



REPLY TO
ATTENTION OF:

FWA-MOA-0902

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

AMENDED
MEMORANDUM OF AGREEMENT
BETWEEN
THE US ARMY GARRISON, FORT WAINWRIGHT, ALASKA
AND
THE ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING
PARTIAL REPLACEMENT OF BUILDING 1054 (FAI-01255),
FORT WAINWRIGHT, ALASKA

WHEREAS, the US Army Garrison, Fort Wainwright, Alaska (USAG FWA) proposes to replace Building 1054 at Fort Wainwright, Alaska (FWA); and

WHEREAS, USAG FWA determined that this action constitutes an adverse effect to Building 1054, a building eligible for listing in the National Register of Historic Places; and

WHEREAS, USAG FWA will follow the Secretary of the Interior's Standards for Rehabilitation where feasible in the replacement construction for Building 1054; and

WHEREAS, USAG FWA consulted the Upper Tanana Inter-Tribal Coalition; and

WHEREAS, USAG FWA consulted Tanana-Yukon Historical Society, Fairbanks North Star Borough Planning Commission, Interior and Arctic Alaska Aeronautical Foundation, Tanana Chiefs Conference, Inc., Festival Fairbanks, Bureau of Land Management, University of Alaska Museum, Fairbanks Historic Preservation Foundation; and

WHEREAS, USAG FWA invited the Advisory Council on Historic Preservation and they have chosen to decline; and

WHEREAS, USAG FWA prepared this Memorandum of Agreement (MOA) in consultation with the Alaska State Historic Preservation Officer (SHPO) to resolve adverse effects in accordance with 36 CFR 800.6; and

WHEREAS, *this agreement is being amended due to the fact that during initial construction activities for the southern portion of the building, the northern portion was damaged accidentally and further investigation revealed that the remaining northern portion of Building 1054 now needs to be replaced and brought up to code; and*

WHEREAS, *Building 1054 is a contributing element of the Ladd Air Force Base Cold War Historic District (HD); and*

WHEREAS, USAG FWA determined that this action constitutes an adverse effect to the HD; and

WHEREAS, USAG FWA consulted with SHPO as per 36 CFR 800.13, Post Review Discoveries, to resolve the additional adverse effect; and

WHEREAS, this additional adverse effect will be mitigated through the development of an interactive interpretative website as described under Stipulation I. B.; and

NOW, THEREFORE, the USAG FWA and SHPO 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. Architectural Recordation: USAG FWA shall ensure that Building 1054 is architecturally recorded following the general guidance of the Historic American Building Survey (HABS) Level II standards prior to the demolition of the building:

1. Historical Report: A HABS Level II Historical Report (Attachment 1) shall be completed for the building.

2. Photographic Recordation: Building 1054 shall be photographically recorded by 35mm black-and-white print. Photographs shall consist of, at a minimum, each elevation, setting, significant interior features, and exterior detailing. A photographic log including the name of the photographer, direction of photo, subject matter, and date will accompany photographs.

3. Drawings: Copies of the original as-builts shall be provided for Building 1054.

B. Interpretative Website: USAG FWA will develop an interpretative website for the historic resources of the Post. This website shall include existing interpretative displays, historic photographs, and shall have interactive components to display information on the historic significance of the resources of FWA. Additional interpretive information will be added to the website if applicable.

C. Construction will follow the Secretary of the Interior Standards where applicable.

D. Alaska Heritage Resources Survey (AHRS) Submittals: USAG FWA shall update AHRS information to reflect *demolition* by providing written documentation to the SHPO no later than sixty (60) days after demolition of Building 1054.

E. Review and submittal procedures for these products are outlined under Stipulation II.

II. SUBMITTALS

A. Architectural Recordation: USAG FWA shall submit Architectural recordation materials (Historical Report, Photographs, and Drawings) to SHPO no later than one year after this MOA goes into effect. Upon receipt of the documentation, SHPO shall provide USAG FWA with review comments no later than 30 days. Final submittal, taking into consideration SHPO comments, shall be no later than 30 days after receipt of review comments. Final submittal shall consist of:

1. Drawings: Full size originals will be maintained by USAG FWA Directorate of Public Works and one 8 1/2 x 11 inch copy to SHPO.

2. Historical Report: Original will be maintained by USAG FWA Cultural Resources program with copy to SHPO.

3. Photographs: Negatives, proof set, and original log will be maintained by USAG FWA Cultural Resources program and a copy of the proof sheet and log sent to the SHPO.

B. USAG FWA shall submit a draft of the interpretive website design and content to SHPO no later than two (2) years after this MOA has gone into effect. Upon receipt of the draft website, SHPO shall provide USAG FWA with review comments no later than thirty (30) days. USAG FWA shall publish the interpretative website within nine (9) months of the receipt of SHPO draft comments.

C. USAG FWA shall update the AHR card information in writing to SHPO no later than sixty (60) days after demolition of Building 1054 in order to reflect *demolition*.

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 or Historian included in "Secretary of the Interior's Historic Preservation Professional Qualification Standards" (Federal Register Vol. 62, No.119, pp. 33719).

IV. 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; or
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(1) 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.

V. 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.

VI. 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 undertakings covered by this MOA, and not completed at time of termination.

VII. 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.

VIII. 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.

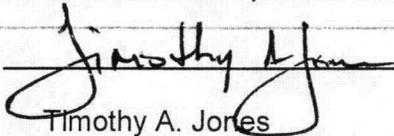
IX. DURATION

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 11 O (f) responsibilities for all undertakings in this program.

US ARMY GARRISON, FORT WAINWRIGHT

BY: _____



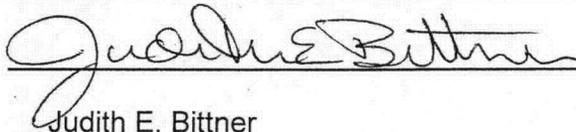
Timothy A. Jones
Colonel, US Army
Commanding

DATE: _____

1 Jun 09

ALASKA STATE HISTORIC PRESERVATION OFFICER

BY: _____



Judith E. Bittner
State Historic Preservation Officer

DATE: _____

June 8, 2009