

**MEMORANDUM OF AGREEMENT
AMONG THE DEPARTMENT OF ENERGY
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
AND THE
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE DEMOLITION OF THE BEVATRON BUILDING,
LAWRENCE BERKELEY NATIONAL LABORATORY, BERKELEY, ALAMEDA
COUNTY CALIFORNIA**

WHEREAS, the Department of Energy, Oakland Operations Office (DOE-OAK) has determined that the demolition of the Bevatron Building/Building 51 and 51A Complex, Lawrence Berkeley National Laboratory (Undertaking), will affect the Bevatron Building, a property eligible for inclusion on the National Register of Historic Places, and consulted with California State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) in accordance with 36 CFR 800, regulations implementing Section 106 of the National Historic Preservation Act, (16 U.S.C. 470f) and Section 110 of the same Act, (16 U.S. C. 470h-2(f));

NOW, THEREFORE, DOE-OAK, the SHPO, and the Council 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 DOE-OAK shall ensure that the following stipulations are carried out:

I. Recordation

- A. DOE-OAK shall use, to the extent feasible, office and laboratory space in Building 51 to meet facility needs to achieve Lawrence Berkeley Laboratory's science and technology mission. This includes examining the use of Building 51 for accelerators and other large experimental apparatus, such as the equipment for the heavy-ion fusion program.
1. If the DOE determines that the re-use of Building 51 shall require the removal of the Bevatron apparatus from the building, the DOE-OAK shall contact the Historic American Engineering Record (HAER), National Park Service, 600 Harrison Street, Suite 600, San Francisco, 94107, to determine what level and kind of recordation is required for the apparatus. Unless otherwise agreed to by HAER, DOE-OAK shall ensure that all documentation is completed and accepted by HAER prior to the undertaking, and that copies of this documentation are made available to the SHPO and appropriate local archives designated by the SHPO.

2. If the DOE-OAK determines that the re-use of Building 51 is not feasible, or that the building can no longer contribute to the program goals of the facility, the DOE may demolish Building 51 provided that the measures included in Stipulation I.A.1 of this MOA have been completed and that the DOE-OAK contact the Historic American Building Survey (HABS), National Park Service, 600 Harrison Street, Suite 600, San Francisco, 94107, to determine what level and kind of recordation is required for the building. Unless otherwise agreed to by HABS, the DOE-OAK shall ensure that all documentation is completed and accepted by HABS prior to the undertaking, and that copies of this documentation are made available to the SHPO and an appropriate local archives designated by the SHPO.

II. **Dispute Resolution Among Consulting Parties**

Should the DOE-OAK or the SHPO object within 30 days to any action pursuant to this Agreement, the parties to the agreement shall consult to resolve the objections to the Agreement. If DOE-OAK determines that the objection cannot be resolved, DOE-OAK shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either:

1. provide the DOE-OAK with recommendations, which the DOE-OAK will take into account in reaching a final decision regarding the dispute; or
2. notify DOE-OAK that it will comment pursuant to 36 CFR 800.6(b), and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the DOE-OAK in accordance with 36 CFR 800.6(c) (2) with reference only to the subject of the dispute; the DOE-OAK's responsibility to carry out all actions under this Agreement that are not subjects of the dispute will remain unchanged.

III. **Amendments**

If any of the signatories determines that the terms of this Agreement cannot be carried out as written and that the Agreement should be amended, that signatory shall immediately consult the other signatories concerning such amendment. Amendments shall be considered and executed in accordance with 36 CFR 800.5(e)(5).

IV. **Failure to Carry Out the Terms of This Agreement**

Failure to carry out the terms of the Agreement require that DOE-OAK again request the Council's comments in accordance with 36 CFR 800. If DOE-OAK cannot carry out the terms of the Agreement, it will not take or sanction any action or make any irreversible commitment that would result in an adverse effect to a historic property or that could foreclose the Council's consideration of modifications or alternatives to the undertaking.

Execution of this Memorandum of Agreement and implementation of its terms evidence that the DOE-OAK has afforded the Council an opportunity to comment on the undertaking and its effects on historic properties, and that the DOE-OAK has taken into account the effects of the undertaking on historic properties.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: _____ DATE: _____
John M. Fowler, Executive Director

DOE OAKLAND OPERATIONS OFFICE

BY: *Martin J. Romagosa* _____ DATE: *10/7/97* _____
for James M. Turner, Ph.D., Manager

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY: _____ DATE: _____
Cherilyn Widell