

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES OFFICE OF HISTORY & ARCHAEOLOGY

SARAH PALIN, GOVERNOR

550 WEST 7TH AVENUE SUITE 1310
ANCHORAGE, ALASKA 99501-3565
PHONE: (907) 269-8721
FAX: (907) 269-8906

December 5, 2006

File No.: 3490 USCG STORIS/ACUSHNET

J.X. Monaghan
Captain
United State Coast Guard
2100 Second Street, S.W.
Washington, D.C. 20593-0001

Subject: Signed Memorandum of Agreement

Enclosed are two signed originals of the *Memorandum of Agreement between the United States Coast Guard and the Alaska State Historic Preservation Officer regarding the Decommissioning and Declaration of Excess of the United States Coast Guard Cutter Storis (WMEC-38) (AHS # KOD-1064) and the United States Coast Guard Cutter Acushnet (WMEC-167) (AHS # KET-0974)*. I retained one signed original for our files.

The first scheduled submittal associated with this agreement is a brief annual report due one year from today.

Please contact Doug Gasek at 907-269-8726 if you have any questions or need further information.

Sincerely,



Judith E. Bittner
State Historic Preservation Officer

JEB:dfg

enclosures (2)

"Develop, Conserve, and Enhance Natural Resources for Present and Future Alaskans."



MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES COAST GUARD AND
THE ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DECOMMISSIONING AND DECLARATION OF EXCESS
OF THE UNITED STATES COAST GUARD CUTTER STORIS (WMEC-38)
(AHRS #KOD-1064) AND THE UNITED STATES COAST GUARD CUTTER
ACUSHNET (WMEC-167) (AHRS #KET-0974)

1. **PARTIES.** The parties to this Memorandum of Agreement (Agreement) are the United States Coast Guard (USCG) and the Alaska State Historic Preservation Officer (AKSHPO). The United States General Services Administration (GSA) has participated in the consultation and concurs in this Agreement. The Advisory Council on Historic Preservation (ACHP) has been asked if they wish to participate.
2. **AUTHORITY.** This Agreement is authorized under the provisions of Section 106 of the National Historic Preservation Act (NHPA, 16 U.S.C. 470f) and its implementing regulations (36 CFR § 800). The USCG has consulted with AKSHPO in accordance with the above provisions.
3. **PURPOSE.** The USCG is proposing to decommission and report as excess personal property to GSA, the United States Coast Guard Cutter (USCGC) STORIS (WMEC-38) (Undertaking) and the USCGC ACUSHNET (WMEC-167) (Undertaking). USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167) appear to meet the criteria for listing in the National Register of Historic Places, according to consultation with AKSHPO, consultation with interested parties and documentation found in *Historical Context and Statement of Significance* (USCG 2005). USCG determined that the process of decommissioning and declaring USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167) as excess personal property constitutes an adverse effect as defined in 36 CFR Part 800.5(a)(1). The purpose of this Agreement is to set forth terms by which the USCG will mitigate adverse effects of the proposed undertakings.
4. **FEDERAL EXCESSING PROCESS.**
 - A. As a result of the USCG reporting the vessels as "excess personal property," as that term is defined in the Federal Property Management Regulations, Title 41, Part 102, Section 36.40 of the Code of Federal Regulations (41 C.F.R. § 102-36.40), the vessels could eventually be removed from USCG custody and control, and possibly Federal ownership through one of the following processes: 1) specific or "special" legislation directing or authorizing conveyance of the vessels to a specific entity (requires enactment of legislation by Congress and subsequent

signing into law by President); 2) the General Services Administration (GSA) personal property disposal process for transfer to other Federal agencies. (41 CFR §102-36); 3) the GSA personal property disposal process for conveyance to a state or local government, or non-profit organization (41 CFR §102-37); 4) the GSA personal property disposal process for sale to the highest bidder; 5) direct Coast Guard transfer to the USCG Auxiliary, Service Educational Activities (SEA's), or a non-profit public body or private organization, (14 USC 641);) or 6) if transfer of ownership through one of the above processes is not possible, scrapping of the vessels.

- B. Generally, GSA will not accept excess property that has been contaminated with unacceptable levels of hazardous materials. Such property may be transferred, donated, or sold only once the reporting agency has complied with federal restrictions stated in 41 CFR 101-42. Should the USCG choose not to remediate the contamination or comply with the required provisions, GSA would cease to have a role in the vessel's disposal and would no longer have the potential for adverse effect.

