

1 **MEMORANDUM OF AGREEMENT**
2 **BETWEEN**
3 **THE UNITED STATES ARMY GARRISON HAWAII AND**
4 **THE HAWAII STATE HISTORIC PRESERVATION OFFICER**
5 **FOR THE RESOLUTION OF ADVERSE EFFECTS**
6 **RESULTING FROM THE REHABILITATION OF BUILDING 500,**
7 **FORT SHAFTER MILITARY RESERVATION**
8 **O‘AHU, HAWAI‘I**
9

10
11 **WHEREAS**, the United States Army Garrison Hawaii (USAG Hawaii) proposes to
12 rehabilitate Building 500 (also known as Richardson Theater) at Fort Shafter Military
13 Reservation and adapt it for reuse as a secure facility (“the Undertaking”); and
14

15 **WHEREAS**, USAG Hawaii has a critical need for a secure facility in the vicinity of the
16 U.S. Army Pacific headquarters; and
17

18 **WHEREAS**, USAG Hawaii is a federal agency, and the rehabilitation is therefore an
19 undertaking subject to review pursuant to Title 54 U.S. Code (U.S.C.) § 306108
20 [commonly referred to as “Section 106” of the *National Historic Preservation Act*
21 (*NHPA*)], and its implementing regulations at Title 36 Code of Federal Regulations
22 (CFR) Part 800 *Protection of Historic Properties*; and
23

24 **WHEREAS**, the Commander of USAG Hawaii has jurisdiction over the Undertaking and
25 is the agency official for the purposes of NHPA Section 106; and
26

27 **WHEREAS**, the Undertaking involves demolishing and repurposing the interior of the
28 theater, reorganizing the parking lots, and retaining the historical appearance of the
29 exterior of the theater with two exceptions: installation of a new wheelchair accessible
30 ramp and removal of the rooftop ventilation; and
31

32 **WHEREAS**, the Area of Potential Effect (APE) as shown in Appendix A encompasses
33 three acres and includes the entire footprint of Building 500 and the surrounding parking
34 lots and landscaping; and
35

36 **WHEREAS**, the popularity of live theater has declined to the point that the Army
37 Community Theater (ACT) program no longer exists and movie theaters are no longer
38 the draw that they had been in the previous century resulting in underutilization of
39 Building 500; and
40

41 **WHEREAS**, Building 500, constructed in 1948, embodies the distinctive characteristics
42 of the Art Moderne architectural style and is a historic property because it is eligible for
43 the National Register of Historic Places under Criterion C; and
44
45

46 **WHEREAS**, the Commander of USAG Hawaii has consulted with the Hawai'i State
47 Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800 and has found that
48 the Undertaking will have an adverse effect on Building 500 by changing the character
49 of use; and

50
51 **WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), USAG Hawaii has notified the
52 Advisory Council on Historic Preservation (ACHP) of the adverse effect determination
53 with specified documentation, and the ACHP has chosen not to participate in the
54 consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

55
56 **WHEREAS**, USAG Hawaii recognizes U.S. Department of Defense Instruction (DoDI)
57 4710.03, *Consultation With Native Hawaiian Organizations (NHOs)*, and the ACHP's
58 *Consultation with Native Hawaiian Organizations in the Section 106 Review Process: A*
59 *Handbook*, as their guiding documents for consulting with NHOs, and acknowledges
60 that NHOs possess special expertise in assessing the eligibility of properties to which
61 they attach religious and cultural significance; and

62
63 **WHEREAS**, USAG Hawaii has invited the Office of Hawaiian Affairs, and other Native
64 Hawaiian organizations who have may attach religious and cultural significance to
65 properties at Fort Shafter, to participate in consultation, including 'Aha Kūkaniloko Ko'a
66 Mana Mea Ola Kanaka Maui Hoalii Iku Pau, the Association of Hawaiian Civic Clubs,
67 Hui Malama 'Aina O La'ie, Koa Ike, Kingdom Pathways, Ma'a 'Ohana, Native Hawaiian
68 Church, 'Ohana Huihui, 'Ohana Souza, Pacific Justice and Reconciliation Center, Royal
69 Order of Kamehameha I Moku 'o Kōhala. NHOs have not identified any such properties
70 within the APE and no NHOs are participating as consulting parties to this agreement;
71 and

72
73 **WHEREAS**, USAG Hawaii has provided notice of the undertaking and afforded the
74 public an opportunity to comment on the draft agreement through the USAG Hawaii web
75 page and by media release on January 21, 2025, and has allotted thirty (30) days for
76 interested members of the public to review the project information and provide
77 comments **and comments (WERE OR WERE NOT) received**; and

78
79 **NOW, THEREFORE**, the USAG Hawaii and the SHPO agree that the Undertaking shall
80 be implemented in accordance with the following stipulations to resolve the effect of the
81 Undertaking on historic properties.

STIPULATIONS

USAG-Hawaii shall ensure that the following stipulations are fulfilled:

I. RESOLUTION OF ADVERSE EFFECTS

A. MINIMIZATION MEASURES

1. USAG Hawaii will treat exterior character-defining architectural features according to *Secretary of Interior's Standards for Rehabilitation* including repairing deteriorated historic features and ensuring that all exterior treatments are be undertaken using the gentlest means possible, and the preservation of distinctive materials, features, finishes, and construction techniques.
2. USAG Hawaii will place all new modern mechanical equipment in an enclosure behind Building 500 to minimize changes to the front-facing elevations.
3. USAG Hawaii will restore the historical appearance of the front elevation by removing the existing modern air handling unit from the canopy.
4. USAG Hawaii will replace modern exterior doors with ones that replicate the appearance of the original doors.

