

**MEMORANDUM OF AGREEMENT  
AMONG THE NATIONAL PARK SERVICE,  
DENALI NATIONAL PARK AND PRESERVE  
AND  
THE ALASKA STATE HISTORIC PRESERVATION OFFICER,  
REGARDING KANTISHNA LAND EXCHANGE BETWEEN DENALI NATIONAL  
PARK AND PRESERVE AND DOYON SERVICES INC.**

WHEREAS, the National Park Service (NPS), Denali National Park and Preserve (DNPP) plans to exchange land with Doyon Services, Inc. (Doyon) in the Kantishna area of DNPP, and Doyon would give DNPP the Galena Property (17.82 acres), which it currently owns, in exchange for the title to lands of equal value adjoining its lodge, including the Kantishna Roadhouse; and

WHEREAS, DNPP has defined the undertaking's area of potential effects at 26.42 acres (Attachment A) as the area of lands proposed to be exchanged; and

WHEREAS, DNPP has determined that the undertaking, with the Kantishna Roadhouse transferring out of federal and into private ownership, will be an adverse effect on the the Historic Kantishna Roadhouse (AHRS Site #MMK-0018, National Register No. 100002780, Attachment B) listed in the National Register of Historic Places on August 14, 2018, and has consulted with the Alaska State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. 306108); and

WHEREAS, DNPP has invited consultation with: the Native Village of Cantwell, Native Village of Minto, Nenana Native Association, Nikolai Village, Native Village of Tanana, Telida Village, Tanana Chiefs Conference, Ahtna Inc., Doyon Limited, and Cook Inlet Region Inc. on a possible Memorandum of Agreement (MOA) regarding the effects of the undertaking on historic properties, and has invited them to sign this MOA as a concurring party (letters sent October 18, 2017), and DNPP has received no response; and

WHEREAS, DNPP has invited the following parties to consult; the Denali Citizens Council, Matanuska-Susitna Borough, Denali Borough, Talkeetna Community Council, the Talkeetna Historical Society, and the public (letters sent October 18, 2017), on a possible MOA regarding the effects of the undertaking on historic properties, and DNPP received no response; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), DNPP 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 (letter dated October 23, 2017) pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, DNPP 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

**NPS shall ensure that the following measures are carried out:**

### **I. - III. Stipulations**

- I.** DNPP will ensure that HABS Level 1 documentation of the Kantishna Roadhouse will be completed with the following:
  - A. Submittals:
    - The draft HABS report will be provided to SHPO for a 30 day review and comment period;
    - DNPP within 60 days of receiving SHPO comments will finalize the HABS report
    - SHPO will receive final copy of the completed HABS report within five years of the signing of the MOA, by August 30, 2025
    - The final completed HABS report will be submitted to Library of Congress for digitizing and posting on their website, thereby making the full documentation available to the public
  - II.** DNPP will prepare a brief history, written for the general public, about the Kantishna Roadhouse and its documentation for posting on the park's website, thereby making the history available to the public
    - A. Submittals:
      - The draft history will be provided to SHPO, in Word format (with photos and figures), for a 30 day review no later than 2 years after execution of the MOA.
      - DNPP within 60 days of receiving SHPO comments will finalize history and documentation.
    - B. Website:
      - DNPP shall maintain the Kantishna Roadhouse history on the park's website for no less than five (5) years.
  - III.** The patent for the property to be exchanged out of federal ownership will be subject to the following restrictions to protect the cultural resources on the land in perpetuity. The following stipulations will be incorporated on the patent for the property:
    - A. The Historic Kantishna Roadhouse Site (including the two-story log structure, outhouse, archeological pit feature, and surrounding vegetation):
      - Any work within the site boundary (see attachment B) including work to stabilize, rehabilitate, or reconstruct the two-story structure must meet the *Secretary of the Interior's Standards for Treatment of Historic Properties*, and must be preceded by consultation with the NPS Regional Director, Alaska Region, or his/her designee, in consultation with the SHPO.
      - Removal of the two-story log structure or outhouse or placing contemporary features and/ or removing site vegetation in such a way as to alter the historic integrity of the site will not be undertaken.

- B. Cultural or archaeological resources, other than the 1919 Roadhouse and associated features, remain the property of the United States for administration and disposition by the NPS, and are to be reserved to the United States in patent.
- Discovery of any such cultural or archeological resources shall be reported to the Superintendent of DNPP within seven (7) days of such discovery. Decisions on the disposition of such resources shall be the responsibility of the Superintendent.
  - The NPS may, at its discretion, and subject to the availability of funds, provide at no cost to the patentee, or its successors in interest, assistance with the identification, protection, and preservation of the cultural or archaeological resources.

#### **IV. Standards**

All work within carried out pursuant to this MOA will be performed by or under the direct supervision of a person or persons with appropriate professional qualifications. Historians/ Archeologists/ Architects/ Architectural Historians/ Historical Architects shall meet the professional qualifications included in *Secretary of the Interior's Historic Preservation Professional Qualification Standards* (36 CFR § 61, Appendix A).

#### **V. DURATION**

This MOA, with the exception of stipulation III, concerning the patent on the property, will expire if its terms are not carried out within ten (10 years) years from the date of its execution. Prior to such time, DNPP may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

#### **VI. MONITORING AND REPORTING**

Following the execution of this MOA until it expires or is terminated, DNPP shall provide the SHPO with a summary report detailing work undertaken pursuant to its terms for each year that DNPP carries out work related to this MOA. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in DNPP efforts to carry out the terms of this MOA.

#### **VII. DISPUTE RESOLUTION**

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

- A. Forward all documentation relevant to the dispute, including the DNPP's proposed resolution, to the ACHP. The ACHP shall provide DNPP 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, DNPP 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. DNPP 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, DNPP may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, DNPP 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. It is the responsibility of DNPP to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

### **VIII. 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.

### **IX. 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 signatories 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, DNPP 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. DNPP and shall 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 DNPP 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 DNPP under the terms of this MOA will require or be interpreted to require a commitment to expend funds not obligated for a particular purpose.

- A. If DNPP cannot perform any obligations set forth in the MOA due to the unavailability of funds, the signatories to this MOA intend the remainder of the agreement to be executed.
- B. In the event that any obligation under the MOA cannot be performed due to the unavailability of funds, DNPP 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.

Execution of this MOA by the DNPP and SHPO and implementation of its terms evidence that

DNPP have taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

**SIGNATORIES:**

**DENICE SWANKE**

Digitally signed by DENICE

SWANKE

Date: 2020.08.10 12:40:36 -08'00'

Denice Swanke, Acting Superintendent  
Denali National Park and Preserve

\_\_\_\_\_  
Date



Judith E. Bittner, State Historic Preservation Officer  
State of Alaska



\_\_\_\_\_  
Date



# Attachment A- Area of Potential Effect.



Attachment B has been removed from this public copy of the MOA to protect sensitive cultural site information