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**MEMORANDUM OF AGREEMENT  
AMONG  
COMMANDER, NAVY REGION NORTHWEST,  
AND  
THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER,  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE EA-18G “GROWLER” AIRFIELD OPERATIONS,  
NAVAL AIR STATION WHIDBEY ISLAND,  
ISLAND COUNTY, WASHINGTON  
2018**

13 WHEREAS, Commander, Navy Region Northwest (Navy) proposes to increase the number of  
14 aircraft stationed at Naval Air Station (NAS) Whidbey Island and the number airfield operations  
15 at both Ault Field and Outlying Field (OLF) Coupeville (Undertaking); and  
16

17 WHEREAS, Navy will continue to implement its current operational mitigation practices to  
18 avoid and minimize noise impacts on the surrounding communities as feasible; and  
19

20 WHEREAS, Navy has determined that the proposed Undertaking has the potential to cause  
21 effects on historic properties subject to review under section 106 of the National Historic  
22 Preservation Act (NHPA) 54 U.S.C. § 306108, and its implementing regulations, 36 C.F.R. §  
23 800; and  
24

25 WHEREAS, Navy invited the Advisory Council on Historic Preservation (ACHP) to participate  
26 in the entire section 106 process under Subpart B of 36 CFR § 800 and the ACHP agreed to  
27 participate in the entire process; and  
28

29 WHEREAS, Navy established the Area of Potential Effects (APE) for the Undertaking  
30 consistent with 36 C.F.R. § 800.16(d), by taking into consideration the following three  
31 components of the Undertaking:

- 32 • On-installation Direct Effect Area: Areas on the installation where historic properties  
33 could be directly affected (e.g., by ground disturbance, demolition, or alteration).
- 34 • On-installation Indirect Effect Area: Areas within the installation bounded by the 65 dB  
35 Day Night Sound Level (DNL) noise contours where historic properties could be disturbed  
36 by the introduction of visual, atmospheric, or audible elements.
- 37 • Off-installation Indirect Effect Area: Areas off installation but within operational areas  
38 bounded by the 65 DNL noise contours, including the Central Whidbey Island Historic  
39 District; and  
40

41 WHEREAS, the Central Whidbey Island Historic District was determined eligible for listing in  
42 the National Register of Historic Places (NRHP) in 1973, and the 1978 National Parks and  
43 Recreation Act designated the area of the historic district the Ebey’s Landing National Historical  
44 Reserve (ELNHR) for the purposes of protecting a rural community and its significant history;  
45 and  
46

47 WHEREAS, the ELNHR is the first historical reserve in the National Park System and is  
48 managed by a trust board through coordination of the four land managing partners who have a  
49 preservation and/or management interest in the ELNHR: The National Park Service (NPS),  
50 Washington State Parks and Recreation Commission, the Town of Coupeville (Coupeville), and  
51 Island County; and

52  
53 WHEREAS, Navy determined that the Undertaking will result in an adverse effect to the Central  
54 Whidbey Island Historic District, which includes ELNHR, as a result of more frequent aircraft  
55 operations affecting certain landscape components of the historic district, specifically perceptual  
56 qualities that currently make the Historic District eligible for the NRHP; and

57  
58 WHEREAS, Navy has consulted with the Washington State Historic Preservation Officer  
59 (SHPO) on the determination of effect, and SHPO concurred on June 27, 2018; and

60  
61 WHEREAS, Navy has consulted with Swinomish Indian Tribal Community, Upper Skagit  
62 Indian Tribe, Samish Indian Nation, Stillaguamish Tribe of Indians, the Lummi Nation, the  
63 Tulalip Tribes of Washington, and the Jamestown S’Klallam Tribe who expressed no concerns  
64 about the Undertaking; and

65  
66 WHEREAS, Navy has consulted with Trust Board of Ebey’s Landing National Historical  
67 Reserve (Trust Board), NPS, Island County Commissioners (Commissioners), Coupeville, City  
68 of Port Townsend (Port Townsend), Washington State Parks, Seattle Pacific University, the  
69 Citizens of Ebey’s Reserve (COER), and Mr. David Day; and

70  
71 WHEREAS, Navy has made information about its NHPA section 106 review of the Undertaking  
72 available to the public during NEPA public meetings, as well as on the EIS and NAS Whidbey  
73 Island website and in local media, and provided opportunity for comments per 36 C.F.R.  
74 §800.5(d), §800.6(a)(4), and §800.8; and

