

**MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. FISH & WILDLIFE SERVICE AND
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE**

Regarding: Resolution of Adverse Effects to the Treasure Lake Job Corps Historic District, Wichita Mountains Wildlife Refuge, Comanche County, Oklahoma

WHEREAS, The U.S. Fish and Wildlife Service (FWS), Wichita Mountains Wildlife Refuge is planning a project to restore the Treasure Lake Job Corps area by removing Job Corps related infrastructure in order to return the area to natural conditions while establishing a parking area, trailhead, vault toilet and interpretive kiosk adjacent to the current Job Corps footprint (this activity is referred to herein as the "Project"); and

WHEREAS, the US Job Corps Program (Department of Labor) operated the Treasure Lake Job Corps site between 1965 and 2014 and provided academic and job skills training to students while accomplishing valuable projects on public lands; and

WHEREAS, the Treasure Lake Job Corps Historic District is defined by Indianola Road to the South, the road to Post Oak Lake on the East, a facility fence on the West, and a topographically distinct rocky outcrop on the North and currently consists of 55 buildings constructed between 1965 and 2010 as well as associated infrastructure such as roads, fences, sewage facilities, and other infrastructure; and

WHEREAS, the Treasure Lake Job Corps Historic District has been determined to be eligible to the National Register of Historic Places at the local level of significance under Criterion A for its association with the USA Job Corps Program and Oklahoma SHPO concurred with this determination of eligibility on May 17, 2022 (File #1507-22); and

WHEREAS, this Project is subject to review as an undertaking under the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations (36 CFR Part 800); and

WHEREAS, the FWS has established the Project's Area of Potential Effects (APE) as defined at 36 CFR § 800.16(d), as the construction footprint of the new parking areas and associated facilities as well as the footprint of the Treasure Lake Job Corps site where infrastructure demolition and natural restoration will take place for a total of 45 acres as shown in Attachment 1 (attached hereto and incorporated by reference); and

WHEREAS, the FWS has identified and recorded cultural resources including contributing properties within the historic district and within the APE, pursuant to 36 CFR § 800.4, and those findings have been documented in the report titled "Wichita Mountains National Wildlife Refuge: Historic Building Survey: Documentation and Evaluation of Pre-1972 Facilities at the Wichita Mountains National Wildlife Refuge, Oklahoma" prepared by Pinyon Environmental, Inc and dated January 7, 2022; and

WHEREAS, the FWS has evaluated effects associated with the Project and following consultation with the Oklahoma State Historic Preservation Officer (SHPO) via teleconference on June 09, 2022 and through formal correspondence has determined that construction of the Project does constitute an adverse effect to the Treasure Lake Job Corps Historic District, and SHPO concurred with a formal determination of adverse effect on October 25, 2022 (File #0098-23) (Attachment 2); and

WHEREAS, the FWS has notified the Advisory Council on Historic Preservation (ACHP), electronically via the e106 system, in a letter dated November 28, 2022 inviting their participation in the mitigation of adverse effects (Attachment 3) and the ACHP did not respond, therefore indicating that they will not participate in this process; and

WHEREAS, the FWS has afforded potentially interested Tribes the opportunity to participate in this process pursuant to 36 CFR § 800.2 and 36 CFR §800.4, in a letter dated November 18, 2022 to the Apache Tribe of Oklahoma, Caddo Nation, Cheyenne and Arapaho Tribe, Comanche Nation, Delaware Nation, Fort Sill Apache Tribe, Kiowa Tribe, Osage Nation, and Wichita and Affiliated Tribes, and none of these tribes have indicated any tribal concerns related to the Project or asked to participate as a consulting party in the Project; and

WHEREAS, the FWS and the SHPO agree that this Memorandum of Agreement (Agreement) will be used to resolve adverse effects to the Treasure Lake Job Corps Historic District for the proposed undertakings; and

NOW, THEREFORE, the FWS and SHPO agree that upon the FWS decision to move forward with the Project, the FWS shall ensure that the following stipulations are implemented in order to mitigate the effects of the Project on historic properties, and that these stipulations shall govern the Project and all of its parts until this Agreement expires or is terminated.

