



REPLY TO
ATTENTION OF:

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

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MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. ARMY GARRISON FORT WAINWRIGHT
AND
THE ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE RENOVATION OF BUILDING 2107

WHEREAS, the United States Department of the Army (the Army), acting through the United States Army Garrison Fort Wainwright, Alaska (USAG FWA), plans to replace all windows, add one new door opening, infill the existing overhead garage door openings, and make interior changes to Building 2107 (FAI-01261); and

WHEREAS, USAG FWA plans to carry out the undertaking pursuant to USAG FWA's public works requirements, and the undertaking is subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. Part 470f and its implementing regulations, 36 CFR Part 800; and

WHEREAS, USAG FWA defined the undertaking's area of potential effects (APE) as Buildings 2107, 2110 (FAI-01336), 2116 (FAI-01800), 2117 (FAI-01801), 2118 (FAI-01802), and 2119 (constructed in 2008). The APE lies within the Ladd Field National Historic Landmark (NHL) (FAI-00236) and Ladd Air Force Base Cold War Historic District (Cold War Historic District) (FAI-01288), all buildings within the APE are noncontributing resources to either historic district, with the exception of Building 2107 (an aerial map of the APE is represented herein as Attachment A); and

WHEREAS, USAG FWA determined that the undertaking will have an adverse effect on Building 2107 which is a contributing element to the Cold War Historic District and is a property eligible for listing in the National Register of Historic Places (NRHP), and consulted with the Alaska State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800; and

WHEREAS, USAG FWA sent requests for comments regarding the undertaking to the Upper Tanana tribes, the Fairbanks North Star Borough, and the Tanana-Yukon Historical Society on 21 May 2014, and no responses were received; and

WHEREAS, in accordance with 36 CFR Part 800.6(a)(1), USAG FWA notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination on 18 August 2014 by providing the specified documentation, and the ACHP declined on 3 September 2014 to participate in the consultation pursuant to 36 CFR Part 800.6(a)(1)(iii); and

NOW, THEREFORE, USAG FWA and the 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. MITIGATION

A. Educational Training. USAG FWA will develop, in consultation with the SHPO, an educational historic properties training for USAG FWA Department of Public Works (DPW) engineers, architects, and facility maintenance staff, which will provide an overview of the Secretary of the Interior's Standards for the Treatment of Historic Properties and specific examples of their application. This educational training will be similar to those previously developed, such as "repair versus replacement" and "additions to historic buildings." The intent is to establish a greater understanding of the types of considerations that need to be taken into account for the projects that affect historic properties, as well as encourage dialogue between DPW engineers, architects, facility maintenance, and FWA cultural resources staff.

1. USAG FWA Cultural Resources staff will conduct the one (1) hour educational training which will be held once every 1-2 years and will utilize an FWA historic property as an example. Copies of the training will be available as needed for new employees between the 1-2 year trainings.

2. Draft submittal of the PowerPoint presentation for the training will be submitted to the SHPO within one (1) year of the execution of this agreement.

3. The SHPO shall have thirty (30) days from receipt of the initial draft of the curriculum to review and provide input. Any timely input received will be considered in developing the final curriculum.

B. Fact sheet. USAG FWA will develop, in consultation with the SHPO, a one page fact sheet that provides an overview of the Secretary of the Interior's Standards for the Treatment of Historic Properties. The fact sheet will be posted on USAG FWA's Conservation website for installation staff and public reference.

1. USAG FWA Cultural Resources staff will create the factsheet based on key concepts of the educational seminar.

2. Draft submittal of the fact sheet, an overview of the Secretary of the Interior's Standards for the Treatment of Historic Properties, will be submitted to the SHPO within one (1) year of the execution of this agreement.

3. The SHPO shall have thirty (30) days from receipt of the initial draft of the factsheet to review and provide input. Any timely input received will be considered in developing the final factsheet.

II. POST REVIEW UNANTICIPATED DISCOVERIES

If potential historic properties are discovered or there are unanticipated effects to historic properties, USAG FWA shall implement the discovery plan included as Attachment B.

III. DISPUTE RESOLUTION

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

B. Forward all documentation relevant to the dispute, including USAG FWA's proposed resolution, to the ACHP. The ACHP shall provide USAG FWA 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, USAG FWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories, and provide them with a copy of this written response. USAG FWA will then proceed according to its final decision.

C. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, USAG FWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USAG FWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA and provide them and the ACHP with a copy of such written response.

D. USAG FWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

E. Should an objection pertaining to this MOA be raised by a member of the public at any time during implementation of any stipulation in this MOA, USAG FWA shall notify the consulting parties to this MOA and take the objection into account.

IV. AMENDMENT

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.

V. TERMINATION

A. If any signatory believes that the terms of this MOA are not being honored or cannot be carried out, or that an amendment to its terms should be made, that signatory will immediately, consult with the other signatories to consider and develop amendments to the MOA per 36 CFR Part 800.6(c)(7) and Part 800.6(c)(8).

B. If this MOA is not amended as provided for in Stipulation IV, USAG FWA or the SHPO, may terminate this MOA. The party terminating this MOA will provide all other signatories a written explanation for the reasons for termination. If this MOA is terminated and prior to work continuing on the undertaking, USAG FWA must either (a) execute a new MOA pursuant to 36 CFR Part 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR Part 800.7 and shall notify the signatories as to the course of action it will pursue.

VI. ANTI-DEFICIENCY ACT

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.

VII. DURATION

This MOA shall become effective upon execution by the signatories and shall remain in effect until terminated or four (4) years after it becomes effective.

EXECUTION of this MOA by the signatories and implementation of its terms evidence that USAG FWA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

Signatories:

U.S. ARMY GARRISON FORT WAINWRIGHT

By:  S.C. ZEMP Garrison Commander	Wesley D. Potter Deputy to the Garrison Commander USAG Fort Wainwright 907-353-7660
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Date: 13 Nov '14

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AND
THE ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE RENOVATION OF BUILDING 2107

Signatories:

ALASKA STATE HISTORIC PRESERVATION OFFICER

By: Judith E. Bittner
JUDITH E. BITTNER
State Historic Preservation Officer

Date: Nov 28, 2014