



Knik Arm Crossing Project
MEMORANDUM OF UNDERSTANDING
Implementing the Knik Arm Crossing Section 106 Programmatic
Agreement for the
Matanuska-Susitna Borough

WHEREAS, the purpose of this Memorandum of Understanding, (herein MOU), is to implement Stipulations IV.A.1 and V.A of the Knik Arm Crossing (herein KAC) Project Programmatic Agreement, (herein PA), executed December 29, 2008, pursuant to Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), herein NHPA, and its implementing regulations (36 CFR Part 800), and to establish the respective responsibilities and commitments of the parties for such implementation; and

WHEREAS, this MOU is entered into under the authority of the NHPA, as amended, 16 USC 470 *et. seq* and the National Environmental Policy Act of 1969, as amended, 42 USC 4321 *et. Seq*, herein NEPA; and

WHEREAS, the Federal Highways Administration, herein FHWA, Alaska Division Administrator is the “Agency Official” responsible for compliance with Section 106 of NHPA (16 USC 470) and its implementing regulations (36 CFR 800);

NOW, THEREFORE, the FHWA, the State Historic Preservation Officer for the State of Alaska, (herein SHPO), and the Matanuska-Susitna Borough (herein MSB) hereby promise and agree by and between each other as follows:

I. GENERAL

The parties shall cooperate in implementation of surveys and evaluation of areas sensitive to historical and archaeological sites within the Matanuska-Susitna Borough as identified in the *Knik Arm Bridge and Toll Authority Historic Preservation Plan for Portions of the Matanuska-Susitna Borough (January 31, 2008)*, data gathered during the surveys herein after referred to as Field Verification Project shall be incorporated into the Alaska Heritage Resources Survey data, hereinafter AHRS, and into the Matanuska-Susitna Borough’s Geographic Information System, hereinafter GIS.

- (A) Development of the Field Verification project shall be guided by the Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-44718) for identification and testing procedures as presented in *Guidelines for Evaluating and Registering Archaeological Properties* (National Register Bulletin 2000); and



- (B) The undertaking will enable MSB to create site sensitive models for similar areas that will not be covered by field investigations. Field investigations will also assist MSB staff in their effort to establish historic preservation planning and management “tools” that will guide future land use, historic preservation, and development in areas under their jurisdiction.
- (C) Field data gathered will be incorporated into the AHRS files and into the MSB GIS system. The AHRS inventory database shall be restricted from the general public by the Archaeological Resources Protection Act of 1979 Public Law 96-95, *Archaeological Resources Protection Act of 1979, Sections 9a-b*, and Alaska Statute 40.25.120 (a)(4) (Public Record Disclosures), and Policy and Procedure No. 50200 which states that access to historic, prehistoric, and paleontological site location information contained in the AHRS is closed to the general public.
- (D) All parties shall work together to ensure field activities and office research meet the goals as set in the *Knik Arm Bridge and Toll Authority Historic Preservation Plan for Portions of the Matanuska-Susitna Borough (January 31, 2008)*. All field and research activities shall be detailed in semi-annual reports to the FHWA. At the end of each field season site data will be filed and listed in the AHRS files and MSB GIS site maps and inventory.

II. SPECIFIC DUTIES AND RESPONSIBILITIES

In addition to all other promises and agreements in this MOU, the specific duties and responsibilities of the parties shall be as follows:

- (A) The FHWA shall:
 - (1) Provide funding in the amount of \$ **310,910.00** to MSB for the field survey evaluation and inventory, determination of eligibility of historic sites through both on-the-ground reconnaissance surveys and archival research in addition to transference of the AHRS data to MSB GIS site maps and inventory. This funding will be used by MSB in accordance with the budget in Section 3 of this MOU.
 - (2) Consult and collaborate with the SHPO and MSB throughout the preparation of field data and reports;
 - (3) Immediately after execution of this MOU, it shall be posted on the KAC Project Website for public review. The MOU will demonstrate how federal funding will be used to protect and inventory sites important to MSB and Alaska. Funding for the survey evaluation and inventory will also be used to develop site sensitive models for future work in similar terrain. Site data will be listed in the AHRS files and the MSB GIS data



inventory. All data will be incorporated into reports relating to Phases I and II of the KAC Project.

