

**MEMORANDUM OF AGREEMENT BETWEEN
COMMANDER, NAVY REGION NORTHWEST
AND**

THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER
REGARDING QUARTERS M-2 DEMOLITION AT NAVAL BASE KITSAP BREMERTON, WA

WHEREAS, Commander, Navy Region Northwest (hereinafter the "Navy") and partner Pacific Northwest Communities, LLC (hereinafter "PNC, LLC") propose to demolish Quarters M-2 at Naval Base Kitsap Bremerton (hereinafter the "Undertaking"); and

WHEREAS, the Navy has determined that the proposed Undertaking 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 Marine Reservation Historic District, as further depicted in Appendix A; and

WHEREAS, the Navy has completed Section 106 identification of historic properties and has determined that the Undertaking will result in a "Historic Properties Adversely Affected" determination for a property listed in the National Register of Historic Places; and

WHEREAS, the Navy and the Washington State Historic Preservation Officer (SHPO) have agreed that Quarters M-2 is a contributing resource of the Marine Reservation Historic District, designated by the Secretary of the Interior, as defined by 36 C.F.R. § 800.16(q); 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 Washington State Historic Preservation Officer (SHPO); and

WHEREAS, on 29 May 2020, the Navy notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and on 9 July 2020, the Council chose not to participate pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

WHEREAS, on 26 May 2020, the Navy notified the National Park Service (NPS) on behalf of the Secretary of the Interior of its adverse effect determination with specified documentation and on 14 December 2020 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 from April XX, 2022 through April XX, 2022, and considered all comments received; and

NOW, THEREFORE, the Navy, PNC LLC, and the SHPO, as the signatory parties, agree that the Undertaking shall be implemented in accordance with the following stipulations in order to resolve the Adverse Effects to Historic Properties caused by the Undertaking in compliance with the NHPA.

STIPULATIONS

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

I. MITIGATION MEASURES

PNC, LLC, on behalf of the Navy, will ensure that all mitigation stipulations will be carried out under the supervision of a cultural resource professional(s) meeting the Secretary of the Interior (SOI) Professional Qualifications as defined in 36 CFR Part 61.

A. Documentation:

- a. Prepare Historic American Building Survey documentation of Quarters M-2 and its associated garage 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. Prior to demolition, develop a 10-minute professionally narrated video recollection of the Quarters M-2 exterior and interior as well as the exterior of the entire historic district. The Navy shall provide a draft version to the SHPO for review prior to finalization of the video.

B. Interpretation:

- a. In consultation with the SHPO and prior to demolition, contact HistoryLink.org to develop a Feature Article about underrepresented communities within the Navy at Puget Sound Naval Shipyard and Naval Base Kitsap Bremerton. Once completed, the essay shall be uploaded to HistoryLink.org, the Washington State free on-line encyclopedia of Washington history.
- b. In consultation with the SHPO, design and install an interpretive sign to be located within the boundary of the Marine Reservation Historic District. The sign shall consist of a low profile (45-degree angle) metal frame and weather resistant panel no larger than 26-inches by 36-inches. The panel shall include graphics and/or photos and narrative describing the history and significance of the residences, landscapes, and residents of the homes as they related to the Marine Corps role at NAVBASE Kitsap - Bremerton in the early 1900s.

C. Salvage:

- a. Prior to demolition, salvage the following architectural features, deemed to be important to the history of the district. Items shall be stored by PNC, LLC for use in other Naval Base Kitsap Bremerton historic residences.
 1. Functioning original radiators
 2. Functioning original metal door hardware
 3. Original pocket doors
 4. Original screen doors
 5. Functioning original window counter balances (metal & rope)
 6. Original bathroom hardware
 7. Exterior copper gutters, downspouts and scuppers in usable condition
 8. Exterior original lighting

II. REPORTING REQUIREMENTS

The Navy, in conjunction with PNC, LLC, 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 and PNC, LLC, shall cooperate with the SHPO in carrying out its review responsibilities.

IV. DISPUTE RESOLUTION

A. The Navy and PNC, LLC shall consult with the SHPO over any written SHPO objection regarding proposed or completed mitigation 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 § 800.9;

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-

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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 (5) 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 (3) 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.

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DEPARTMENT OF THE NAVY

By: _____
B. J. Collins, Rear Admiral
Commander, Navy Region Northwest

Date: _____

PACIFIC NORTHWEST COMMUNITIES, LLC

By: _____
G. Raap
Vice President

Date: _____

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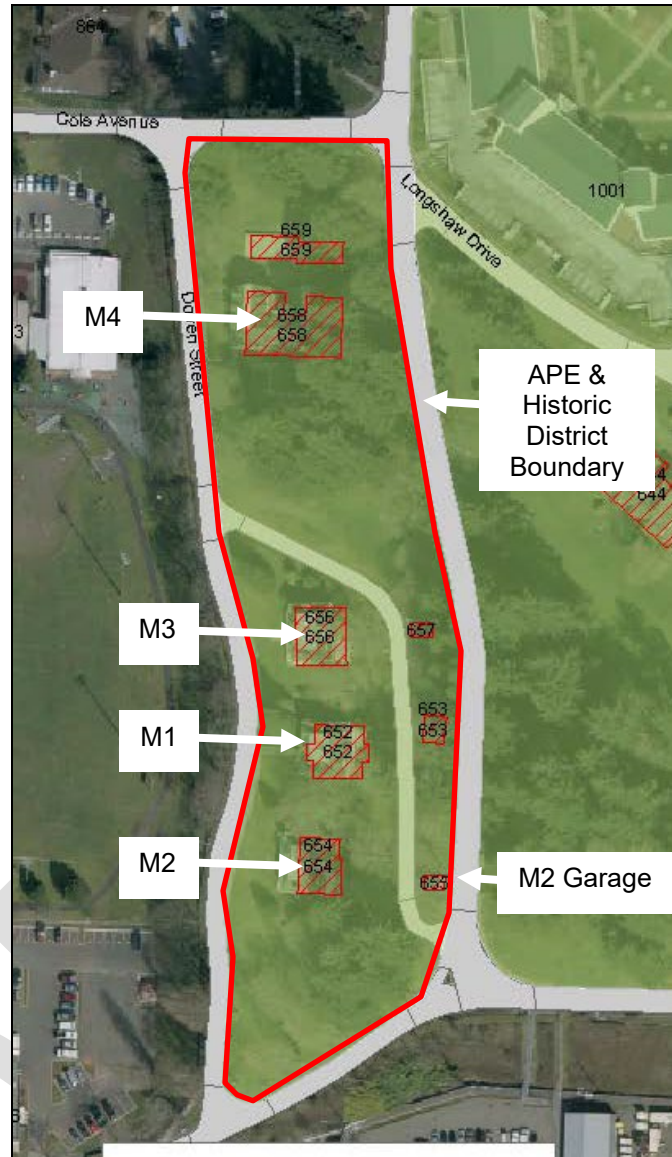
WASHINGTON STATE HISTORIC PRESERVATION OFFICER

By: _____
Allyson Brooks, PhD
Washington State Historic Preservation Officer

Date: _____

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Area of Potential Effect and Quarters M2 Location