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**Memorandum of Agreement**  
**Between**  
**The Department of the Navy**  
**And**  
**The California State Historic Preservation Officer**  
**For the Layaway, Caretaker Maintenance, Interim Leasing, Sale, Transfer,**  
**and Disposal of Historic Properties on the Former**  
**Naval Station Treasure Island, San Francisco, California**

**WHEREAS**, the Department of the Navy (DoN) has been directed to close, lease and dispose of its property at the former Naval Station Treasure Island (NSTI) pursuant to the Defense Base Closure and Realignment Act of 1990 (undertaking), has determined that the undertaking will affect properties located on the former NSTI that are listed on, have been determined eligible for, or may be potentially eligible for listing on the National Register of Historic Places (historic properties), has consulted the California State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act, as amended (16.U.S.C. 470f) (NHPA)), has notified the Advisory Council on Historic Preservation (Council) of the effect finding pursuant to 36 CFR Section 800.6(a)(1), and has received notification that the Council declines to participate in the consultation (See Attachment 1); and

**WHEREAS**, NSTI is located within the limits of the City and County of San Francisco (City), a Certified Local Government under Section 101(c) of the NHPA, and Article 10 of the San Francisco Planning Code specifically addresses *Preservation of Historical Architectural and Aesthetic Landmarks*; and

**WHEREAS**, the Treasure Island Development Authority (TIDA), a non-profit, public benefit corporation established by the City, is recognized by the Department of Defense as the Local Redevelopment Authority for NSTI, and

**WHEREAS**, upon disposal of the historic properties from the DoN to a non-Federal entity, any Federal jurisdiction ceases and the jurisdiction of the historic properties reverts exclusively to the City;

**WHEREAS**, the DoN has informed consulting parties and members of the public about the undertaking and involved such parties and the public in the consultation process using agency procedures for public involvement under the National Environmental Policy Act;

1 **NOW THEREFORE**, the DoN and the SHPO agree that the layaway, caretaker  
2 maintenance, interim leasing, sale, transfer, and disposal of historic properties  
3 (hereinafter, "leasing and disposal) at NSTI shall be implemented in accordance with the  
4 following stipulations in order to take into account the effect of the undertaking on  
5 historic properties, and that these stipulations shall govern leasing and disposal at NSTI  
6 until this Memorandum of Agreement (hereinafter, "MOA") is terminated.  
7  
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9 **STIPULATIONS**

10  
11 The DoN will ensure that the following measures are carried out:  
12  
13

14 **I. NATIONAL REGISTER NOMINATIONS**

- 15  
16 A. The DoN will nominate the following historic properties, depicted in  
17 Attachment 3, to the National Register in accordance with Section  
18 110(a)(2) of the National Historic Preservation Act (16 U.S.C. 470h2):  
19  
20 1. The Senior Officers Quarters Historic District (Yerba Buena  
21 Island): as follows:  
22 (a) Quarters 1 through 7  
23 (b) Building 83  
24 (c) Building 205, and  
25 (d) Building 230  
26 2. Quarters 10 (Yerba Buena Island) Officers Quarters  
27 3 Building 267 (Yerba Buena Island) Garage to Building 10  
28 4. Building 262 (Yerba Buena Island) The Torpedo Building  
29 5. Building 1 (Treasure Island), Administration Building, Golden  
30 Gate Exposition  
31 6. Building 2 (Treasure Island), Hall of Transportation, Golden Gate  
32 Exposition  
33 7. Building 3 (including Building 111) (Treasure Island), Palace of  
34 Fine and Decorative Arts and Annex, Golden Gate Exposition  
35  
36 B. The DoN will submit the above nominations to the Keeper of the National  
37 Register in accordance with 36 CFR § 60.9 prior to disposal.  
38

