

MEMORANDUM OF AGREEMENT
Among
THE FEDERAL HIGHWAY ADMINISTRATION
THE IDAHO TRANSPORTATION DEPARTMENT,
And
THE IDAHO STATE HISTORIC PRESERVATION OFFICE
REGARDING THE RESOLUTION OF ADVERSE EFFECTS TO
THE CLEARWATER RIVER MEMORIAL BRIDGE (Bridge No. 10375)
NEZ PERCE COUNTY, IDAHO
ITD KEY NO. 20513

PURPOSE:

The Federal Highway Administration (FHWA) has determined that the project to replace the superstructure of the Clearwater River Memorial Bridge in Nez Perce County, Idaho (hereinafter "the undertaking"), will have an adverse effect to the Clearwater River Memorial Bridge (69-18013) which is a property determined to be eligible for inclusion in the National Register of Historic Places (NRHP) under Criteria A and C.

AUTHORITY:

FHWA has consulted with the Idaho 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. § 470f), and notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect finding with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii).

RESPONSIBILITIES AND PROCEDURES:

FHWA, in consultation with the Idaho SHPO, has determined that the undertaking's adverse effects cannot be avoided or minimized, and that implementation of the treatments set forth in Stipulation I of this MOA will satisfactorily take into account the undertaking's adverse effects on the historic property.

FHWA, Idaho SHPO, and the Idaho Transportation Department (ITD) are signatories to the MOA.

Nez Perce County Historical Society (NCHS) is an invited signatory to the MOA.

The above are collectively identified herein as the "Parties."

FHWA and the Idaho SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties, and further agree that these stipulations shall govern the undertaking and all of its parts until this MOA expires or is terminated.

FHWA will send a copy of this executed MOA to the ACHP and Idaho SHPO.

FHWA and ITD shall ensure that the following stipulations are carried out:

I. Treatment of the Historic Property

In addition to the stipulations outlined below, ITD has made several design commitments to enhance the proposed new superstructure to be in keeping with the existing bridge design. These include the design of railings, concrete work, and end post elements.

ITD will also commit to working with the Idaho SHPO, the Nez Perce County Historical Society, and the Army Corps of Engineers in the relocation of the 18th Street Bridge Highway Historical Marker (Marker No. 501) to a more appropriate location as part of a separate action.

In regards to the following stipulations, all submittals to the Idaho SHPO must be made by ITD. All stipulations must be carried out / conducted by qualified professionals in consultation with Idaho SHPO. Cost of total mitigation estimated at \$40,000 (Appendix A) with estimated scope and schedule detailed below.

- A. Within five (5) years of filing the signed agreement, ITD will coordinate with the Nez Perce County Historical Society to remove the four (4) existing original dedication plaques on the Clearwater River Memorial Bridge.
 - 1) Two (2) plaques will be reinstalled on the new structure.
 - 2) One (1) plaque will be donated to the Nez Perce County Historical Society
 - 3) One (1) plaque will be displayed at the ITD District 2 offices.
- B. Within five (5) years of filing the signed agreement, ITD will coordinate with the Idaho SHPO, and the Nez Perce County Historical Society to install new dedication plaques on the new Clearwater River Memorial Bridge superstructure.
 - 1) Two (2) new identical plaques will be deigned, fabricated, and installed on the structure.
 - 2) Plaque wording and design will be developed in consultation with the Idaho SHPO.
- C. Within five (5) years of filing the signed agreement, ITD will coordinate with the Idaho SHPO and the Nez Perce County Historical Society in order to prepare two (2) nominations for inclusion in the National Register of Historic Places in accordance with the applicable provisions of 36 CFR 60 and applicable National Park Service guidelines. Upon completion, ITD will submit one draft (electronic copy) of the NRHP nominations to the Idaho SHPO for review. The review of the nominations will follow the Idaho SHPO's review process for National Register nomination submittals. ITD will make revisions, as necessary, until accepted by the Idaho SHPO. Following acceptance by the Idaho SHPO, the nominations will be prepared for submittal to Idaho Historic Sites Review Board, and then the Keeper of the National Register for listing in the NRHP. The nominations will include the two structures listed below:
 - 1) Clearwater River Railroad Bridge (69-5089)
 - 2) Lewiston-Clarkston Interstate Bridge (69-5080)
 - a. In consultation with Idaho SHPO, following the listing of the Lewiston-Clarkston Interstate Bridge, a NRHP plaque will be installed.

