

**Memorandum of Agreement  
Among the  
Federal Aviation Administration  
Alaska Department of Transportation & Public Facilities  
Bureau of Land Management  
and  
Alaska State Historic Preservation Officer  
Regarding the Takotna Airport**

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and among the Federal Aviation Administration (FAA), the Alaska Department of Transportation & Public Facilities (DOT&PF), Bureau of Land Management (BLM), and the Alaska State Historic Preservation Officer (SHPO).

**WITNESSETH:**

**WHEREAS**, DOT&PF proposes to construct a new airport in the village of Takotna

**WHEREAS**, the proposed work shall be funded with federal financial assistance made available through FAA and constitutes a federally assisted undertaking; and

**WHEREAS**, DOT&PF and FAA have consulted with BLM and SHPO pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and Section 110(f) of this Act, 16 U.S.C. 470h-2(f); and

**WHEREAS**, DOT&PF, FAA, BLM, and SHPO have determined that the McGrath-Takotna Winter Trail (IDT-0068) is eligible for listing on the National Register of Historic Places and that this undertaking will have an adverse effect upon the trail; and

**WHEREAS**, DOT&PF, FAA, BLM, and SHPO have consulted pursuant to Section 106 of the Act and its implementing regulations, and have reviewed the undertaking to consider feasible and prudent alternatives to avoid or satisfactorily mitigate the adverse effect; and

**WHEREAS**, DOT&PF and FAA have determined that no other airport alternative is deemed feasible and prudent.

**NOW, THEREFORE**, DOT&PF, FAA, BLM, and SHPO agree that the undertakings shall be implemented in accordance with the following stipulations to mitigate impacts and satisfy FAA's Section 106 responsibilities.

## STIPULATIONS

DOT&PF, with oversight from the FAA, shall ensure that the following measures are carried out.

### 1. APPLICABILITY

This MOA applies only to the relocation of the Takotna Airport.

### 2. MITIGATION

2.1 DOT&PF shall ensure that the McGrath-Takotna Winter Trail is documented as noted below. The documentation, to be completed prior to September 2003, shall include the following:

*Interpretative Sign.* DOT&PF shall provide an interpretative sign about the McGrath-Takotna Winter Trail for display at the Takotna Airport or other suitable location in the village. The sign will be produced under a reimbursable services agreement between DOT&PF and the Alaska Office of History and Archaeology. Historical photographs used on the sign shall be copied to be part of the historical record.

*Written Data.* A written history and description shall be completed for the trail.

*Site Plan.* A site plan shall illustrate the location of the trail before and after construction.

*Photographs.* The portion of the McGrath-Takotna Winter Trail to be impacted by the airport shall be photographically recorded with black and white 35mm film. Photographs shall document the existing condition of the trail, including in its immediate setting and noteworthy details. The photographic log shall include the following information: features photographed, the photographer's name, the date the photograph was taken, the location of the photographer, and the direction in which the photograph was taken.

*AHRS Card.* DOT&PF shall prepare an Alaska Heritage Resource Survey (AHRS) card for the trail and provide it to SHPO.

### 3. SUBMITTALS

3.1 DOT&PF, with oversight from the FAA, shall ensure that the products of mitigation activities are submitted to SHPO for comment and verification of completion.

3.2 SHPO shall provide DOT&PF with review comments no later than 15 days after receipt of the documentation.

#### **4. PROFESSIONAL STANDARDS**

All work pursuant to this MOA shall be developed by or under the supervision of a person or persons meeting the minimum professional qualifications for Archeologist or Historian included in "Secretary of the Interior's Historic Preservation Professional Qualification Standards" (Federal Register Vol. 62, No.119, pp. 33719).

#### **5. DURATION**

This MOA shall become effective upon execution by the DOT&PF, FAA, BLM, and SHPO and shall remain in effect for 3 years. The ending date of the MOA may be extended if necessary.

#### **6. OBJECTIONS**

6.1 Should any signatory to this MOA object in writing to the other signatories regarding any action carried out or proposed with respect to the implementation of this MOA, consultation among the signatories shall be initiated to resolve the objections.

6.2 If the objection cannot be resolved through consultation or by amending the MOA as provided in Stipulation 7, the MOA shall be terminated as provided in Stipulation 8.

6.3 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, FAA shall take the objection into account and consult as needed with the objecting party, DOT&PF, BLM, and the SHPO to address the objection.

#### **7. AMENDMENT**

DOT&PF, FAA, BLM, or the SHPO may request that this MOA be amended, whereupon they shall consult in accordance with 36 CFR § 800 to consider such amendment. No amendment shall take effect until it has been executed by the signatories to this MOA.

#### **8. TERMINATION**

DOT&PF, FAA, BLM, or SHPO may propose to terminate this MOA by providing 30 calendar days notice to the other signatories explaining the reasons for the proposed termination. The parties shall consult during this period to seek agreement on amendments or other actions that shall avoid termination.

#### **9. ANTI-DEFICIENCY ACT**

9.1 All requirements set forth in this MOA requiring the expenditure of FAA 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 DOT&PF and FAA under the terms of this MOA shall require or be interpreted to require a commitment to expend funds not obligated for a particular purpose.

9.2 In the event that any obligation under the MOA cannot be performed due to the unavailability of funds, FAA 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 AND IMPLEMENTATION** of this Memorandum of Agreement evidences that FAA and BLM have consulted with the SHPO on this undertaking and its effects on historic properties, mitigated the adverse effects of the undertaking on historic properties, and satisfied Section 106 and Section 110(f) responsibilities.

**AGREED:**

**FEDERAL AVIATION ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name, Title)

**BUREAU OF LAND MANAGEMENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name, Title)

**ALASKA STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name, Title)

**ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name, Title)