39 **II. ARCHAEOLOGY**

- 40  
41 A. The DoN completed an inventory of the archeological resources located  
42 on the former NSTI. The potential Archeological Sensitive Zones were  
43 identified in the *Archeological Resource Inventory and Assessment of*  
44 *Naval Station Treasure Island Disposal and Reuse Project, San Francisco*  
45 *County, California, June 1997* and are depicted in Attachment 4.  
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B. Prior to the DoN's disposal of NSTI, the DoN will submit a Research Design/Discovery Plan to the SHPO, that clearly delineates specific procedures to be taken, under various scenarios. The Navy will seek SHPO concurrence prior to conducting field work. The Research Design/Discovery Plan will outline the procedures to be followed, the decision-making process and consultation process with SHPO and other appropriate parties. As will be discussed in the Research Design/Discovery Plan, the Navy will conduct additional archaeological survey and / or archaeological testing and mitigation within identified Archaeological Sensitive Zones 1 – 4 that may be required and which may include:

1. Accurate delineation of sensitive areas and known archaeological sites on DoN property, including those contiguous portions that may occur on adjacent property.
2. Testing of known sensitive areas and archaeological sites to determine the significance of potential buried archaeological deposits.
3. Survey of submerged sensitive areas by qualified maritime archaeologists to determine the presence of potentially significant submerged resources.
4. Consultation with the SHPO to determine significance of any buried or submerged resources discovered during the testing and delineation of sensitive areas.
5. Development of treatment plans and implementation of mitigation measures in consultation with the SHPO for archaeological sites discovered through testing that are determined significant.
6. Consultation with the Bay Miwok prior to any ground disturbing archaeological testing or mitigation activities in areas believed to contain archaeological deposits that may be significant to the Bay Miwok. The Navy will make every attempt to contact the Bay Miwok, including correspondence, phone calls, e-mails, etc., and will assume no interest on the part of the Bay Miwok if no formal correspondence is received within 30 days.

C. Non-Applicability

1. The Federal Highway Administration obtained fee title to a portion of NSTI from the DoN and subsequently conveyed that property by deed dated October 26, 2000, to the California Department of Transportation (CALTRANS) for purposes of the San Francisco

1 Bay Bridge Seismic Retrofit. As a result of these actions, this  
2 MOA does not apply to the historic properties which are located  
3 within the former NSTI and which are now owned by CALTRANS  
4 (see Attachment 2). Such properties include:

5  
6 a. Potential archaeological sites and sensitive zones at Yerba  
7 Buena Island that are documented in the *Archeological*  
8 *Resource Inventory and Assessment of Naval Station*  
9 *Treasure Island Disposal and Reuse Project, San*  
10 *Francisco County, California, June 1997*, including the  
11 following:

- 12 1. A portion of Archeological site CA-SFr-4/H in  
13 Zone 1; and
- 14 2. A portion of an Historic/Prehistoric archaeological  
15 deposit in Zone 2;
- 16 3. A portion of Zone 3, (which may include  
17 undocumented submerged resources); and
- 18 4. A portion of the Twentieth Century Landfill in Zone  
19 4.  
20  
21

### 22 **III. HISTORIC ARTIFACTS AND RECORDS**

- 23  
24 A. DoN-owned historic artifacts and records that were included in the  
25 Treasure Island Naval and Marine Corps Museum will remain the  
26 responsibility of the Director of the Naval Historical Center, Washington  
27 Navy Yard, District of Columbia.  
28
- 29 B. The DoN has coordinated the disposal of Naval Station Treasure Island  
30 photographs with the National Archives Pacific-Sierra Region, San Bruno,  
31 and will transfer them to the National Archives from the DoN's  
32 Caretaker Site Office upon completion of preservation measures.  
33
- 34 C. The DoN has turned over to the City Department of Public Works plans,  
35 building drawings and construction photographs that were in the  
36 possession of the Naval Station Treasure Island Staff Civil Engineer's  
37 Office.  
38
- 39 D. Financial and administrative records were transferred to Naval Station San  
40 Diego and Naval Base San Diego, respectively, because these facilities  
41 assumed operation responsibilities for NSTI at closure.  
42

### 43 **IV. RECORDATION**

- 44  
45 A. DoN shall ensure that the non-archaeological historic properties listed in  
46 Stipulation I.A. of this MOA, with the exception of Building 1 (Treasure

1 Island) and Building 262 (Yerba Buena Island), are recorded prior to  
2 disposal from Federal ownership.

3  
4 1. Buildings 1 and 262 are called out in the City's *Naval Station*  
5 *Treasure Island Reuse Plan* (June 1996) as being priorities for  
6 preservation.

