



REPLY TO  
ATTENTION OF:

FWA-MOA-1004

DEPARTMENT OF THE ARMY  
INSTALLATION MANAGEMENT COMMAND  
HEADQUARTERS, U.S. ARMY GARRISON FORT WAINWRIGHT  
1060 GAFFNEY ROAD #6000  
FORT WAINWRIGHT, ALASKA 99703-6000

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE US ARMY GARRISON FORT WAINWRIGHT, ALASKA  
AND  
THE ALASKA STATE HISTORIC PRESERVATION OFFICER  
REGARDING  
THE CONSTRUCTION OF AN AMERICANS WITH DISABILITIES ACCESS RAMP  
FOR BUILDING 1051 (FAI-00456), FORT WAINWRIGHT, ALASKA**

**WHEREAS**, the US Army Garrison Fort Wainwright, Alaska (USAG FWA) proposes to install an Americans with Disabilities Act access (ADA) ramp with an overhang on Building 1051(FAI – 00456)<sup>1</sup> according to the standards for ADA ramps as specified in the Code of Federal Regulations: 28 CFR 36; and

**WHEREAS**, Building 1051 has undergone previous renovations in 1979 and 1988; and

**WHEREAS**, Building 1051 is a contributing element of both the Ladd Field National Historic Landmark (NHL) (FAI-00236) and the Ladd Air Force Base Cold War Historic District (HD) (FAI-01288); and

**WHEREAS**, USAG FWA determined that these actions constitute an adverse effect to the Building 1051, a building determined eligible for listing in the National Register of Historic Places; and

**WHEREAS**, USAG FWA has minimized the adverse effect to Building 1051 by designing the ADA ramp to be placed between arctic entryways to reduce its visibility and preserve historic material; and

**WHEREAS**, USAG FWA has consulted with the Alaska State Historic Preservation Officer (SHPO), and the National Park Service (NPS) to develop a sympathetic design which will minimize the effect to Building 1051, the NHL, and the HD; and

**WHEREAS**, USAG FWA consulted with the Tanana-Yukon Historical Society, and Fairbanks North Star Borough Planning Commission during USAG FWA Cultural Resources Working Group meetings on 11 December 2008 and 16 April 2009, at the National Preservation Institute's Training for the Secretary of the Interior's Standards for the Treatment of Historic Properties 17 – 18 November 2008, and through letters dated 21 October 2008 and 23 February 2009; and

<sup>1</sup> Alaska Historic Resources Survey identification number; FAI -XXXX

**WHEREAS**, USAG FWA consulted with the Upper Tanana Intertribal Coalition, which includes the villages of Tetlin, Tanacross, Dot Lake, Healy Lake, Eagle, and Northway and the Quarterly Tribal Meeting on 23 July 2009; and

**WHEREAS**, USAG FWA invited the Advisory Council on Historic Preservation to participate in the consultation in a letter dated 9 November 2009; and

**WHEREAS**, USAG FWA prepared this Memorandum of Agreement (MOA) in consultation with SHPO to resolve adverse effects in accordance with 36 CFR 800.6; and

**NOW, THEREFORE**, the USAG FWA, the SHPO, and NPS agree that proposed actions shall be administered in accordance with the following stipulations in consideration of the effects this undertaking will have on the above referenced property.

### **Stipulations**

USAG FWA will ensure that the following measures are carried out:

#### **I. MITIGATION**

A. USAG FWA will minimize the adverse effect to Building 1051 by utilizing a design for the ADA ramp which shall acknowledge the NHL and follow the Secretary of the Interior's Standards for Rehabilitation of Historic Properties wherever possible while meeting the standards for ADA access ramps as defined in 28 CFR 36.

1. The new ADA ramp will be a switchback ramp constructed with a wooden composite material designed to fit between the two arctic entryways located between units 2 and 3 and not project beyond the arctic entryways on the northern elevation of Building 1051. The wood composite material will be colored to match as closely as possible with the (siding/trim) of Building 1051.

2. The overhang that will cover the ADA ramp shall be a shed roof overhang supported by three 4x4" columns. The overhang will be placed beneath the second story windows and will slope to the bottom of the arctic entryway roofs so that it will not project beyond the arctic entryways. The roofing material will be fabricated locally to match the existing silver standing seam roofing material.

B. USAG FWA will consult the SHPO and NPS to develop accessibility design guidelines for buildings within the NHL and implement them. The guidelines will be distributed for implementation by USAG FWA engineers, design staff, master planners, and all contractors working within the NHL both as a separate document as well as an addendum to the FWA Installation Design Guidelines.

C. USAG FWA will develop, in consultation with the SHPO and NPS, General Design Parameters for Accessibility. This document will be 2 – 3 pages and provide an overview of the main concerns related to the accessibility within the NHL, focusing on issues related to

placement, materials and color selection. The General Design Parameters will be distributed for implementation by USAG FWA engineers, design staff, master planners, and all contractors working within the NHL.

