

**MEMORANDUM OF AGREEMENT BETWEEN
COMMANDER, NAVY REGION NORTHWEST,
THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER**

REGARDING BUILDING 58 DEMOLITION AT NAVAL BASE KITSAP-BREMERTON, WA

WHEREAS, Commander, Navy Region Northwest (hereinafter the "Navy") proposes to demolish Building 58 at Naval Base Kitsap-Bremerton (hereinafter the "Undertaking"); and

WHEREAS, the Navy has determined that the proposed demolition constitutes an Undertaking that has the potential to cause effects on historic properties and is subject to review under Section 106 of the National Historic Preservation Act (NHPA) 54 United States Code (U.S.C) § 306108, and its implementing regulations, 36 Code of Federal Regulations (C.F.R.) Part 800; and

WHEREAS, the Navy has established the areas of potential effect (APE) for the Undertaking as defined at 36 C.F.R. § 800.16(d) as the boundary of the National Register of Historic Places-eligible Puget Sound Naval Shipyard Historic District, which encompasses the Navy Yard Puget Sound National Historic Landmark, as further depicted in Appendix A; and

WHEREAS, the Navy has completed Section 106 identification of historic properties and has determined that the Undertaking may adversely affect properties listed in the National Register of Historic Places; and

WHEREAS, the Navy, the Washington State Historic Preservation Officer (SHPO), and the National Park Service (NPS) have agreed that Building 58 is a contributing resource of the Navy Yard Puget Sound National Historic Landmark, designated by the Secretary of the Interior, as defined by 36 C.F.R. § 800.16(p); and

WHEREAS, the Navy has developed this Memorandum of Agreement (MOA) pursuant to 36 C.F.R. § 800.6 (c) and has consulted with the SHPO and NPS; and

WHEREAS, on 24 March 2025, the Navy notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and on 3 April 2025, the Council chose not to participate pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

WHEREAS, on 19 December 2024, the Navy notified the National Park Service (NPS) on behalf of the Secretary of the Interior of its adverse effect determination with specified documentation. The NPS chose to participate pursuant to 36 C.F.R. § 800.10(c) as a concurring party; and

WHEREAS, the Navy has also coordinated public participation for this agreement through a public review and comment period and considered all comments received; and

WHEREAS, the Navy has consulted with the Suquamish Tribe who has expressed no concerns about the Undertaking.

NOW, THEREFORE, the Navy 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 Navy shall ensure that the following measures are carried out:

I. MITIGATION MEASURES

A. Documentation:

Prepare Historic American Building Survey (HABS) documentation of Building 58.

- a. Prior to the commencement of the project, the Navy shall contact the regional HABS coordinator at the NPS Interior Regions 8, 9, 10, and 12 Regional Office to request that NPS stipulate the level and procedures for completing the documentation. Within ten (10) days of receiving the NPS stipulation letter, the Navy shall send a copy of the letter to all consulting parties for their information.
- b. The Navy shall ensure that all recordation documentation activities are performed or directly supervised by architects, historians, photographers, and/or other professionals meeting the qualification standards in the Secretary of Interior's Professional Qualification Standards (36 CFR 61, Appendix A).
- c. The Navy shall submit the draft HABS documentation package to the NPS and SHPO for review and approval prior to finalization.
- d. The Navy shall provide two sets of the final archival and digital HABS documentation package to the NPS for acceptance and submission to the Library of Congress and SHPO.
- e. Upon acceptance by NPS, the Navy shall notify the SHPO that all copies as defined in stipulation I.A(d) have been distributed to NPS and NPS has accepted the documentation. All documentation shall be completed prior to the commencement of the project.

B. Interpretation

Video recordation of the Navy Yard Puget Sound National Historic Landmark

- a. Prior to demolition, develop a 20-minute professionally narrated video recordation of the Navy Yard Puget Sound National Historic Landmark historic district facilities. The video shall include short oral histories of a minimum of two shipyard workers.
- b. The Navy shall provide a rough-cut copy to the SHPO and NPS for review prior to finalization of the video.
- c. The Navy shall post the final video on a publicly available Navy website.

C. Preservation & Compliance

Programmatic Agreement for removal of historic machinery, equipment and objects.

- a. The Navy, in consultation with the SHPO, NPS, ACHP, and interested parties, shall develop a Programmatic Agreement to address effects from future machinery, equipment and object removal and demolition at NBK Bremerton facilities not covered by other agreement documents.
- b. The agreement document shall define a streamlined consultation and mitigation development process and timeline that allows the Navy to dispose of historic machinery, equipment and objects in an expeditious manner as well as prescribe mitigation measures to be taken for each item to be disposed of.

- c. The agreement document shall include stipulations to preserve machinery, equipment and objects for interpretive purposes. Specific items and preservation locations to be determined and agreed upon by consulting parties.

