

**MEMORANDUM OF AGREEMENT  
BETWEEN USDOT/MARITIME ADMINISTRATION AND  
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE DISPOSITION OF THE  
OBSOLETE VESSELS *MISSION SANTA YNEZ, TALUGA,  
GENERAL EDWIN D. PATRICK, AND GENERAL JOHN POPE***

**Whereas**, the Maritime Administration (“Maritime Administration”), an agency of the U.S. Department of Transportation, maintains the National Defense Reserve Fleet (NDRF) of seagoing, primarily non-combatant vessels for use in national emergencies, to assist the U.S. military in meeting its needs, and for those other purposes described in the Merchant Ship Sales Act of 1946, as amended (50 U.S.C. App. 1735-1745); and

**Whereas**, the National Maritime Heritage Act, as amended (16 U.S.C. 5405), legally obligates the Maritime Administration to dispose of all non-retention vessels in the NDRF; and

**Whereas**, the *Mission Santa Ynez, Taluga, General Edwin D. Patrick, and General John Pope* are non-retention vessels in the NDRF currently located at the Suisun Bay Reserve Fleet, Benicia, CA; and

**Whereas**, the California State Historic Preservation Office (SHPO) advises and assists the Maritime Administration in carrying out its section 106 responsibilities pursuant to the National Historic Preservation Act of 1966 16 U.S.C. §470 (NHPA); and

**Whereas**, in consultation with the SHPO, the Maritime Administration has determined that the *Mission Santa Ynez, Taluga, General Edwin D. Patrick, and General John Pope* are eligible for listing on the National Register of Historic Places (NRHP); and

**Whereas**, the Merchant Marine Act of 1936 as amended (46 U.S.C. 57103), authorizes the Maritime Administration to afford qualified public and non-profit organizations the opportunity to obtain, via donation, obsolete ships from the NDRF for use as memorials and/or in other non-commercial enterprises; and

**Whereas**, since June 2005, the Maritime Administration has listed the *Mission Santa Ynez, Taluga, General Edwin D. Patrick, and General John Pope* as available for donation through the Maritime Administration’s Ship Donation Program by the authority granted in the Merchant Marine Act of 1936, as amended (46 U.S.C. 57103); and

**Whereas**, of the date of this agreement, the Maritime Administration has not received a donation request, business plan, or conveyance plan from a qualifying organization for the *Mission Santa Ynez, Taluga, General Edwin D. Patrick, and General John Pope*; and

**Whereas**, beginning in September 2005, for a period of 90 days, the Maritime Administration solicited public comments through its website, through electronic

mailings to organizations and individuals in the maritime history community and other interested parties, and through newspaper and magazine advertisements, regarding its proposed disposal of *Mission Santa Ynez, Taluga, General Edwin D. Patrick, and General John Pope* and the Maritime Administration received no substantive comments; and

**Whereas**, the Maritime Administration will procure the services of a ship scrapping contractor to completely dismantle the *Mission Santa Ynez, Taluga, General Edwin D. Patrick, and General John Pope* forthwith; and

**Whereas**, the Maritime Administration has determined that this undertaking will have an adverse effect upon those qualities of the *Mission Santa Ynez, Taluga, General Edwin D. Patrick, and General John Pope* that qualify them for listing on the NRHP; and

**Whereas**, the Maritime Administration has consulted with the SHPO pursuant to the Advisory Council on Historic Preservation's (ACHP) regulations (36 CFR Part 800) implementing Section 106 of the NHPA to seek ways to avoid, minimize, or mitigate any adverse effects of this undertaking, and

**Whereas**, in accordance with 36 CFR 800.6(a)(1), the Maritime Administration has notified the ACHP of the adverse effect and requested ACHP participation and the ACHP has declined to participate; and

**NOW THEREFORE**, the Maritime Administration and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

## STIPULATIONS

The Maritime Administration shall ensure that the following stipulations are implemented:

### Stipulation I Mitigation

- A. Prior to disposal of the vessels, the Maritime Administration shall ensure that the *Mission Santa Ynez, Taluga, General Edwin D. Patrick, and General John Pope* are recorded in accordance with the Interagency Agreement with the United States National Park Service (NPS) (HAER) (Attachment 1) in their present configuration.
- B. The Maritime Administration shall, within twelve (12) months of the date of the last signature on this Agreement, submit the documentation to the SHPO.
- C. The Maritime Administration shall provide the SHPO and the Library of Congress with a complete set of the final documentation packages within eighteen (18) months of the date of the last signature on this Agreement.