(B) The SHPO shall:

- (1) Consult and collaborate with the FHWA and MSB throughout the preparation of the field data, listing new sites into the AHRS files and giving MSB the data for their GIS site maps and inventory
- (2) Provide updated AHRS information in GIS shapefile format to MSB one year after the signing of a Reimbursable Service Agreement
- (3) Enter new site information and complete AHRS data entry within one year of receipt of updated site information from MSB field work and research data in addition to providing updated information to MSB for their GIS site maps and inventory.

(C) The MSB shall:

- (1) Implement the scope of work that has been developed in consultation with FHWA and SHPO as identified in Section 3. (3) of this document
- (2) Coordinate MSB field work with the Tribes as per the PA (Stipulation IV.A.2)
- (3) Provide day-to-day operational support for the field surveys that include but is not limited to archival research in addition to incorporating AHRS data into the MSB GIS site maps and inventory.
- (4) Provide semiannual reports regarding field work and research data to the Knik Arm Bridge and Toll Authority (KABATA) Liaison
- (5) Comply with FHWA administrative requirements as included in 49 CFR 18
- (6) Submit field work and research results in a report to be submitted to FHWA within four (4) years of the signing of this MOU

III SCOPES OF WORK

(A) **Field Survey evaluation and Inventory**

- (1) **Purpose.** The purpose of this section of the MOU is to implement field investigations in areas sensitive to both historic and prehistoric sites



identified in the *Knik Arm Bridge and Toll Authority Historic Preservation Plan for Portions of the Matanuska-Susitna Borough (January 31, 2008)*. The field investigations will assist MSB in efforts to establish historic preservation planning and management “tools” such as site sensitive models that will guide future land uses and historic preservation. Information and understanding gained from the field work and ensuing research may be incorporated into the MSB Over-All Comprehensive Plans. GPS readings taken from known AHRS listed sites and sites recovered by surveys will assist in identifying exact locations of all sites in the project area listed in the State AHRS files.

(2) **Guiding Principle.** Through consultation with all parties the Field Verification project shall be executed within the allotted timeframes.

(3) **Specific Scope of Work**

(a) **Meetings**

Meetings to occur under this task shall include:

1. MSB shall meet with SHPO consult with the AHRS for existing sites (listed since the KABATA Preservation Plan was written) in regions slated to be surveyed. MSB shall submit to SHPO maps of areas to be surveyed and inventoried. Most areas will be covered by on-the-ground walk over reconnaissance surveys.
2. MSB shall meet with Tribes to review scope of work; coordinate field work with Eklutna and Knik Village Tribal Council; and schedule joint surveys.
3. Community meetings will take place for consultation in or adjacent to areas proposed for surveys.
4. At the end of each year MSB shall present results of research and field work to SHPO, Tribes, and other interested consulting parties

(b) **Project Deliverables**

1. The document shall include recommendations for the preservation and management of archaeological sites, and landscape features that define the historic character and culture of MSB
2. The document shall address aspects of growth and development in the MSB
3. The project will provide a GIS mapping system and inventory of sites with accurate GPS locations.



(c) Deliverables/Reporting

The following will include:

1. Semi-annual progress report to FHWA, SHPO and the KABATA Liaison (three months following the field season a summary of the field season will be submitted).
2. Project results/presentation for public dissemination

(d) Management

1. MSB shall provide day to day management of field work and research activities
2. MSB is responsible for financial management as outlined in 49 CFR 18.20
3. MSB is responsible for the work carried out under this MOU as outlined in (g) of this section.
4. MSB is responsible for submitting semi-annual progress/performance reports as outlined in 49 CFR 18.40 through 18.44

(e) Administrative Requirements

The MSB shall adhere to administrative requirements outlined in *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (49 CFR 18).

