

**MEMORANDUM OF AGREEMENT BY AND AMONG THE U.S.GENERAL SERVICES
ADMINISTRATION AND THE WASHINGTON STATE OFFICE OF ARCHAEOLOGY AND HISTORIC
PRESERVATION REGARDING THE DISPOSAL OF HISTORIC RESIDENCES AND DEMOLITION OF
THE WELL HOUSE AT THE LAURIER LAND PORT OF ENTRY, FERRY COUNTY, LAURIER,
WASHINGTON**

WHEREAS, this Memorandum of Agreement (MOA), inclusive of all exhibits, is entered into as of 5th of July, 2017 (Effective Date), by the U.S. General Services Administration (GSA) and the Washington State Office of Archaeology and Historic Preservation (SHPO) pursuant to Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. 306108, and the Section 106 implementing regulations at 36 CFR Part 800; and

WHEREAS, GSA is the federal agency that owns and operates the Laurier Land Port of Entry, formerly known as the U.S. Inspection Station, Laurier, Washington, (Property) 27027 Hwy 395N, south of the International Boundary Line between Canada and the United States of America, for the benefit of its federal agency customer, the U.S. Customs and Border Protection Agency (CBP); and

WHEREAS, the Property was determined eligible for listing in the National Register of Historic Places (National Register) in 2008 and listed on September 10, 2014 (Exhibit A), as part of the U.S. Border Inspection Station Multiple Property Submission (MPS) (Exhibit B), submitted to the National Register by GSA and prepared by ICF Jones & Stokes pursuant to Section 110 of the NHPA, 54 U.S.C. 306107; and

WHEREAS the Property includes an inspection station constructed in 1935 (Inspection Station), two residential buildings constructed in 1936 to house station staff (Residences), a brick well house constructed in 1939 (Well House), a wood-clad generator enclosure (circa 1970s) and two contemporary buildings owned and operated by CBP; and

WHEREAS, the Inspection Station and Residences were identified as contributing buildings in the MPS, and the Well House identified separately by GSA and the SHPO as an associated historic resource; and

WHEREAS, GSA seeks to dispose of the Residences, transferring them out of federal ownership without a covenant setting restrictions or conditions that would protect the characteristics of the properties that qualify them for listing in the National Register, and to demolish the Well House, and has determined both actions would result in an adverse effect (Undertaking); and

WHEREAS, in accordance with 36 CFR 800.5(a) (2) (vii) GSA entered into consultation with the SHPO on April 27, 2017; and

WHEREAS, in accordance with 36 CFR 800.2(d), GSA provided the public an opportunity to participate in the consultation on the Undertaking through a Public Notice advertisement in the Ferry County View newspaper on September 28, 2016(Exhibit C); and

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

WHEREAS, GSA contacted the Confederated Tribes of the Colville Reservation and the Kallispel Tribe of Indians, and invited them to participate in consultation (Exhibit D) and requested they share with GSA if it anticipated the Undertaking would potentially adversely affect any traditional religious and cultural properties, but GSA did not receive any response; and

WHEREAS, in consultation with the SHPO, GSA determined that the Area of Potential Effect (APE) is as described in the site plan (see Exhibit E) within the boundaries of the Property; and

WHEREAS, in 2015, the U.S. Department of Homeland Security (DHS), of which CBP is a bureau, informed GSA that the Residences posed a security risk, and in 2017 noted that the Well House does not meet setback requirements; and

WHEREAS, in 2015, GSA determined that the Residences were vacant and surplus to GSA's needs and surplus to the needs of the federal government and, in accordance with the procedures outlined in the Property Act, Title 40 of the U.S.C. Section 101, et seq., sought to transfer the Residences to a reliable long-term steward committed to ensuring compatible use or uses and continuing responsible long-term stewardship of the Residences. GSA offered the Residences to local governments and qualified not-for-profit organizations through the Historic Monument Transfer Authority: 40 USC 550(h) and received no offers of interest; and