E. If available, the following items of historical interest have already been removed from these vessels over the years, and when possible have been or will be loaned to a suitable museum or historical vessel: bell; builder's plate; engine order telegraph; azimuth circle and; clinometer.

**Stipulation II**  
Monitoring and Reporting

Each year following the execution of this Agreement until it expires or is terminated, the Maritime Administration shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Maritime Administration's efforts to carry out the terms of this Agreement.

**Stipulation III**  
Post-Review Discoveries

In the event that previously unidentified resources are discovered, the Maritime Administration shall comply with the provisions of 36 CFR § 800.13.

**Stipulation IV**  
MOA Amendments, Disputes, and Termination

A. *Amendments.* Either party to this Agreement may propose to the other party that it be amended, whereupon the parties will consult in accordance with 36 CFR § 800.6(c)(7) to consider such an amendment.

B. *Disputes.* Should the SHPO object to any action carried out or proposed by the Maritime Administration with respect to the implementation of this Agreement, the Maritime Administration shall consult with the SHPO to resolve the objection. If the Maritime Administration after initiating such consultation determines that the objection cannot be resolved the Maritime Administration shall forward documentation relevant to the objection to the ACHP, including the Maritime Administration's proposed response to the objection. Within forty-five (45) days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

1. Advise the Maritime Administration that the ACHP concurs in the Maritime Administration's proposed final decision, whereupon the Maritime Administration shall respond accordingly;
2. Provide the Maritime Administration with recommendations, which the Maritime Administration shall take into account in reaching a final decision regarding its response to the objection; or

3. Notify the Maritime Administration that the objection will be referred to the ACHP membership for formal comment and proceed to refer the objection and comment within forty-five (45) days. The resulting comment shall be taken into account by the Maritime Administration in accordance with 36 CFR § 800.7(c)(4).
4. Should the ACHP not exercise one of the above options within forty-five (45) days after receipt of all pertinent documentation, the Maritime Administration may assume the ACHP's concurrence in its proposed response to its objections.
5. The Maritime Administration shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the Maritime Administration's responsibility to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

*C. Termination of MOA.* Either party to this Agreement may terminate it by providing sixty (60) days notice to the other party, provided that the parties will consult during the period prior to the termination to seek agreement on amendments or other actions that will avoid termination. In the event of termination of this Agreement by the SHPO, the Maritime Administration shall comply with the provisions of 36 CFR § 800.6(c)(8).

#### **Stipulation V**

##### Termination of Consultation

If, after consulting to resolve adverse effects pursuant to Stipulation IV of this Agreement, the Maritime Administration or the SHPO determines that further consultation will not be productive, then either signatory may terminate consultation in accordance with the notification requirements and process prescribed by 36 CFR § 800.7(a).

#### **Stipulation VI**

##### Duration

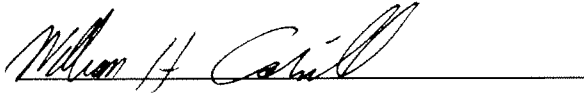
This Agreement shall be null and void if its terms are not carried out within five (5) years from the date of the last signature on this Agreement. Prior to such time, the Maritime Administration may consult with the SHPO to reconsider the terms of the Agreement and amend it in accordance with Stipulation IV. A.