7  
8 B. The DoN shall contact the Pacific-Great Basin System Support Office,  
9 National Park Service (NPS), Oakland, California to determine what level  
10 and kind of recordation is recommended by NPS for such historic  
11 properties.

12  
13 C. The DoN shall provide copies of the final documentation prepared  
14 pursuant to paragraph A. of this stipulation to the SHPO, the City, and the  
15 San Francisco International Airport Bureau of Exhibitions, Museums, and  
16 Cultural Exchange.

17  
18 **V. LICENSING AND LEASING OF HISTORIC PROPERTIES**

19  
20 A. In order to maintain and protect historic properties covered by this  
21 agreement, the DoN may enter into licenses and leases for the use of DoN  
22 real property at NSTI prior to disposal in accordance with Section 5 of the  
23 *Base Reuse Implementation Manual* (Attachment 5).

24  
25 1. The DoN shall require all licensees/lessees to submit written plans  
26 for any proposed work on historic properties for DoN review and  
27 approval. Work may not proceed until the licensee/lessee has  
28 received written approval from the DoN, which shall not be  
29 granted unless the proposed work conforms to the Secretary of the  
30 Interior's *Standards for Rehabilitation and Guidelines for*  
31 *Rehabilitating Historic Buildings (Rehabilitation Standards)*.

32  
33 a. DoN review of plans submitted for proposed work on  
34 historic properties shall be conducted by persons who shall,  
35 at a minimum, meet the Secretary of the Interior's  
36 Professional Qualification Standards (Qualification  
37 Standards) in the appropriate disciplines (Attachment 6).

38  
39 2. No further consultation with the SHPO shall be required hereunder  
40 unless the DoN determines that the proposed work does not and  
41 cannot be modified to conform to the *Rehabilitation Standards*.

42  
43 a. If the DoN determines that the proposed work does not and  
44 cannot be modified to conform to the *Rehabilitation*  
45 *Standards*, the DoN may either reject the proposed work or  
46 consult pursuant to 36 CFR Part 800.

- 1  
2 3. Further consultation with the SHPO will not be required for  
3 painting previously painted interior and exterior surfaces in non-  
4 traditional colors for temporary uses, provided that the lessee has  
5 posted an adequate bond to insure that the property will be restored  
6 when the temporary use is complete.  
7  
8 4. Lease Agreements prevent lessees from undertaking any activity  
9 that may affect an identified historic or archaeological property,  
10 without the approval of the DoN. The DoN shall provide a list of  
11 traditional and non-traditional colors to lessees planning to paint  
12 historic properties covered by this MOA and only those colors may  
13 be used to paint the subject properties. The DoN shall retain the  
14 option that, prior to conveyance, lessee shall be required to restore  
15 historic properties to their original color scheme. The DoN will  
16 prepare a Technical Memorandum Report (TMR) identifying the  
17 “original conditions”. The TMR will be submitted for review and  
18 approval by the SHPO prior to the commencement of any such  
19 restoration efforts.  
20  
21 5. The DoN shall retain the right to inspect leased historic properties  
22 at least annually to ensure that the *Rehabilitation Standards* are  
23 followed and shall take appropriate remedial action to assure  
24 compliance where deviations are observed.  
25