(f) Qualifications

1. The Principal Investigator must meet the Secretary of Interior standards to oversee and carry out the project.
2. The Field crew-chief must have extensive supervisory field experience in Alaska that should include both archaeological excavations and field survey experience.
3. All financial reports shall be submitted by MSB financial accounting offices.
4. The MSB GIS manager shall supervise all transfers of data from the AHRs files to the GIS mapping system and inventory.

(g) Schedule

The MSB Historic Preservation Commission (HPC) and the State Historic Preservation Officer (SHPO) shall be apprised of all activities undertaken and shall review all reports generated by both the field activities and research conducted. See Appendix A for proposed schedule.

(B) GIS Data Incorporation.

- (1) Purpose.** The purpose of this MOU is to implement incorporation of AHRs data into the MSB GIS system.



(2) **Guiding Principle.** The GIS data incorporation shall facilitate preservation of archaeological sites, buildings and landscape features that define the history and culture of the MSB and provide a guide for its growth and development.

(3) **Specific Scope of Work**

(a) **Meetings**

A list of meetings to occur under this task that could include:

1. MSB and SHPO meet to develop a scope of work and schedule for GIS data incorporation
2. Data incorporation from the AHRS to MSB GIS mapping system and inventory shall occur following each field season
3. MSB to present final results of GIS data incorporation to SHPO and other interested consulting parties.

(b) **Conducting GIS Data Incorporation**

A list of tasks that will need to be carried out as part of GIS data incorporation that could include:

1. SHPO will provide updated GIS and AHRS information to MSB
2. MSB to incorporate AHRS data into MSB's GIS mapping system and inventory
3. Following completion of the last field season and the final report SHPO will ensure that MSB has all the pertinent GIS data from their AHRS files.

(c) **Deliverables/Reporting**

A list of deliverables that will need to be submitted as part of GIS data incorporation that could include:

1. Semi-annual progress report to the KABATA Liaison
2. SHPO will provide updated AHRS information in GIS shapefile format to MSB for their GIS mapping system and inventory
3. MSB to supply AHRS data from the Field Verification Project to SHPO
4. Following completion of the Field Verification Project SHPO will provide updated AHRS information in GIS shapefile format to MSB for their GIS mapping system and inventory
5. Present MSB GIS mapping system and inventory incorporating the State AHRS information to SHPO and other interested consulting parties.

(d) **Management**

1. The MSB shall provide day to day management of the GIS data



- incorporation
2. The MSB is responsible for financial management as outlined in 49 CFR 18.20
 3. The MSB is responsible for submitting progress/performance reports as outlined in 49 CFR 18.40 through 18.44
 4. The MSB GIS shall sign an agreement with SHPO that states “access to historic, prehistoric, and paleontological site location information contained in the AHRS and MSB GIS mapping system and inventory is confidential information and must remain closed to the general public.”

(e) Administrative Requirements

The MSB shall adhere to administrative requirements outlined in *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (49 CFR 18).

(f) Qualifications

1. The GIS manager will oversee all activities relating to the transference of data from the state AHRS files to the MSB GIS mapping system and inventory
2. The GIS manager will ensure that the data is appropriately handled and remains confidential.

(g) Schedule.

1. SHPO will provide updated AHRS GIS information to MSB GIS in a shapefile format one year after signing the Reimbursable Service Agreement
2. One year following completion and receipt of the Field Verification Project final report, SHPO will enter updated and new site information and complete GIS data entry and provide the updated information to the MSB in a shapefile format.



IV. MONITORING, MODIFICATION, CONSISTENCY WITH THE PA, AND TERMINATION.

- (A) Monitoring. The FHWA and SHPO may monitor any activities carried out pursuant to this agreement.
- (B) Amendments. Any party to this agreement may request that it be amended.
- (C) Termination. Subject to the payment provisions of the Funding Payment Schedule, any party to this agreement may terminate it by providing 30 days written notice to the other parties, provided that the parties will consult during the period prior to the termination to seek agreements on amendments or other actions that would avoid termination.
- (D) Wherever this MOU contradicts or is inconsistent with the PA, the provisions of the PA shall govern exclusively and such contradiction or inconsistency shall have no force or effect.

