

**MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDER, NAVY REGION NORTHWEST
AND
THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER
REGARDING NAVY RAILROAD BRIDGE IMPROVEMENTS AT NAVAL
BASE KITSAP, BREMERTON, WA**

WHEREAS, Commander, Navy Region Northwest (hereinafter the "Navy") proposes to make seismic improvements to the State Route 3 Bridge and Mason Lake Road Bridge, owned by Naval Base Kitsap (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 two bridge footprints and associated laydown areas, 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 the State Route 3 Bridge and Mason Lake Road Bridge are contributing resource of the Shelton-Bangor Railroad Corridor Historic District, designated by the Secretary of the Interior, as defined by 36 C.F.R. § 800.16(l); 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 11 June 2019, the Navy notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and on 25 June 2019, the Council chose not to participate pursuant to 36 C.F.R. § 800.6(a)(1)(iii); 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 Skokomish and Squaxin Tribes who have not expressed 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. Within two years of the execution of this Agreement, the Navy shall document the State Route 3 Bridge and Mason Lake Road Bridge following Washington Department of Archeology and Historic Preservation Level II Mitigation Documentation Requirements, set out in Appendix B, at a cost not to exceed \$30,000. Prior to construction, the Navy shall complete a draft of all photographic documentation and forward it for review and comment to the SHPO. The SHPO will provide its response within 30 days of receipt. Copies of the final documentation shall be provided to the SHPO and other interested/appropriate organizations identified by the Navy in consultation with the SHPO.

B. Within five years of the execution of this Agreement, the Navy shall develop and construct an interpretive display at Naval Base Kitsap in recognition of the historic significance of the Shelton--Bangor Railroad at a cost not to exceed \$10,000. The sign shall be a low profile angle type sign, approximately 36 in by 24 in. and approximately 32 inches off the ground. The sign frame and base shall be powder coated metal with fiberglass embedded panel, weather and graffiti resistant, printed in color. The display will include information on the historic railroad, its construction, and its relationship to the military mission at Bangor. The Navy will afford the SHPO and other interested parties the opportunity to review and comment on at least one draft of text, images, and graphics of the interpretive display prior to its manufacture. For public viewing of the display, the Navy will provide the SHPO with a printable version for posting to the Washington Information System for Architectural and Archaeological Records Data (WISAARD).

II. REPORTING REQUIREMENTS

The Navy shall submit a report to the SHPO within 12 months of the effective date of this MOA and every 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 over which either Signatory Party has jurisdiction.

B. If after initiating notification and engaging in consultation with the Navy, 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 30 calendar days after receipt of all relevant documentation, the ACHP shall exercise one of the following options;

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 other Signatory Party. 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 Party 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.

D. The Navy shall file the executed amended MOA with the ACHP.

VIII. TERMINATION

Any Signatory Party of this MOA may terminate it in part or in whole by providing 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:

E. A. SCHRADER/
R. G. RHINEHART Captain, USN
Commanding Officer
Naval Base Kitsap

Date:

APPROVED:

C. S. GRAY, Rear Admiral, USN
Commander
Navy Region Northwest

Date:

WASHINGTON STATE HISTORIC PRESERVATION OFFICER

APPROVED:

ALLYSON BROOKS, PhD
Washington State Historic Preservation Officer

Date



Shelton State Route 3 Bridge



Mason Lake Road Bridge

DAHP Mitigation Options and Documentation Standards

Mitigation is an important outcome of the consultation process when there is an adverse effect on historic properties. Adverse effects can range in scope from demolition, to a property leaving federal government ownership. Mitigation is used to moderate adverse effects by, at the very least, providing documentation of the property before it is lost or significantly altered. Typical mitigation measures include:

- Limiting the magnitude of the undertaking;
- Modifying the undertaking through redesign, reorientation of construction on the project site, or other similar changes;
- Repair, rehabilitation, or restoration of an affected historic property (as opposed, for instance, to demolition);
- Preservation and maintenance operations for involved historic properties;
- Documentation (drawings, photographs, histories) of buildings or structures that must be destroyed or substantially altered;
- Relocation of historic properties; and
- Salvage of archaeological or architectural information and materials; and
- Interpretation of the property via historical markers, plaque, publication, etc.

Additional mitigation measures may include public participation activities, off-site mitigation for another historic resource, or non site-specific mitigation.

For the mitigation option of documentation, the following standards have been developed. Documentation may include drawings, photographs, and histories of the buildings, structures, or resource that will be adversely affected.

