

**MEMORANDUM OF AGREEMENT AMONG THE ALEXANDRIA  
REDEVELOPMENT AND HOUSING AUTHORITY (ARHA), THE VIRGINIA  
STATE HISTORIC PRESERVATION OFFICE, THE ADVISORY COUNCIL ON  
HISTORIC PRESERVATION, AND THE CITY OF ALEXANDRIA, VIRGINIA,  
REGARDING THE RAMSEY HOMES REDEVELOPMENT PROJECT IN THE  
CITY OF ALEXANDRIA, VIRGINIA**

THIS AGREEMENT (Agreement) is made this 31<sup>st</sup> day of July, 2017 by and between the City of Alexandria, a Municipal Corporation of Virginia (“City”), the Alexandria Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia (“ARHA”), The Virginia State Historic Preservation Office (“SHPO”) and the Advisory Council on Historic Preservation (“ACHP”) (collectively “Signatory Parties”) for the purposes herein set forth.

**WHEREAS**, the Alexandria Redevelopment and Housing Authority (ARHA) proposes to redevelop the ±0.7 acre Ramsey Homes site, located on North Patrick Street between Pendleton and Wythe Streets in the City of Alexandria, Virginia, by demolishing the existing 15 units on site and constructing 52 new units of public housing (the “Project”); and

**WHEREAS**, the City of Alexandria (City) serves as the Responsible Entity and has assumed environmental review responsibilities in accordance with the U.S. Department of Housing and Urban Development’s Environmental Review Procedures at 24 CFR § 58 *et. seq.*, including its responsibilities under the National Historic Preservation Act (54 U.S.C. § 300101) (NHPA);

**WHEREAS**, the City has determined that the disposition/demolition of the existing 15 Public Housing Units identified as Ramsey Homes is subject to review under 24 CFR Part 970 and is an undertaking subject to review under Section 106 of the NHPA; and

**WHEREAS**, the City, in consultation with the Virginia State Historic Preservation Office (SHPO), has determined that the Area of Potential Effects (APE) for this Project is all areas within the Ramsey Homes site plan and surrounding properties within the “Uptown/Parker-Gray Historic District” (DHR No. 100-0133), which is listed on the National Register of Historic Places, as shown on attached map (Attachment A); and

**WHEREAS**, ARHA has completed the identification of historic properties; and the City, with concurrence from SHPO in a letter dated January 5, 2017, finds that the Phase I identification survey and the Phase II evaluation of site 44AX0160 entitled *Ramsey Homes, City of Alexandria, Virginia Archaeological Evaluation (Phase I/II Archeological Investigations)* conducted by Thunderbird Archeology of Gainesville, Virginia for Ramsey Homes LP of Alexandria, Virginia (Smith and Carroll 2016) meet the Secretary of the Interior's *Standards and Guidelines for Archaeological Documentation* (48 FR 44734-37, September 29, 1983) and the SHPO’s *Guidelines for Conducting Historic Resource Surveys in Virginia* (October 2011); and

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**WHEREAS**, the Undertaking includes the redevelopment of Ramsey Homes; four standing buildings with 15 units, previously recorded with DHR as seven resources in 2006 in anticipation of nominating the “Uptown/Parker-Gray Historic District” (DHR No. 100-0133) to the VLR and NRHP as:

- Building I. 912 and 914 Wythe Street (DHR No. 100-0133-1328)  
625 and 627 Patrick Street (DHR No. 100-0133-0754)
- Building II. 619, 621, and 623 Patrick Street (DHR No. 100-0133-0751)
- Building III. 609 and 611 Patrick Street (DHR No. 100-0133-0747)  
613 and 615 Patrick Street (DHR No. 100-0133-0749)
- Building IV. 605 and 607 Patrick Street (DHR No. 100-0133-0745)  
913 and 915 Pendleton Street (DHR No. 100-0133-0948); and

**WHEREAS**, the City, in consultation with the SHPO, has determined that the Ramsey Homes (DHR No. 100-0133-1328, 100-0133-0754, 100-0133-0751, 100-0133-0747, 100-0133-0749, 100-0133-0745, and 100-0133-0948) contribute to the Virginia Landmark Register (VLR) district listed in 2008 and the National Register of Historic Places (NRHP) district listed in 2010; and

