



REPLY TO
ATTENTION OF:

FWA-MOA-1008

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 UNITED STATES DEPARTMENT OF THE ARMY AND
THE ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE INSTALLATION OF A HEATING VENTILATION AND
AIR CONDITIONING SYSTEM IN BUILDING 1555 (FAI-00467)
AT
FORT WAINWRIGHT, ALASKA**

WHEREAS, the United States Department of the Army (the Army), acting through the United States Army Garrison Fort Wainwright, Alaska (USAG FWA), determined that installation of a Heating, Ventilation, and Air Conditioning (HVAC) system and its associated upgrades to Building 1555 (FAI-00467)¹ constitutes an Undertaking (the "Undertaking") subject to Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. Part 800, as amended; and

WHEREAS, this Undertaking will improve the working environments in Building 1555 through the renovation of the HVAC system in order to meet the required Life Safety Standards for air circulation; and

WHEREAS, USAG FWA, in consultation with State Historic Preservation Officer (SHPO), defined the Undertaking's area of potential effects (APE) as the area which includes buildings 1021, 1045, 1046, 1047, 1048, 1049, 1051, 1541, 1555, 1556, 1557, 1558, 1562, and 1566; and

WHEREAS, USAG FWA, in consultation with the SHPO, determined that the Building 1555 is a contributing element of the Ladd Field National Historic Landmark (NHL) (FAI-00236) and Ladd Air Force Base Cold War Historic District (HD) (FAI-01288) which are properties listed in or eligible for listing in the National Register of Historic Places (NRHP); and

WHEREAS, USAG FWA determined that the Undertaking will have an adverse effect on Building 1555 and consulted with SHPO in accordance with Section 106 of the NHPA; and

WHEREAS, USAG FWA invited the Advisory Council on Historic Preservation (ACHP) to participate in the consultation and they declined (16 September 2009); and

WHEREAS, USAG FWA invited National Park Service (NPS) to participate in consultation as a concurring party in accordance with 36 C.F.R. § 800.10(c) and they accepted (8 September 2009); and

¹ Alaska Historic Resources Survey identification number; FAI -XXXX

WHEREAS, USAG FWA consulted with the Upper Tanana Intertribal Coalition (UTIC) pursuant to 36 C.F.R. § 800.6(c) (3) at the Quarterly meeting (23 July 2009); and

WHEREAS, USAG FWA consulted with the Fairbanks North Star Borough, a Certified Local Government, pursuant to 36 C.F.R. § 800.2(c)(3) (11 August 2009); and

WHEREAS, USAG FWA consulted with the Tanana-Yukon Historical Society (TYHS) pursuant to 36 C.F.R. § 800.2(c) (5) (11 August 2009); and

WHEREAS, USAG FWA has provided the public information on the Undertaking and an opportunity to comment on the Undertaking through USAG FWA's Conservation Website; and

WHEREAS, through Section 106 consultation with the consulting parties, USAG FWA elected to fulfill its Section 106 obligations for this Undertaking through execution and implementation of this Agreement pursuant to 36 C.F.R. 800.6; and

NOW, THEREFORE, USAG FWA and 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

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

I. MINIMIZATION

A. USAG FWA shall mimic the missing historic dormers in the design of the penthouse.

USAG FWA shall refer to historic photographs for a design of the penthouse that adheres to the Secretary of the Interior's Standards for Rehabilitation.

B. USAG FWA shall paint all new louvers using the existing color palette of the building.

C. USAG FWA will submit a draft dormer rendering and the color scheme to NPS and SHPO within a month of execution of this MOA.

1. USAG FWA shall consider all comments received within a timely manner in the final design of the dormer and final color scheme.

2. USAG FWA will submit a final design of the dormer and final color scheme by May 2010.

II. PROFESSIONAL TRAINING

A. USAG FWA shall provide a two day professional training session, selected in consultation with the SHPO, to be presented during the 2012 calendar year to members of Fort Wainwright Directorate of Public Works (DPW) including Master Planning, Environmental, Utility and Support Operations, Engineering, Facility Management, and Housing. The training will also be open to US Army Corps of Engineers and FWA's consulting parties.

1. Topic: "Historic Property Management" offered by the National Preservation Institute, or a similar session which focuses on concerns related to preservation maintenance and property management for historic properties. Training will take place in a workshop format to allow specificity to Fort Wainwright.

2. Faculty: The workshop will be directed by an Architectural Historian who meets the Secretary of the Interior's Professional Qualification Standards.

3. After the training session is conducted, USAG FWA will notify the SHPO via an email or written letter which will include a summary of the course content and a list of attendees.

B. USAG FWA shall develop, in consultation with the SHPO, a curriculum for an internal training for FWA engineers and architects concerning interior spaces of historic properties.

1. USAG FWA Cultural Resources staff will conduct the training.

2. Building 1555 will be used as an example of a historic building's interior space.

3. Draft submittal of the curriculum for an internal training on interior spaces of historic properties will be submitted to the SHPO and NPS within a year of the execution of this agreement.

a) The SHPO and NPS shall have sixty (60) days from receipt of the initial draft of the curriculum to review and provide input.

b) USAG FWA shall consider any timely input received in developing the final curriculum.

III. 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 Archeologists. If approved by the CRM, subsurface work may continue in areas where subsurface archaeological resources are not reasonably expected to be encountered. USAG FWA shall notify the SHPO within 24 hours of discovery. In addition, work may resume in affected areas after approval by the CRM and SHPO. USAG FWA shall notify appropriate Alaska Native Villages regarding applicable 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 notify the SHPO within 24 hours of discovery. 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.

IV. 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 effects.

V. 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 ACHP, including USAG FWA's proposed response to the objection. Within 30 calendar days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

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

C. USAG FWA shall take into account any ACHP 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 pertaining to this MOA be raised by a member of the public, USAG FWA shall notify the consulting parties to this MOA and take the objection into account.

VI. AMENDMENT

USAG FWA 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.

VII. 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.

VIII. FAILURE TO CARRY OUT AGREEMENT

In the event USAG FWA does not carry out the terms of this MOA, or if the ACHP 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 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: 24 Feb 10

ALASKA STATE HISTORIC PRESERVATION OFFICER

By:  3/23/10
JUDITH E. BITTNER
State Historic Preservation Officer

Concurring Party:

NATIONAL PARK SERVICE – ALASKA REGIONAL OFFICE

By: 
SUE E. MASICA
Alaska Regional Director

Date: 5/12/2010