

**MEMORANDUM OF AGREEMENT (MOA)  
AMONG  
MARINE CORPS BASE (MCB) HAWAII,  
THE  
HAWAII STATE HISTORIC PRESERVATION OFFICER (SHPO), AND  
ADVISORY COUNCIL ON HISTORIC PRESERVATION (ACHP)  
REGARDING  
THE PROPOSED CONSOLIDATED AND ADJOINING FACILITY FOR  
MARINE CORPS FORCES PACIFIC OPERATIONS AND JOINT COMMAND  
COMPLEX,  
MARINE CORPS BASE HAWAII CAMP SMITH**

WHEREAS, Marine Corps Base (MCB) Hawaii proposes to demolish Buildings 2AA, 2C, 3AA, 3B, 4, 5, 5A, 6, 17, 81, and 82 to construct a new consolidated and secured adjoining facility; and, rehabilitate Buildings 1, 1A, 1B, 2D, 3A, and 80 for Marine Corps Forces Pacific (MARFORPAC) Operations and Joint Command Complex (hereafter referred to as the “Undertaking”);

WHEREAS, the Undertaking would consolidate and co-locate MARFORPAC Operations Command, Special Operations Command Pacific (SOCPAC), and Joint Interagency Task Force (JIATF)-West (hereafter, Joint Command) at Camp Smith on the Island of O‘ahu to provide an adequate, consolidated, secure, and efficiently configured facility; and

WHEREAS, per 36 CFR §800.4(a)(1) MCB Hawaii has initially established the Undertaking’s area of potential effects (APE) as the immediate area surrounding each facility as shown on the map in Appendix A and Consulting Parties acknowledge there may be visual effects as yet undetermined to properties outside the APE; and;

WHEREAS, throughout this agreement, Buildings 1, 1A, 1B, 2C, 2AA, 2D, 3A, 3AA, 3B, 4, 5, and 5A are collectively designated as the “Building 1 Complex”. Other adjacent buildings affected by the Undertaking include Buildings 6, 17, 80, 81, and 82. Buildings 6, 17 and 82 are not eligible for the National Register of Historic Places (NRHP). Buildings 1, 1A, 1B, 2C, 2AA, 2D, 3A, 3AA, 80 and 81 are eligible for listing on the NRHP under criteria A and C; and Buildings 3B, 4, 5, and 5A are eligible for the NRHP under criterion A; and

WHEREAS, the Building 1 Complex played a significant role during World War II (WWII) as part of a recuperation/rehabilitation hospital campus known as Aiea Heights Naval Hospital, which fostered troop recovery. It was an “Industrial Occupational Therapy” complex and included farming, carpentry, mechanics, clerical duties, laundry duties and recreational facilities as part of the recovery program. Within the hospital complex were sun rooms, a library, an auditorium, 6-lane bowling alley, game rooms, lounges and writing rooms. It was the largest military hospital outside of the continental United States and designed by a renowned local architect, C.W. Dickey; and

WHEREAS, there are other extant buildings from the original hospital campus (Buildings 20 and 306) that are considered individually eligible for the NRHP that fall outside of the APE, and should be accounted for in the design considerations of the Building 1 Complex; and

WHEREAS, after WWII, the Building 1 Complex became the headquarters of Commander in Chief Pacific (CINCPAC) and adjacent buildings (Building 80, 81, and 82), built in the late 1960s, became the Command Operations Center (COC) for CINCPAC. Building 80 is a monolithic, windowless, freestanding, concrete bomb-proof building. Building 80 will become an integral part of Building 1 Complex Annex and will no longer be a freestanding building, causing a substantial loss of historical setting and integrity as a Cold War complex. This COC played a significant role during the Cold War period; and

WHEREAS, MCB Hawaii has studied various alternatives to avoid, minimize, and mitigate adverse effects to these historic properties; and

WHEREAS, pursuant to 36 CFR §800.5(a)(1), MCB Hawaii has determined that the Undertaking, which will demolish Buildings 2AA, 2C, 3AA, 3B, 4, 5, 5A, 6, 17, 81, and 82 to construct a consolidated and secured adjoining facility; and, rehabilitate Buildings 1, 1A, 1B, 2D, 3A, and 80; will have a direct adverse effect on historic properties; and an indirect adverse effect to the Aiea Heights Naval Hospital site as a whole; and

