



REPLY TO
ATTENTION OF:

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

**MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. ARMY GARRISON ALASKA
AND
THE ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING
ARCHAEOLOGICAL EXCAVATION AND MITIGATION
OF THE
MCDONALD CREEK SITE (FAI-02043), TANANA FLATS TRAINING AREA,
FORT WAINWRIGHT, ALASKA**

MOA-WC1SH5-2103

WHEREAS, the original Memorandum of Agreement (MOA) FW-MOA-1409 between U.S. Army Garrison Alaska (USAG Alaska), the Alaska State Historic Preservation Officer (SHPO), and Texas A&M University was executed on 1 July 2014; and

WHEREAS, the first amendment of the MOA Memorandum of Agreement (MOA) FW-MOA-1409 Amendment 1 between USAG Alaska, the SHPO, and Texas A&M University was executed on the 26 May 2016; and

WHEREAS, USAG Alaska proposed to permit Texas A&M University to excavate the McDonald Creek archaeological site (FAI-02043) located on land that USAG Alaska manages; and

WHEREAS, USAG Alaska determined that this was an Undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 CFR § 800; and

WHEREAS, USAG Alaska initiated consultation with the SHPO on 30 December 2020 pursuant to 36 CFR § 800; and

WHEREAS, USAG Alaska defined the Undertaking's Area of Potential Effects (APE) as a 150 meter by 150 meter square area at [REDACTED] northeast of Blair Lakes (Attachment A); and

WHEREAS, USAG Alaska determined that the McDonald Creek site (FAI-02043) is eligible for the National Register of Historic Places (National Register) and the SHPO concurred 9 September 2012; and

WHEREAS, with this second amendment the execution dates of the excavation and research will be extended for seven years; and

WHEREAS, USAG Alaska is a lead federal agency for this undertaking because it has authority to issue an Archaeological Resources Protection Act (ARPA) permit for excavation of an archaeological site on public domain lands and because the Undertaking would take place on withdrawn lands for military use and would require permission from USAG Alaska for access; and,

WHEREAS, USAG Alaska notified and invited Texas A&M University to consult on this Undertaking pursuant to 36 CFR § 800.6(c)2 as they are the applicant for the ARPA permit, and Texas A&M University accepted the invitation to consult and sign this MOA as an invited signatory; and

WHEREAS, USAG Alaska notified and invited the Federally recognized tribes of Village of Dot Lake, Healy Lake Village, Nenana Native Association, Northway Village, Native Village of Tanacross, and Native Village of Tetlin to consult regarding the Undertaking pursuant to 36 CFR § 800.3(f) by letter on 9 February 2016, by follow up phone calls in March 2016, and in the Spring 2016 Quarterly Update Newsletter, and no tribes accepted the invitation to consult nor requested to sign this MOA as concurring parties; and

WHEREAS, USAG Alaska notified and invited the Alaska Department of Transportation, Bureau of Land Management, Cook Consulting, Fairbanks North Star Borough Historic Preservation Commission, Holmes Cultural Resource Consulting, National Park Service, Tanana Chiefs Conference, Tanana-Yukon Historical Society, University of Alaska Fairbanks Department of Anthropology, and University of Alaska Museum of the North to consult regarding the Undertaking on 9 February 2016 pursuant to 36 CFR § 800.3(f) and no consulting parties accepted the invitation to consult, and no consulting parties agreed to sign this MOA as concurring parties; and

WHEREAS, USAG Alaska consulted with the Fort Wainwright Cultural Resources Working Group, a group of interested parties and individuals who meet with the USAG Alaska Cultural Resources staff typically twice a year to discuss and provide input on cultural resources projects at Fort Wainwright; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), USAG Alaska notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination on 5 January 2021 providing the required documentation, and the ACHP chose to not participate in the consultation on 6 January 2021; and

WHEREAS, USAG Alaska provided the public with information on the Undertaking and an opportunity to consult through the USAG Alaska Environmental Website; and

WHEREAS, USAG Alaska proposes to permit Texas A&M University to undertake block excavation (approximately 50 m²), including full documentation of all destructive archaeological activities of the McDonald Creek site (FAI-02043) following the guidelines outlined in the ARPA Permit; and

NOW, THEREFORE, USAG Alaska, Texas A&M University, and the SHPO agree that the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on the historic properties.

STIPULATIONS

USAG Alaska will ensure that the following measures are carried out by the applicant, Texas A&M University:

I. DATA RECOVERY

A. Data recovery activities shall locate, recover, and document significant archaeological information at the McDonald Creek site (FAI-02043) in the 2021-2025 field seasons.

B. The data recovery work will be in accordance with the attached research design and data recovery plan (Attachment B). The research design and data recovery plan have been developed in compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, and the *Advisory Council on Historic Preservation's Treatment of Archeological Properties: A Handbook*.