26 **VI. LONG TERM PRESERVATION PLANNING**  
27

- 28 A. Upon conveyance of NSTI from the DoN, all historic properties conveyed  
29 as set forth herein shall fall within the jurisdiction of the City, a Certified  
30 Local Government under Section 101(c) of the NHPA. As such, all  
31 historic properties conveyed as set forth herein shall be subject to the City  
32 of San Francisco Planning Code, Article 10, Preservation of Historical,  
33 Architectural, and Aesthetic Landmarks (Attachment 7).  
34  
35 B. Upon conveyance of NSTI from the Navy to the TIDA or other designated  
36 property recipient, and in the event of a discovery in an Archeological  
37 Sensitive Zone, the City may designate a lot or site as a landmark site  
38 pursuant to Section 1004 of San Francisco Planning Code, Article 10,  
39 Preservation of Historical Architectural, and Aesthetic Landmarks  
40 (Attachment 7).  
41

42 **VII. PERSONNEL QUALIFICATIONS STANDARDS**  
43

- 44 A. The DoN shall ensure that all historic preservation work pursuant to this  
45 MOA, including but not limited to the planning and physical rehabilitation  
46 of historic properties is carried out by or under the direct supervision of a

1 person or persons meeting, at a minimum, the Qualification Standards in  
2 the appropriate disciplines.  
3  
4  
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6 **VIII. DOCUMENT REVIEW AND COMMENT**  
7

- 8 A. The SHPO shall be afforded forty-five (45) days after receipt to comment  
9 on any documentation submitted by the Navy as a result of consultation  
10 efforts or as a result of implementation of this MOA. Should the SHPO  
11 decline to participate or fail to respond within forty-five (45) days to a  
12 written request for comments, the DoN may assume the SHPO's  
13 concurrence in the DoN's proposed action.  
14

15 **IX. REPORTING**  
16

- 17 A. Until the terms of this MOA have been fulfilled and /or the MOA has been  
18 terminated, the DoN shall provide a written annual status report to all  
19 other parties.  
20  
21 1. The annual report shall be submitted by December 15<sup>th</sup> of each  
22 year and, at a minimum, shall address the following topics:  
23  
24 a. Status of the nomination of the Senior Officers Quarters  
25 Historic District (Yerba Buena Island) and those other  
26 buildings being nominated by DoN.  
27  
28 b. Discussion of problems or unanticipated issues related to  
29 management of historic properties during the previous year,  
30 including proposals for resolution of such problems and  
31 issues.  
32

33 **X. DISCOVERIES**  
34

- 35 A. Buried cultural materials may be present on the leased properties. If such  
36 materials are encountered by the City at NSTI prior to conveyance, the  
37 City shall immediately notify the DoN.  
38  
39 1. The City shall stop work immediately and notify the DoN so that  
40 the DoN can initiate consultation with the SHPO. The City shall  
41 not proceed with any work without the approval of the DoN.  
42  
43 2. If the newly discovered property has not previously been included  
44 in, or determined eligible for inclusion in, the National Register,  
45 the DoN may assume that the property is eligible for purposes of  
46 this MOA. Otherwise, the DoN may also proceed through the

1 process outlined in 36 CFR 800.4 for the identification of historic  
2 properties.

- 3
- 4 3. The DoN will notify the SHPO at the earliest possible time and  
5 consult to develop actions that will take into account any effects of  
6 the undertaking on any property assumed, or determined pursuant  
7 to 36 CFR 800.4, to be National Register eligible.
- 8
- 9 4. The DoN will notify the SHPO of any time constraints, and the  
10 DoN and the SHPO will mutually agree upon time frames for this  
11 consultation.
- 12
- 13 5. The DoN will provide the SHPO with written recommendations  
14 that take the effects of the undertaking into account.
- 15
- 16 a. If the SHPO does not object to the DoN's  
17 recommendations within the agreed upon time frame, the  
18 DoN will modify the scope of work as necessary to  
19 implement its recommendations. The DoN may then  
20 authorize the action to proceed.
- 21