WHEREAS, MCB Hawaii has awarded a contract to conduct a parking study of the subject area in September 2014 that is slated for completion by October 2015 to be an integral part of the landscape survey; and

WHEREAS, there are no known archaeological resources eligible for the NRHP within the APE; and

WHEREAS, the Office of Hawaiian Affairs has been invited but has respectfully declined to participate; and

WHEREAS, MCB Hawaii has consulted with the Hawaii State Historic Preservation Officer (SHPO) to resolve adverse effects on historic properties; and

WHEREAS, pursuant to 36 CFR §800.6(a)(1) of the NHPA, 16 U.S.C. 470h-2(f), MCB Hawaii has notified the Advisory Council on Historic Preservation (ACHP) and the ACHP has agreed to participate in this consultation; and

WHEREAS, pursuant to 36 CFR §800.6(c)(3), MCB Hawaii has invited Historic Hawaii Foundation (HHF) and National Trust for Historic Preservation (NTHP) to participate in the consultation and to sign this MOA as Concurring Parties; and

WHEREAS, MCB Hawaii will continue to work with the consulting parties to identify and preserve contributing elements of the historic landscape, and new landscapes created by the demolition of historic properties, including open spaces; and

WHEREAS, MCB Hawaii will be conducting public outreach for this Undertaking through the NEPA process and associated environmental assessment.

NOW, THEREFORE, MCB Hawaii, the SHPO, and the ACHP agree that MCB Hawaii shall ensure that the following stipulations are implemented in order to take into account the effects of the Undertaking on historic properties.

### STIPULATIONS

MCB Hawaii shall implement the following stipulations:

#### I. PROFESSIONAL QUALIFICATIONS

- A. If any archaeological tasks are required during implementation of the Undertaking, all work pertaining to the identification and treatment of archaeological resources, including sites and objects, will be carried out by, or under the direct supervision of, a person or persons meeting the professional qualification for archaeology as found in "The Secretary of the Interior (SOI) Historic Preservation Professional Qualification Standards" (SOI Qualification Standards), per Federal Register, Vol. 62, No. 119, page 33712, June 1997, hereinafter noted as Qualified Archaeologist.
- B. A Historical Architect (hereinafter, MCB Hawaii Historical Architect), who shall be an individual not affiliated with the design or construction contract that meets the SOI Qualification Standards shall be a key member of the design team and shall approve designs and subsequent changes to ensure adherence to design guidelines.
- C. An SOI qualified Historical Landscape Architect is required to oversee and develop the Historic Landscape Study.
- D. This will be a Design Bid Build procurement with two separate contract actions. One design contract and team, and another construction contract and team. Both shall have a SOI qualified Historical Architect to provide technical advice and oversight. A Design and Construction Team Historical Architect will be required under the design and construction contracts and shall ensure that work on Building 1 Complex meets the Secretary of the Interior's Standards for Rehabilitation. In addition, all functional analysis concept design (FACD), design, and construction work on a historic buildings will be developed with review, input, and approval from the Design and Construction Team Historic Architects in coordination with MCB Hawaii's Cultural Resource Managers (CRM).
  1. In consultation with the MCB Hawaii CRM, the Design Team Historical Architect shall document a brief record of project decisions and concurrence

of project conformance with the Secretary of the Interior's Standards for Rehabilitation at each of the following key design stages: conceptual phase, 35%, 65% and 100%. This record will be made available for Signatories and Concurring Parties.

2. MCB Hawaii CRM and the Construction Team Historical Architect shall assure the restoration work complies with the Secretary of Interior Standards and the rehabilitation work and the construction of the Annex will comply with stipulations here within.
3. MCB Hawaii shall keep project records and concurrence as part of the NHPA consultation record and shall make this documentation available to consulting parties upon request.

