

# MEMORANDUM OF AGREEMENT

Between  
Washington State  
Department Of Community, Trade And Economic Development  
And  
Washington State Historic Preservation Officer  
Regarding  
*The Port Of Garfield Cannery Demolition Project*

THIS AGREEMENT is made and entered into by and between the Department of Community, Trade and Economic Development, hereinafter referred to as "CTED" and the Washington State Historic Preservation Officer hereinafter referred to as "SHPO".

WHEREAS, the CTED Local Government Division/Community Development Programs Unit (LGD/CDP), has determined that the Garfield County, Port of Garfield Cannery Demolition may have an adverse effect on the historic property, which is eligible for the National Register of Historic Places, and has consulted with the SHPO pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f); and

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), CTED has notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination with specified documentation and the Council has chosen not to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii);

NOW, THEREFORE, both parties mutually 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

CTED'S LGD/CDP Unit shall ensure that the following measures are carried out:

### I. DOCUMENTATION

Prior to demolition, the entire structure shall be thoroughly documented. All documentation will use the Washington State Mitigation Documentation Standard, Level II. These standards are based upon the Historic American Building Survey/Historic American Engineering Record (HABS/HAER) guidelines. Included in the documentation shall be a historic narrative of the Cannery Building and copies of the original prints or an "as-built" set of drawings for the structure on archival paper. Once completed, all documentation, including photographs and narrative, shall be submitted to the SHPO for archiving and future reference. Two (2) copies of the documentation shall be provided: to SHPO and a local repository.

## **II. DURATION**

This agreement will be null and void if its terms are not carried out within two (2) years from the date of its execution. Prior to such time, CTED'S LGD/CDP Unit may consult with the other signatories to reconsider the terms of the agreement and amend in accordance with Stipulation VII below.

## **III. MONITORING AND REPORTING**

Each year following the execution of this agreement until it expires or is terminated, CTED'S LGD/CDP Unit shall provide all parties to this agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered and any disputes and objections received in CTED'S LGD/CDP Unit's efforts to carry out the terms of this agreement. Failure to provide such summary report may be considered noncompliance with the terms of this MOA pursuant to Stipulation VIII, below.

## **VI. DISPUTE RESOLUTION**

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, CTED'S LGD/CDP Unit shall consult with the objecting party(ies) to resolve the objection. If CTED'S LGD/CDP Unit determines, within 30 days, that such objection(s) cannot be resolved, CTED'S LGD/CDP Unit will:

A. Forward all documentation relevant to the dispute to the council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise CTED'S LGD/CDP Unit on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the MOA, will be taken into account by CTED'S LGD/CDP Unit in reaching a final decision regarding the dispute.

B. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, CTED'S LGD/CDP Unit may render a decision regarding the dispute. In reaching its decision, CTED'S LGD/CDP Unit will take into account all comments regarding the dispute from the parties to the MOA.

C. CTED'S LGD/CDP Unit's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute will remain unchanged. CTED'S LGD/CDP Unit will notify all parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. CTED'S LGD/CDP Unit's decision will be final.

## **VII. AMENDMENTS AND NONCOMPLIANCE**

If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that the amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR § 800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation VIII, below.

**VIII. TERMINATION**

If an MOA is not amended following the consultation set out in Stipulation VII, it may be terminated by any signatory or invited signatory. Within 30 days following termination, the CTED'S LGD/CDP Unit shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR § 800.6(c)(1) or request the comments of the council under 36 CFR § 800.7(a) and proceed accordingly.

Execution of this Memorandum of Agreement by CTED'S LGD/CDP Unit and Washington SHPO, the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR § 800.6(b)(1)(iv) prior to CTED'S LGD/CDP Unit's approval of this undertaking, and implementation of its terms evidence that CTED'S LGD/CDP Unit has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

**SIGNATORIES:**

**Washington State Department of Community, Trade and Economic Development**



Date 8/05/05

**Steven K. Washington, Managing Director  
Community Development Programs**

**Washington State Historic Preservation Officer**



Date 8/19/05

**Allyson Brooks, Ph.D.**

**CONCURRING PARTIES:**

**See Attached Letter from Port of Garfield/Garfield County concurring with the requirements of this agreement.**