Stipulations

The FWS shall ensure that the following stipulations are implemented to document the Treasure Lake Job Corps area:

1. Create and install an interpretive exhibit panel on the history of the Job Corps at Treasure Lake to be displayed at the Treasure Lake Trailhead to the Charon Gardens Wilderness Area that will display, at a minimum, a map of the original live-work area design, a background history on the Job Corps Program, and the specific history of the Treasure Lake Job Corps Program from archival records utilizing historic photographs and details from annual narrative reports from 1965 to present as part of the project. The draft interpretive panel will be completed within two years from the approval of this document. The draft interpretive panel will be provided for review by the OK SHPO within 30 days. FWS will edit and amend the interpretive panel based on SHPO's comments within 90 days and will provide a revised copy for SHPO's final approval prior to finalizing the interpretive panel.

2. Prepare an oral history report focused on the administrative history of the Treasure Lake Job Corps program and include interviews with at least 5 and no more than 20 Job Corps staff and participants (actual number of interviewees will be determined based upon availability and the research value of resulting interview material). Documentation collected during the interviews shall include, but not be limited to a general historical overview of the program, construction and other projects within WMWR conducted by the Job Corps participants, and participant impressions of the successes and challenges of the program both from an institutional and personal perspective.
3. Conduct a Job Corps reunion event in conjunction with the opening of the Treasure Lake Trailhead.
4. Remove the Job Corps bus shelter and statuary (currently located outside the masonry building) prior to demolition. Incorporate the Job Corps bus shelter into the proposed interpretive trail and preserve or maintain Job Corps statuary at an appropriate location as determined by the Refuge if possible.
5. Remaining work outlined above may be completed concurrently with construction work.

Reporting and Disbursement

- a. The results of documentation gathered as part of this Agreement for the current Project shall be compiled into a summary report (Report). The Report shall include all information gathered in accordance with Stipulation 2 above.
- b. A copy of a draft Report will be submitted to the SHPO for a 30-day review. The FWS will consider any comments provided by the SHPO and revise the Report as appropriate.
- c. Following the review of the draft Report, the FWS will prepare a final Report. The final Report will be submitted as described below.
 - (1) Hard and digital copies of the Report with any appendices will be provided to SHPO and any consulting parties.
 - (2) The FWS will retain two hard copies of the Report for archival purposes, as well as a digital copy of the Report in PDF format. A copy of any archival photographs will also be retained and curated by the FWS as part of its permanent collection.
 - (3) Reporting will be completed no later than two (2) years following the approval and date of last signature on this document.

Professional Qualifications

All work carried out pursuant to this Agreement will be carried out under the direct supervision of qualified individuals meeting the Secretary of the Interior's Professional Qualification Standards for Archaeology and Historic Preservation (36 CFR Part 61).

Discoveries

- a. In the event that unrecorded or unanticipated historic properties that may be eligible for nomination to the NRHP are located during construction activities, or it is recognized that such actions may affect a known historic property in an unanticipated manner, the FWS will terminate construction activities within 100 feet of the property and will take all reasonable measures to avoid or minimize harm to the property until consultation between the FWS, the SHPO, and any other interested party, regarding significance and effect can be concluded. The FWS will notify the SHPO within 72 hours and consult to develop actions that will take the effects of the undertaking into account. The FWS and SHPO will mutually agree upon time frames for the consultation.
- b. The FWS will utilize a NAGPRA Plan of Action in accordance with the NAGPRA Inadvertent Discovery process as described in the FWS Tribal Consultation Handbook (2018). The specific Plan of Action for activities at Wichita Mountains Wildlife Refuge is included as Attachment 4. In summary, in the event that any human remains are discovered during construction activities, the FWS shall notify agency and the local law enforcement agency having jurisdiction in the area. In the event that the human remains are determined by law enforcement and the State Medical Examiner to have no medicolegal significance, the FWS will secure the area and begin consultation with Tribes as required by NAGPRA and shall also consult with SHPO and OAS on subsequent procedures.

Administrative Stipulations

a. Dispute Resolution.

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

- (1) Forward all documentation relevant to the dispute, including the FWS' proposed resolution, to the ACHP. Prior to reaching a final decision on the dispute, the FWS 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 FWS will then proceed according to its final decision.
- (2) If the ACHP does respond within thirty (30) days of receipt of adequate documentation of the dispute, the FWS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the

FWS shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to this Agreement, and provide them and the ACHP with a copy of such written response.

- (3) The FWS will be responsible for carrying out all other actions subject to the terms of this Agreement that are not the subject of the dispute.

b. Objections by the Public.