## II. DESIGN GUIDELINES

### A. Design Guidelines for New Construction

1. MCB Hawaii shall construct a new three/four-story annex, hereafter referred to as the "Annex", adjacent and connected to the Building 1 Complex.
  - a. The "Annex" shall be designed and constructed substantially in the form and location as the conception design exhibit in Appendix C. The design shall provide for the integration of historic character defining features through sensitive selection of architectural detailing and compatible material selection.
  - b. The design of the Annex shall be sensitive to and compatible with the adjoining Building 1 Complex in terms of scale, massing, and exterior materials while remaining similar in character but distinct as new construction from the historic architecture.
  - c. The Annex's building height shall not exceed four stories to minimize the visual impact to the Building 1 Complex and adjacent NRHP eligible Building 20.
  - d. The configuration of the Annex shall be designed to minimize its visual impact to the Building 1 Complex, provide adequate vehicular and pedestrian access, and the least obtrusive footprint.
  - e. The Annex's exterior architectural design shall be consistent with the existing Building 1 Complex exterior elevations to minimize visual impact to the historic buildings.
  - f. Site plan design stipulations shall be based on the Historic Landscape Study (HLS) per Stipulation IIIA. Site plan design shall include location of entries, parking, open space and landscaping at conceptual level of detail. The annex shall be located to the north of the historic Building 1 Complex and shall not enclose or encroach on the east, south or west setback areas (see Stipulation II B.1. (e) – (f)) or facades. The Annex may be connected to the north façade, provided that any physical connections minimize demolition, new openings or other harm to historic fabric of the Building 1 Complex.

- g. Exterior Doors: Doors in the Annex shall retain the scale and proportion of the original historic doors in the Building 1 Complex, including maintaining similar door and hardware profiles.
  - h. Windows: Windows in the Annex shall match the architectural detailing, scale and proportion of the existing historic windows in the Building 1 Complex in terms of the original window type, color and transparency of glass, and glazing pattern. The placement of new windows shall be consistent and compatible with the existing window pattern of the Building 1 Complex. Color selection for the new Annex shall match the Building 1 Complex but some distinction between the NRHP-eligible facility and the Annex is required whether by a "joint", material, color or texture.
2. Parking at Camp Smith
- a. Parking is a problem for all tenant commands at Camp Smith. A parking study is required to fully understand the need and deficiency by all tenants, and to set the requirements for designing a solution. In accordance with Stipulation III.A.4.ii below, the HLS' recommendations regarding parking will be incorporated into the parking study.
  - b. Parking structure(s) is restricted to the north of the Annex and shall not be located in the open space buffer area adjacent to the Building 1 Complex (see Appendix C site plan) and as noted in Stipulation II.B.1.e and f. Any parking structure shall be no higher than the roof line of the Annex and not to exceed the allowable height requirement by 15% without concurrence by the consulting parties. Design of the parking structure shall be subject to the same design standards and review process as the Annex (see Stipulation II.A for the Annex and II.B. f for location of interim parking).
  - c. Parking study results will be presented to consulting parties during the annual status meeting noted in Stipulation VI.C.

B. Rehabilitation of NRHP Eligible Buildings (Buildings 1, 1A, 1B, 2D, 3A, and 80)

- 1. MCB Hawaii shall ensure that all work on Buildings 1, 1A, 1B, 2D, 3A shall be designed and executed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
  - a) The Building 1 Complex shall maintain overall massing, with simple rectilinear building shapes (e.g. previous wards) connected by windowed corridors (Buildings 1A and 1B); and a porte cochere at the entry. The porte cochere shall maintain a flat concrete roofline and massing of support columns. On the Building 1 Complex and visible above the port cochere, the vertical pilaster's size and pilaster rhythm shall be maintained. The Building 1 Complex roof shall remain flat and retain a flat concrete overhang at each floor, and retain smooth concrete surfaces on the exterior. Buildings 2D and 3A shall maintain semi enclosed concrete stairwells and distinct sunrooms on the south end of each ward.