75  
76 WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), Navy notified the ACHP of the adverse  
77 effect determination, providing the specified documentation, and the ACHP has chosen to  
78 continue to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

79  
80 WHEREAS, Navy invited Swinomish Indian Tribal Community, Upper Skagit Indian Tribe,  
81 Samish Indian Nation, Stillaguamish Tribe of Indians, the Lummi Nation, the Tulalip Tribes of  
82 Washington, and the Jamestown S’Klallam Tribe to participate in the development of this  
83 Memorandum of Agreement (MOA); and

84  
85 WHEREAS, Swinomish Indian Tribal Community, Upper Skagit Indian Tribe, Samish Indian  
86 Nation, Stillaguamish Tribe of Indians, and the Jamestown S’Klallam Tribe did not express an  
87 interest to actively participate, but request review of final MOA and the Lummi Nation and the  
88 Tulalip Tribes of Washington did not respond to Navy’s invitation to consult on the development  
89 of this MOA; and

90

91 WHEREAS, Navy invited the Trust Board, NPS, Commissioners, Coupeville, Port Townsend,  
92 Washington State Parks, Seattle Pacific University, COER, and Mr. David Day to participate in  
93 the development of this MOA; and

94  
95 WHEREAS, the Trust Board, Commissioners, Coupeville, Port Townsend, COER, and Mr.  
96 David Day agreed to participate in the development of, and opportunity to concur in this MOA;  
97 and

98  
99 WHEREAS: Navy, in consultation to mitigate the adverse effects on historic properties agreed to  
100 evaluate alternatives that took into consideration resolution options that included the priorities of  
101 the ELNHR, and that provided potential long term and public benefits to the ELNHR; and

102  
103 WHEREAS: As a contributing structure in the Central Whidbey Island Historic District, the  
104 Ferry House has been determined to hold significance for the American people, and be worthy of  
105 protection and preservation. The Navy appreciates the value of the historic importance of the  
106 Ferry House to the Trust Board, NPS, and the citizens of central Whidbey Island as a publicly  
107 accessible focal point for interpreting the cultural landscape and historic settlement and rural  
108 agricultural character of ELNHR. The Ferry House is one of the most significant and iconic  
109 structures in the ELNHR and offers the public exceptional opportunities to experience and be  
110 inspired by the history of the Central Whidbey Island Historic District, and the purpose of  
111 ELNHR. In addition, the community has protected the Ferry house for generations,  
112 demonstrating its importance to Central Whidbey Island’s history, even prior to ELNHR  
113 creation. The Ferry House, held in trust for the public with NPS management, contributes to the  
114 cultural landscape of ELNHR and represents a high priority for the Trust Board in the execution  
115 of its plan to preserve the historic heritage of central Whidbey Island; and

116  
117 WHEREAS: The Navy recognizes the local community has concerns about the preservation of  
118 central Whidbey Island’s historic properties, to include potential community and economic  
119 impacts, which are not addressed by the NHPA. The Navy recognizes that local Whidbey Island  
120 communities are also Navy communities and works to understand these community concerns and  
121 help identify solutions to benefit quality-of-life and infrastructure needs; and

122  
123 NOW, THEREFORE, Navy, SHPO, ACHP, and NPS, as the signatory parties, agree that the  
124 following stipulations resolve Adverse Effects to Historic Properties caused by the undertaking  
125 in compliance with the NHPA and that the stipulations govern all aspects of the Undertaking  
126 unless this MOA expires or is terminated.

127  
128 **STIPULATIONS**

129  
130 Navy will ensure that the following stipulations are implemented and carried out under the  
131 supervision of a cultural resource professional(s) meeting the Secretary of the Interior  
132 Professional Qualifications Standards as defined in Appendix A to 36 C.F.R. Part 61.

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134 I) **MITIGATION OF ADVERSE EFFECTS OF THE UNDERTAKING**

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136 A) **Landscape Preservation**

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Ebey’s Prairie is a landscape that contributes to the Central Whidbey Island Historic District’s eligibility, in which an indirect adverse effect was identified, as defined in the determination of adverse effect dated June 25, 2018. Navy will provide NPS with funds, not to exceed \$400,000, to support preservation projects that enhance the landscape integrity of the Ebey’s Prairie landscape by preserving and protecting the Ferry House and associated cluster of outbuildings and structures. Although the Ferry House is not within an area of increased noise frequentness greater than 5 dB above 65 dB DNL as explained in the determination analysis, the historic landscape that the Ferry House contributes to is within this area, as part of the “entry to Coupeville from Ebey’s Prairie into prairie and along Main Street.”