Since significance levels vary, the appropriate level of documentation will also vary. The highest level (Level I, see federal register Vol. 68, No. 139) is Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) documentation, which is coordinated with the National Park Service, and submitted to the Library of Congress. This level of documentation is reserved for properties that have State and/or National significance. HABS/HAER level documentation requires coordination with Department of Archaeology & Historic Preservation (DAHP) and the National Park Service Columbia Cascades System Support Office in Seattle.

For properties that do not require the level of documentation provided by HABS/HAER, in Washington State there are two levels of documentation depending on the status and significance of the historic property.

DAHP in conjunction with the applicant will decide what level of documentation is required. The compiled information must be submitted to DAHP for review and acceptance before any work occurs on the site of the historic resource. The final documentation will be retained by DAHP and other appropriate archives.

Level I Mitigation Documentation Requirements

Level I documentation is the highest level of mitigation and is called Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) level documentation. This level of documentation is reserved for properties that have State and/or National significance. This level of documentation requires coordination with Department of Archaeology & Historic Preservation (DAHP) and the National Park Service Columbia Cascades System Support Office in Seattle. For specific guidelines see Federal Register Vol. 68, No. 139.

Level II Mitigation Documentation Requirements

The following documentation shall be completed, reviewed and accepted as adequate by DAHP prior to implementation of the project. All documentation shall be submitted in 8 ½ x 11 format and printed on archivally stable paper (25% cotton bond or better). Level II mitigation at a minimum shall include:

Historical Report which includes:

- Historic and common name of property
- Property Address (street address, city, county and section/township/range)

Historical background information

- Date of construction (justified through documented sources)
- Complete stylistic and/or architectural description of the resource including documentation of changes that have occurred over time
- Description of architectural and/or associative significance using reliable sources
- Contextual information, which equates the significance of the property.
- Original and current function
- Ownership/occupancy history
- Name and biographical information of architect and/or builder
- Description and justification for action requiring mitigation.

Drawings and Maps & Additional Info

- Sketch site plan showing footprint of subject resource and surrounding buildings
- Sketch floor plans of existing conditions of all levels of each building, or copies of original plans if available (8 ½ x 11 format or scanned to CD rom)
- If available, printed copies or clear laser-copies of historic photographs
- GLO map and/or USGS quad/topo map indicating location of property with UTM's
- Complete or update Statewide Historic Property Inventory form in electronic version (if not already done)

Photographs

All photos must be 35mm format or digital format (using min 300dpi) and printed using archival quality (hand-processed and/or printed on Fiber-based paper or Resin-coated paper which has been washed with a hypo-clearing or neutralizing agent) paper meeting a 75 year standard. DAHP does not require negatives to be sent. However if using digital files, images should be burned to an archival CD and sent with the final documents.

Printed photos shall be 5x7 (8 x10 optional) black-and-white or color prints and should include views of:

- overall site showing context and setting
- each exterior elevation of subject property(s)
- detail images of significant character-defining features, such as windows, doors, eave details, porches, balconies, etc.
- general views of a all significant interior spaces
- detail images of significant structural details if building is of a rare construction method (i.e. post and beam, balloon framing, mortise and tenon joinery, etc.)
- surrounding outbuildings, accessory structures or landscape features (if applicable)

Additionally all photos must be identified with a list of the photographs indicating the property name, address (city, county), date of photograph(s), and view.

- A minimal identification option would be: labeling in pencil, on the back, indicating property name address, city, county, date of construction, date of photograph, and view.
- Photos shall be submitted unmounted.
- Photocopies and Polaroid photos are not acceptable. Scanned photos will be supplemental only.
- Large format photography is not required, but may be appropriate in some instances.

Level III Mitigation Documentation Requirements

The following documentation shall be completed, reviewed and accepted as adequate by DAHP prior to implementation of the project. All documentation shall be submitted in electronic version. Level III mitigation shall include:

Complete, update or expand Statewide Historic Property Inventory Form in electronic version

Survey form should include:

- Historic and common name of property
- Property address (street address, city, county and section/township/range)
- Date of construction (justified through documented sources)
- Complete stylistic and/or architectural description of the resource including documentation of changes that have occurred over time
- Description of architectural and/or associative significance using reliable sources
- Contextual information, which equates the significance of the property
- Original and current function
- Ownership/occupancy history
- Name and biographical information of architect and/or builder

Photographs (Inventory Form should include multiple images (300dpi) in electronic format per WA State Inventory Form Guidelines)

- Settings (surrounding area, buildings)
- Each exterior elevation
- Each significant interior space
- Important architectural features

Updated: 11/16/2010