MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY GARRISON – ROCK ISLAND ARSENAL
AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF BUILDING 82
AT ROCK ISLAND ARSENAL IN ROCK ISLAND, ILLINOIS

WHEREAS, the United States Army (ARMY) plans to demolish Building 82 at Rock Island Arsenal which is a contributing property of the Rock Island Arsenal (RIA) Historic District listed on the National Register of Historic Places (NRHP); and

WHEREAS, the ARMY has determined that the undertaking will have an adverse effect on the RIA Historic District listed on the NRHP, and has consulted with the SHPO, pursuant to 36 CFR Part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 USC § 470f); and

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

NOW, THEREFORE, the ARMY and SHPO 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

The ARMY shall ensure that the following measures are carried out:

I RECORDATION

Prior to demolition of the building, the ARMY shall ensure that adequate documentation is provided to the SHPO in the approved Illinois Historic American Building Survey (IL HABS) Level III format. The ARMY shall ensure that the report is accepted in writing by the SHPO prior to initiating any demolition activities. The following items will be completed to fulfill this requirement:

A) The building exterior and interior shall be photo-documented. Photographs shall be archival quality and produced in high resolution digital format. Photographs shall be 5" x 7" in dimension and will be printed on archivally stable paper.

B) A history of the building and its significance to the Rock Island Arsenal in ILHABS outline format.

C) Copies of any original drawings or sketches shall be provided. Items will be copied full size at no less than 400 DPI resolution.

D) One original IL HABS Level III report and one copy of the report on gold compact disc shall be forwarded to the SHPO for archiving. A set of the original report shall be retained by the ARMY's Cultural Resource Manager at Rock Island Arsenal.

II DURATION

This Memorandum of Agreement (MOA) 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, the ARMY may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

III MONITORING AND REPORTING

The ARMY shall provide the SHPO with a summary report detailing work undertaken pursuant to the terms of this MOA. This report shall include any problems encountered and any received disputes and objections to the ARMY's efforts to carry out the terms of this MOA.

IV DISPUTE RESOLUTION

Should any signatory of this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the ARMY shall consult with such party to resolve the objection. If the ARMY determines that such objection cannot be resolved, the ARMY will forward all documentation relevant to the dispute, including the ARMY's proposed resolution, to the ACHP. The ACHP shall provide the ARMY with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the ARMY shall prepare a written response that takes into account any timely advice or comments from the ACHP and SHPO regarding the dispute, and provide them with a copy of this written response. The ARMY will then proceed according to its final decision.

If the ACHP does not provide advice regarding the dispute within thirty (30) days, the ARMY may make a final decision on the dispute and proceed accordingly.

The ARMY's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

V AMENDMENTS

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

IV TERMINATION

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 V above. If, within thirty (30) days (or another time period agreed to by all signatories), an amendment cannot be reached, any signatory may terminate this MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to continuing work on the undertaking, the ARMY must either:

A) Execute an MOA pursuant to 36 CFR § 800.6

B) Request, take into account, and respond to all comments made by the ACHP under 36 CFR 800.7

The ARMY shall notify the signatories in writing as to the course of action that it will pursue.

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

SIGNATORIES:

United States Army Garrison – Rock Island Arsenal

15/4/15

Elmer Speights, Jr.
Colonel, AR
Garrison Commander
Rock Island Arsenal

Date

Illinois State Historic Preservation Officer

05/05/15

Rachel Leibowitz, Ph.D.
Deputy State Historic Preservation Officer
Preservation Services Division
Illinois Historic Preservation Agency

Date