II. Administrative Provisions

A. Confidentiality

The Parties to this MOA acknowledge that historic properties covered by this MOA are subject to the provisions of Section 304 of the National Historic Preservation Act of 1966 relating to the disclosure of site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this MOA are consistent with Section 304 of the National Historic Preservation Act of 1966.

B. Resolving Objections

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

1. Forward all documentation relevant to the dispute, including FHWA's proposed resolution, to ACHP. 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 ACHP, signatories and concurring Parties, and provide them with a copy of FHWA's written response. FHWA will then proceed according to its final decision.
2. If 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 ACHP with a copy of such written response.

LIMITATIONS:

Nothing in this MOA between the Parties shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this MOA shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

EFFECTIVE DATE:

This MOA shall become effective upon its execution by the last signatory and shall remain in effect, unless terminated, suspended, or amended, for a period of five (5) years.

METHOD OF TERMINATION:

If any signatory determines that the terms of this MOA cannot be or are not being carried out, the signatories shall consult to seek amendment of the agreement. If within thirty (30) days (or another time period agreed to in writing by all signatories) an amendment cannot

be reached, any signatory may terminate the MOA after thirty (30) days by written notification to the other signatories. If the agreement is not amended, any signatory may terminate it. 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.

AMENDMENTS:

If a signatory determines the terms of the MOA cannot be met or that a change is necessary to meet the requirements of the law, that signatory will immediately request that the consulting Parties consider an amendment or addendum. Any necessary amendment or addendum will be executed as defined in the 36 CFR 800 regulations. 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.

EXECUTION of this MOA by FHWA and Idaho SHPO, its transmittal to ACHP in accordance with 36 CFR §800.6(b)(1)(iv), and subsequent implementation of its terms, shall evidence, pursuant to 36 CFR §800.6(c), that this MOA is an agreement with ACHP for purposes of Section 110(l) of the National Historic Preservation Act of 1966, and shall further evidence that FHWA has afforded ACHP an opportunity to comment on the undertaking and its effects on historic properties, and that FHWA has taken into account the effects of the undertaking on historic properties.

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APPENDIX A

The associated mitigation costs identified under Stipulation I (Treatment of the Historic Property) is estimated at \$40,000 and will be divided as follows:

- Cost of Stipulation I.A: \$ 1,000.00
- Cost of Stipulation I.B: \$ 4,000.00
- Cost of Stipulation I.C: \$ 35,000.00

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SIGNATORY:

FEDERAL HIGHWAY ADMINISTRATION (FHWA)

PETER J HARTMAN

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HARTMAN

Date: 2021.04.23 11:53:03 -06'00'

Peter J. Hartman, FHWA-ID Division Administrator

Date

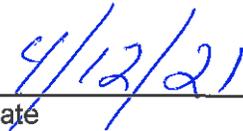
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SIGNATORY:

IDAHO TRANSPORTATION DEPARTMENT (ITD)



Doral Hoff, District 2 Engineer



Date

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SIGNATORY:

IDAHO STATE HISTORIC PRESERVATION OFFICER (SHPO)



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by Tricia
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Tricia Canaday, Deputy Director

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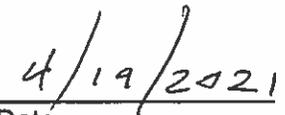
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INVITED SIGNATORY:

Nez Perce County Historical Society (NPCHS)



Daniel Miller, MD
President



Date