22 **XI. RESOLUTION OF OBJECTIONS**

23

- 24 A. Should any party object to the manner in which the terms of this MOA are  
25 implemented, to any action carried out or proposed with respect to  
26 implementation of the MOA, or to any documentation prepared in  
27 accordance with and subject to its terms, the DoN shall immediately  
28 consult with all other parties for no more than thirty (30) days to resolve  
29 the objection. If the objection is resolved through such consultation, the  
30 action subject to dispute may proceed in accordance with the terms of that  
31 resolution. If, after initiating such consultation, the DoN determines that  
32 the objection cannot be resolved through consultation, the DoN shall  
33 forward all documentation relevant to the objection to the Council,  
34 including the DoN's proposed response to the objection, with the  
35 expectation that the Council will respond within thirty (30) days after  
36 receipt of such documentation:
- 37
- 38 1. Advise the DoN that the Council concurs in the DoN's proposed  
39 response to the objection, whereupon the DoN will respond to the  
40 objection accordingly; or
- 41
- 42 2. Provide the DoN with recommendations, which the DoN will take  
43 into account in reaching a final decision regarding its response to  
44 the objection; or
- 45



- 1                   3.       Notify the DoN that the objection will be referred for comment  
2                   pursuant to 36 CFR 800.7(a)(4), and proceed to refer the objection  
3                   and comment. The DoN shall take the resulting comment into  
4                   account in accordance with 36 CFR 800.7(c)(4) and Section 110  
5                   (1) of the NHPA.  
6  
7                   4.       Should the Council not exercise one of the above options within 30  
8                   days after receipt of all pertinent documentation, the DoN may  
9                   assume the Council's concurrence in its proposed response to the  
10                  objection.  
11  
12                 5.       The DoN shall take into account any Council recommendation or  
13                 comment provided in accordance with this stipulation with  
14                 reference only to the subject of the objection. The DoN's  
15                 responsibility to carry out all actions under this agreement that are  
16                 not the subjects of the objection will remain unchanged.  
17  
18        B.       At any time during implementation of this MOA, should an objection  
19        pertaining to such implementation be raised by a member of the public,  
20        the DoN shall notify in writing the other parties and take the objection into  
21        account. The DoN shall consult with the objector and, if requested by the  
22        objector, consult with any or all of the other parties to this MOA with  
23        respect to the objection. The time frame for such consultation shall be  
24        reasonably determined by the DoN. The DoN will render a decision  
25        regarding the objection and notify all parties hereunder of its decision in  
26        writing within a reasonable period of time following closure of this  
27        consultation period. In reaching its decision, the DoN will take all  
28        comments from the parties into consideration. The DoN's decision  
29        regarding resolution of the objection will be final.  
30  
31        C.       The DoN shall provide the SHPO and the Council, when Council  
32        comments have been issued hereunder, and any parties that have objected  
33        pursuant to paragraph B., above, with a copy of any final written decision  
34        regarding any objection.  
35  
36        D.       The DoN may authorize any action subject to objection under this  
37        stipulation to proceed after the objection has been resolved in accordance  
38        with the terms of this stipulation.  
39

40       **XII.    AMENDMENTS TO THE MOA**

- 41  
42        A.       If any party believes that this MOA should be amended, that party may at  
43        any time propose amendments, whereupon the parties will consult to  
44        consider the amendment pursuant to 36 CFR § 800.6(c)(7) and §  
45        800.6(c)(8).  
46

- 1 B. This MOA may be amended only upon the written concurrence of the  
2 signatory parties and the invited signatory party.  
3  
4

5 **XIII. TERMINATION**  
6

- 7 A. This MOA may be terminated only by either signatory party or by the  
8 invited signatory party. If this MOA is not amended as provided for in  
9 Stipulation XII., or if any of these parties proposes termination of this  
10 MOA for other reasons, the party proposing termination shall in writing  
11 notify all other parties, explain the reasons for proposing termination, and  
12 consult with the parties for no more than 30 days to seek alternatives to  
13 termination.  
14