B. MITIGATION MEASURES

1. USAG Hawaii will ensure completion of Historic American Building Survey (HABS) Level 2 documentation of Richardson Theater prior to authorizing any demolition or other activity that could damage the building.
 - a. The documentation will include the original architectural drawings, large format photographs of the interior and exterior of theater and written historical d information in accordance with the National Park Service HABS guidelines.
 - b. USAG Hawaii will provide a copy of the draft HABS documentation to SHPO for a 15-day review and comment period.
 - c. USAG Hawaii will consider comments received from SHPO, make any necessary revisions, and submit the documentation to NPS for review and approval by HABS staff prior to final transmittal to the Library of Congress

d. . USAG Hawaii may proceed with the undertaking after submitting the HABS documentation to NPS.

2. USAG Hawaii will obtain 3D laser scans of the building's interior and exterior, documenting conditions prior to the rehabilitation.
3. USAG Hawaii will ensure installation of new landscaping generally matching both the species and the locations indicated in the historical landscaping plans. Installation will occur after renovations are complete.
4. USAG Hawaii will ensure development and installation of outdoor interpretive signage detailing the history of Richardson Theater. The signage will be in a publicly accessible location in the vicinity of Building 500. Draft signage, and proposed sign locations, will be provided to the SHPO for a 30-day review period. USAG Hawaii will consider input from the SHPO and make any necessary revision before finalizing the sign content. Installation will occur after renovations are complete.

II. DURATION

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, USAG-Hawaii may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below.

III. DISPUTE RESOLUTION

Should any Signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Signatory shall notify the USAG Hawaii Garrison Commander of the objection. USAG Hawaii shall consult with such Signatory to resolve the objection. If USAG Hawaii determines that such objection cannot be resolved, USAG Hawaii will:

A. Forward all documentation relevant to the dispute, including USAG Hawaii's proposed resolution, to the ACHP. The ACHP shall provide USAG Hawaii with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation.

B. Prior to reaching a final decision on the dispute, USAG Hawaii shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and provide Signatories with a copy of the written response. USAG Hawaii will then proceed according to its final decision.

C. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day period, USAG Hawaii may make a final decision on the dispute and proceed accordingly. USAG Hawaii shall prepare a written response to the dispute and provide it to the objecting Signatory and the ACHP.

D. Should any member of the public object to the manner in which USAG Hawaii is implementing the terms of this MOA, they may raise their objections to the USAG Hawaii Garrison Commander. If the objection is relevant to the manner in which USAG Hawaii is implementing the terms of the MOA, USAG Hawaii shall acknowledge receipt of the objection within thirty (30) calendar days and will attempt to resolve the compliance objections.

E. When resolution of objections might require an amendment to the MOA, USAG Hawaii will consult with the other Signatories and follow the procedures outlined in Section VI below, if necessary

1. Objecting parties will be notified of the corrective actions to ensure awareness of USAG Hawaii's efforts to be in full compliance with the MOA requirements.

2. If USAG Hawaii receives one or more objections that have no relevance to the implementation of the MOA, USAG Hawaii has no requirement to address such objections.

F. It is the responsibility of USAG Hawaii to carry out all other actions in accordance with the terms of this MOA that are not the subject of the dispute.

IV. 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 the signatories is filed with the ACHP.

V. ANTI-DEFICIENCY ACT

The stipulations of this agreement are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act (31 U.S.C. § 1341) alters or impairs the Army's ability to implement the stipulations of this agreement, the USAG Hawaii will consult according to the amendment and termination procedures found in Stipulations IV and VI of this agreement.

VI. EMERGENCIES

If during the course of completing the Undertaking, an emergency that is an essential and immediate threat to life or property occurs, USAG Hawaii shall respond to the

*Memorandum of Agreement for the Resolution of Adverse Effect
Resulting from the Rehabilitation of Building 500, Fort Shafter Military Reservation*

emergency, notify Signatories, and invite their comments within the time available for response.

VII. 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 signatories to attempt to develop an amendment per Stipulation VIII, above.

A. If within thirty (30) 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, USAG Hawaii must either (a) execute a new MOA 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. USAG Hawaii shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by USAG Hawaii and the Hawaii SHPO and implementation of its terms evidence that USAG Hawaii has considered the effects of the Undertaking on historic properties and afforded the ACHP an opportunity to comment. Execution of and compliance with this MOA fulfill the USAG-Hawaii's NHPA Section 106 responsibilities regarding the Undertaking.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY GARRISON HAWAII AND
THE HAWAI'I STATE HISTORIC PRESERVATION OFFICER
FOR THE RESOLUTION OF ADVERSE EFFECTS
RESULTING FROM THE REHABILITATION OF BUILDING 500,
FORT SHAFTER MILITARY RESERVATION
O'AHU, HAWAI'I**

Signatory

U.S. Army Garrison Hawaii

By: _____ Date: _____
Colonel Rachel D, Sullivan
U.S. Army, Commanding

Hawai'i State Historic Preservation Officer

By: _____ Date: _____
Ms. Dawn N.S. Chang, Esq.
Chairperson, Hawai'i Department of Land and Natural Resources

APPENDIX A

AREA OF POTENTIAL EFFECT MAP

Insert map with title here

DRAFT