

MEMORANDUM OF AGREEMENT
BETWEEN THE NATIONAL PARK SERVICE AT OLYMPIC NATIONAL
PARK
AND THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER
REGARDING THE ENCHANTED VALLEY CHALET

WHEREAS, the National Park Service at Olympic National Park (NPS/OLYM) has determined that the recent movement of the East Fork Quinault River is endangering the Enchanted Valley Chalet, a property listed in the National Register of Historic Places and has consulted with the Washington State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), NPS/OLYM has notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination with specified documentation and the Council has chosen to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii);

NOW, THEREFORE, NPS/OLYM, the WA SHPO and the Council 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

NPS/OLYM shall ensure that the following measures are carried out:

I. TEMPORARY MOVE

NPS/OLYM will temporarily move the chalet 50-100 feet from its current location, away from the eroding banks of the Quinault River. This move will include steel I-beam delivery by air and other supplemental supplies delivered to the site via trail. Documentation per Stipulation IIIa shall be conducted prior to relocation. Once the chalet has been relocated, it will remain on temporary steel I-beams until a long-term decision can be reached through the NEPA and NHPA processes. Both NEPA and NHPA will include participation with consulting and interested parties. The NEPA/NHPA processes shall begin within one year of execution of this MOA and will be complete before the expiration of this MOA which is five years after the signature date.

II. WILDERNESS LOCATION

Enchanted Valley Chalet is located within designated wilderness. NPS/OLYM will address the issue of historic resources in wilderness through the Wilderness Stewardship Plan (WSP) currently under

development. NPS/OLYM will proactively engage members of the preservation community to participate in the planning process. Preservation groups such as the Washington Trust for Historic Preservation, Friends of Olympic Trail Shelters (FOOTS), The Olympians, and Backcountry Horsemen of Washington will be invited to participate during public comment periods.

NPS/OLYM shall prepare a report for the consulting parties and other interested members of the public, summarizing the NPS/OLYM response to the comments and any actions taken as a result, to the EA for the temporary move. This report can be incorporated as part of the annual reporting process as stipulated in section VIII of this agreement.

III. DOCUMENTATION

- a. NPS/OLYM will produce Historic American Building Survey (HABS) documentation, Level II, in consultation with the Pacific West Regional Office (PWRO) HABS program staff. NPS/OLYM shall insure that all original materials associated with this project will be deposited in the Library of Congress.
- b. Copies of the documentation will be deposited in the archives of Olympic National Park, and copies will be provided to the Department of Archeology and Historic Preservation (DAHP), and the University of Washington Special Collections.
- c. NPS/OLYM will collect stories about experiences at the chalet from interested parties through such means as Facebook, emails, voicemails and letters and will be compiled into a memory book to be preserved in the archives.
- d. NPS/OLYM will collect oral histories from interested persons willing to share their history of the chalet

IV. INTERPRETATION FOR THE PUBLIC

- a. NPS/OLYM will develop an interpretive plan that will tell the story of the construction, use and relocation of the chalet and will include:
 - i. A link via phone to an audio tour. This will be added into the park's existing phone accessed audio tour for as long as this service is operational.
 - ii. A web page on the nps.gov/olym site devoted to the story of the chalet.
 - iii. The option of a video documentary will be explored.

V. HISTORIC FABRIC PROTECTION/SALVAGE

- a. NPS/OLYM will salvage and protect as much historic fabric as possible during the move and at its new temporary location. It is anticipated that the building would be intact except for the window sashes that were removed and stored in March 2014 both for their

protection and so, if in the event the structure should collapse into the river, there would not be broken glass in the river.

- b. If the river were to further undercut the chalet causing its collapse into the river or during the move something should occur which causes structural damage and collapse, NPS/OLYM will attempt to salvage as much historic material as possible while acknowledging that some fabric would be lost in an unplanned collapse. At a minimum, NPS/OLYM would attempt to salvage as much of the following items:
 - i. window frames and shutters
 - ii. exterior doors and door frames
 - iii. tongue and groove floor boards
 - iv. original wall logs and rafter poles
 - v. newel posts from the stairs
 - vi. stair railing with carved initials
 - vii. stair stringer with carved initials
 - viii. pieces of beadboard from the second floor hall and rooms
 - ix. bricks and metal cleanout from the chimney

VI. DURATION

This agreement will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, NPS/OLYM may consult with the other signatories to reconsider the terms of the agreement and amend in accordance with Stipulation X below.

VII. POST-REVIEW DISCOVERIES/ARCHEOLOGY

- a. NPS/OLYM will have an archeologist available to monitor ground disturbance associated with moving the structure and to investigate and evaluate any potential archeological remains from under the chalet.
- b. No burial sites, human remains, funerary objects, sacred objects, or objects of cultural patrimony have been encountered in the project area to date. NPS shall ensure that if any items of this nature are encountered, that they are treated in a manner consistent with applicable Federal law, including, but not limited to, the Native American Graves Protection and Repatriation Act of 1990.

VIII. MONITORING AND REPORTING

Each year following the execution of this agreement until it expires or is terminated, NPS/OLYM shall provide all parties to this agreement and the Council 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 NPS/OLYM'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 X, below.

