

**MEMORANDUM OF AGREEMENT BETWEEN
COMMANDER, PUGET SOUND NAVAL SHIPYARD AND INTERMEDIATE
MAINTENACE FACILITY
AND
THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER
REGARDING CRANE 30 DEMOLITION AT NAVAL BASE KITSAP BREMERTON, WA**

WHEREAS, Commander, Puget Sound Naval Shipyard and Intermediate Maintenance Facility (hereinafter the "Navy") proposes to demolish Crane 30 at Naval Base Kitsap Bremerton (hereinafter the "Undertaking"); and

WHEREAS, the Navy has determined that the proposed improvements constitute 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 footprint of Pier 4 and Drydock 2, 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 and the Washington State Historic Preservation Officer (SHPO) have agreed that Crane 30 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

WHEREAS, on 19 November 2018, the Navy notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and on 7 December 2018, the Council chose not to participate pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

WHEREAS, on 20 November 2018, 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 not to participate pursuant to 36 C.F.R. § 800.10(c); 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

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. The Navy shall prepare Historic American Engineering Record documentation of Crane 30 meeting the Secretary of the Interior's Guidelines Level II. The documentation shall be prepared in consultation with, and reviewed by, the SHPO and NPS. Final documentation shall be submitted by the NPS for publication at the Library of Congress.

B. Within two years of the execution of this Agreement, the Navy shall develop an approximately 3-foot by 5-foot interpretive display at the Puget Sound Navy Museum documenting Puget Sound Naval Shipyard's historic cranes. The SHPO shall review and approve design iterations of the display within 30 days of receipt from the Navy.

II. REPORTING REQUIREMENTS

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

IV. DISPUTE RESOLUTION

A. The Navy shall consult with the SHPO over any written SHPO objection regarding proposed or completed Navy actions.

B. If after receipt of a written objection and engaging in consultation, either 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;

1. Concur with the Navy's proposed response; or

2. Provide recommendations on the Navy's proposed response. The Navy shall consider the recommendations before making a final decision on how to proceed; or

3. 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 will 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. 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. Either 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:

J. MOSMAN, Captain, USN
Commander Puget Sound
Naval Shipyard & Intermediate
Maintenance Facility

Date:

DRAFT

WASHINGTON STATE HISTORIC PRESERVATION OFFICER

APPROVED:

ALLYSON BROOKS, PhD
Washington State Historic Preservation Officer

Date:

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MOA – CRANE 30 DEMOLITION



APPENDIX A