WHEREAS, GSA consulted with CBP, the SHPO, local governments, not-for-profit organizations, and the interested federal-recognized tribes (including the Confederated Tribes of the Colville Reservation and the Kallispel Tribe of Indians) to inform these interested parties that GSA had determined that a historic preservation covenant enforcement entity was not available. GSA determined the Residences would be transferred by GSA without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the Property's historic significance; and

WHEREAS, once this MOA is executed, GSA will offer the Residences for public sale with information regarding the LPOE's listing in the National Register and associated tax incentives; and

WHEREAS, given that CBP has determined that long-term retention of the Residences on site would pose a security risk to operations, should disposal and off-site removal of both buildings not be achieved, this agreement anticipates the demolition of the Residences; and

WHEREAS, GSA determined in consultation that there is a low probability of unanticipated discoveries of archaeological resources that are National Register-eligible due to previous ground disturbance within the APE; and

WHEREAS, GSA will demolish the Well House and dispose of the Residences without restrictions or conditions to protect the characteristics that qualify it for listing in the National Register.

NOW, THEREFORE, GSA and SHPO, for good and valuable consideration, agree that the Undertaking described above shall be implemented in accordance with the following stipulations to take into account the effect of the Undertaking on the Property.

STIPULATIONS

GSA shall ensure that the following measures are carried out:

I. General

A. Professional Standards

GSA will ensure that all historical, archaeological, architectural history, architectural, and historic architectural work at or with regard to the Property will be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the applicable Secretary of Interior's Professional Qualification Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983), as it may be amended.

B. Communications

Any notice or other communication required or permitted to be given under this MOA shall be sufficiently given or delivered if provided in writing and transmitted by personal messenger, certified mail, return receipt request, or overnight delivery service with receipt confirmation, and addressed as follows:

1. In case of notice or communication to GSA:

U.S. General Services Administration
Public Buildings Service, Northwest/Arctic Region
400 SW 15th Street
Auburn, WA 98001
Attn: Regional Historic Preservation Officer

2. In case of notice or communication to SHPO:

State of Washington Office of Archaeology and Historic Preservation
P.O. Box 48343
Olympia, WA 98504-8343
Attn: Gregory Griffith, Deputy State Preservation Officer

3. In case of notice or communication to ACHP:

Advisory Council on Historic Preservation
The National Building Museum
401 F Street NW, Suite 308

Washington, DC 20001-2637
Attn: Executive Director

II. Mitigation

A. Facility Design

1. GSA will provide design documents for the Inspection Station including written materials and drawings to update the facility for full occupation and documents to fully record the restoration work detailed in 'B: Exterior Restoration.' The documentation will include drawings to ensure the agreed upon work at the Inspection Station is compliant with applicable codes and standards to render the building functional for long-term use, including but not limited to a fire escape and upper floor accessibility. GSA will afford the SHPO an opportunity to review and comment on at least one draft of design documents for the Inspection Station to ensure adherence of the drawings to the U.S. Secretary of the Interior's Standards for Rehabilitation. The SHPO shall also be afforded an opportunity to review and approve final draft design documents.

B. Exterior Restoration

1. GSA will provide construction and environmental services to remedy and remove the existing non-original siding at the Inspection Station and restore original wood cladding. Work is to include, but not be limited to, the following: existing siding removal, abatement of lead paint, repair and replacement of deteriorated siding, prep and paint with one coat of primer and two coats of exterior latex paint.
2. The four non-original fixed windows in the front Inspection Station brick façade will be replaced with energy efficient wood double-hung windows to match the original twelve-over-twelve lite configuration muntin profiles.
3. GSA will provide construction and environmental services to complete defined work at the Inspection Station within a budget commensurate with effect and siding restoration will be prioritized over window replacement.
4. GSA will afford the SHPO an opportunity to review all work for the Inspection Station to ensure compliance with the U.S. Secretary of the Interior's Standards for Rehabilitation.