D. Salvage

Architectural feature salvage

- a. Prior to demolition, salvage the following architectural features, deemed to be important to the history of the district. Items shall be stored in a climate-controlled facility for use in future Naval Base Kitsap-Bremerton new construction facilities until such time they can be installed or displayed.
 - i. Approximately 10' x 10' section of woodblock flooring (free from hazardous or toxic materials). To be designed and installed in the new Shipfitter and Welder Facility to be designed and constructed as part of the Bremerton Waterfront Improvement Project in 2027.
 - ii. Original wagon wheel window from north façade. To be designed and installed in the new Shipfitter and Welder Facility to be designed and constructed as part of the Bremerton Waterfront Improvement Project in 2027.
- b. The Navy shall include an interpretive panel describing the feature and its history in a location adjacent to the salvaged feature, constructed of a durable material. The Navy shall provide draft text for the panel to SHPO and NPS for review prior to final printing.

II. REPORTING REQUIREMENTS

The Navy shall submit a report to the SHPO and NPS within twelve (12) months of the effective date of this MOA and every twelve (12) months thereafter until the mitigation measures in Stipulation I are completed or this MOA is terminated. The report(s) shall list a summary of the status of the undertaking and a status of each of the mitigation measures.

III. REVIEW

The SHPO and NPS may elect to review the activities carried out pursuant to the MOA. The Navy shall cooperate with the SHPO and NPS in carrying out their review responsibilities.

IV. DISPUTE RESOLUTION

- A. The Navy shall consult with the SHPO and NPS over any written SHPO and/or NPS objection regarding proposed or completed Navy actions.
- B. If after receipt of a written objection and engaging in consultation, any Signatory Party determines that the objection cannot be resolved, the Navy shall forward all relevant documentation, to include the Navy's proposed response to the ACHP.
- C. Within thirty (30) calendar days after receipt of all relevant documentation, the ACHP shall exercise one of the following options as set out in 36 CFR 800.7;
 - a. Concur with the Navy's proposed response; or
 - b. Provide recommendations on the Navy's proposed response. The Navy shall consider the recommendations before making a final decision on how to proceed; or

- c. Determine that further consultations will not be productive and recommend termination. If only partial termination results, then the provisions under Stipulation VIII: Termination will be followed for those specific portions of the MOA that are affected and the remaining stipulations will remain in effect. If full termination is recommended, then the provisions under Stipulation VIII: Termination will be followed.

V. STAFF QUALIFICATIONS

All work required to meet stipulations of this MOA shall be carried out by or under the supervision of an architect, architectural historian or, historical architect meeting the minimum standards as identified in the Secretary of the Interior's Professional Qualification Standards (48 Federal Register (FR) 44716).

VI. ANTI-DEFICIENCY ACT

- A. The Anti-Deficiency Act (31 U.S.C. § 1341) prohibits federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. Accordingly, the Signatory Parties agree that any requirement for obligation of funds arising from the terms of this MOA shall be subject to the availability of appropriated funds for that purpose, and that the stipulations contained in this MOA shall not be interpreted to require the obligation or expenditure of funds in violation of the Anti-Deficiency Act.
- B. If compliance with the Anti-Deficiency Act alerts or impairs the Navy's ability to implement the stipulations of this MOA, the Navy shall consult with the Signatory Parties. If an amendment is necessary, the provisions of Stipulation VII: Amendment shall be followed.

VII. AMENDMENT

- A. Any Signatory Party may propose an amendment.
- B. The amendment process starts when a Signatory notifies the other Signatory Parties in writing requesting an amendment. The notification will include the proposed amendments and the reasons supporting them. The Signatory Parties involved shall consult to consider any proposed amendment.
- C. An amendment shall not take effect until it has been agreed to and executed by all Signatory Parties.

VIII. TERMINATION

Any Signatory Party of this MOA may terminate it in part or in whole by providing thirty (30) days' notice to the other parties, providing that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that will avoid termination. In the event of full termination, all Signatory Parties will comply with 36 C.F.R. Part 800 regarding individual projects included in the Undertaking. In the event only a portion of the MOA is terminated, the remainder of the stipulations will remain in effect and the MOA will be amended to reflect the change in accordance with the provisions of this stipulation.

IX. TERM OF THIS MOA

This MOA shall become effective upon execution by all Signatory Parties and shall remain in effect for a period of five years or until the Undertaking and all mitigation measures have been completed, whichever occurs first. If the Undertaking, mitigation measures or other stipulations contained in this MOA have not been completed within three months prior to the end of the five-year MOA period, the Signatory Parties

will review the MOA to determine if it needs to be extended, amended or allowed to terminate. The MOA may be terminated at any time in accordance with the provision of Stipulation VIII.