#### **EXECUTION of this MEMORANDUM OF AGREEMENT**

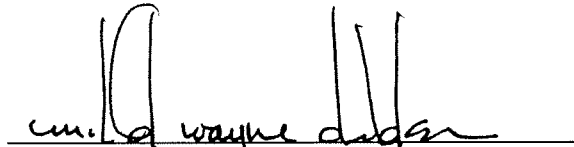
Execution of this Memorandum of Agreement by the Maritime Administration and the SHPO and implementation of its terms evidences that the Maritime Administration has taken into account the effects of the project on historic properties and afforded the ACHP an opportunity to comment. The Agreement shall become effective on the date of the last signatory to sign this Agreement.

In Witness whereof, the parties hereto have caused their respective names to be signed by their duly authorized officers:

SIGNATORIES:

 \_\_\_\_\_ Date 10/29/02

for Kevin Tokarski  
Associate Administrator for National Security  
USDOT/Maritime Administration

 \_\_\_\_\_ Date 2 NOV 2009

Milford Wayne Donaldson, FAIA  
California State Historic Preservation Officer

**INTERAGENCY AGREEMENT**

between the

**THE U.S. MARITIME ADMINISTRATION (MARAD)**

and the

**Heritage Documentation Programs (HDP)  
HISTORIC AMERICAN ENGINEERING RECORD (HAER) BRANCH**

of the

**National Park Service  
U.S. Department of the Interior**

for the

**MARAD MULTIPLE SHIPS RECORDING PROJECT II**

**2006/2007**

This agreement is between The Maritime Administration (MARAD) and the Heritage Documentation Programs (HDP), Historic American Engineering Record (HAER) Branch of National Park Service, U.S. Department of the Interior.

WHEREAS, the subject vessels are nationally recognized historic resources. In order to better identify and interpret the resources' significant engineering features, MARAD and HAER de to document the vessels, providing a series of large format photographs, measured and interpretive drawings, and written histories vessel types and associated features. This documentation will assist in future management decisions, facilitate interpretive efforts, and as a valuable resource for historians, citizens, and others interested in maritime history, naval architecture, and public works.

WHEREAS, under the authority of the 1935 Historic Sites Act (PL 74-292; 16 USC 461-467 and the 1966 National Historic Preservation Act (PL 89-665; 16 USC 470) as amended in 19 (PL 96-515; 16 USC 470), the Historic American Engineering Record (HAER) contributes to preservation of America's industrial, engineering, and technological heritage by preparing a permanent record of drawings, photographs and written data for deposit in the Library of Congress. HAER makes agreements and accepts donations to produce documentation on historically significant sites. This documentation identifies what is significant about a site and insures that a permanent record is available should the site be altered or destroyed; and

WHEREAS, MARAD is an interested party in the care, maintenance, preservation, and interpretation of vessels, both parties desire to enter into an agreement which will enable them utilize each other's specialized staff, equipment, resources and other capabilities.

NOW THEREFORE, in consideration of the foregoing, the parties hereto desire to cooperate they mutually agree as follows:

## I. PURPOSE

The purpose of this document is to set out the agreement among the above mentioned parties to support a HAER recording project to document the historical and technological development of the following vessels:

### COMPLETE DOCUMENTATION FOR THE FOLLOWING (phase II work)

\* Priority One - Suisun Bay

GENERAL POPE  
GENERAL PATRICK  
SPERRY  
GLACIER  
WINTHROP VICTORY

\* Priority Two - James River

SPHINX  
STATE  
ARTHUR M. HUDELL  
GAGE  
VULCAN

FIELD SURVEYS ONLY  
(Phase I work)

Priority Three - Suisun Bay

AMERICAN RACER  
SAGAMORE  
COMET  
GETTYSBURG  
Other ?

HAER will undertake photography and field surveys prior to disposal of the vessels.

## II. SCOPE OF WORK

HAER will record the significant design features with measured and interpretive drawings, large-format photographs and written data. In addition to contemporary photographs and drawings, a selection of historic photographs, drawings and illustrations may be copied and included as part of the record subject to copyright release. 10 vessels surveyed in FY06 will be completed in Phase II. Five new vessels will be surveyed in FY07 in Phase I. Phase II of the five new vessels will be completed under a separate agreement in FY08.