IX. 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, NPS/OLYM shall consult with the objecting party(ies) to resolve the objection. If NPS/OLYM determines, within 30 days, that such objection(s) cannot be resolved, NPS/OLYM 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 NPS/OLYM 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 NPS/OLYM 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, NPS/OLYM may render a decision regarding the dispute. In reaching its decision, NPS/OLYM will take into account all comments regarding the dispute from the parties to the MOA.

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

X. 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 XI, below.

XI. TERMINATION

If an MOA is not amended following the consultation set out in Stipulation VIII, it may be terminated by any signatory or invited signatory. Within 30 days following termination, the NPS/OLYM 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 NPS/OLYM, the WA SHPO, the Council and the Quinault Tribe, 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 NPS/OLYM 's approval of this undertaking, and implementation of its terms evidence that NPS/OLYM has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES:

National Park Service/Olympic National Park

M. Sarah Creachbaum Date 8-4-14
M. Sarah Creachbaum, Olympic National Park Superintendent

Washington State Historic Preservation Officer

Allyson Brooks Date 8/4/14
Allyson Brooks Ph.D., State Historic Preservation Officer

Advisory Council on Historic Preservation

John M. Fowler Date 8/7/14
~~Kathy Harris, Program Analyst~~
John M. Fowler, Executive Director

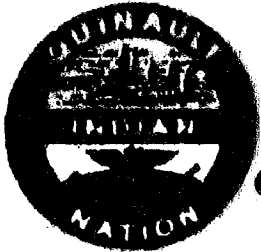
CONCURRING PARTIES:**

Quinault Indian Nation

Fawn Sharp Date 7/31/14
President Fawn Sharp

Notes

**Tribes that place religious and cultural significance on historic properties located off Tribal lands should be invited to sign the MOA in accordance with section 800.6(c)(2)(i). Consulting parties sign the MOA either as "invited signatories" or as "concurring parties" in accordance with Section 800.6(c)(2)(ii) and 800.6(c)(3), respectively.



Quinault Indian Nation

POST OFFICE BOX 188 □ TAHOLAH, WASHINGTON 98587 □ TELEPHONE (360) 276-8211

QUINAULT BUSINESS COMMITTEE RESOLUTION NO. 14-93-93

WHEREAS, the Quinault Business Committee is the recognized governing body of the Quinault Indian Nation under the authority of the Quinault Indian Nation's Constitution adopted by the Quinault General Council on March 22nd, 1975; and

WHEREAS, the Constitution of the Quinault Indian Nation authorizes the Quinault Business Committee to enter agreements on behalf of the Nation; and

WHEREAS, the Nation has reviewed the National Park Service (NPS) proposal to temporarily move the Enchanted Valley Chalet away from the eroding banks of the East Fork Quinault River to protect it from recent movement of the River; and

WHEREAS, the area known as the Enchanted Valley is considered a Cultural Landscape by the Quinault People and the Quinault Indian Nation and has been valuable for subsistence resource procurement, travel routes to various locations on the Olympic Peninsula, and spiritual quests therefore it is regarded by the Quinault people as important for sustaining the traditional cultural values of our people; and

WHEREAS, the Nation had an opportunity to comment to NPS regarding the impacts to cultural properties resulting from this project; and

WHEREAS, the Nation has no concerns at this time about impacts to its cultural properties resulting from this project and understands the NPS will ensure that if any such items are encountered during this project, that they are treated in a manner consistent with applicable Federal law; and

WHEREAS, the Nation does have concerns about natural resource and fish habitat impacts to the waters of the Quinault River in the event the Enchanted Valley Chalet fell victim to the River, such as the introduction of lead-based paint and other pollutants, and believes it prudent to protect the River from such pollutants by moving the Chalet away from the migrating River,

NOW THEREFORE, BE IT RESOLVED that the Quinault Business Committee approves execution of the attached "MEMORANDUM OF AGREEMENT BETWEEN THE NATIONAL PARK SERVICE AT OLYMPIC NATIONAL PARK AND THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER REGARDING THE ENCHANTED VALLEY CHALET," by President Sharp or her designee.

Fawn R. Sharp, President
Quinault Indian Nation

CERTIFICATION


As Secretary of the Quinalt Business Committee, I hereby certify that the foregoing resolution was duly enacted by the Quinalt Business Committee in Taholah, WA on July 31, 2014 by a vote of 6 for, 0 against, 0 abstaining.


**Latosha Underwood, Secretary
Quinalt Business Committee**

RESOLUTION NO. 14-93-93


QUINAULT BUSINESS COMMITTEE
SIGN OFF SHEET
FOR
RESOLUTION NO. M-93-93

Fawn R. Sharp, President


Fawn R. Sharp, President

Aliza Brown, 3rd Councilwoman


Lucretia Pope 4th Councilwoman

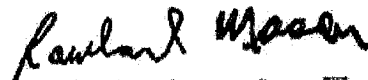

Latosha L. Underwood, Secretary

Dawneen R. DeLaCruz, 5th Councilwoman


Lawrence R. Ralston, Treasurer


Clarinda Underwood, 6th Councilwoman


Tyson Johnson, 1st Councilman


Rowland Mason, 7th Councilman

James N. Sellers, 2nd Councilman

31 July 2014
Date (Day, Month, Year)