DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, U.S. ARMY GARRISON FORT WAINWRIGHT
1046 MARKS ROAD #6000
FORT WAINWRIGHT, ALASKA 99703-6000

REPLY TO
ATTENTION OF:

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF THE ARMY AND
THE ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE INSTALLATION OF SYSTEMS TO SUPPORT SIMULATORS IN BUILDING 1557
AT
FORT WAINWRIGHT, ALASKA

FW-MOA-1731

WHEREAS, the United States Department of the Army (Army), acting through the United States Army Garrison Fort Wainwright, Alaska (USAG FW), determined that installation of systems to support Aviation Combined Arms Tactical Trainer and Non-Rated Crew Member Manned Module flight simulators in Building 1557 (FAI-00469) constitutes an Undertaking (Undertaking) subject to Section 106 of the National Historic Preservation Act (NHPA), 54 USC § 306108, and its implementing regulations, 36 CFR § 800, as amended; and

WHEREAS, this Undertaking will involve piercing the interior hangar bay wall for the installation of electrical, communication, grounding, and water lines and some interior modification of three rooms to support this installation; and

WHEREAS, the USAG FW defines the Undertaking's Area of Potential Effect (APE) as Building 1557 (FAI-00469), a contributing resource within the Ladd Field National Historic Landmark (NHL) (FAI-00236) and Ladd Air Force Base Cold War Historic District (HD) (FAI-01288), was determined significant due to its function as a World War II era aviation hangar that was the location of Lend-Lease asset transfer activities and the headquarters of operation for the US Military Cold Weather Test Detachment during this time period; and

WHEREAS, the interior of Building 1557 was determined on 27 February 2012 to contribute to its eligibility as a contributing resource to the NHL and HD; and

WHEREAS, the USAG FW determined that the Undertaking will have an adverse effect on the Ladd Field NHL (FAI-00236) and the Ladd Air Force Base HD (FAI-01288) and consulted with the Alaska State Historic Preservation Officer (SHPO) pursuant to 36 CFR § 800; and

WHEREAS, the USAG FW invited the Advisory Council on Historic Preservation (ACHP) to participate in the consultation and they declined on 25 July 2017; and

WHEREAS, the USAG FW invited the National Park Service (NSP) to participate in consultation and they accepted on 19 June 2017; and

WHEREAS, the USAG FW invited the Fairbanks North Star Borough, a Certified Local Government, to participate in the consultation and they accepted on 21 June 2017 and received additional follow-up information on 11 July 2017; and

2017-01005

WHEREAS, the USAG FW invited the Tanana-Yukon Historical Society to participate in the consultation and they accepted on 21 June 2017; and

NOW, THEREFORE, the USAG FW 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

The USAG FW shall ensure that the following measures are carried out:

I. MITIGATION

A. The USAG FW Cultural Resources staff will provide an update to the Cultural Resources Working Group members regarding the outcome of this Undertaking and the progress of all other mitigation efforts outlined in this Memorandum of Agreement at regular meetings held twice per year.

B. The USAG FW Cultural Resources staff will develop a monograph resulting from research on Army-related locations not located on designated military lands in Fairbanks, North Pole, and the Fairbanks North Star Borough. The purpose of this research and monograph is to acquire and disseminate information that creates a more holistic history of the Army's presence throughout the community and outside the installation fence line during World War II and the Cold War. The study will include information about the buildings and structures that stand today at these off-base sites. The USAG FW will request an Alaska Heritage Resources Survey (AHRS) number from the AHRS Manager for each extant military-related property identified.

1. The USAG FW Cultural Resources staff will provide an outline and plan for the monograph to the SHPO and NPS within one (1) year of the execution of this agreement and work informally with the SHPO staff toward a draft submittal.

2. The USAG FW Cultural Resources staff will submit a draft of the monograph to the SHPO and NPS within two (2) years of the execution of this agreement

3. The SHPO and NPS shall have 30 days from receipt of the draft monograph to review and provide input. This input will incorporated into the final monograph.

4. The USAG FW Cultural Resources staff will submit the final draft of the monograph to the SHPO and NPS within four (4) years of the execution of this agreement. The SHPO will receive thirty (30) copies and NPS will receive two (2) copies.