5. RESPONSIBILITIES:

- A. The USCG shall ensure that the following actions are completed:

1. Historic American Engineering Record (HAER). The USCG shall complete the HAER Level 1 recordation in order to provide a permanent record of USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167). Recordation shall follow standards outlined in the Secretary of the Interior's "Recording Historic Structures and Sites for the HISTORIC AMERICAN ENGINEERING RECORD," and will include:

- a. Large Format Photography of USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167).

The USCG completed compilation of photographic documentation, to include current photographs, in accordance with HAER standards. The photographs are available at the Library of Congress and on the Library of Congress website.

- b. Measured Drawings of USCGC STORIS and USCGC ACUSHNET (WMEC-167) -- USCG will complete a set of measured drawings of USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167) for inclusion within the HAER (equivalent to Historic American Building Survey [HABS] Level I).

- c. Historical Report of USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167)

The USCG shall prepare narrative reports describing each vessel's history, engineering and mission of USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167). The reports are to be consistent with the Secretary of the Interior's "Standards and Guidelines for Architectural and Engineering Documentation." The reports shall include, but will not be limited to, a description of the design elements, construction, technology and a general service record of USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167). The reports shall outline the history of each vessel's essential systems and its place within the history of naval architecture. This shall include information about where the vessel was stationed, its length of service, and important programs, incidents, missions, or operations in which the vessel was involved. Emphasis shall be placed on each vessel's primary service (of cutter, buoy tender, icebreaker and aircraft carrier [USCGC STORIS (WMEC-38)] and rescue and salvage, research, law enforcement, drug interdiction, and search and rescue [USCGC ACUSHNET (WMEC-167)]).

A draft version of the narrative and visual record shall be submitted to the AKSHPO for review and comment. The comments, as appropriate, shall be incorporated into the document prior to finalization.

d. Popular Report of USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167)

The USCG will prepare a "popular report" for USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167) suitable for distribution to the general public.

Copies of selected available archived photographs from the USCG Historian's office in Washington, D.C. will also be included in the historical report in order to portray USCGC STORIS and USCGC ACUSHNET's mission, history, systems or engineering discussed in the text. These will provide a visual record of USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167) during their construction, during operations and in port. This record also will demonstrate the cutter's mission, history, systems or engineering discussed in the text.

A draft version of the popular report shall be submitted to the AKSHPO for review and comment. The comments, as appropriate, shall be incorporated into the document prior to finalization.

2. Artifact Recovery

- a. USCG shall ensure that significant artifacts from USCG C STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167) are removed in an

appropriate manner and transferred to the USCG's repository in Forestville, Maryland, for permanent curation.

- b. These artifacts shall include but are not limited to: ship's bell; ship's plaque; and any other objects deemed appropriate by the USCG's curatorial and historical staff.
- c. The USCG shall ensure that the objects removed from USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167) are stored in compliance with provisions outlined in 36 CFR Part 79. The USCG shall also ensure that these artifacts are made available to museums or institutions in accordance with the provisions of 36 CFR Part 79 as well as appropriate USCG guidelines. Upon execution of this Agreement, the USCG will maintain a record of items loaned to museums or institutions.
- d. The USCG may loan available artifacts from USCGC STORIS (WMEC-38) and USCGC ACUSHNET (WMEC-167). Such a loan will follow the standards of USCG's Property Management Manual, "Agreement for Outgoing Loan."
- e. An Inventory of Artifacts will be provided to AKSHPO and will be permanently retained and maintained by the USCG.

3. Distribution Plan

- a. The USCG shall prepare a minimum of two (2) archivally stable copies of the final HAER recordation for distribution to the USCG Historian's Office and for submittal to the United States Library of Congress (LOC). The USCG will notify GSA when these documents are distributed. The USCG will distribute non-archivally stable copies of the same documentation to the following institutions:
 - 1. AKSHPO
 - 2. U.S. Coast Guard Academy
 - 3. National Park Service Maritime Heritage Initiative
 - 4. U.S. Coast Guard Program Offices selected in consultation with AKSHPO
 - 5. Maritime museums selected in consultation with AKSHPO
 - 6. Other interested parties selected in consultation with AKSHPO
- b. The USCG shall provide to the AKSHPO a minimum of 100 copies of the popular history report. Additional copies shall be provided to the USCG Historian's Office, Maritime museums selected in consultation with AKSHPO, National Park Service Maritime Heritage Initiative, and Other interested parties selected in consultation with AKSHPO.