- b) Building 1 Complex's Exterior Doors: All exterior doors and appurtenances shall conform to Secretary of Interior's Standards and historic preservation guidelines, and applicable anti-terrorism/force protection (AT/FP) design criteria with intent to maintain the historic character of the WWII hospital.
  - c) Building 1 Complex's Windows: All exterior window systems and appurtenances shall conform to historic preservation guidelines and applicable AT/FP design criteria with intent to maintain the historic character of the WWII hospital. Rhythm of window openings and fenestration style and material shall be maintained and retained.
  - d) The Building 1 Complex shall be painted to match the original color scheme of the Building 1 Complex and future repainting shall follow the paint color selection guidelines according to the Camp Smith Installation Appearance Plan (IAP).
  - e) The open area created by the demolition of historic buildings, 3AA and 3B shall be developed as an open space buffer between the historic wing (Building 3A) and future development at Camp Smith. The open area created by the demolition of historic Building 2AA and 2C shall be developed and maintained as an open space buffer between the historic wing (Building 2D) and future development at Camp Smith. The site plan shall include landscaping, ground cover, perimeter trees and other finishes to provide a view shed to the remaining historic buildings. The open space may be used as a parade ground, park or passive recreational amenity.
  - f) The open area created by the demolition of historic Building 2C may be used as surface parking until a parking structure is built at the location described in II.A.2.b above, at which time the open area at Building 2C will be reclaimed as open space per Stipulation II.B.1.e. The main entry to Building Complex 1 (i.e. south elevation) shall retain the port cochere and formal entry. Parking and hardscape surfaces shall remain unchanged based on original site plan of historic hospital.
2. MCB Hawaii shall ensure that most of the extant Cold War character-defining features of Building 80 shall be preserved. This building is a monolithic, windowless, freestanding, concrete bomb-proof building. Building 80 will become an integral part of the Annex and will no longer be a freestanding building. To mitigate the loss of this significant character defining feature, MCB Hawaii will implement the following:
- a) Building 80 shall be preserved in place and although it will become an integral part of the Annex, the design shall distinguish the difference between the new Annex and Building 80, e.g. color, expansion, design layout, etc. .
  - b) Building 80's other character-defining features shall be identified and maintained.

- c) Design shall include a design demarcation/s between this Building 80 and the new Annex in remembrance of this freestanding historic structure.

C. Design Review Process

1. Each phase of the Undertaking shall comply with the Design Review Process described herein.
2. Design Team Historical Architect shall coordinate work with MCB Hawaii's CRM or Historical Architect at key design stages: conceptual, 35%, 65% and 100%. The scope of work shall include but not be limited to review packages containing plans, sections, elevations, colors, and materials. The Design and Construction Team Historical Architect/s shall document project design and construction decisions to ensure conformance to the Secretary of the Interior's Standards for Rehabilitation for the NRHP eligible buildings and compatible and harmonious design of the new construction as it relates to the historic properties, and, provide summary documents at key design stages for review and approval to the MCB Hawaii's Historical Architect/Base CRM.
3. MCB Hawaii shall provide the opportunity for the Signatories and Concurring Parties to this MOA to review project designs at conceptual design, 35%, 65%, and 100%, specific to the above design guidelines. MCB Hawaii shall provide review packages containing plans, sections, elevations, colors, and materials. Reviewing parties shall have thirty (30) calendar days from receipt of the packages to provide comments to MCB Hawaii. If requested by the Signatories or Concurring Parties, a teleconference or meeting will be organized and convened by MCB Hawaii to review the drawings. MCB Hawaii shall take into account all timely comments provided by the Signatories and Concurring Parties prior to finalizing the design. If comments include objections and are received within 30 days, ACHP will be included via teleconference to assist in an amicable resolution. If the dispute cannot be resolved, MCB Hawaii shall follow Stipulation VIII. If Signatories and Concurring Parties do not respond in writing to MCB Hawaii within 30 days after receipt of the package, MCB Hawaii may proceed with the design.
4. All design modifications and/or improvements to the historic buildings proposed by the Design and Construction Team Historical Architect shall be reviewed, coordinated, approved by the MCB Hawaii CRM or MCB Hawaii's Historical Architect and documented, to ensure the design and construction is reviewed and exceeds or meets the criteria specified under this MOA by the Signatories and Concurring Parties.