5. The USAG FW will contract the printing of the finalized monograph and distribute the monograph through avenues established in the Public Outreach Plan and other venues as supplies allow and digitally on the Environmental Division website.

II. POST REVIEW UNANTICIPATED DISCOVERIES

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

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, the USAG FW shall consult with such

party to resolve the objection. If the USAG FW determines that such objection cannot be resolved, the USAG FW will:

B. Forward all documentation relevant to the dispute, including the USAG FW's proposed resolution, to the ACHP. The ACHP shall provide the USAG FW with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the USAG FW 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. The USAG FW will then proceed according to its final decision.

C. If the ACHP does not provide its advice regarding the dispute within the 30 day time period, the USAG FW may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the USAG FW 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. The USAG FW'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, the USAG FW 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 § 800.6(c)(7) and § 800.6(c)(8).

B. If this MOA is not amended as provided for in Stipulation IV, the USAG FW 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, the USAG FW must either (a) execute a new MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 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 the USAG FW funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. § 1341). No obligation undertaken by the USAG FW 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

A. This MOA shall become effective upon execution by the signatories and shall remain in effect until terminated or five (5) years after it becomes effective.

B. If the undertaking is not executed or cancelled by the USAG FW, the Stipulations described Section I. Mitigation will no longer be required.

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

Signatories:

US ARMY GARRISON FORT WAINWRIGHT, ALASKA

By: _____
SEAN N. FISHER
COL, AR
Commanding

Date: 23 AUG 2017

Signatories:

ALASKA STATE HISTORIC PRESERVATION OFFICER

By: _____
JUDITH E. BITTNER
State Historic Preservation Officer

Date: 9-15-2017

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Concurring parties:

NATIONAL PARK SERVICE

By: _____
HERBERT C. FROST, Ph.D.
Regional Director, Alaska Region

Date: 6 Nov 2017

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Concurring parties:

FAIRBANKS NORTH STAR BOROUGH – HISTORIC PRESERVATION COMMISSION

By: _____
ANGELA LINN
Chair

Date: 2017-10-24

TANANA-YUKON HISTORICAL SOCIETY

By: SEE PREVIOUS PAGE
RONALD INOUYE
President

Date: _____

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Concurring parties:

FAIRBANKS NORTH STAR BOROUGH – HISTORIC PRESERVATION COMMISSION

By: SEE NEXT PAGE
ANGELA LINN
Chair

Date: _____

TANANA-YUKON HISTORICAL SOCIETY

By: Ronald Inouye
RONALD INOUYE
President

Date: Aug 25, 2017

ATTACHMENT A
POST REVIEW AND UNANTICIPATED DISCOVERIES PLAN

A. In the course of conducting approved activities, the USAG FW 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 FW Cultural Resource Manager (CRM) can evaluate the resource in coordination with the USAG FW 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. The USAG FW shall notify the SHPO within 24 hours of discovery. In addition, work may resume in affected areas after approval by the CRM and the SHPO. The USAG FW shall notify appropriate Alaska Native tribes regarding applicable discoveries and related actions within three (3) business days, and the USAG FW 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 54 U.S.C. § 300101, et seq., as amended (ARPA). Construction work may continue in the project area outside the archaeological resource area;

C. The USAG FW, the SHPO, and the Alaska Native tribes, 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, the USAG FW, in consultation with the SHPO, and the Alaska Native tribes 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 CFR § 60.4, as amended (the NRHP Criteria), the USAG FW may resume work in the affected area;

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

F. If human remains are inadvertently discovered; the USAG FW shall notify the SHPO within 24 hours of discovery. The USAG FW 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 the USAG FW 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 the USAG FW determines that the remains are not Native American, and do not warrant criminal investigation, the USAG FW shall immediately notify the SHPO and consult with the SHPO to identify descendants or other interested parties, if any. The USAG FW, in consultation with the SHPO and any interested parties, shall develop a plan for the respectful treatment and disposition of the remains

G. If during the course of the undertaking there are any unforeseen or unanticipated effects to historic properties, the USAG FW shall initiate consultation pursuant to 36 CFR § 800.13 to resolve the unforeseen effects.