- 15 1. Should such consultation fail, the signatory party or the invited  
16 signatory party proposing termination may terminate this MOA by  
17 promptly notifying all other parties in writing.  
18  
19 2. Termination hereunder shall render this MOA without further force  
20 or effect. Should this MOA be terminated before all historic  
21 properties covered by this MOA have been conveyed out of federal  
22 ownership or before the DoN, in consultation with all other parties  
23 has determined that all of its terms have been fulfilled, then  
24 beginning with the date of termination the DoN shall do the  
25 following:  
26  
27 a. Promptly consult with all other parties to this MOA to  
28 develop a new agreement pursuant to 36 CFR Part 800.  
29  
30 b. Ensure that until a new agreement is executed for the  
31 undertaking, that the DoN will not take or sanction any  
32 action or make an irreversible commitment that would  
33 result in an adverse effect or foreclose alternatives that  
34 could avoid or mitigate the adverse effect on historic  
35 properties until the consulting process has been completed.  
36

37 **XIV. DURATION OF THE MOA**  
38

- 39 A. Unless it is terminated pursuant to Stipulation XIII above, this MOA shall  
40 remain in effect until all stipulations have been fulfilled as determined by  
41 the DoN in consultation with all the other parties, or until such time as the  
42 historic properties covered by this MOA are no longer under federal  
43 ownership, whichever occurs first. Upon a determination by the DoN that  
44 either of these conditions has been met, this MOA will terminate and have  
45 no further force or effect. The DoN will promptly provide the other parties  
46 to this MOA with written notice of its determination and of termination of  
47 this MOA.

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**XV. ANTI-DEFICIENCY ACT**

- A. All requirements set forth in this MOA requiring the expenditure of DoN funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. Section 1341).
  - 1. No obligation undertaken by the DoN under the terms of this MOA shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose.
  
- B. If the DoN cannot perform any obligation set forth in this MOA because of the unavailability of funds, the DoN and the SHPO intend that the remainder of the MOA be executed.
  - 1. Any obligation under the MOA, which cannot be performed because of the unavailability of funds, must be renegotiated between the DoN and the SHPO.

**EXECUTION OF THIS MEMORANDUM OF AGREEMENT** by the DoN and SHPO, its transmittal by the DoN to the Council in accordance with 36 CFR 800.6(b)(1)(iv) and subsequent implementation of its terms, shall be evidence pursuant to 36 CFR 800.6(c), that this Memorandum of Agreement is an agreement with the Council for purposes of Section 110(1) of the NHPA, and shall further evidence that the DoN has afforded the Council an opportunity to comment on the “leasing and disposal” of NSTI and its effects on historic properties, that the DoN has taken into account the effects of the undertaking on historic properties, and that the DoN has satisfied its responsibilities under Section 106 of the National Historic Preservation Act and its implementing regulations codified at 36 CFR Part 800.

1 SIGNATORY PARTIES:

2  
3 UNITED STATES DEPARTMENT OF THE NAVY,

4  
5 BY: D. S. Bianchi Date: 2 June 03  
6 D.S. BIANCHI  
7 Captain, CEC, USN Commanding Officer,  
8 Engineering Field Activity West  
9

10  
11 CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

12  
13 BY: Stephen D. Kilsch for Date: 2 June 03  
14 DR. KNOX MELLON  
15 State Historic Preservation Officer  
16  
17  
18  
19

20 INVITED SIGNATORY PARTY:

21  
22 CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

23  
24 BY: \_\_\_\_\_ Date: \_\_\_\_\_  
25  
26 City of San Francisco  
27  
28  
29  
30

31 CONCURRING PARTIES:

32  
33 BAY MIWOK BAND

34  
35 BY: \_\_\_\_\_ Date: \_\_\_\_\_  
36 KATHERINE EROLINDA PEREZ  
37 Bay Miwok Band  
38  
39

40 CALIFORNIA PRESERVATION FOUNDATION

41  
42 BY: \_\_\_\_\_ Date: \_\_\_\_\_  
43  
44 California Preservation Foundation  
45  
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1 **SAN FRANCISCO ARCHITECTURAL HERITAGE**

2

3 **BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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5 San Francisco Architectural Heritage

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