## II. SUBMITTALS

A. Within two (2) years, USAG FWA will submit a draft of the proposed ADA accessibility design guidelines to the SHPO and NPS.

1. SHPO and NPS will have thirty (30) days to provide input on the proposed design guidelines. USAG FWA shall consider any timely input received in developing the final design guidelines.

2. If USAG FWA and consulting parties determine there is a need, a meeting may be held to discuss the proposed design guidelines.

3. Within ninety (90) days of receiving input from the SHPO and NPS, USAG FWA will finalize the design guidelines. SHPO and NPS will have thirty (30) days to review the final design guidelines and provide input. At the request of SHPO and/or NPS, USAG FWA will provide an explanation of how consulting party input was taken into account in the development of the final guidelines.

B. Within six (6) months, USAG FWA will submit a draft of the proposed General Design Parameters for Accessibility to the SHPO and NPS.

1. SHPO and NPS will have thirty (30) days to provide input on the proposed design parameters. USAG FWA shall consider any timely input received in developing the final design guidelines.

2. If USAG FWA and consulting parties determine there is a need, a meeting may be held to discuss the proposed General Design Parameters for Accessibility.

3. Within ninety (90) days of receiving input from the SHPO and NPS USAG FWA will finalize the design guidelines. SHPO and NPS will have thirty (30) days to review the final design guidelines and provide input. At the request of SHPO and/or NPS, USAG FWA will provide an explanation of how consulting party input was taken into account in the development of the final guidelines.

C. SHPO and NPS will receive two (2) copies each of the General Design Parameters for Accessibility and the Accessibility Design Guidelines upon their completion.

## III. PROFESSIONAL STANDARDS

All work pursuant to this MOA will be developed by a person or persons having experience in historic preservation and meeting the minimum professional qualifications for Architectural Historian included in "Secretary of the Interior's Historic Preservation Professional Qualification

Standards” (Federal Register Vol. 62, No.119, pp. 33719).

#### **IV. POST REVIEW UNANTICIPATED DISCOVERIES**

A. In the course of conducting approved activities, USAG FWA and/or their contractors shall not intentionally or knowingly affect (such as remove, disturb, or cause to be removed or disturbed) any historic properties outside the approved scope of work.

B. In the event that a previously unidentified archaeological resource is discovered during ground disturbing activities, all ground disturbing activity shall immediately cease in the area of the discovery until the USAG FWA Cultural Resource Manager (CRM) can evaluate the resource in coordination with USAG FWA personnel who meet the Secretary of the Interior’s Professional Qualification Standards for Archaeologists. If approved by the CRM, subsurface work may continue in areas where subsurface archaeological resources are not reasonably expected to be encountered. In addition, work may resume in affected areas after approved by the CRM. USAG FWA shall notify the SHPO and appropriate Alaska Native Villages regarding such discoveries and related actions within three (3) business days and USAG FWA shall ensure that any archaeological work that may be necessary shall be completed in accordance with the NHPA, and the Archaeological Resources Protection Act, codified at 16 U.S.C. § 470, et seq., as amended (ARPA). Construction work may continue in the project area outside the archaeological resource area;

C. USAG FWA, the SHPO, and the Alaska Native Villages, if they so request, shall immediately inspect the work site to determine the nature and area of the affected archaeological resource. Within ten (10) business days of the original notification of the discovery, USAG FWA, in consultation with the SHPO, and the Alaska Native Villages where appropriate, shall determine the NRHP eligibility of the resource;

D. If it is determined that the archaeological resource does not meet the NRHP Criteria as set forth at 36 C.F.R. Part 60.4, as amended (the NRHP Criteria), USAG FWA may resume work in the affected area;

E. If USAG FWA determines that the resource meets the NRHP Criteria, USAG FWA shall comply with 36 C.F.R. § 800.13(b) as expeditiously as possible;

F. If human remains are inadvertently discovered; USAG FWA shall cease all work and ensure that the remains are secured from further disturbance or vandalism until after the appropriate law enforcement authorities have ensured that the remains are not related to any crime, and until a plan for treatment has been developed. If USAG FWA determines that the remains are Native American, the Garrison Commander shall immediately undertake any actions necessary under the Native American Graves Protection and Repatriation Act, as amended. If USAG FWA determines that the remains are not Native American, and do not warrant criminal investigation, USAG FWA shall immediately notify the SHPO and consult with the SHPO to identify descendants or other interested parties, if any. USAG FWA, in consultation with the SHPO and any interested parties, shall develop a plan for the respectful treatment and disposition of the remains.