V. FUNDING PAYMENTS.

The MSB shall receive payments from funding provided by FHWA as follows:

- (A) Payments shall be made in semi-annual progress payments ~~equal to~~, calculated by utilizing the aggregate percentage of completion of the Field Verification Project and GIS data incorporation.
- (B) Notwithstanding subparagraph V(A) above, the first semi-annual payment shall be made as soon as possible after the effective date of this MOU in an amount equal to one-sixth of the aggregate total provided for the Field Verification Project and GIS data incorporation, for the purpose of providing start-up funds for commencement of the Field Verification Project and GIS data incorporation.
- (C) All payments, except the initial payment provided for in subparagraph V(B), shall be made on or before the 15th day of the sixth month following the first payment. ~~of the calendar and only at the end of each half calendar year, beginning with the first twelve months after the initial payment is made as written above in subparagraph V(B).~~
- (D) Progress payments shall be subject to and payable only upon the review and approval of the progress reports by KABATA's Liaison Officer and such FHWA Division personnel as the latter may direct.



- (E) Separate progress reports shall be provided for the Field Verification Project and GIS data incorporation on or before the 15th day of the last month of each half calendar year beginning in the first full half year after the effective date of this MOU. Progress reports reviewed and approved by KABATA's Liaison Officer shall be a condition precedent to any payment of funds to the MSB.
- (F) Should this agreement be terminated prior to the completion of the Field Verification Project and GIS data incorporation, all progress payments shall cease except for an amount equal to a percentage of completion prior to termination that has not been previously paid.
- (G) If KABATA's Liaison Officer or the designee of the FHWA determines that insufficient progress has been made or that the work performed is unsatisfactory, the KABATA Liaison Officer in coordination with the designee of FHWA shall advise the MSB of the deficiency and the actions the MSB may take to correct the deficiency to an extent the work may be included in the next progress payment.



SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

By: David Miller 6-25-09
David Miller, Division Administrator Date

STATE HISTORIC PRESERVATION OFFICER

By: Judith Bittner 7-1-09
Judith Bittner, Alaska SHPO Date

MATANUSKA-SUSITNA BOROUGH

By: John Duffy 6-23-09
John Duffy, Borough Manager Date



APPENDIX - A

First Winter- Early Spring

- A qualified archaeologist will conduct research in libraries, museums and in state, federal and MSB land records
- Consult AHRS records for existing sites to be verified in the field with a GPS reading
- Review development projects slated for locations within and surrounding the Area of Potential Effect as identified in the 2007 *Knik Arm Bridge and Toll Authority Historic Preservation Plan*.
- Meet with Eklutna and Knik Village Tribal Councils to discuss findings and coordinate proposed field surveys; such as areas and percentages to be covered.
- Meet with local communities for their input
- Collection of oral narratives from both the Native and Euro-American community may be necessary to understand land uses.
- Send out letters of request for permission to enter private property at a convenient time for the owner
- Identify locations to be surveyed based on research and reviews of development projects
- Meet with MSB Historic Preservation Commission hereon referred to as HPC and with SHPO regarding proposed field work areas
- Send FHWA and KABATA Liaison semi-annual report on winter research and proposed field activities with financial report

Late Spring- Summer

- Carry out field surveys in identified areas. A crew of three shall carrying out on the ground walk-over reconnaissance surveys with shovel testing in addition to conducting surveys of the built environment.
- Data shall be collected according to standard archaeological methods
- Existing and new sites shall be verified by GPS readings

First Fall

- Continue field work as long as possible.
- At the end of the season, report to SHPO and inventory new sites for the State AHRS files.
- New site information shall be incorporated into MSB GIS site maps and inventory.
- Start writing Phase I of the report to include evaluation and inventory of sites located during the field season in addition to complications that might have arisen.
- Submit report on research and recovered field data to MSB HPC and SHPO for comments and feedback