III. PRESERVING LANDSCAPES

- A. Within one year of the execution of this MOA, MCB Hawaii shall complete a historic landscape study (HLS) of Camp Smith installation by a SOI qualified historic landscape architect per Stipulation I. The HLS, including implementation

of the preservation recommendations identified therein shall be mitigation for the demolition of the two wings and will be developed in accordance with the "National Park Service Guide to Cultural Landscape Reports" and also the "Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Historic Landscapes".

1. HLS shall include review of archival maps and plans depicting its original design and any changes over time, landscape survey and documentation of contributing features, landscape analysis and evaluation, and landscape recommendations shall address immediate mission requirements for future expansion.
  2. The HLS shall document potential design options for new buildable areas that will not affect the historic landscape or view planes, including the potential for closure of roads/road segments in this area to increase useable construction space.
  3. Historic landscape preservation recommendations shall be developed in consultation with the Signatories and Concurring Parties during the HLS development. Should the Signatories and Concurring Parties disagree with MCB Hawaii regarding the preservation recommendations, the Signatories and Concurring Parties will follow Stipulation VIII below.
  4. HLS will collate and evaluate the historic resources and mission requirements, and develop preservation recommendations. MCB Hawaii shall incorporate the HLS preservation recommendations into the development of the Installation Appearance Plan (IAP) for Camp Smith, future parking study, and any future base Master Plan (MP) within 1 year of completion of the final HLS.
    - i. i. The IAP is intended to enhance the image, character, and appearance of MCBH. It provides recommendations for the layout of activity centers, major thoroughfares, secondary streets, pedestrian, and bike paths, building design, massing, color schemes, and signage.
    - ii. ii. The Parking Study will determine the current and future parking requirements, address Stipulation II. A.2, and will develop scenarios that incorporate these MOA stipulations and the HLS recommendations.
    - iii. iii. The MP is a comprehensive plan that accommodates current and future mission requirements into a compelling vision with clear goals and measurable objectives.
- B. Recommendations from the historic landscape study will be implemented for any future development proposed for the open space created from the demolition of historic buildings 3AA, 3B, 2AA and 2C. The open spaces may be used as a parade ground, park or passive recreational amenity. Any proposed future development other than these identified uses in this open space would be evaluated for its cumulative impact and considered an adverse effect to the historic buildings and landscape and require compliance with 36 CFR Part 800 as a separate undertaking.

- C. The main entry to the Building Complex 1 (i.e. south elevation) shall retain the port cochere and formal entry. Parking and hardscape surfaces shall remain unchanged based on the original site plan of the historic hospital.

#### IV. DOCUMENTATION

- A. MCB Hawaii shall ensure that prior to any construction and/or demolition, HABS photo documentation shall be completed for the Building 1 Complex and Buildings 80, 81, and 82. The HABS report shall be carried out by or under the direction of an architectural historian or historical architect who meets the professional qualifications for Architectural Historian or Historical Architect under the SOI Qualification Standards. MCB Hawaii shall provide digital and printed copies of the draft final HABS reports to any Signatory or Concurring Party upon request. MCB Hawaii will provide printed copies of the draft final HABS to National Park Service and SHPO for review after which, MCB Hawaii shall forward the final documentation to the National Park Service for approval and final distribution to the Library of Congress and State of Hawaii SHPO.
- B. MCB Hawaii shall complete two HABS reports, one to document the WWII Hospital (Building 1 Complex) and the other to document the Cold War Buildings (Building 80, 81, and 82) and include:
  - 1. Current high resolution-digital or large format photographs of the principal exterior views of the property; and key interior view of extant features;
  - 2. Location map;
  - 3. Information on the date of construction and functions of the property; and
  - 4. Original plans that depict the hospital features and function.

#### V. SALVAGE

- A. Prior to the conceptual design phase, the Design Team Historical Architect will conduct a survey of the buildings scheduled for demolition or rehabilitation and will coordinate with the MCB Hawaii Historical Architect/Base CRM to determine the suitability for reuse and salvage of significant historic elements of buildings to be demolished and/or rehabilitated. The Design Team Historical Architect shall document salvaged material and specify how material will be reused. The MCB Hawaii Historic Architect shall monitor the salvage to ensure proper protection of the historic fabric and minimize unnecessary damage.