III. Administration

A. Status Reports

Until such time as all stipulations have been executed in accordance with the terms of this MOA, GSA will provide annual status updates to the SHPO. A final status report to review implementation of the terms of this MOA will be provided to all Signatories no later than five (5) years after this MOA is executed by the Signatories. A status meeting may serve in lieu of a written status report at the request of a Signatory. Such a meeting shall be recorded in minutes and distributed to participants in lieu of a

status report.

B. Dispute Resolution

1. Should the Signatories to this MOA object within thirty (30) calendar days to any plans or other documents provided by GSA or others for review pursuant to this MOA, or any actions proposed or initiated by GSA, GSA will consult with the objecting party to resolve the objection. If GSA determines that the objection cannot be resolved, GSA shall:
 - a. Forward all documentation relevant to the dispute, including GSA's proposed resolution, to the ACHP. The ACHP will provide GSA with its advice on the resolution of the section within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GSA will prepare a written response that takes into account any timely advice or comments regarding the dispute from the Signatories and the Consulting Parties, and provide them with a copy of this written response. GSA will then proceed according to its final decision.
 - b. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, GSA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GSA will prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and Consulting Parties, and provide them with a copy of such written response.
 - c. GSA's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

C. Duration

This MOA will expire if terms are not carried out within five (5) years from its execution. Prior to such time, GSA may consult with the Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulations listed herein.

D. Amendments

This MOA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy of the amendment, signed by all Signatories, is filed with the ACHP.

E. Termination

If any Signatory determines that the MOA's terms will not or cannot be carried out, that party will immediately consult with the other Signatories to attempt to develop an amendment per stipulations, above. If within thirty (30) calendar days (or other time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the MOA, upon written notification to the other parties.

Once the MOA is terminated, and prior to the Undertaking continuing, GSA must either (a) execute another memorandum of agreement pursuant to 36 CFR 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. GSA shall notify the Signatories and the Consulting Parties as to the course of action it will pursue.

F. Execution, Filing and Circulation

This MOA may be executed in multiple original counterparts, each of which will be deemed to be an original, and which together will constitute one and the same agreement. This MOA will become effective on the Effective Date and a copy will be promptly filed by GSA with ACHP. GSA shall provide all Signatories with a complete copy of this MOA, including original signature pages, if requested, within fourteen (14) calendar days of execution. The Consulting Parties will also receive a scanned copy from GSA within that period.

Execution and implementation of this MOA is evidence that GSA has taken into account the effects of the Undertaking on historic properties and afforded the ACHP reasonable opportunity to comment.

G. Anti-Deficiency Act

The Anti-Deficiency Act, 31 USC 1341, prohibits federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. Accordingly, the parties agree that any requirement for the obligation of funds arising from the terms of this agreement shall be subject to the availability of appropriated funds for that purpose, and that this agreement shall not be interpreted to require the obligation or expenditure of funds in violation of the Anti-Deficiency Act.

SIGNATORIES

GENERAL SERVICES ADMINISTRATION



Beth L. Savage
Director, Center for Historic Buildings
Federal Historic Preservation Officer

6/13/2017
Date

LISA PEARSON

Digitally signed by LISA PEARSON
DN: c=US, o=U.S. Government, ou=General Services Administration,
cn=LISA PEARSON, 0.9.2342.19200300.100.1.1=47001000008050
Date: 2017.06.15 15:11:06 -07'00'

Lisa Pearson
Acting Regional Commissioner, Public Buildings Service
Northwest/Arctic Region

6/15/2017
Date

WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION



Allyson Brooks, Ph.D.
Washington State Historic Preservation Officer

7/5/17
Date

EXHIBITS

- A. National Register Nomination for the U.S. Border Inspection Station, Laurier, Washington
- B. National Register Thematic Nomination for the U.S. Border Inspection Stations including the Multiple Property Description Form (MPDF)
- C. List of Organizations and Individuals Contacted by GSA for Public Comment in accordance with 36 CFR 800.2(d).
- D. Federally Recognized Tribes Contacted by GSA
- E. Area of Potential Effect (APE)