- Send FHWA and KABATA Liaison semi-annual Phase I report with financial report

Second Winter – Early Spring

- Meet with Eklutna and Knik Tribal Village Council to share information recovered during the field season
- Meet with SHPO, Eklutna and Knik Tribal Village Councils in a joint session to discuss field data
- Meet with community members and give a presentation on information gleaned over the field season
- Incorporate comments received from MSB HPC and SHPO
- Continue Phase I report; evaluate and report on sites recovered during the field season, addressing the Historic Landscape
- Review development projects within Community Councils as identified in the 2007 *Knik Arm Bridge and Toll Authority Historic Preservation Plan*
- Continue with research for the following field season.
- Meet with Eklutna and Knik Tribal Village Council to identify and coordinate areas to be surveyed during the upcoming field season; make necessary changes if needed from results of the previous season
- Send out letters of request for permission to enter private property at a convenient time for the owner
- Keep MSB HPC apprised of all activities
- Send FHWA and KABATA Liaison semi-annual report on research and proposed field data with financial report

Second Late Spring - Summer

- Carry out field work identified over the winter and early spring
- Coordinate field work with Eklutna and Knik Village Tribal Councils
- A crew of three shall examine areas by carrying out on the ground walk over reconnaissance surveys with shovel testing; in addition to conducting surveys of the built environment
- Data shall be collected according to standard archaeological methods
- Existing and new sites shall be verified by GPS readings

Second Fall

- Continue field work as long as possible.
- At the end of the season, report to SHPO and inventory new sites for the State AHRS files.
- New site information shall be incorporated into MSB GIS site maps and inventory.
- Start writing Final report incorporating information from Phase I of the report, addressing all aspects of the field and archive research.
- Send FHWA and KABATA Liaison semi-annual report on research and recovered field data with financial report



Third Winter – Early Spring

- Meet several times with Eklutna and Knik Tribal Village Council to share information recovered during the field season. Discuss the particulars to be included in the report and coordinate the information
- Continue archival research and evaluation on buildings, structures and landscapes identified during the field seasons
- Continue reviewing development projects to be surveyed in the following summer
- Based on work accomplished over two field seasons assist in developing a site sensitive models for future archaeological work to be conducted in the same and similar regions
- Incorporate GIS information into the final document

Send FHWA, SHPO and KABATA Liaison semi-annual report on accumulated research, AHRS transfers to MSB GIS mapping systems and inventory with financial report.

Late Spring –Summer

- Collect all the data and incorporate them into the report.
- Work with the graphics designer for detailed illustrations
- Assemble photographs and maps needed for the final document
- Ensure that all AHRS files pertinent to the research area are incorporated into the MSB GIS map system and inventory
- Complete draft of project report and submit to MSB HPC and SHPO for comments
- Ensure that existing and new sites are verified by GPS readings

Third Fall

- Incorporate comments into final document and submit to FHWA, SHPO, MSB HPC, and KABATA Liaison
- Send FHWA the sign-off document regarding transference of AHRS information to MSB GIS mapping system and inventory with final financial report



BUDGET: Break down of cost

<u>Personal Services</u>	<u>Total</u>
GIS Manager	
Meetings, reports, project oversight	
40 hours @ \$50 per hour	\$ 2,000.00
GIS Technician	
AHRS MSB GIS conversion/integration	
Updating- 220 hours @ \$35 per hour	\$ 7,700.00
<u>Supplies</u>	
Map production for meetings: estimate	<u>300.00</u>
Subtotal	\$ 10,000.00
<u>Personal Services</u>	<u>Total</u>
Cultural Resources	
Archaeologist to conduct research,	
Review KABATA generated land activities,	
write reports, document and evaluate sites.	
3 years @ \$34 per hour	\$212,160.00
2 additional archaeologists	
to conduct field surveys as outlined	
in the “scope of work.” 16 wks per year.	
2 yrs. @ \$34 per hour	\$ 87,040.00
Graphics personnel	
Illustrations-maps	
38 hours @ \$45 per hour	\$ <u>1,710.00</u>
Subtotal	\$300,910.00
TOTAL	\$310,910.00