### Phase I -

Field Survey A Historian and Architect will conduct site visits to the vessels to gather data and prepare physical descriptions of the vessels prior to disposal.

Photographic Documentation (Approx. 30 large format photographs of five vessels, totaling approx. 150 views): Photographs of each vessel will be large-format (negative 4" x 5" or larger) black and white and selected color transparencies. In addition to contemporary photographs, historic photographs, illustrations and drawings may be selected for copying as part of the historical record, subject to copyright release.

### Phase II -

Written Documentation (approx. 10 pages for each of the 10 vessels totaling approx. 50 pages): A historian will prepare a narrative description and general history of the vessels

including their origins, design, construction and evolution.

**Drawing Documentation** (approx. 3-5 sheets for each of the 10 vessels, totaling approx. 30-50 sheets): Project architects will prepare measured and interpretive drawings of the general arrangements of the vessels and some details of the functional components. Original design drawings will be scanned and reformatted to HAER sheets while new drawings will interpret the machinery and process of systems as warranted.

### III. SCHEDULE

Documentation may begin upon signature of this agreement and transfer of funds to HAER and will be completed and transmitted to the Library of Congress 15 months following the start of the project. Photography and field surveys will be done prior to disposal of the vessels.

### IV. MARITIME ADMINISTRATION

MARAD will lend guidance to the team, in consultation with the HAER project manager, and will assist in any way possible that will contribute to the successful execution and completion of the project. In addition, it will provide or assist with:

- Access to the site for field recording.
- Access and use of original historical records, drawings and historic photographs;
- Briefing team members on policies and safety issues related to working on the site;

### V. HISTORIC AMERICAN ENGINEERING RECORD

HAER will organize and administer the project and will receive, edit and process the documentation for deposit in the Library of Congress. All HAER employees will be subject to safety procedures (i.e., training/equipment/policies) as deemed appropriate by MARAD. In addition, HAER will:

- Hire (or contract) and supervise all project personnel. Personnel may be members of the HAER staff, hired as Federal employees, private contractors, or be employed by outside organizations under cooperative agreements with the National Park Service. Federal employees will be covered by all benefits provided to U.S. government temporary employees. Non-Federal employees will be accorded VIP status for liability purposes;
- Prepare measured drawings, written reports, and large-format photographs for transmittal to the Library of Congress.

### VI. FUNDING

Upon execution of this agreement, MARAD will transfer funds in the amount of \$150,000 for phase I in FY07 to be used by HAER to pay for costs associated with production of the documentation. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project shall be



clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents.

## **VII. RECORDS**

Upon completion of HAER final editing and processing of the documentation, full-size Mylar and 8-1/2"x11" reduced copies of the drawings, one set of contact prints (4"x5" or larger format) of the record photographs, and copies of the historical data will be delivered to MARAD. All original documentation will be transmitted to the HAER collection at the Library of Congress. HAER documentation will be held in the public domain. Others may use and reproduce copies of all completed work for all purposes deemed useful and necessary, but will credit HAER, National Park Service, and the historian, delineator or photographer when the report, drawings or photographs are published or exhibited.

## **VIII. LIABILITY**

The parties accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law.

If HAER performs work under this agreement with its own forces, it shall be responsible for all damages to person or property arising from any act or negligence performed by or on behalf of HAER, its officers, agents, employees, or others in connection therewith. HAER specifically agrees that its agents or employees shall possess the experience, knowledge and character to qualify them individually for the particular duties they perform.

## **IX. TERMINATION**

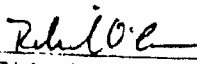
In the event that the MARAD decides to terminate this agreement before work is completed, the National Park Service shall take all reasonable measures to limit further costs. In the event of early termination or completion of the project under budget, HAER shall return all unspent funds.


**X. CONTACTS**

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**XI. APPROVALS**

 date 3.22.07  
Richard O'Connor, Chief  
Heritage Documentation Programs, NPS

 date 3/22/07  
William H. Cahill, Acting Director  
Office of Ship Operations  
Maritime Administration, USDOT