- 1) Funding will support preservation projects to the Ferry House and contributing cluster of outbuildings and structures.
- 2) Preservation projects must comply with Secretary of the Interior Historical Preservation standards.
- 3) In cooperation with the Trust Board, NPS will coordinate the development of a scope of work for preservation projects to the Ferry House.
- 4) Within four years and prior to transfer of funds, NPS will provide the Navy the scope of work for Ferry House preservation projects for review to ensure legal requirements for transfer of funds are met including:
  - i. Providing specific and certain information about the project’s benefit to landscape eligibility components, and details on the preservation services to be performed on the Ferry House or cluster components.
  - ii. Requiring all funds transferred to be obligated within the same fiscal year. Funds which are unexpended at the conclusion of the fiscal year shall be returned to the Navy.

**B) Southern Gateway**

Within four years of the execution of the agreement Navy will provide NPS with funds, not to exceed \$75,000, to complete the design, construction, and installation of a southern gateway entry sign to the ELNHR.

- 1) Prior to transfer of funds NPS will coordinate with the ELNHR to develop a scope of work and execution plan on project goals and with the Navy to ensure legal requirements for transfer of funds are met.
- 2) NPS will provide Navy opportunity to participate in the development of the portion of the gateway exhibit referencing Navy history and/or current aviation use at Outlying Field Coupeville with the goal to provide context to visitors explaining the presence of Navy lands and aircraft in the ELNHR.
- 3) All funds transferred must be obligated within the same fiscal year.

**C) Historic Preservation Easements**

In fiscal year 2020, Navy will seek partnership opportunities through the Readiness and Environmental Protection Integration (REPI) Program to support the creation of scenic

183 easements. Navy will communicate its support for appropriate conservation easements to  
184 DoD officials, but cannot guarantee the outcome of the REPI process. At the end of the  
185 period of this MOA the Navy will provide SHPO and the ACHP with a report of successful  
186 REPI partnerships in the ELNHR.

#### 187 188 **D) Navy Volunteer Collaboration**

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190 Navy will communicate volunteer opportunities to NASWI personnel that exist in ELNHR to  
191 take part in the restoration and care of the ELNHR.

- 192 1) Sailors seeking to improve their communities often volunteer their time and energy to  
193 projects and causes. The Navy does not mandate volunteerism, but does  
194 communicate community needs to interested Sailors.
- 195 2) Navy will connect interested volunteers with the needs of the ELNHR through the  
196 NASWI Command Master Chief, who will receive volunteer opportunities directly  
197 from NPS and ELNHR and match those needs with volunteer Sailors.

### 198 199 **ADMINISTRATIVE PROVISIONS**

#### 200 201 **I) DISPUTE RESOLUTIONS**

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203 A) Should any signatory party to this MOA object at any time to any actions proposed or the  
204 manner in which the terms of this MOA are implemented, the party shall notify Navy in  
205 writing, and Navy shall consult with the parties to this MOA to resolve the objection. If  
206 Navy determines that such objection cannot be resolved, Navy will:

- 207  
208 1) Forward all documentation relevant to the dispute, including Navy's proposed  
209 resolution, to the ACHP. The ACHP shall provide Navy with its advice on the  
210 resolution of the objection within thirty (30) calendar days of receiving adequate  
211 documentation.
  - 212 (i) Prior to reaching a final decision on the dispute, Navy shall prepare a written  
213 response that takes into account any timely advice or comments regarding the  
214 dispute from the ACHP and/or signatories, and provide them with a copy of this  
215 written response. Navy will then proceed according to its final decision.
- 216  
217 2) If the ACHP does not provide its advice regarding the dispute within the thirty (30)  
218 calendar day time period, Navy may make a final decision on the dispute and proceed  
219 accordingly.
  - 220 (i) Prior to reaching such a final decision, Navy shall prepare a written response that  
221 takes into account any timely comments regarding the dispute from the  
222 signatories to the MOA, and provide them and the ACHP with a copy of such  
223 written response.

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225 B) Navy's ability and responsibility to carry out all other components of the MOA not  
226 subject to the dispute shall remain unchanged. Navy's ability to carry out the undertaking  
227 shall remain unchanged during any dispute.

