

MEMORANDUM OF AGREEMENT
BETWEEN
DENALI NATIONAL PARK AND PRESERVE
AND
THE ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE INSTALLATION OF EGRESS WINDOWS IN HOUSING AREA APARTMENT
BUILDING #51 (HEA-00469), DENALI NATIONAL PARK AND PRESERVE

WHEREAS, the Denali National Park and Preserve (DENA) plans to carry out the installation of egress windows in housing area Apartment Building #51 (HEA-00469); and

WHEREAS, the undertaking consists of replacing six single and 36 pair single pane windows with triple windows in the Employee Six Unit Apartment, Building #51 (HEA-00469); and

WHEREAS, DENA has defined the undertaking's area of potential effect (APE) as Building #51 and the surrounding area that the building is visible from, as described in Attachment 001; and

WHEREAS, DENA has determined that the undertaking will result in an adverse effect on HEA-00469, which is eligible for listing in the National Register of Historic Places, and has consulted with the Alaska State Historic Preservation Officer (AKSHPO) pursuant to 36 CFR part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), as amended; and

WHEREAS, in accordance with 36 CFR part 800.6(a)(1), DENA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR part 800.6(a)(1)(iii); and

NOW, THEREFORE, DENA and AKSHPO 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

DENA shall ensure that the following measures are carried out:

I. MITIGATION

- A. Design Standards and Guidelines.

1. DENA shall develop design standards and guidelines specifically to retain the integrity of the Mount McKinley Headquarters Historic District (HD), including buildings and structures within its existing and proposed expanded boundaries, and to ensure new construction and rehabilitation of existing buildings and structures within the HD adhere to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
2. Treatment guidelines shall emphasize maintaining all aspects of historic integrity. It shall also provide an opportunity for DENA to retain the overall historic integrity of the HD when maintenance of existing building requires replacement of non-historic materials.

II. SUBMITTALS

- A. Design Standards and Guidelines. Copies of the Design Standards and Guidelines shall be made a part of DENA permanent record.
 1. Draft copies of the Design Standards and Guidelines shall be submitted to AKSHPO within 18 months after this MOA takes effect. Upon receipt, AKSHPO shall provide DENA with review comments no later than 30 days.
 2. Final submittal, taking into consideration AKSHPO comments, shall be no later than 60 days after receipt of review comments.

III. PROFESSIONAL STANDARDS

All work pursuant to this MOA will be developed by or under the supervision of a person or persons with appropriate professional qualifications. Those employed to implement the stipulations of this agreement shall meet the professional qualifications included in Secretary of the Interior's Historic Preservation Professional Qualification Standards in an appropriate field.

IV. DURATION

This MOA will expire if its terms are not carried out in five (5) years from the date of its execution. Prior to such time, DENA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

V. POST-REVIEW DISCOVERIES

If newly discovered cultural resources are identified during project implementation, or unanticipated effect on historic properties are found, work in that area must stop and the Superintendent notified immediately (36 CFR 800.13). The Native American Graves Protection and Repatriation Act (NAGPRA), requires that if inadvertent discovery of Native American Remains or Objects occurs, activity must cease in the area of discovery, a reasonable effort made to protect the item(s) discovered, and immediate notice made to the Superintendent, as well as the appropriate Native American group(s) and State Historic Preservation Officer (SHPO). Further actions also require compliance under the provisions of NHPA and the Archaeological

Resource Protection Act.

VI. DISPUTE RESOLUTION

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

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

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

C. DENA'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.

VII. AMENDMENTS

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.

VIII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, DENA must either (a) execute an 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. DENA shall notify the signatories as to the course of action it will pursue.

IX. ANTI-DEFICIENCY ACT

DENA's obligations under this Memorandum of Agreement are subject to the availability of appropriated funds, and the stipulations of this Memorandum of Agreement are subject to the provisions of the Anti-Deficiency Act. DENA will make reasonable and good faith efforts to secure the necessary funds to implement this Memorandum of Agreement in its entirety. If compliance with the Anti-Deficiency Act alters or impairs DENA's ability to implement the stipulations of this agreement, the DENA will consult in accordance with the amendment and terminations procedures found at Stipulations VIII and IX of this agreement.

Execution of this MOA by the DENA and SHPO and implementation of its terms evidence that DENA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

DENA

_____ Date
Paul Anderson, Superintendent

State Historic Preservation Officer

_____ Date
Judith E. Bittner, State Historic Preservation Officer