

MEMORANDUM OF AGREEMENT
between Kent County, Delaware and the
DELAWARE STATE HISTORIC PRESERVATION OFFICE
For Community Development Block Grant Rehabilitation,
5 East Milby Street, Harrington, Mispillion Hundred, Kent County, Delaware
PURSUANT TO 36 CFR PART 800.6

WHEREAS, the County of Kent, State of Delaware (County), acting as a designee of the US Department of Housing and Urban Development (HUD) through a Programmatic Agreement (PA), proposes to provide funding for the Community Development Block Grant (CDBG) rehabilitation; and

WHEREAS, in consultation with the Delaware State Historic Preservation Officer (SHPO), Kent County has determined the Project's Area of Potential Effects (APE), as defined in the Documentation of Adverse Effect for the Project, dated May 2003; and

WHEREAS, the County has determined that the CDBG rehabilitation will have an adverse effect upon 5 East Milby Street, a property eligible for inclusion in the National Register of Historic Places, and located in the APE; and

WHEREAS, Kent County has consulted with the SHPO pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, Kent County has afforded the public an opportunity to comment on the effects of the Project on historic properties as outlined in the Documentation of Adverse Effect; and

NOW, THEREFORE, **Kent County**, and the SHPO agree that the project shall be implemented in accordance with the following stipulations in order to take into account its effects on historic properties.

STIPULATIONS

Kent County will ensure that the following measures are carried out:

1. Documentation of 5 East Milby Street, Harrington, Mispillion Hundred, Kent County, Delaware

Prior to the rehabilitation of 5 East Milby Street, documentation will be carried out in accordance with the Delaware State Historic Preservation Office survey guidelines, Guidelines for Architectural and Archaeological Surveys in Delaware (1993, as amended) (Guidelines). Specifically, the documentation will consist of the following:

- a. Window Details – Measured sketch plan of the building's windows.
- b. Photographs – 35 mm black and white photographs of exterior [and interior, if appropriate]. For each roll of film, the negatives, one contact sheet, Photo Inventory Cards, and a Photographic Inventory – Contact Sheet form are to be completed in accordance with the Guidelines.
- c. Written Data – All appropriate Cultural Resource Survey forms are to be completed in accordance with the Guidelines.

This documentation will be forwarded to the SHPO for review and approval. Once the documentation is approved, a set will be retained by the SHPO.

2. **Amendments or Non-Compliance**

If any of the signatories to this Agreement believe that the terms cannot be adhered to, or that an

amendment to the terms must be made, that signatory shall immediately consult with the other signatories to develop amendments. The process of amending the Agreement shall be the same as was exercised in creating it. If an amendment cannot be agreed upon, the dispute resolution process set forth in Stipulation 3 will be followed.

Failure to fulfill the terms of this Agreement requires that the County consult in accordance with 36 CFR 800.6(c)(8). If the County cannot fulfill the terms of this Agreement, it shall not take or sanction any action or make an irreversible commitment that would result in an adverse effect with respect to eligible or listed properties covered by the Agreement until the consultation process has been completed.

3. Dispute Resolution

If, at any time during the implementation of the measures stipulated in this Memorandum of Agreement, a dispute should arise as to any measure or its manner of implementation, the parties to this Agreement will consult to resolve the dispute. If no resolution is achieved, the County will request the comments of the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR 800.7.

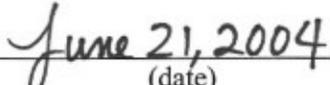
4. Termination of Agreement

This Agreement shall expire if its terms and conditions are not carried out within 1 year from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

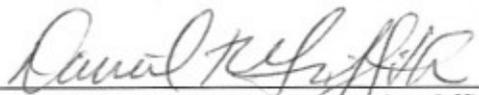
Execution of this Memorandum of Agreement by the County and the SHPO, the subsequent filing of this Agreement with the Council, and implementation of its terms, evidence that the County has taken into account the effects of the project on historic properties.



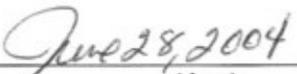
President, Kent County Levy Court



(date)



Delaware State Historic Preservation Officer



(date)