## V. EMERGENCY ACTIVITIES AND UNANTICIPATED EFFECTS

A. In the case of an emergency (as defined below), USAG FWA shall perform those actions reasonably necessary, using commercially reasonable efforts, to protect historic properties, with on-site monitoring by staff meeting the Secretary of the Interior's Standards for Professional Qualifications. Where possible, such emergency measures shall be undertaken in a manner that is consistent with Secretary of the Interior's Standards for Preservation. This emergency provision is limited to work initiated within ten (10) calendar days of, and in direct response to, an emergency. As used in this Agreement, the term "emergency" means (i) a disaster or emergency declared by the President of the United States or by the Governor of a State or (ii) other immediate threats to life or property;

B. If emergency action is required and undertaken, USAG FWA shall provide such information to the SHPO as soon as practicable. The SHPO shall have ten (10) days to review and comment on any such proposed plan for further actions to address the emergency.

C. If during the course of the Undertaking there are any unforeseen or unanticipated effects to historic properties, USAG FWA shall initiate consultation pursuant to 36 C. F. R. § 800.13 to resolve the unforeseen effect.

## VI. RESOLVING OBJECTIONS

A. Should any signatory to this MOA object in writing to USAG FWA regarding any action carried out or proposed with respect to the implementation of this MOA, USAG FWA shall consult with the objecting party. If after initiating such consultation USAG FWA determines that the objection cannot be resolved through consultation, it shall forward all documentation relevant to the objection to the Council, including USAG FWA's proposed response to the objection. Within 30 calendar days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

1. Advise USAG FWA that the Council concurs with USAG FWA's proposed response to the objection, whereupon USAG FWA will respond to the objection accordingly;

2. Provide USAG FWA with recommendations, which USAG FWA shall take into account in reaching a final decision regarding its response to the objection; or

3. Notify USAG FWA that the objection will be referred to the Council membership for formal comment and proceed to refer the objection and comment within 45 calendar days. USAG FWA in accordance with Section 110(l) of the NHPA shall take the resulting comment into account.

B. Should the Council not exercise one of the above options within 30 calendar days after receipt of the pertinent documentation, USAG FWA may assume the Council's concurrence in its proposed response to the objections.

C. USAG FWA shall take into account any Council recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; USAG FWA's responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

D. At any time during implementation of any stipulation in this MOA, should an objection to any such stipulation or its manner of implementation be raised by a member of the public, USAG FWA shall take the objection into account and consult as needed with the objecting party, the Council, and the SHPO to address the objection.

## **VII. AMENDMENT**

USAG FWA, NPS, or the SHPO may request that this MOA be amended, whereupon they will consult in accordance with 36 CFR § 800 to consider such amendment. No amendment shall take effect until it has been executed by USAG FWA and SHPO.

## **VIII. TERMINATION**

USAG FWA or SHPO may propose to terminate this MOA by providing 30-calendar days notice to the other, explaining the reasons for the proposed termination. The SHPO and USAG FWA will consult during this period to seek agreement on amendments or other actions that will avoid termination. In the event of termination, USAG FWA will comply with 36 CFR Part 800 with regard to individual undertakings covered by this MOA, and not completed at time of termination.

## **IX. FAILURE TO CARRY OUT AGREEMENT**

In the event USAG FWA does not carry out the terms of this MOA, or if the Council determines under 36 CFR § 800 that the terms of this MOA are not being carried out, USAG FWA will comply with 36 CFR § 800.3 through 800.7 with regard to individual undertakings covered by this MOA.

## **X. ANTI-DEFICIENCY ACT**

A. All requirements set forth in this MOA requiring the expenditure of USAG FWA funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. Section 1341). No obligation undertaken by the USAG FWA under the terms of this MOA will require or be interpreted to require a commitment to expend funds not obligated for a particular purpose.

B. If USAG FWA cannot perform any obligations set forth in the MOA due to the unavailability of funds, then USAG FWA and the SHPO intend the remainder of the agreement to be executed. In the event that any obligation under the MOA cannot be performed due to the unavailability of funds, USAG FWA agrees to utilize its best efforts to renegotiate the provision, and may require that the parties initiate consultation to develop an amendment to this MOA when appropriate.

**XI. DURATION**

This MOA shall become effective upon execution by USAG FWA and the SHPO and shall remain in effect until terminated or five years after it becomes effective.

EXECUTION AND IMPLEMENTATION of this Memorandum of Agreement evidences that USAG FWA has satisfied its Section 106, and Section 110(f) responsibilities for all undertakings in this program.

Signatories:

UNITED STATES DEPARTMENT OF THE ARMY  
FORT WAINWRIGHT

By:   
TIMOTHY A. JONES  
COL, AV  
Commanding

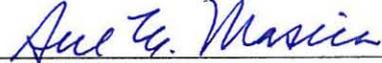
Date: 25 Jan 10

ALASKA STATE HISTORIC PRESERVATION OFFICER

By:  3-1-2010  
JUDITH E. BITTNER  
State Historic Preservation Officer

Concurring Party:

NATIONAL PARK SERVICE – ALASKA REGIONAL OFFICE

By:   
SUE E. MASICA  
Alaska Regional Director

Date: 3/23/2010