#### VI. PROJECT EXECUTION

- A. MCB Hawaii shall complete the following actions prior to any construction of this undertaking:
  - 1. HABS documentation described in Stipulation IV shall be completed prior to demolition and/or renovation of any NRHP eligible building.
  - 2. If historic components are identified, MCB Hawaii will designate storage for salvaged historic components prior to demolition and/or renovation.

- B. No preemptive demolition. No demolition of historic buildings and structures should occur until construction funding is awarded.
- C. MCB Hawaii CRM shall host an annual meeting for Signatories and Consulting Parties to include an agenda summarizing all prior year actions; review of the agenda items to be discussed during the meeting; and, a summary of meeting highlights to be provided thereafter. This annual meeting will be conducted once funds have been committed for this Undertaking and continued every year thereafter until the MOA is terminated or expires.
- D. The HLS will be completed within one year of execution of the MOA.
- E. This Undertaking shall implement HLS preservation recommendations during each design phase and throughout the construction phase.

## VII. DISCOVERIES

- A. HISTORIC PROPERTIES. If during the performance of the Undertaking, previously unidentified cultural resources are discovered within the APE, MCB Hawaii shall immediately stop all work in the vicinity and assess the NRHP eligibility of the properties.
  - 1. If the discovery is determined to be eligible for the NRHP by MCB Hawaii and SHPO, then MCB Hawaii shall make reasonable efforts to avoid, minimize or mitigate adverse effects to such properties. MCB Hawaii shall notify the Signatories, Concurring Parties, and NHOs within 48 hours of the discovery by email, followed by written notification. The notification shall include a request for review and comment on the assessment of the property's NRHP eligibility and MCB Hawaii's proposed actions to resolve any potential adverse effects.
  - 2. If the MCB Hawaii CRM determines the discovery is ineligible for the NRHP, MCB Hawaii CRM shall notify the SHPO of this initial assessment and allow 48 hours for any comments. If the SHPO concurs that the discovery is not eligible for the NRHP, MCB Hawaii may authorize work to continue. If SHPO does not concur with the eligibility determination MCB Hawaii shall consult further with the SHPO to resolve the dispute.
  - 3. If the Signatories, Concurring Parties, and NHOs do not respond within 5 business days of the email and written notification of the discovery, then MCB Hawaii may move forward with its proposed actions to resolve any adverse effects to historic properties. Any requests for access to the area of the discovery shall be subject to reasonable requirements for identification, escorts (if necessary), safety, and other administrative and security procedures.
  - 4. MCB Hawaii shall take into account any timely comments received from Signatories, Concurring Parties, and NHOs if applicable regarding the

NRHP eligibility of discovered cultural resources and any proposed actions to resolve adverse effects to historic properties. Should such actions include archaeological efforts, such action shall be carried out by or under direct supervision of a person or persons meeting the SOI Qualification Standards for a Qualified Archaeologist. MCB Hawaii shall provide the Signatories and Concurring Parties and any interested party that has requested to be notified with a report of the action/s within 60 days of completion date.

B. DISCOVERY OF CULTURAL ITEMS. If during the performance of the Undertaking, previously unidentified cultural resources are discovered within the APE and are determined to be cultural items as defined in the Native American Graves Protection and Repatriation Act ("NAGPRA") (25 U.S.C. 3001 et seq., as appropriate) and its respective regulations, the procedures below will be followed.

1. Treatment and Consultation. MCB Hawaii shall consult with culturally affiliated claimants regarding the appropriate treatment and disposition of those Cultural Items in accordance with NAGPRA and its respective regulations.
2. Notification. If human remains, associated and unassociated funerary objects, sacred objects, and objects of cultural patrimony (Cultural Items) are discovered within the APE by any action taken pursuant to this MOA, the MCB Hawaii shall immediately stop all ground-disturbing activities in the vicinity, barricade, stabilize, and protect the discovery from continuing ground disturbance in the immediate area of the Cultural Items and in the surrounding area to the extent further subsurface resources may reasonably be expected to be present, and shall notify the appropriate culturally affiliated claimant(s).