**WHEREAS**, the City, in consultation with the SHPO, has determined that the portion of archaeological site 44AX0160 as depicted on the attached map (Attachment A) is eligible for inclusion in the NRHP; and

**WHEREAS**, the City has determined that the undertaking will have an adverse effect on the historic component of archaeological site 44AX0160, the Uptown/Parker-Gray Historic District (DHR No. 100-0133); and the Ramsey Homes (DHR No. 100-0133-1328, 100-0133-0754, 100-0133-0751, 100-0133-0747, 100-0133-0749, 100-0133-0745, and 100-0133-0948); and

**WHEREAS** in accordance with 36 CFR § 800.6(a)(1), the City has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has elected to participate in this consultation; and

**WHEREAS**, the City invited fourteen (14) local, state, and national governmental agencies and non-governmental groups, fifteen (15) residents of the Ramsey Homes, various local civic organizations, and the owners of fifty-six (56) properties located in the close vicinity of the project site to participate in the Section 106 process as Concurring Parties; and

**WHEREAS**, the City held four (4) public meetings (June 6, 2016, September 15, 2016, November 29, 2016, February 15, 2017 and April 26, 2017) and made project information and all relevant updates including public meeting minutes available on a City web site; and

**WHEREAS**, the City has invited ARHA to participate in this consultation and to sign this Agreement as an invited Signatory Party and ARHA has elected to participate; and

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**WHEREAS**, HUD, on behalf of the City in government to government consultation, has invited the non-resident, federally recognized Catawba Indian Nation to participate in this consultation and to sign this Agreement as an invited Signatory Party and the Catawba Indian Nation has elected not to participate; and

**WHEREAS**, HUD, on behalf of the City in government to government consultation, has invited the non-resident, federally recognized Delaware Nation to participate in this consultation and to sign this Agreement as an invited Signatory Party and the Delaware Nation has elected not to participate; and

**WHEREAS**, HUD, on behalf of the City in government to government consultation, has invited the non-resident, federally recognized Delaware Tribe of Indians to participate in this consultation and to sign this Agreement as an invited Signatory Party and the Delaware Tribe of Indians has elected not to participate; and

**WHEREAS**, HUD, on behalf of the City in government to government consultation, has invited the federally recognized Pamunkey Indian Tribe to participate in this consultation and to sign this Agreement as an invited Signatory Party and the Pamunkey Indian Tribe has elected not to participate; and

**WHEREAS**, the City has invited the Alexandria Historical Society to participate in this consultation and to sign this Agreement as an invited Concurring Party and the Alexandria Historical Society has elected to participate and sign; and

**WHEREAS**, the City has invited the Church of God and Saints of Christ to participate in this consultation and to sign this Agreement as an invited Concurring Party and the Church of God and Saints of Christ has elected to participate and sign; and

**WHEREAS**, the City has invited the Alexandria Historical Restoration and Preservation Commission to participate in this consultation and to sign this Agreement as Concurring Party and Alexandria Historical Restoration and Preservation Commission has elected to participate and sign; and

**WHEREAS**, the City has invited the Historic Alexandria Resources Commission to participate in this consultation and to sign this Agreement as a Concurring Party and Historic Alexandria Resources Commission has elected to participate and sign; and

**WHEREAS**, the City has invited Catholics for Housing, Inc. to participate in this consultation and to sign this Agreement as a Concurring Party and Catholics for Housing, Inc. has elected to participate and sign; and

**WHEREAS**, the City has invited Housing Opportunities Made Equal of Virginia, Inc. to participate in this consultation and to sign this Agreement as a Concurring Party and Housing Opportunities Made Equal of Virginia, Inc. has elected to participate and sign; and

**WHEREAS**, the City has invited the National Association for the Preservation

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of African-American History and Culture to participate in this consultation and to sign this Agreement as a Concurring Party and the National Association for the Preservation of African-American History and Culture has elected to participate and sign; and

**WHEREAS**, the City has invited ALIVE! Inc. to participate in this consultation and to sign this Agreement as a Concurring Party and ALIVE! Inc. has elected to participate and sign; and