II. SUBMITTALS

USAG Alaska shall ensure that the following products of data recovery activities are submitted:

1. A draft data recovery report shall be submitted to SHPO within one year after the completion of all fieldwork and analysis. USAG Alaska shall ensure that the report is responsive to professional standards and to the *Secretary of the Interior's Format Standards for Final Reports of Data Recovery Programs* (42 FR 5377-79). Upon receipt, SHPO shall have 30 days to review the draft and submit comments to USAG Alaska.

2. USAG Alaska shall take into consideration SHPO's comments. Submittal of the final data recovery report shall consist of two printed copies sent to SHPO no later than 90 days after receipt of comments.

3. USAG Alaska shall send two printed copies of the final data recovery report to the Library Depository Clerk at the Alaska State Library.

4. An updated Alaska Heritage Resources Survey (AHRs) form shall be submitted to the SHPO within nine months after the completion of all fieldwork and analysis.

III. CURATION

A. All artifacts shall remain the property of USAG Alaska.

B. All artifacts, faunal remains, original field notes, and related materials shall be accessioned to the University of Alaska Museum, complying with federal regulation for curation (36 CFR § 79).

IV. PROFESSIONAL STANDARDS

All work pursuant to this MOA will be developed by or under the supervision of a person or persons meeting the minimum professional qualifications for an Archaeologist listed in the *Secretary of the Interior's Professional Qualification Standards* (36 CFR § 61, Appendix A).

V. ANNUAL REPORTING REQUIREMENT

USAG Alaska will provide the signatories an annual report that summarizes the actions under this MOA by June the following year, for every year this MOA is in effect.

A. Annual reports will include the following information.

1. A printed copy of the yearly interim report outlining the efforts and accomplishments of that field season.
2. Summary of all actions taken under this MOA, including status of meeting all stipulations.
3. Date the data recovery action or project was completed.
4. List of actions scheduled for coming year.
5. Signature of preparer of document.
6. Recommendations to amend this MOA or improve communications among the parties.

B. Review of Annual Report: The SHPO and the interested parties may review each report and provide review comments to USAG Alaska.

1. The SHPO and the interested parties may request additional documentation or further explanations from USAG Alaska.
2. The SHPO and the interested parties must comment and/or request additional documentation within 30 calendar days of receipt of USAG Alaska's report; otherwise,

acceptance will be presumed. Received comments will be used by USAG Alaska to determine if the MOA requires amendment.

VI. POST REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties occur, USAG Alaska will implement the discovery plan included as Attachment C of this MOA.

VII. 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 Alaska will consult with such party to resolve the objection. If USAG Alaska determines that such objection cannot be resolved:

1. USAG Alaska will forward all documentation relevant to the dispute, including the USAG Alaska's proposed resolution, to the ACHP. The ACHP will provide USAG Alaska with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, USAG Alaska will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the signatories, and provide them with a copy of this written response. USAG Alaska will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within the 30-calendar day time period, USAG Alaska may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USAG Alaska will prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA, and provide the signatories and the ACHP with a copy of such written response.

3. USAG Alaska will be responsible for carrying out all other actions that are not the subject of the dispute.

B. If an objection pertaining to this MOA is raised by a member of the public at any time during implementation of any stipulation in this MOA, USAG Alaska will notify the signatories to this MOA and take into account the objection.

VIII. 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 is signed by all of the signatories.

IX. 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 Stipulation VIII.

B. If this MOA is not amended as provided for in Stipulation VIII, USAG Alaska, the SHPO, or the ACHP may propose in writing to terminate this MOA with an explanation of the reasons for termination. If the signatories have found no alternative solution to termination within 30 calendar days after receipt of the written notice, the MOA shall be terminated. If this MOA is terminated, prior to work continuing on the Undertaking, USAG Alaska 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 notify the signatories as to the course of action it will pursue.

X. ANTI-DEFICIENCY ACT

All requirements set forth in this MOA requiring the expenditure of USAG Alaska 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 USAG Alaska under the terms of this MOA will require or be interpreted to require a commitment to expend funds not obligated for a particular purpose.

XI. DURATION

This MOA will become effective upon execution by the signatories and will remain in effect until terminated or seven (7) years after its execution. If all stipulations are not completed prior to such time, USAG Alaska may consult with the signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII.

EXECUTION of this MOA by USAG Alaska, Texas A&M University, and the SHPO, and implementation of its terms evidence that USAG Alaska has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

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MOA-WC1SH5-2103

Signatories:

U.S. ARMY GARRISON ALASKA

By: 
CHRISTOPHER J. RUGA
COL, AG
Commanding

Date: 15 FEB 21

ALASKA STATE HISTORIC PRESERVATION OFFICER

By: 
JUDITH E. BITTNER
State Historic Preservation Officer

Date: March 17, 2021

Invited Signatory:

TEXAS A&M UNIVERSITY

By: 
KELLY GRAF
Professor of Anthropology

Date: March 25, 2021