U.S. Department of Homeland Security
United States Coast Guard

Commandant
United States Coast Guard

2100 Second Street, S.W.
Washington, DC 20593-0001
Staff Symbol: CG-443
Phone: (202) 267-4073
Fax: (202) 267-4219

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Preservation Services

Ms. Anne Haaker
State Historic Preservation Officer
State Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, Illinois 62701-1512
IHPA Log#: 039101204

Dear Ms. Haaker:

The United States Coast Guard (USCG) is pleased to provide you a signed copy of the Memorandum of Agreement (MOA) concerning USCG Cutter MACKINAW (WAGB-83) (enclosure 1). We are also providing original copies to the Michigan State Historic Preservation Officer and GSA. We informed the Advisory Council on Historic Preservation of the action and provided them a copy of the MOA.

The United States Coast Guard now considers the MOA effective. As such, please know that the National Park Service (NPS) and the U.S. Coast Guard (USCG) will enter into a contract to fulfill a Historic American Engineering Record (HAER) for the USCG Cutter MACKINAW (WAGB-83). This letter also serves to inform you that the USCG is moving forward on its finding of no significant impact (FONSI) pursuant to the National Environmental Policy Act. A copy of the Final Environmental Assessment and FONSI as well as the Historic Context Study, the MOA and other relevant documents are at our website http://www.uscg.mil/systems/gse/gsec-3H.htm and at the City of Cheboygan Public Library.

Thank you for your valued input, assistance and stewardship in preserving Coast Guard heritage and Great Lakes history. If you have questions regarding this matter, please feel free to contact Ms. Susan Hathaway, USCG, at 202-267-4073.

Sincerely,

James X. Monaghan

J.X. Monaghan
Captain, United States Coast Guard
Office of Cutter Forces

Enclosure(s): USCGC MACKINAW Memorandum of Agreement

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Encl. (1) to COMDTINST 5216.18

MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES COAST GUARD AND THE MICHIGAN STATE HISTORIC PRESERVATION OFFICER REGARDING THE DECOMMISSIONING AND DECLARATION OF EXCESS OF THE UNITED STATES COAST GUARD CUTTER MACKINAW (WAGB-83)

1. PARTIES. The parties to this Memorandum of Agreement (Agreement) are the United States Coast Guard (USCG) and the Michigan State Historic Preservation Officer (MISHPO). The United States General Services Administration (GSA) and Illinois State Historic Preservation Officer participated in the consultation and concur in this Agreement.

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 MISHPO in accordance with the above provisions.

3. PURPOSE. The United States Coast Guard (USCG) is proposing to decommission and report as excess personal property to GSA, the United States Coast Guard Cutter (USCGC) MACKINAW (WAGB-83) (Undertaking). USCGC MACKINAW appears to meet the criteria for listing in the National Register of Historic Places, according to consultation with MISHPO, consultation with interested parties and documentation found in *Historical Context and Statement of Significance* (USCG 2004). USCG determined that the process of decommissioning and declaring the USCGC MACKINAW 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 undertaking.

4. FEDERAL EXCESSING PROCESS. As a result of the USCG reporting the vessel 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 vessel 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 vessel 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 vessel.

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 recordation in order to provide a permanent record of the USCGC MACKINAW (WAGB-83). 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 the USCGC MACKINAW (WAGB-83)

The USCG completed compilation of photographic documentation 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 the USCGC MACKINAW – USCG will complete a set of measured drawings of the USCGC MACKINAW (WAGB-83) for inclusion within the HAER.

C. Historical Report of the USCGC MACKINAW (WAGB-83)

The USCG shall prepare a narrative report describing the vessel's history, engineering and mission of the USCGC MACKINAW (WAGB-83). The report is to be consistent with the Secretary of the Interior's "Standards and Guidelines for Architectural and Engineering Documentation." The report shall include, but will not be limited to, a description of the design elements, construction, technology and a general service record of the USCGC MACKINAW (WAGB-83). The report shall outline the history of the 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 the vessel's primary service of keeping shipping lanes passable during and after World War II.

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 the USCGC MACKINAW's mission, history, systems or engineering discussed in the text. These will provide a visual record of the USCGC MACKINAW (WAGB-83) during its construction, during operations and in port. This record also will demonstrate the cutter's mission, history, systems or engineering discussed in the text.

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A draft version of the narrative history shall be submitted to the MISHPO for review and comment. The comments shall be incorporated into the document prior to finalization.

2. Video

The USCG or approved entity shall complete a video of current missions and life aboard the USCGC MACKINAW to provide to the MISHPO and the USCG Historians Office. The video will document the vessel's successes, will follow the vessel on ice-breaking missions, and will document personal interviews with the Coast Guardsmen aboard ship.

3. Artifact Recovery

A. USCG shall ensure that significant artifacts from the MACKINAW 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 the MACKINAW 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 the USCGC MACKINAW (WAGB-83). 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 MISHPO and will be permanently retained and maintained by the USCG.

4. Distribution Plan

A. The USCG shall prepare a minimum of three (3) archivally stable copies of the final HAER recordation for distribution to MISHPO and the USCG Historian's Office and for submittal to the United States Library of Congress (LOC). The USCG will distribute non-archivally stable copies of the same documentation to the following institutions:

1. U.S. Coast Guard Academy
2. National Park Service Maritime Heritage Initiative

3. U.S. Coast Guard Program Offices selected in consultation with MISHPO
4. Maritime museums selected in consultation with MISHPO
5. Other interested parties selected in consultation with MISHPO

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 and Video preparation shall be completed in full prior to decommissioning and reporting the USCGC MACKINAW (WAGB-83) 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 MISHPO 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 among the consulting parties but shall not require amending this Agreement.

7. REPORTING

The USCG shall provide the MISHPO 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) 267 - 4073. The POC for the MISHPO will be Martha MacFarlane-Faes, *Environmental Review Coordinator, State Historic Preservation Office, 702 W.*

Kalamazoo Street, PO Box30740, Lansing, MI 48909-8240. ph 517-335-2720; fax 517-335-034,8 email: faesm@michigan.gov.

9. AMENDMENT AND MODIFICATION.

This Agreement may be modified upon the mutual [*written*] consent 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, MISHPO, 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 pursuant to this Agreement, then the USCG shall consult with the objecting party 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 Advisory Council on Historic Preservation (Council). Within forty-five (45) days after receipt of all pertinent documentation, the Council shall provide the USCG with comments pursuant to 36 CFR § 800.7(c) the USCG shall take 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 MISHPO determines that the Agreement is not being properly implemented, the USCG or MISHPO 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 MISHPO may terminate the Agreement by so notifying all parties. Should this Agreement be terminated, the USCG shall either:

i. Consult in accordance with 36 CFR § 800.6(a) in an effort to resolve any adverse effects, or

ii. 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 X. Monaghan Date: 10/12/05
J.X. Monaghan, Captain, U.S. Coast Guard
Chief, Office of Cutter Management

STATE HISTORIC PRESERVATION OFFICER

By: Brian D. Conway Date: 11/22/05
Mr. Brian D. Conway, State Historic Preservation Officer
State of Michigan, Department of History, Arts and Libraries

CONCURRING:

GENERAL SERVICES ADMINISTRATION

By: David M. Robbins Date: Sept 28 2005
Mr. David Robbins, Director
Property Management Division

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: Anne E. Haaker Date: 12/13/05
Ms. Anne Haaker, State Historic Preservation Officer
State of Illinois, Illinois Historic Preservation Agency

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