At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public regarding historic preservation, the FWS shall take the objection into account and consult as needed with the SHPO, or the ACHP, to determine how best to address the objection.

c. Duration.

If the terms of this Agreement have not been implemented within five (5) years from the last date shown below, this Agreement shall be considered null and void, unless the signatories agree in writing to an extension for carrying out its terms. This extension will be limited to an additional five (5) years. If this Agreement is considered null and void, the FWS shall so notify the ACHP and parties to this Agreement, and if the FWS chooses to continue with the undertaking, shall re-initiate review of the undertaking in accordance with 36 CFR Part 800.

d. Amendments.

Any signatory to this Agreement may propose to the FWS that the Agreement be amended, whereupon the FWS shall consult with the other parties to this Agreement to consider such an amendment. This Agreement will be amended when such an amendment is agreed to in writing by all signatories. The amendment will be filed with the ACHP and go into effect on the date of the last signature.

e. Termination.

If the FWS determines that it cannot implement the terms of this Agreement, or if the SHPO determines that the Agreement is not being properly implemented, such party may propose to the other parties to this Agreement that it be terminated.

The party proposing to terminate this Agreement shall so notify all parties to this Agreement, explaining the reasons for termination and affording them at least 30 days to consult and seek alternatives to termination. The parties shall then consult. Should such consultation fail, the FWS or other signatory party may terminate the Agreement by so notifying all parties.

Should this Agreement be terminated, the FWS shall either:

1. Consult in accordance with 36 CFR § 800.6 to develop a new Agreement; or
2. Request the comments of the ACHP pursuant to 36 CFR § 800.7.

f. Funding

All obligations and responsibilities of the Parties under this Agreement are subject to the availability of funding. Nothing herein obligates either party to the expenditure of funds. However, the FWS is obligated to meet the stipulations committed to in this document and if funding becomes unavailable, the FWS is obligated to reinstate consultation to develop a new agreement to mitigate adverse impacts to historic properties from this undertaking.

g. Miscellaneous

- (1) Other Relationships or Obligations: This Agreement shall not affect any preexisting or independent relationships or obligations.
- (2) Severability: If any provision of this Agreement is determined to be invalid or Unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

h. Execution.

The FWS has submitted to the ACHP for its review a letter notifying them of the adverse effect to the Treasure Lake Job Corps Historic District resulting from the intended project and inviting the ACHP to participate in the resolution of that adverse effect. Based upon the materials submitted by the FWS and the lack of response from the ACHP, the ACHP has determined that the project does not meet the criteria for their review (See Attachment 3). The ACHP nonetheless remains available for consultation in the event of new information, changes in the project or other matters that may arise. Execution of this Agreement by the FWS and the SHPO, and its submission to the ACHP, and implementation of its terms, shall be sufficient evidence that the FWS has afforded the ACHP an opportunity to comment on the undertaking and its effects on historic properties, and that FWS has taken into account the effects of the undertaking on historic properties.

SIGNATURE PAGE

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Wichita Mountains Wildlife Refuge, Comanche County, Oklahoma

SIGNATORY PARTY:

U.S. FISH AND WILDLIFE SERVICE, SOUTHWEST REGION

AMY LUEDERS

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LUEDERS
Date: 2023.03.16 12:17:40
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Amy Lueders
Regional Director

Date

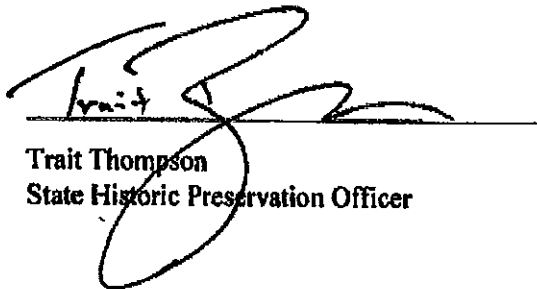
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SIGNATORY PARTY:

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER



Trait Thompson
State Historic Preservation Officer

2/28/23
Date

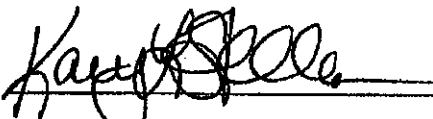
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INVITED SIGNATORY PARTY:

OKLAHOMA ARCHAEOLOGICAL SURVEY



Kary Stackelbeck
State Archaeologist

4/3/23

Date