

**THE U. S. ARMY CORPS OF ENGINEERS, THE WASHINGTON STATE DEPARTMENT OF
ARCHAEOLOGY AND HISTORIC PRESERVATION, THE WASHINGTON STATE
DEPARTMENT OF FISH AND WILDLIFE, THE U.S. FISH AND WILDLIFE SERVICE, THE
WASHINGTON TRUST FOR HISTORIC PRESERVATION, CLALLAM COUNTY, THE
WASHINGTON RECREATION AND CONSERVATION OFFICE,
AND THE JAMESTOWN S'KLALLAM TRIBE**

**REGARDING MITIGATION OF ADVERSE EFFECTS FOR THE LOSS OF THE HISTORIC
SCHNEIDER BARN AND CHANG HOUSE, CLALLAM COUNTY**

WHEREAS, the US Army Corps of Engineers (Corps) in partnership with Clallam County is proposing to set a federal levee back between river miles one and two along the Dungeness River, near Dungeness Washington in order to reconnect the floodplain and create more off channel salmon spawning habitat; and

WHEREAS, the project is subject to review under Section 106 of the National Historic Preservation Act, 16 U.S.C. 470, and its implementing regulations (36 C.F.R. 800, 33 C.F.R. 25 Appendix C); and

WHEREAS, the project will require removal of two structures fifty years of age, the Chang House and Schneider Barn, both of which are located within the Area of Potential Effect (APE) as defined during Section 106 consultation between the Corps and the Department of Archaeology and Historic Preservation (DAHP); and

WHEREAS, consultation has determined that the Chang House and Schneider Barn are eligible for listing in the National Register of Historic Places under criteria A and C for their respective associations with the growth and development of the lower Dungeness River Valley during the late nineteenth century and early twentieth century and as an increasingly rare example of a settlement era dairy barn in the Dungeness River Valley; and

WHEREAS, the Corps has consulted with DAHP in accordance with Section 106 to resolve the adverse effects of the project on these historic properties; and

WHEREAS, Washington Department of Fish and Wildlife (WDFW) and Clallam County acquired the properties with the intention to restore the habitats associated with the Dungeness River floodplain; and

WHEREAS, Clallam County has been funded by the Recreation and Conservation Office to remove these structures to facilitate the levee setback and floodplain restoration project; and

WHEREAS, Clallam County and WDFW will take the lead to initiate the process for the removal of the Schneider Barn and the Chang House pursuant to the WA Trust for Historic Preservation and the Heritage Barn Register; and

WHEREAS, the obligation that Washington State agencies have under Governors Executive Order 05-05 (EO 05-05) EXO 0505 for this undertaking will be satisfied upon fulfillment of this agreement; and

WHEREAS, Execution of this MOA and implementation of its terms is evidence that the Corps has afforded the Council an opportunity to comment on the undertaking and its effects on historic properties, and that Corps has taken into account the effects of the undertaking on historic properties;

NOW, THEREFORE, parties to this MOA agree that the project shall be implemented in accordance with the following stipulations in order to mitigate the loss of the two historic properties.

I. STIPULATIONS

Clallam County and WDFW shall ensure the following are carried out:

1. The Schneider barn and Chang House shall be deconstructed for salvage of usable features and materials, all of which will be used for barn or other appropriate restoration.
2. Materials and components (windows, doors) shall be carefully removed and sorted according to type and dimension. A list of approximate materials, sizes, and dimensions shall be developed and provided by WDFW.
3. All aspects of salvage shall be administered by the Washington Trust for Historic Preservation (Trust), including user agreement documents, distribution of the salvage material, along with the material itself.
4. The salvaged materials will be stored on Clallam County or WDFW property in a safe area suitable for holding lumber materials until a mutually agreed upon recipient is found. The agency shall facilitate recipient access to the materials, and shall establish times and days when materials may be picked up.
5. Following attempts to interest the public in the salvage, the Trust or other not-for-profit entity will be allowed to advertise materials for bid, with all proceeds dedicated to historic preservation organizations (historic preservation is defined for these purposes as the identification, evaluation, protection, and rehabilitation of historic structures and buildings.)
6. The Trust shall not be held accountable for lack of interest in or re-use of any salvage Materials, so long as the Trust has made good faith efforts to comply with items 1-5 above.

II. DURATION This agreement shall become effective on the date of the last signature, and will become null and void if its terms are not carried out within (3) three years from the date of its execution.

III. 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, the Corps shall consult with the objecting party (ies) to resolve the objection. If the Corps determines, within 30 days, that such objection(s) cannot be resolved, they will:

Forward all documentation relevant to the dispute to DAHP. Upon receipt of adequate documentation, DAHP shall review and advise the Corps on the resolution of the objection within 30 days. Any comment provided by DAHP, and all comments from the parties to the MOA, will be taken into account by the Corps in reaching a final decision regarding the dispute.

If DAHP does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, the Corps may render a decision regarding the dispute. In reaching its decision, The Corps will take into account all comments regarding the dispute from the parties to the MOA.

IV. 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 Section 106. The amendment will be effective on the date a copy signed by all of

the original signatories is filed with DAHP. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation V below.

V. TERMINATION. If an MOA is not amended following the consultation set out in Stipulation IV, it may be terminated by any signatory. Should the MOA be terminated, the Corps shall either consult in accordance with 36 C.F.R. 800.6 to develop a new MOA, or request the comments of the Council pursuant to 36 C.F.R. 800.7. Within 30 days following termination, the Corps shall notify the signatories which of these two options it intends to pursue.

SIGNATORIES:

U.S. Army Corps of Engineers, Seattle District


Date 15 Nov 2012
Col. Bruce Estok, District Engineer, Commanding

Washington State Historic Preservation Officer


Date 10/15/12
Allyson Brooks, Ph.D.

Washington State Department of Fish and Wildlife


Date 9/13/12
Jennifer Quan, Lands Division Manager

U.S. Fish and Wildlife Service


Date 9.25.2012
Chris McKay, Assistant Regional Director, Migratory Birds and State Programs

Clallam County


Date 09/04/2012
Howard V. Doherty, Chair, Clallam County Commissioners
ndr.

CONCURRING PARTIES:

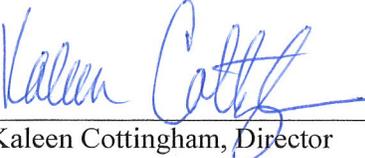
The Washington Trust for Historic Preservation



Jennifer Meisner, Executive Director

Date 10/18/12

Washington State Recreation and Conservation Office



Kaleen Cottingham, Director

Date 10/12/12

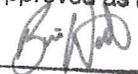
Jamestown S'Klallam Tribe



W. Ron Allen, Chair

Date 10/4/12

Approved as to form only by:



Brian Wendt
Deputy Prosecuting Attorney
Clallam County

RECEIVED

OCT 10 2012

RECREATION AND CONSERVATION OFFICE