within 30 calendar days, an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

(1) Once the MOA is terminated, and prior to work continuing on the undertaking, Fort Sill must either execute a new MOA pursuant to 36 C.F.R. § 800.6(c) or request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7.

(2) Fort Sill shall notify the signatories as to the course of action it will pursue.

V. POST REVIEW DISCOVERY

A. If potential historic properties are discovered or unanticipated effects on historic properties found after the execution of this MOA, Fort Sill shall avoid, minimize, or mitigate adverse effects in accordance with 36 C.F.R. § 800.13(b).

VI. EFFECTIVE DATE, END DATE, APPLICABILITY


A. This Agreement is effective on the last date that all signatories sign. Fort Sill will comply with all terms and stipulations from that date forward.

B. This MOA will expire if its stipulations are not carried out within five years from the date of its execution. At such time, and prior to work continuing on the undertaking, Fort Sill shall either (a) execute a MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior to such time, Fort Sill may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IV(A) above. Fort Sill shall notify the signatories as to the course of action it will pursue.

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

SIGNATORIES:

FORT SILL, OKLAHOMA

By:  Date: 7 MAY 12
Paul S. Hossenlopp
Colonel, U.S. Army
Garrison Commander

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

By:  Date: May 9, 2012
Bob L. Blackburn
Oklahoma State Historic Preservation Officer

Appendix A:

APE Map

Consolidated Elementary School in the 5700 Area

Legend

-  Indirect APE
-  Direct APE

TEAM SILL
doing

DIRECTORATE OF PUBLIC WORKS (DPW)
ENVIRONMENTAL QUALITY DIVISION
CULTURAL RESOURCES
FORT SILL, OKLAHOMA
ARLAN KALINA
TUESDAY, NOVEMBER 08, 2011

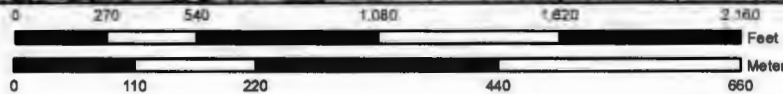
THE GEOSPATIAL DATA DEPICTED IN THIS MAP
COMPLIES WITH SDSFIE STANDARDS

Datum: World Geodetic Survey 1984
(WGS84)
Projection: Universal Transverse Mercator
(UTM Zone 14N)
Aerial: 1 meter, Ortho-Rectified, May 2010



ABSOLUTE SCALE
1:4,500
RELATIVE SCALE
(8.5" X 11" PAGE SIZE)
1 INCH = 542 FEET

Elevation Guide/Orientation



APE Map

APPENDIX A