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II) ANTI-DEFICIENCY ACT

- A) The 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 the obligation of funds arising from the terms of this MOA will be subject to the availability of appropriated funds for that purpose. The Stipulations contained in this MOA will not be interpreted as requiring the obligation or expenditure of funds in violation of the Anti-Deficiency Act.
- B) If compliance with the Anti-Deficiency Act impairs Navy's ability to implement the Stipulations of this MOA, Navy will consult with the Signatory Parties to determine if an amendment is necessary to fully satisfy the stipulation herein.

III) 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 signed by all of the signatories is filed with the ACHP.

IV) TERMINATION

- A) If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation III, above. If within thirty (30) calendar days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.
- B) Once the MOA is terminated, and prior to work continuing on the undertaking, Navy must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Navy shall notify the signatories as to the course of action it will pursue.

V) COORDINATION

Navy will ensure that each Signatory and Concurring Party is provided a copy of the fully executed MOA within thirty (30) calendar days of executing the MOA.

VI) POST REVIEW DISCOVERY

If during the performance of the undertaking or in the course performance of the stipulations in this MOA previously unknown historic properties are discovered or unanticipated effects on historic properties found, Navy shall immediately implement the Inadvertent Discovery Plan (Appendix B).

VII) DURATION

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This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, Navy may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation III above.

Execution of this MOA by Navy, SHPO, and the ACHP and implementation of its terms evidence that Navy has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

DRAFT

284 **MEMORANDUM OF AGREEMENT**  
285 **AMONG**  
286 **COMMANDER, NAVY REGION NORTHWEST,**  
287 **AND**  
288 **THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER,**  
289 **AND**  
290 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**  
291 **REGARDING THE SECURITY ENHANCEMENTS AT**  
292 **OUTLYING LANDING FIELD COUPEVILLE,**  
293 **NAVAL AIR STATION WHIDBEY ISLAND,**  
294 **ISLAND COUNTY, WASHINGTON**  
295 **2018**

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298 **SIGNATORIES:**

299  
300 DEPARTMENT OF THE NAVY

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302  
303 By: \_\_\_\_\_ Date: \_\_\_\_\_  
304 CHRISTOPHER GRAY, Rear Admiral, U.S. Navy  
305 Commander, Navy Region Northwest

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308 By: \_\_\_\_\_ Date: \_\_\_\_\_  
309 MATHEW ARNY, Captain, U.S. Navy  
310 Commander, Naval Air Station Whidbey Island

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NAVAL AIR STATION WHIDBEY ISLAND,  
ISLAND COUNTY, WASHINGTON  
2018**

**SIGNATORIES:**

WASHINGTON STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DR. ALLYSON BROOKS  
Washington State Historic Preservation Officer

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345 **NAVAL AIR STATION WHIDBEY ISLAND,**  
346 **ISLAND COUNTY, WASHINGTON**  
347 **2018**

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350 **SIGNATORIES:**

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353 **ADVISORY COUNCIL ON HISTORIC PRESERVATION**

354  
355  
356 By: \_\_\_\_\_ Date: \_\_\_\_\_  
357 JOHN M. FOWLER  
358 Executive Director, Advisory Council on Historic Preservation  
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2018**

**SIGNATORIES:**

NATIONAL PARK SERVICE AT EBEBY'S LANDING NATIONAL HISTORICAL RESERVE

By: \_\_\_\_\_ Date: \_\_\_\_\_

ROY ZIPP

Operations Manager, National Park Service at Ebey's National Historical Reserve

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2018**

CONCURRING PARTIES:

TRUST BOARD OF EBEBY'S LANDING NATIONAL HISTORICAL RESERVE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
KRISTEN GRIFFIN  
General Manager, Ebey's Landing National Historical Reserve

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CONCURRING PARTIES:

ISLAND COUNTY COMMISSIONER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**NAME**

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ISLAND COUNTY, WASHINGTON  
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CONCURRING PARTIES:

TOWN OF COUPEVILLE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MOLLY HUGHES  
Mayor, Town of Coupeville

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CONCURRING PARTIES:

CITY OF PORT TOWNSEND

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DEBRAH STINSON  
Mayor, City of Port Townsend

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2018**

CONCURRING PARTIES:

CITIZENS OF EBEBY'S RESERVE

By: \_\_\_\_\_  
MARYON ATWOOD  
President of Citizens of Ebey's Reserve

Date: \_\_\_\_\_



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2018**

CONCURRING PARTIES:

CONCERNED CITIZEN OF COUPEVILLE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DAVID DAY