**EXAMPLE OF A BRIDGE MOA**

**MEMORANDUM OF AGREEMENT**

**FOR MITIGATION OF ADVERSE EFFECTS**

**TO HISTORIC PROPERTY:** Bridge \_\_\_\_\_ on Route \_\_\_ over \_\_\_\_\_ Creek

**UNDERTAKING:** [provide improvement and location description of the project, include project (BRO or STP) number – e.g., “Replacement of the historic bridge on Route 17 with a new structure (A7854) over Saline Creek north of Tuscumbia, Miller County; MoDOT Project J5P0928.”]

**STATE:** Missouri.

**AGENCY:** Federal Highway Administration.

**WHEREAS,** the Federal Highway Administration (FHWA) Missouri Division is the federal agency responsible for ensuring the undertaking complies with Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. 306108) codified in its implementing regulations 36 CFR Part 800; and

**WHEREAS,** the area of potential effects (APE) for the undertaking has been defined as the footprint of the project, including new right of way, including permanent and temporary easement for the archaeological resources [modify as necessary]. For architectural and bridge resources the APE has been defined as the new right of way and permanent easements, demolition easements and a buffer of one hundred (100) feet for the consideration of direct and indirect effects [modify as necessary], as described in the attached Information to Accompany; and

**WHEREAS**, the Federal Highway Administration (FHWA) has determined that the replacement of Bridge [name & number]will have an adverse effect on the bridge, which has been determined eligible for inclusion to the National Register of Historic Places (National Register), and has consulted with the Missouri State Historic Preservation Office (SHPO) pursuant to 36 CFR Part 800.2(c)(1); and

**WHEREAS**, the FHWA has notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination [insert date of notification] and the Council has chosen to not participate in this Memorandum of Agreement (MOA) [insert date of letter]; and

**WHEREAS**, the [local public agency] (\_\_\_\_) participated in the consultation and been invited to be a signatory to this MOA; and

**WHEREAS**, the [list other parties invited to participate in consultation, and those that accepted the invitation to participate]; and

**Whereas,** to the best of the FHWA’s knowledge and belief, no human remains, associated or unassociated funerary objects or sacred objects, or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001), are expected to be encountered; and

**NOW, THEREFORE**, FHWA and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations.

**STIPULATIONS**

The FHWA will ensure that the following stipulations are carried out:

1. The [local public agency] will develop documentation for Bridge [number] to the following specifications:
   1. 8X10 inch high-resolution black and white digital images (> 600 dpi) sufficient to fully document overall views and details of the historic bridge will be provided. Photographs will be taken, processed and printed according to standards for photographs accompanying National Register documentation. Archival digital compact discs or archival DVDs with all views will be provided.
   2. A historic narrative and technical descriptions for the historic bridge prepared in accordance with [SHPO bridge documentation level X].
   3. A copy of the original construction plans for the historic bridge.
   4. The final documentation shall be provided to the SHPO along with archival digital discs containing the TIFF images and report PDF. Additional copies shall be provided to appropriate local historical groups. Bound copies and/or CDs of the final documentation also will be available to others upon request.
2. The [local public agency] shall consult with the SHPO to determine the appropriate approach and method for marketing Bridge [number] in accordance with MAP-21.  The [local public agency], the SHPO; and the FHWA shall agree to the approach and method prior to implementation.  FHWA will request that MoDOT advertise the historic bridge for reuse on its Free Bridge webpage (<http://www.modot.org/freebridges/index.htm>).
3. If ownership of the bridge, or portion thereof, is transferred to another party, the transfer deed shall include preservation covenants that require the new owner to move and maintain the bridge in accordance with the “Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings.” The proposed reuse plan and specifications will be forwarded to FHWA for review and approval in consultation with the SHPO; and [local public agency]. If no party is found to take possession of the existing bridge, it may be removed.
4. If the bridge is not relocated or preserved in place by another party, the Bridge plates, if extant, will be removed and offered to local historical society at [local public agency] expense.
5. If modifications to the project activities result in an adverse effect to any National Register eligible archaeological site, the FHWA shall consult with the SHPO and appropriate Indian Tribes to resolve the adverse effects, consistent with guidance provided in 36 CFR § 800.6, through the implementation of an Archaeological Data Recovery Plan(s) developed in accordance with the Council “Recommended Approach for Consultation on the Recovery of Significant Information from Archaeological Sites” (64 FR 27085-87 published in the Federal Register on May 18, 1999), the Council’s Handbook on Treatment of Archaeological Properties, and the Secretary of the Interior’s Standards for Archaeological Documentation; and
6. Within one year after carrying out the terms of the MOA, the FHWA shall provide to all signatories a written report regarding the actions taken to fulfill the terms of the agreement.
7. If any signatory proposes that this agreement be amended, the FHWA shall consult with the other parties of this agreement. Said amendment shall be in writing, governed in accordance with 36 CFR 800.6, and executed by all parties to the Memorandum of Agreement.
8. If any signatory determines the terms of the MOA cannot be carried out, the signatories shall consult to seek amendment. If the MOA is not amended any signatory may terminate it. If the MOA is terminated, the FHWA shall execute a new MOA or request the comments of the Council.
9. A signed copy of this MOA will be provided to each signatory, and one copy will be transmitted to the Council for inclusion in their files.
10. Failure to carry out the terms of this MOA requires that the FHWA again request the comments of the Council in accordance with 36 CFR Part 800. If FHWA cannot carry out the terms of the agreement, it shall not take or sanction any action or make any irreversible commitment that may affect historic properties until such time as the Council has been given the opportunity to comment on the full range of project alternatives which might avoid or mitigate any adverse effects.
11. This agreement shall be null and void if its terms are not carried out within five (5) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

Execution of this Memorandum of Agreement, and carrying out its terms, evidences that the FHWA has afforded the Council an opportunity to comment on the replacement Bridge [number]and its effects on historic properties, and that FHWA has taken into account the effects of the project on historic properties, in accordance with Section 106 of the National Historic Preservation Act.

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**STATE:** Missouri.

**AGENCY:** Federal Highway Administration.

**Federal Highway Administration:**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The MISSOURI STATE HISTORIC PRESERVATION OFFICE:**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[local public agency]:**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**