4. Professional Qualifications

- a. All aspects of "actions by the USCG" listed in 5.A.1 and 5.A.2 pursuant to this Memorandum of Agreement must be completed by or under the supervision of a person (or persons) meeting the minimum professional qualifications listed in the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, 48 *Federal Register* 44738-39 (September 29, 1983).

B. The SHPO shall

1. Respond within thirty (30) calendar days to any requests for review and comment on documentation created in accordance with this Agreement.

6. SCHEDULE FOR COMPLETION

The terms of this agreement will become effective on . . . [DATE OF SIGN] and shall follow a schedule for completion as follows

- A. HAER Recordation shall commence prior to reporting the USCGC STORIS (WMEC-38) and the USCGC ACUSHNET (WMEC-167) as excess personal property.
- B. HAER Recordation shall be completed within two (2) years from the date of execution of this Agreement.
- C. The USCG shall distribute the documentation to parties specified in the Distribution Plan within three (3) years of the date of execution of this Agreement.
- D. If the USCG is unable to meet this schedule for completion, the USCG shall consult with the AKSHPO to discuss the reasons for the delay and to determine reasonable new dates for completion of the mitigation. New dates for completion dates shall be agreed upon in writing between the consulting parties but shall not require amending this Agreement.

7. REPORTING

The USCG shall provide the AKSHPO and GSA with a brief written report of its progress in completing the above mitigation measures beginning one year from the date of execution of this agreement and proceeding annually each year thereafter until completed.

8. POINTS OF CONTACT.

The USCG Point of Contact (POC) will be Headquarters, United States Coast Guard, Assistant Commandant for Engineering and Logistics, Environmental Management 2100 Second St SW, Rm. 6109, Washington DC 20593, ATTN: Susan G Hathaway at (202)

475 - 5688. The POC for the AKSHPO will be Mr. Doug Gasck, Architectural Historian, State Historic Preservation Office, Office of History and Archaeology, 550 West 7th Avenue, Suite 1310, Anchorage, Alaska 99501-3565; ph 907-269-8720; fax 907-269-8908 email: doug_gasck@dnr.state.ak.us.

9. AMENDMENT AND MODIFICATION.

This Agreement may be modified upon the mutual consent in writing of the parties in accordance with 36 CFR § 800.6(c)(7).

10. DISPUTE RESOLUTION

- A. Objections from the Public. If an objection is raised by a member of the public during the implementation of the measures stipulated in this Agreement, the USCG shall take the objection into account and shall consult with the objecting party, AKSHPO, and the GSA to resolve the objection.
- B. Objections from Parties to the Agreement. Should any party to this Agreement object within thirty (30) days to any actions taken pursuant to this Agreement, then the parties shall consult with each other to resolve the objection. If the USCG determines that the objection cannot be resolved, the USCG shall forward all documentation relevant to the dispute to the ACHP. Within forty-five (45) days after receipt of all pertinent documentation, the ACHP shall provide the USCG with comments pursuant to 36 CFR § 800.7(c). The USCG shall take these comments into account in reaching a final decision regarding the dispute in accordance with 36 CFR § 800.7(c)(4). The USCG's responsibility to carry out all actions under this Agreement that are not subjects of the dispute will remain unchanged.

11. TERMINATION.

- A. If the USCG determines that it cannot implement the terms of the Agreement, or if AKSHPO determines that the Agreement is not being properly implemented, the USCG or AKSHPO shall propose to the other parties to this Agreement that it be terminated.
- B. The party proposing to terminate the Agreement shall so notify all parties to this Agreement explaining the reasons for termination and affording at least sixty (60) days to consult and seek alternatives to termination. The parties shall then consult.
- C. Should such consultation fail, the USCG or the AKSHPO may terminate the Agreement by so notifying all parties. Should this Agreement be terminated, the USCG shall either:
 - 1. Consult in accordance with 36 CFR § 800.6(a) in an effort to resolve any adverse effects, or

2. Terminate consultation and request the Council comment in accordance with 36 CFR § 800.7(c).

13. OTHER PROVISIONS.

Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the United States Coast Guard or the Department of Homeland Security. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

APPROVED BY:
UNITED STATES COAST GUARD

By: James R. Monaghan Date: 12/4/06
J.X. Monaghan, Captain, U.S. Coast Guard
Chief, Office of Cutter Forces

STATE HISTORIC PRESERVATION OFFICER

By: Judith Bittner Date: 12/5/06
Ms. Judith Bittner, State Historic Preservation Officer
State of Alaska

CONCURRING:
GENERAL SERVICES ADMINISTRATION

By: David Robbins Date: 12.04.2006
Mr. David Robbins, Director
Property Management Division