

**MEMORANDUM OF AGREEMENT
BETWEEN THE U. S. GENERAL SERVICES ADMINISTRATION
AND THE MONTANA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE INSTALLATION OF RADIATION PORTAL MONITORS
AT CHIEF MOUNTAIN LAND PORT OF ENTRY**

This Memorandum of Agreement (the "Agreement") is made as of this 23rd day of February 2009, by and between the United States General Services Administration ("GSA"), by and through its authorized representatives, and the Montana State Historic Preservation Officer ("SHPO"), by and through its authorized representative, (hereinafter referred to collectively as the "Signatories" or individually as a "Signatory"), pursuant to Section 106 of the National Historic Preservation Act ("NHPA"), 16 U.S.C. 470f, and its implementing regulations at 36 CFR Part 800.

WHEREAS, GSA has recently completed the design and review for installation of radiation portal monitors ("RPMs") at the Chief Mountain Land Port of Entry ("LPOE") at the Montana international border in Glacier National Park, which is in the custody and control of Glacier National Park, National Park Service ("GNP") and occupied by the United States Customs and Border Protection ("CBP") under the license dated April 6, 1938, issued by the United States Department of the Interior. The Chief Mountain LPOE, which contains, among other things, the Chief Mountain Border Station ("Border Station"), is listed on the National Register of Historic Places, and is in the custody and control of the GSA; and,

WHEREAS, the GSA has the need to install RPMs for CBP at the LPOE ("Undertaking"). The RPMs are being installed for the purpose of conducting non-intrusive screening of cargo shipping containers and vehicles entering the United States. It has been determined that this installation of RPMs represents an "Undertaking" as defined in 36 CFR 800.16(j) which may result in "Adverse Effects" to "Historic Properties" as discussed in 36 CFR 800.5; and

WHEREAS, GSA has consulted with the SHPO and GNP pursuant to 36 CFR Part 800 regarding the RPM installation at LPOE and the adverse effects of such Undertaking on the Chief Mountain LPOE, including without limitation the Border Station, pursuant to 36 CFR Part 800; and,

WHEREAS, GSA and GNP agree that GSA is designated as the lead federal agency for this Agreement, and that GSA has agreed to act on behalf of GNP and GSA to fulfill their collective responsibilities under 36 CFR Part 800 and Section 106 of the NHPA for this Undertaking.

NOW, THEREFORE, GSA and the SHPO agree as follows:

I. As to the RPM installation at the LPOE, the consultation process under 36 CFR Part 800 and Section 106 of the NHPA for the development of this Agreement for the Undertaking has concluded. GSA shall ensure that the following stipulations are completed in order to mitigate the effect of the Undertaking on the Border Station.

II. AGREED STIPULATIONS

1. GSA shall ensure that the following measures are carried out affecting the LPOE:
 - A. GSA will complete a Building Preservation Plan (BPP) by September 30, 2012, for the Border Station, following the Secretary of the Interior's Standards for Rehabilitation.
 - B. The RPMs installed at the LPOE will be painted "Park Service Brown" to assist in blending in with the Border Station and its landscape.
 - C. The RPMs will be installed at a location to be furthest from the Border Station while still being able to function as designed and still being within the LPOE property limits.
2. SHPO and GNP will timely review and comment on the BPP at its draft stage so that GSA has sufficient time to meet the September 30, 2012, deadline. SHPO and GNP each will receive one hard copy of the draft BPP and one hard copy of the completed BPP.
3. Duration. The duration of this Agreement for LPOE is until December 31, 2012.
4. Dispute Resolution. If the SHPO objects at any time to GSA's implementation of this Agreement, the SHPO shall so notify GSA in writing, and GSA shall consult with the SHPO to resolve the objection. If GSA determines, within 30 days, that such objection cannot be resolved, GSA will:
 - A. Forward all documentation relevant to the dispute to the Council. Upon receipt of adequate documentation, the Council shall review and advise GSA on the resolution of the objection within 30 days. Any comment provided to GSA by the Council, and all comments to GSA from the SHPO, will be taken into account by GSA in reaching a final decision regarding the dispute.
 - B. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, GSA may render a decision regarding the dispute. In reaching its decision, GSA will take into account all comments regarding the dispute from the SHPO.
 - C. GSA will notify the SHPO of its decision in writing before implementing that part of the Undertaking subject to dispute under this stipulation. GSA's decision will be final.
5. Noncompliance, Amendments and Termination. If the SHPO determines that the terms of the Agreement are not being or cannot be carried out, the SHPO and GSA shall immediately consult with each other to develop an amendment to this Agreement pursuant to 36 CFR Sections 800.6(c)(7) and 800.6(c)(8). If the Signatories execute an amended Agreement, GSA will file it with the Council. If the Signatories cannot agree to appropriate terms to amend the Agreement, any Signatory may terminate the Agreement. GSA shall execute an agreement with the SHPO in accordance with 36 CFR §800.6(c)(1) or request the comments of the Council in accordance with 36 CFR §800.7(a).
6. Availability of Funds. This Agreement is subject to applicable laws and regulations. Fulfillment of this Agreement by GSA is subject, pursuant to the Anti-Deficiency Act, 31 U.S.C. §§ 1341 et seq., to the availability of funds. This Agreement is not an obligation of funds in advance of an appropriation of such funds, and it does not constitute authority for the

expenditure of funds. If GSA does not have sufficient funds available to fulfill the stipulations of this Agreement, GSA shall so notify the SHPO and shall take such actions as are necessary to comply with all requirements of 36 CFR Part 800. Nothing in this Agreement shall be deemed to authorize an expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341 et seq.

7. Notice to GNP. GSA will provide written notice to GNP regarding any amendments to this Agreement or any disputes between GSA and SHPO under this Agreement.

8. Signatures. Execution of this Agreement by the Signatories, the filing of this Agreement with the Council, and implementation of its terms evidence that GSA has taken into account the effects of this Undertaking on historic properties, afforded the SHPO and the Council an opportunity to comment, and fully complies with 36 CFR Part 800 and Section 106 of the NHPA.

IN WITNESS WHEREOF, the Signatories hereto have caused this Agreement to be executed by their proper and duly authorized officers.

Signatories:

GENERAL SERVICES ADMINISTRATION

By: Scott Conner Date: 2/23/09
Scott Conner
Acting Assistant Regional Administrator, Public Buildings Service
Rocky Mountain Region

MONTANA STATE HISTORIC PRESERVATION OFFICE

By: Mark Baumler Date: 3/4/2009
Mark Baumler
Montana State Historic Preservation Officer

Concurring Party:

**GLACIER NATIONAL PARK
NATIONAL PARK SERVICE**

By: Stephanie R. Davis Date: 3-3-09
Superintendent