SIGNATORY PARTIES

All the undersigned Signatory Parties certify that they have full authority to represent and bind their respective agency for the purpose of entering into this MOA.

DEPARTMENT OF THE NAVY

REVIEWED AND CONCUR:

M. SUCATO, Rear Admiral, USN
Commander Navy Region Northwest

Date:

WASHINGTON STATE HISTORIC PRESERVATION OFFICER

APPROVED:

Date:

ALLYSON BROOKS, PhD
Washington State Historic Preservation Officer

CONCURRING PARTY

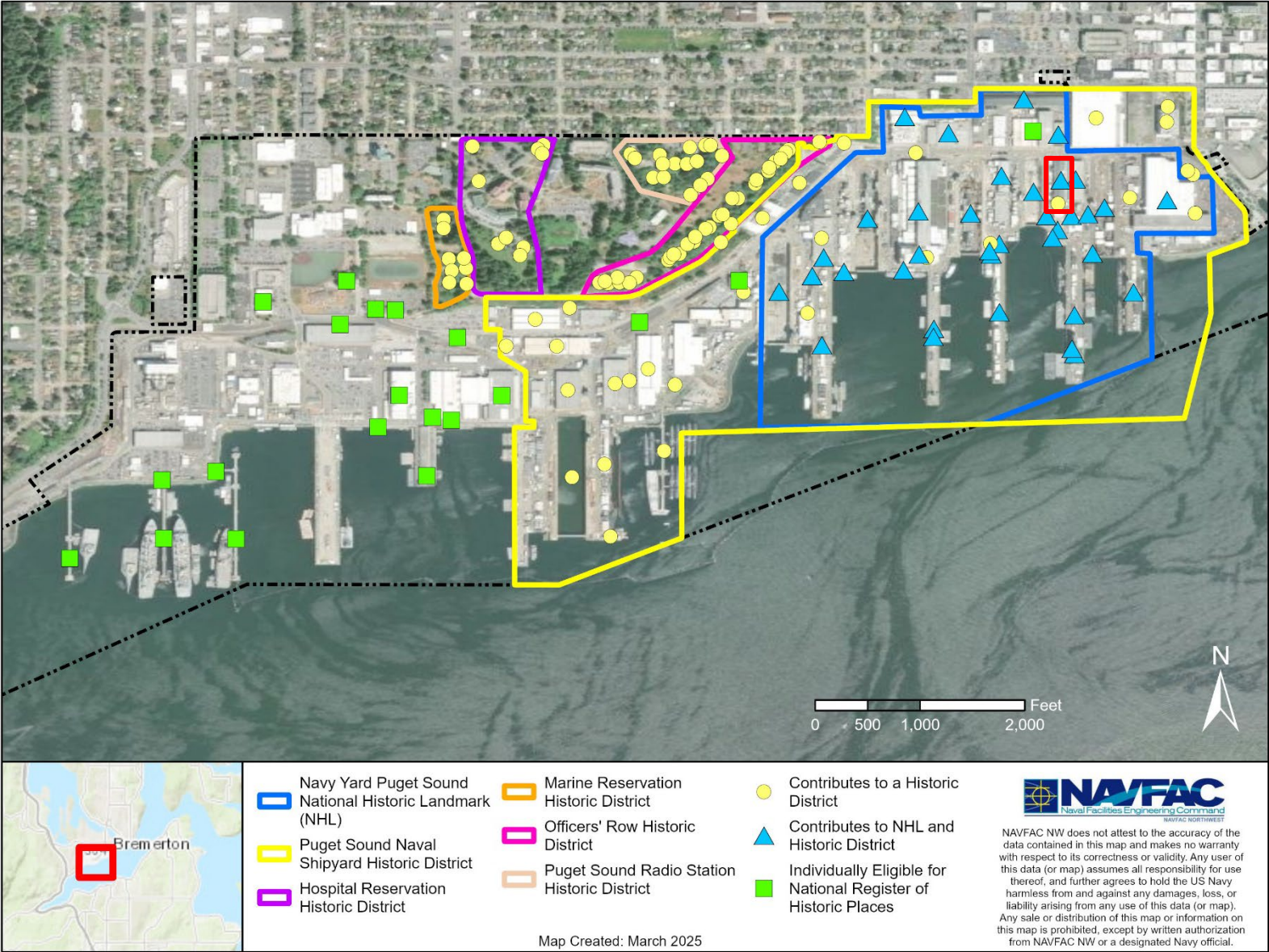
NATIONAL PARK SERVICE

APPROVED:

DAVID SZYMANSKI, Regional Director,
Pacific West Region, National Park Service

Date:

MOA – BUILDING 58 DEMOLITION



Project APE (yellow outline), project location (red outline) with NBK-Bremerton historic districts and NHL identified