## VIII. RESOLVING OBJECTIONS

A. Should a Signatory or Concurring Party to this MOA object in writing to MCB Hawaii regarding how the proposed Undertaking is carried out or the manner in which the terms of this MOA are carried out, MCB Hawaii shall consult with the objecting party to resolve the objection. If MCB Hawaii determines that the objection cannot be resolved, MCB Hawaii shall forward all documentation relevant to the dispute to the ACHP, including MCB Hawaii's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the ACHP will:

1. Advise MCB Hawaii that it concurs with MCB Hawaii's proposed response, whereupon MCB Hawaii shall respond to the objection accordingly; or

2. Provide MCB Hawaii with recommendations pursuant to 36 CFR § 800.2(b)(2), which MCB Hawaii shall take into account in reaching a final decision regarding the dispute; or
  3. Notify MCB Hawaii that it shall comment pursuant to 36 CFR § 800.7(c) and proceed to comment on the subject in dispute.
- B. Should the ACHP not exercise one of the above options within 30 days after receipt of all pertinent documentation, MCB Hawaii may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, MCB Hawaii 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. MCB Hawaii's responsibility to carry out all actions under this MOA that are not the subject of the objection shall remain unchanged.

#### IX. AMENDMENT AND TERMINATION

Signatories (SHPO, MCB Hawaii, and ACHP) may propose to amend or terminate this MOA. Upon a proposal to amend this MOA, MCB Hawaii shall initiate consultation to consider such an amendment and shall notify consulting parties. This MOA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment shall be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

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. If within 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, MCB Hawaii must either (a) execute a new 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. MCB Hawaii shall notify the Signatories and consulting parties as to the course of action it will pursue.

#### X. DURATION

This MOA shall expire 15 years from the date of its execution, or if terminated pursuant to Stipulation IX. MCB Hawaii shall provide annual updates (written or via meeting) in accordance with Stipulation VI.C. to Signatories and Concurring Parties until the MOA has expired or has been terminated.



## XI. ANTI-DEFICIENCY.

The MCB Hawaii's obligations under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act. MCB Hawaii shall make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the MCB Hawaii's ability to implement the stipulations of this agreement, MCB Hawaii shall consult in accordance with the amendment and termination procedures found at Stipulation IX of this MOA.

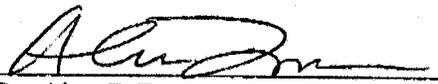
Execution of this MOA by the MCB Hawaii, the SHPO, and the ACHP, and implementation of its terms evidence that MCB Hawaii has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

**SIGNATORIES:**

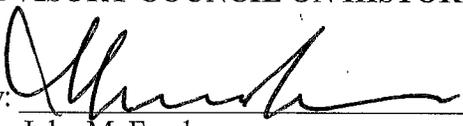
**MARINE CORPS BASE HAWAII, KANEOHE**

By: EW81/— Date: 6 FEB 2015  
E. W. Schaefer  
Colonel, U. S. Marine Corps  
Commanding Officer, MCB Hawaii

**STATE HISTORIC PRESERVATION OFFICER**

By:  Date: 3.12.15  
Dr. Alan S. Downer  
Deputy Hawaii State Historic Preservation Officer  
Department of Land and Natural Resources

