

DRAFT
MEMORANDUM OF AGREEMENT
BETWEEN
THE NAVAL AIR STATION, JACKSONVILLE, FLORIDA,
OF THE DEPARTMENT OF THE NAVY
AND
THE FLORIDA STATE HISTORIC PRESERVATION OFFICER
REGARDING
MITIGATION OF THE DEMOLITION OF
HANGARS 113, 114, AND 115,
NAVAL AIR STATION, JACKSONVILLE, FLORIDA

WHEREAS, the Naval Air Station Jacksonville (Navy) has determined, through consensual agreement reached during consultation with the Florida State Historic Preservation Officer (SHPO), that Hangars 113, 114, and 115 (Hangars) are historic properties, eligible for listing in the National Register of Historic Places (NRHP) and that work involving the Hangars has the potential to adversely affect its integrity; and,

WHEREAS, NAS Jacksonville does not have an identified tenant for the buildings and cannot continue to use the existing facilities because they do not meet current or proposed mission needs nor do they satisfy current building codes and associated safety requirements; and,

WHEREAS, the Navy has prepared an Economic Analysis subject to the requirements of Department of Defense Instruction (DODI) 4715.16 addressing all alternatives and circumstances surrounding the past and present conditions of the Hangars, and as a result, the Navy has concluded that the demolition of the Hangars is the most economic and feasible alternative available to the Navy; and,

WHEREAS, in consultation with the SHPO, the Navy has provided the SHPO with a copy of the Economic Analysis which supports the decision to demolish the properties in keeping with the intent to assess effects as specified in Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and,

WHEREAS, the Navy in compliance with the National Environmental Policy Act (NEPA) has begun an Environmental Assessment of the proposed demolition of the Building to assess the disposition alternatives and environmental requirements; and,

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

NOW, THEREFORE, the Navy and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations

STIPULATIONS

A. The Navy shall ensure that the following measures are carried out:

1. A booklet will be produced that discusses Albert Kahn, the designer of the hangar plans, Robert & Company, the architect/builder of the hangars within the context of World War II Naval Aviation and Architecture. The booklet will be available electronically in PDF format for easy download. It will be made available to the Florida State Historic Preservation Office, the Jacksonville Historical Society, the Naval History and Heritage Command, the NAS Jacksonville Cultural Resources Manager, and the NAS Jacksonville Public Affairs Office for incorporation into their respective websites.
2. The Navy will provide historical information about Albert Kahn, Robert & Company, and the construction of the hangars, and loan associated artifacts to the Jacksonville Museum of Science and History (MOSH) for potential exhibition.
3. The Navy proposes to preserve Hangar 116 as an example of the Landplane Hangars at NAS Jacksonville during World War II as long as economically feasible. All future work on Hangar 116 will meet the Secretary of Interior's Standards for Rehabilitation and comply with Section 106 of the NHPA.
4. All plans will be provided to the Florida SHPO in electronic form for curation in the permanent collection of the Florida Archives.

B. Dispute Resolution:

Should either party to this MOA object at any time to any actions proposed, or the manner in which the terms of this agreement are implemented, they shall consult with the other party to resolve the objection. If the SHPO should fail to respond within thirty (30) days of receipt of the submitted documentation, and the Navy determines that such objection(s) cannot be resolved, the Navy will:

1. Forward all documentation and relevant Navy/SHPO correspondence as outlined in the Section 106 regulations concerning the dispute, to the ACHP in accordance with 36 CFR Part 800.2(b)(2). Upon receipt of this documentation, the ACHP will review and provide the Navy with their comments on the dispute within 45 days from the date of ACHP receipt. Any comment provided by the ACHP, and all comments from the parties to the agreement, will be taken into account by the Navy in reaching a final decision regarding the final actions to be taken.

2. If the ACHP does not provide comments regarding the dispute within the above 45-day period, the Navy may construe this failure to respond as an indication of concurrence with the Navy's position and the Navy may proceed with the undertaking. In reaching its decision, the Navy will take into account all written comments it has received regarding the dispute from any party.
3. During the pendency of any dispute and prior to the resolution of such dispute under this Stipulation B-1, -2, and -3, the Navy shall continue to carry out all actions under this agreement that are not subject to or affected by the dispute.

D. Amendments; Failure to Reach Agreement on 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 party shall immediately consult with the other parties to negotiate an amendment that addresses only the specific dispute in question pursuant to 36 CFR Parts 800.6(c)(7). The amendment will be effective five (5) days after a copy signed by all parties is mailed to the ACHP. If the parties cannot agree to the terms of an amendment, any party may terminate the agreement in accordance with 36 C.F.R. Part 800.6(c)(8) and Stipulation F contained herein

E. Anti-Deficiency Act:

A. Any requirements in this agreement necessitating the expenditure of appropriated funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C § 1341). No obligation undertaken by the Navy pursuant to the terms of this agreement shall require or be interpreted to require a commitment to expend funds in violation of the Purpose Statute, 31 U.S.C. § 1301(a).

B. If the Navy cannot perform any part of this agreement due to the unavailability of funds, the parties, and if appropriate the ACHP, intend that the remainder of the agreement, that is not affected by the unavailability of funds, be executed.

F. Duration and Termination:

1. This MOA shall remain in effect for 5 years, or until the Navy has carried out its obligations of documentation and recordation, and that documentation has been satisfactorily accepted by the SHPO, as set forth in this MOA, whichever occurs earlier.

2. If after consultation outlined in Stipulation E the parties cannot agree on an amendment to the MOA, it may be terminated. This will be done in written correspondence to all the other consulting parties. Within 30 days following termination, the Navy shall notify the SHPO if it will initiate consultation to execute a new agreement under 36 CFR Part 800.6(c)(1) or request the comments of the ACHP under 36 CFR Part 800.7(a).

G. Execution:

The Navy's execution of, and compliance with, this agreement's requirements, and the parties' submission of this agreement, together with the documentation required by 36 C.F.R. Part 800.11(f) to the ACHP pursuant to 36 CFR Part 800.6(b)(1)(iv) prior to the Navy's approval of this undertaking, evidences that the Navy has met its obligations under Section 106 of the National Historic Preservation Act (16 U.S.C. 4706) and complied with the Act's implementing regulations (36 CFR Part 800 et. seq.), taking into account the undertaking's effects on historic properties, that the Navy and the SHPO agree that the "adverse" effect has been mitigated and has afforded the ACHP an opportunity to comment.

For The Navy:

_____ **Date:** _____

For the Florida State Historic Preservation Office:

_____ **Date:** _____

Accepted by the ACHP:

_____ **Date:** _____