

**ATTACHMENT C:**

**MEMORANDUM OF AGREEMENT  
AMONG THE  
SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM,  
THE DEPARTMENT OF NATURAL RESOURCES, AND THE  
OFFICE OF HISTORY AND ARCHAEOLOGY  
REGARDING THE TRANSFER OF LOT A.S.L.S. 97-63  
AND DEMOLITION OF BUILDING No. 286  
ON JAPONSKI ISLAND, SITKA, ALASKA**

**WHEREAS**, the SouthEast Alaska Regional Health Consortium (SEARHC) is currently leasing and in process of obtaining ownership of Lot A.S.L.S. 97-63 and Penrod Hall Building 286 (SIT-01123) on Japonski Island in Sitka, Alaska, from the State of Alaska, Department of Natural Resources (DNR); and

**WHEREAS**, the undertaking consists of the sale of the lot from DNR to SEARHC and eventual demolition of Building 286 and remediation and abatement of hazards on Lot A.S.L.S. 97-63 by SEARHC; and

**WHEREAS**, the DNR designated the SEARHC as their representative to carryout compliance for AS 41.35.070 of the Alaska Historic Preservation Act; and

**WHEREAS** the SEARHC, in consultation with the Office of History and Archaeology (OHA), has defined the area of potential effect (APE) for this undertaking as the Penrod Hall building and a study area for the building comprised of a 0.25-mile (402 meters) radius of it; and

**WHEREAS**, the lot and building are not within the boundaries of the Sitka Naval Operating Base (SNOB) and U.S. Army Coastal Defenses (USACD) National Historic Landmark (NHL); and

**WHEREAS**, Building 286 was determined to be individually eligible for the National Register of Historic Places under Criterion A, showing areas of significance to local, regional, and national history and eligible as a contributing resource to the SNOB and USACD NHL; and

**WHEREAS**, the SEARHC has determined that the undertaking will have an adverse effect on the historic properties and consulted with the OHA pursuant to AS 41.35; and

**WHEREAS**, the SEARHC has consulted with the OHA, Sitka Historic Preservation Commission (SHPC), the State of Alaska Department of Education, the State of Alaska Department of Natural Resources, the Mt. Edgecumbe High School, and Sitka Tribe of Alaska regarding the effects of the undertaking on historic properties and has entered into this Memorandum of Agreement (MOA) with Office of History and Archaeology (OHA); and

**WHEREAS**, the SEARHC has notified the National Park Service (NPS) of its adverse effect determination with specified documentation and has requested consultation as one of the adversely affected historic properties is a National Historic Landmark; and

**NOW, THEREFORE**, the SEARHC, the DNR, and the OHA agree that the undertaking shall be implemented in accordance with the following stipulations in order to mitigate the effect of the undertaking on historic properties.

## **STIPULATIONS**

The SEARHC shall ensure that the following measures are carried out:

### **I. MITIGATION**

#### **A. INTERPRETATIVE SIGNAGE:**

1. Following the demolition of the building and in conjunction with the Joint Venture Construction Project (JVCP), SEARHC will develop a minimum of three (3) durable interpretative signs to be installed along a walking path in the vicinity of the former SNOB and USACD, detailing the:
  - a. SNOB; and
  - b. Alaska Native Education, Health Care, and Creation of Mt. Edgecumbe School
2. Draft sign designs:
  - a. SEARHC will draft sign designs reflecting sources from the DOE.
  - b. SEARHC will develop in consultation with the consulting parties of the MOA drafts of interpretive displays that will be provided and comments will be due within thirty (30) days from receipt.
    1. SEARHC shall take into account any comments received during the review period and provide the signatories with a revised copy of the interpretive materials in PDF format for final review.
3. SEARHC will install Final interpretive signs/panels, as approved by the Signatories, within six months of the completion of the JVCP project. SEARHC will verify, in writing and photographic documentation to OHA, that the displays are completed and installed near the location.
4. SEARHC will be responsible for maintenance of the interpretive signs for a period of ten (10) years from the date of their installation.

#### **B. HISTORICAL CONTEXT DOCUMENTATION**

1. Following transfer of the properties, in consultation with NPS and OHA, SEARHC will develop a grey literature report documenting the historic context of the Penrod building utilizing the professional standards described in Section III.

### **II. SUBMITTALS**

#### **A. INTERPRETIVE SIGNAGE:**

1. The SEARHC shall submit draft language and graphics for the Interpretive Signs to OHA and other consulting parties no later than five (5) years after execution of the MOA. Consulting parties will provide review comments to the SEARHC within 30 days of receipt.

#### B. ALASKA HERITAGE RESOURCE SURVEY (AHRs) UPDATE

1. When the property is conveyed and demolition is completed, SEARHC will update the AHRs within 30 days by submitting an updated AHRs card and written correspondence to the OHA that identifies the properties by AHRs number and name. The action taken on the property will be included.

#### C. HISTORICAL CONTEXT DOCUMENTATION

1. The SEARHC will submit a draft grey report on the historical context of the Penrod Building to the OHA and NPS no later than five years from the date of property transfer. OHA and NPS will review within thirty days of receipt and provide comments to SEARHC. SEARHC shall take timely comments into consideration when finalizing the report. SEARHC shall distribute the final report to consulting parties no later than six (6) months after receipt of comments.

### III. PROFESSIONAL STANDARDS

Work pursuant to this MOA will be developed by or under the direct supervision of a person or persons with appropriate professional qualifications. The Historic Architect, Architectural Historian, or Historian employed to implement the stipulations of this agreement shall meet the professional qualifications included in "Secretary of the Interior's Historic Preservation Qualification Standards" (*Federal Register* Vol. 62, No. 119, pp.33713).

### IV. DURATION

This MOA will expire ten (10) years from the date of the last signature on this MOA. Prior to such time, the SEARHC may consult with the other signatory to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

### 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, the SEARHC shall consult with such party to resolve the objection.

### VII. AMENDMENTS

This MOA may be amended when an amendment is agreed to in writing by the signatories. The

amendment will be effective on the date a copy signed by all the signatories unless another date is specified.

#### **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, the SEARHC must execute a new MOA pursuant to AS 41.35. SEARHC shall notify all signatories as to the course of action it will pursue.

#### **IX. POST-REVIEW DISCOVERIES**

Should inadvertent discoveries of cultural resources, including human remains, occur during the duration of the project, the SEARHC shall stop construction and take appropriate steps to protect the discovery site. All work will stop in an area adequate to provide for the security, protection, and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. SEARHC will contact OHA within two (2) business days to discuss appropriate next steps, which may include consultation with interested Alaska Native organizations. Work in the immediate area of the discovery will not resume until OHA has evaluated whether the resources should be preserved in the public interest (as specified at Section 41.35.70[d]).

Execution of this MOA by the SEARHC, the DNR and the OHA and implementation of its terms evidence that the SEARHC has taken into account the effects of this undertaking described above on historic properties and satisfied their responsibility under AS 41.35.070.

**SIGNATORIES:**

**SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM**

\_\_\_\_\_ Date: \_\_\_\_\_  
Charles Clement  
CEO  
SouthEast Alaska Regional Health Consortium

**DEPARTMENT OF NATURAL RESOURCES**

\_\_\_\_\_ Date: \_\_\_\_\_  
John Boyle  
Commissioner  
Department of Natural Resources

**ALASKA STATE HISTORIC PRESERVATION OFFICER**

\_\_\_\_\_ Date: \_\_\_\_\_  
Judith Bittner  
Alaska State Historic Preservation Officer  
State of Alaska, Department of Natural Resources