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

By:  Date: 4/24/15  
for John M. Fowler  
Executive Director

**CONCURRING PARTIES:**

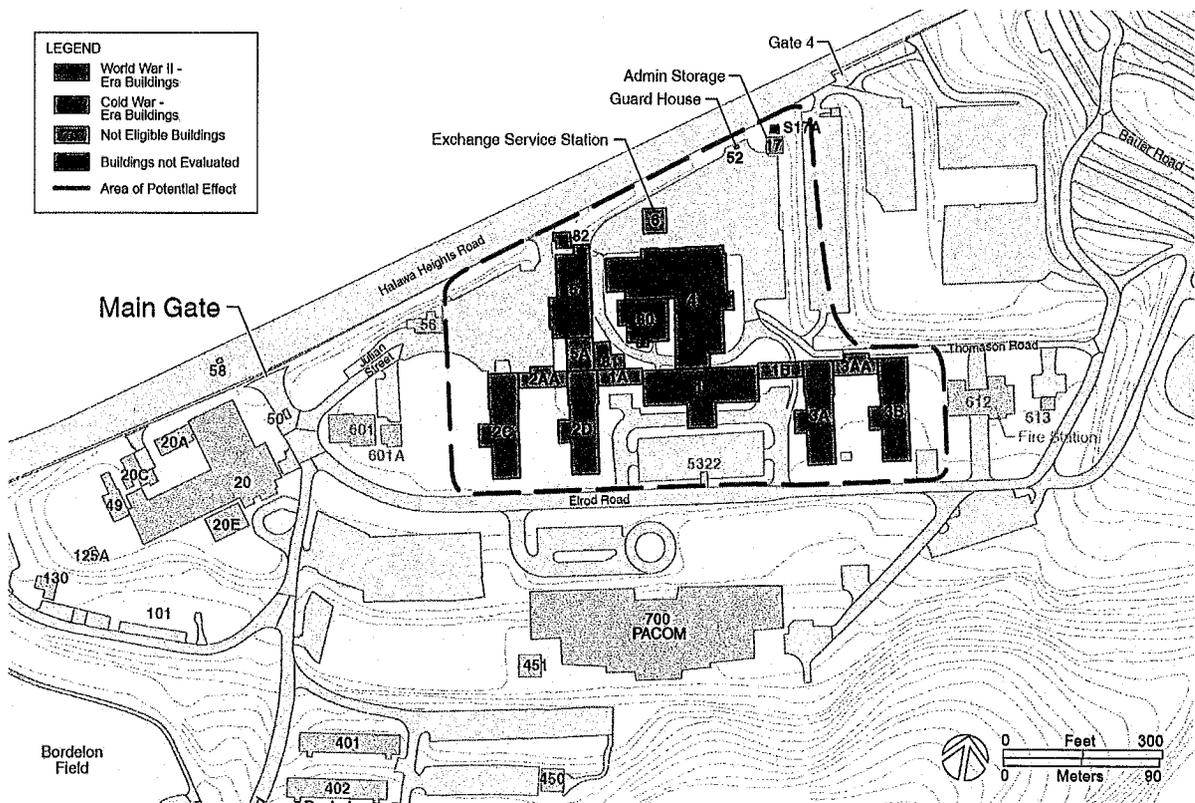
NATIONAL TRUST FOR HISTORIC PRESERVATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elizabeth S. Merritt  
Deputy General Counsel

HISTORIC HAWAII FOUNDATION

By: Kiersten Faulkner Date: Mar. 4, 2015  
Kiersten Faulkner  
Executive Director

# APPENDIX A Area of Potential Effect



APPENDIX B  
 Summary of Actions for  
 The Consolidated Facility for Marine Corps Forces Pacific and  
 Joint Command Complex

BUILDING 1 COMPLEX, CAMPSMITH, HAWAII

| Facility No | NRHP Eligibility | Criteria for Eligibility | Under-taking Action |
|-------------|------------------|--------------------------|---------------------|
| 1           | E                | A&C                      | Rehab               |
| 1A          | E                | A&C                      | Rehab               |
| 1B          | E                | A&C                      | Rehab               |
| 2AA         | E                | A&C                      | Demo                |
| 2C          | E                | A&C                      | Demo                |
| 2D          | E                | A&C                      | Rehab               |
| 3A          | E                | A&C                      | Rehab               |
| 3AA         | E                | A&C                      | Demo                |
| 3B          | E                | A                        | Demo                |
| 4           | E                | A                        | Demo                |
| 5           | E                | A                        | Demo                |
| 5A          | E                | A                        | Demo                |
| 6           | NE               |                          | Demo                |
| 17          | NE               |                          | Demo                |
| 80          | E                | A&C                      | Rehab               |
| 81          | E                | A&C                      | Demo                |
| 82          | NE               | A&C                      | Demo                |

### APPENDIX C

