

MEMORANDUM OF AGREEMENT

BETWEEN Jefferson County

AND THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

**REGARDING THE Elevator addition to the Jefferson County Courthouse, Waurika,
Oklahoma**

WHEREAS, Jefferson County has determined that the Elevator Addition (undertaking), funded from a Community Development Block Grant, may have an adverse effect on **The Jefferson County Courthouse**, which is listed 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. Section 470f); and

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), **Jefferson County** has notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination with specified documentation and the Council has chosen not to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii);

NOW, THEREFORE, **Jefferson 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

Jefferson County shall ensure that the following measures are carried out:

- I. The county shall produce photodocumentation of the existing conditions of the South Elevation of the historic building, and inside the building at each floor where spaces will be altered to accommodate the new construction. Documentation submitted by the County and received by the SHPO on 08-21-02 shall constitute compliance with this stipulation.
- II. The county shall produce construction drawings and specifications and submit them to the SHPO for review and acceptance. The construction documents shall reflect the SHPO recommendations to minimize the effect to the historic building. Documentation submitted by the County and received by the SHPO on 08-21-02 shall constitute compliance with this stipulation.
- III. **DURATION**. This agreement will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, **Jefferson County** may consult with the other signatory to reconsider the terms of the agreement and amend in accordance with Stipulation VII below.

IV. POST-REVIEW DISCOVERIES If potential historic properties are discovered or unanticipated effects on historic properties found, **Jefferson County** shall notify the SHPO and engage in consultation in accordance with Section 800.13(b) of the Council's Regulations.

V. MONITORING AND REPORTING Each year following the execution of this agreement until it expires or is terminated, **Jefferson County** shall provide to the SHPO 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 the **County's** efforts to carry out the terms of this agreement. Failure to provide such summary report may be considered noncompliance with the terms of this MOA pursuant to Stipulation VII, below.

VI. DISPUTE RESOLUTION Should either party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, shall consult with the objecting party to resolve the objection. If the **County** determines, within 30 days, that such objection(s) cannot be resolved, the **County** will:

A. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise the **County** on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the MOA, will be taken into account by the **County** in reaching a final decision regarding the dispute.

B. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, the **County** may render a decision regarding the dispute. In reaching its decision, the **County** will take into account all comments regarding the dispute from the SHPO.

C. The **County's** responsibilities to carry out all other actions subject to the terms of this MOA, that are not the subject of the dispute, remain unchanged. The **County** will notify the SHPO of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. The **County's** decision will be final.

VII. AMENDMENTS AND NONCOMPLIANCE If either signatory to this MOA, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other party to develop an amendment to this MOA pursuant to 36 CFR §§800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by both of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, either signatory may terminate the agreement in accordance with Stipulation VIII, below.

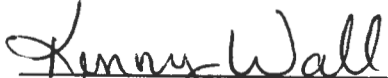
VIII. TERMINATION If an MOA is not amended following the consultation set out in Stipulation VII, it may be terminated by either signatory. Within 30 days following termination, the **County** shall notify the SHPO if it will initiate consultation to execute an MOA with the signatories under 36 CFR §800.6(c)(1) or request the comments of the Council under 36 CFR §800.7(a) and proceed accordingly.

MOA
Jefferson County Courthouse
Elevator addition
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Execution of this Memorandum of Agreement by Jefferson County and the Oklahoma SHPO, the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR Section 800.6(b)(1)(iv) prior to the County's approval of this undertaking, and implementation of its terms evidence that the County has taken into account the effects of this undertake on historic properties and afforded the Council an opportunity to comment.

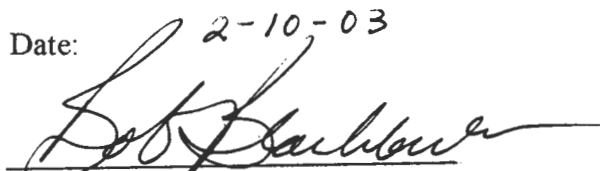
SIGNATORIES;

JEFFERSON COUNTY COMMISSIONERS


Kenny Wall, Chairman

Date: 1-31-2003

Oklahoma State Historic Preservation Officer

Date: 2-10-03

Dr. Bob Blackburn, State Historic Preservation Officer