MEMORANDUM OF AGREEMENT
BETWEEN
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
AND
COMMANDER, NAVY REGION MIDWEST
REGARDING
THE DEMOLITION OF BUILDING 76,
NAVAL STATION GREAT LAKES, LAKE COUNTY, ILLINOIS

WHEREAS, the Naval Station Great Lakes (NSGL), of the Department of the Navy, has consulted with the Illinois State Historic Preservation Officer (SHPO) concerning the demolition of Building 76 located in Great Lakes, Lake, Illinois; and,

WHEREAS, the NSGL previously determined that Building 76 is a contributing structure to the Great Lakes Naval Training Station Historic District (Historic District), currently listed in the National Register of Historic Places (NRHP), and that any work involving this building will have the potential to adversely affect the Historic District; and,

WHEREAS, the NSGL took the following steps to notify and engage the public: listing a Public Notice in the local newspaper, Lake County News Sun October 4-6, 2007 requesting public input, notification of a comment period through October 23, 2007, holding a public meeting at Great Lakes, Illinois October 10, 2007, and listing in Federal Business Opportunities (FedBizOps) October 1, 2007; and,

WHEREAS, the public did not present comments and it was concluded that no new alternatives were viable; and,

WHEREAS, the NSGL and SHPO agree that the demolition of Building 76 constitutes an adverse effect as defined in 36 CFR 800.5 (a) of the rules that govern the Act; and

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), the NSGL has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii); and,

WHEREAS, the NSGL prepared a Case Alternatives Report, pursuant to the regulations of 36 C.F.R. Part 800 implementing Section 106 of the National Historic Preservation Act (Act) (16 U.S.C. § 470f), addressing all circumstances surrounding the past and present conditions of the building, which concluded that demolition of the building was the only practicable, reasonable, and viable alternative available to the NSGL;

NOW THEREFORE, the NSGL and SHPO agree that the following measures shall be implemented in order to take into account the adverse effect of the project on Building 76.

STIPULATIONS

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

I. Mitigation Measures:

A. The NSGL will document Building 76 in accordance with Illinois Historic American Buildings Survey (IL HABS) Standards.

B. Provide Level II documentation as follows:

1. Photocopies of existing drawings of Building 76. CAD or suitable substitutions are acceptable in place of original drawings.

2. Large format, 4" x 5" negative and 5" x 7" print photography of Building 76 (digital photos will be accepted for the building), showing distinctive architectural features.

3. Written contextual history of Building 76 and written architectural description of the building using the IL HABS designated outline format.

4. SHPO will review the required IL HABS Documentation submittals, and accept or reject the 100% submittal in accordance with IL HABS Standards.

5. After SHPO acceptance, completed IL HABS Documentation will be deposited within the archives section of the Illinois State Historical Library. SHPO requires one standard and one microfiche copy of accepted documentation.

6. No demolition of Building 76 will be undertaken until the 95% IL HABS Documentation is accepted in writing by SHPO.

II. SHPO Comment:

The SHPO will ensure that NSGL receives written comment concerning all NSGL project submittals within thirty (30) days of receipt. If no response is received by NSGL within the allotted time, SHPO concurrence will be presumed.

III. Unanticipated Discoveries:

In the event that previously unidentified archaeological resources are encountered during demolition or new construction on the former site of Building 76, work will cease in the immediate area of the discovery and in any adjacent areas where additional resources may be expected and the Great Lakes Cultural Resources Officer (CRO) will be notified immediately. The CRO will notify the SHPO of the discovery along with summary documentation of the area, the nature of the discovery, and where appropriate, recommendations for treatment. The SHPO will provide any comments on the recommendations for treatment within 48 hours of notification. All other project activities not in the area of the discovery or lacking the potential

to impact the area of discovery may proceed without interruption. These procedures for unanticipated archeological discoveries are also included in the Great Lakes Integrated Cultural Resources Management Plan (ICRMP).

IV. Duration:

This agreement shall become null and void after five years from the date of its execution. Notwithstanding the foregoing, this agreement may be amended and/or terminated prior to the expiration of this five-year period in accordance with Stipulations VII and IX; or it may expire upon the satisfaction of all stipulations and acknowledgement of such satisfaction by the SHPO.

V. Monitoring and Reporting:

Each December until the termination or expiration of this agreement or completed demolition of Building 76, the NSGL will monitor the building's project status and provide the SHPO with a written, concise report on the status of Building 76 and the progress of the implementation of this agreement. This shall be a summary report detailing work undertaken pursuant to the terms of this agreement and shall include any scheduling or other changes proposed, any problems encountered, and any disputes and objections that have arisen during the prior twelve-month period.

VI. Dispute Resolution:

Should any signatory to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the NSGL shall consult with the objecting party(ies) to resolve the objection. If the NSGL determines, within thirty days, that such objection(s) cannot be resolved, the NSGL will:

A. Forward all documentation relevant to the dispute, including a recommended resolution, to the ACHP. Upon receipt of this documentation, the ACHP shall review and advise the NSGL on the resolution of the dispute within thirty days from the date of ACHP receipt. Any written comment provided by the ACHP, and all comments from the signatories and concurring parties to the agreement, will be taken into account by the NSGL in reaching a final decision regarding the dispute.

B. If the ACHP does not provide written comments regarding the dispute within the above thirty-day period, the NSGL may render a decision regarding the dispute. In reaching its decision, the NSGL will take into account all written comments it has received regarding the dispute from any signatory or concurring party.

C. During the pendency of any dispute and prior to the resolution of such dispute, the NSGL shall continue to carry out all actions under this agreement that are not subject to or affected by the dispute. The NSGL will notify all signatories and concurring parties in writing of its decision concerning any dispute processed in accordance with this

Stipulation at least ten days before implementing such decision. The NSGL's decision will be final.

VII. Amendments:

If any signatory to this agreement determines that any of its terms will not or cannot be carried out or that an amendment to the agreement must be made, that signatory shall immediately notify the other signatories. The NSGL shall initiate consultation to negotiate an amendment pursuant to 36 CFR 800.6(c)(7). The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VIII. Anti-Deficiency Act:

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

IX. 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 VII, above. If within thirty 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 at least one-hundred eighty (180) days before the expiration date. Termination by either party shall not provide the basis for any claim against the United States Government.

In the event NSGL terminates, and within thirty days following termination, the NSGL shall notify the SHPO if it will initiate consultation to execute a new agreement under 36 CFR 800.6(c) or request the comments of the ACHP under 36 CFR Part 800.7 and proceed under Stipulation VI. Dispute Resolution, and shall thereafter proceed accordingly.

X. Execution:

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

SIGNATORIES:

Anne E. Haaker Date: June 8, 2010

ANNE E. HAAKER
Illinois Deputy State Historic Preservation Officer

J. Malfitano, CAPT Date: 5 OCT 2010

JOHN MALFITANO
Commanding Officer, Naval Station Great Lakes

T.D. Payne Date: 10/12/10

T. D. PAYNE
Rear Admiral, U.S. Navy
Commander, Navy Region Midwest