**WHEREAS**, the City has invited the Historic Alexandria Foundation to participate in this consultation and to sign this Agreement as a Concurring Party and the Historic Alexandria Foundation has elected to participate and sign; and

**WHEREAS**, the City has invited the Alexandria Archaeological Commission to participate in this consultation and to sign this Agreement as a Concurring Party and the Alexandria Archaeological Commission has elected to participate and sign; and

**WHEREAS**, the City has invited the Greater Alexandria Preservation Alliance to participate in this consultation and to sign this Agreement as a Concurring Party and Greater Alexandria Preservation Alliance has elected to participate and sign; and

**WHEREAS**, the City has invited Mr. Gregory Cord to participate in this consultation and to sign this Agreement as a Concurring Party and Mr. Cord has elected to participate and sign; and

**WHEREAS**, the City has invited Nathaniel George to participate in this consultation and to sign this Agreement as a Concurring Party and Mr. George has elected to participate and sign; and

**WHEREAS**, the City has invited Ms. Lila Mei Lee to participate in this consultation and to sign this Agreement as a Concurring Party and Ms. Lee has elected to participate and sign; and

**WHEREAS**, the City has invited Ms. Elsie M. Mosqueda to participate in this consultation and to sign this Agreement a Concurring Party and Ms. Mosqueda has elected to participate and sign; and

**WHEREAS**, the City has invited Mr. Mark Mueller to participate in this consultation and to sign this Agreement as a Concurring Party and Mr. Mueller has elected to participate and sign; and

**WHEREAS**, the City has invited Ms. Vivian Nava-Cord to participate in this consultation and to sign this Agreement as a Concurring Party and Ms. Nava-Cord has elected to participate and sign; and

**WHEREAS**, the City has invited Ms. Judy Noritaki to participate in this consultation and to sign this Agreement as a Concurring Party and Ms. Noritaki has elected to participate and sign; and

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**WHEREAS**, the City has invited Mr. Robert G. Roe to participate in this consultation and to sign this Agreement as a Concurring Party and Mr. Roe has elected to participate and sign; and

**WHEREAS**, the City has invited Ms. Ninette Sadusky to participate in this consultation and to sign this Agreement as a Concurring Party and Ms. Sadusky has elected to participate and sign; and

**NOW THEREFORE**, the City, ARHA, the SHPO and the ACHP 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 City, in coordination with ARHA, shall ensure that the following measures are carried out:

#### **I. PROFESSIONAL QUALIFICATIONS**

All archeological and/or architectural work carried out pursuant to this Agreement shall be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the Secretary of the Interior's *Professional Qualifications Standards* (48 FR 44738-9, September 29, 1983) in the appropriate discipline.

#### **II. DECONSTRUCTION**

ARHA shall coordinate with City staff {Office of Historic Alexandria (OHA) and Planning and Zoning (P&Z)} to prepare a careful deconstruction and exploratory demolition plan for one of the Ramsey Homes buildings prior to release of demolition permits. ARHA shall solicit comments on the draft demolition plan from the City, SHPO, and other Concurring Parties in accordance with the Stipulation VII and consider those comments in the preparation of the final plan. The plan, once approved by City staff (OHA and P&Z) will be carried out prior to any demolition activity occurs of said structure. The goal of the exploratory demolition will be to provide additional information and understanding about the materials, building methods, and phases of construction and alteration. The plan shall include additional documentation of the building using 3D laser scanning and/or photogrammetry during this investigative process. Additionally, ARHA shall make arrangements for Concurring Parties and other interested members of the public to tour the building during the exploratory deconstruction and selective demolition.

### **III. PUBLIC EDUCATION AND INTERPRETATION**

- a. ARHA and/or its assignees design, produce and install wayfinding signage relevant to the historic component of site 44AX0160, the Uptown/Parker-Gray Historic District (DHR No. 100-0133), and the Ramsey Homes (DHR No. 100-0133-1328, 100-0133-0754, 100-0133-0751, 100-0133-0747, 100-0133-0749, 100-0133-0745, and 100-0133-0948) prior to the release of certificates of occupancy. ARHA shall solicit comments on the draft content and location of the signage from the City, SHPO, and other Concurring Parties in accordance with Stipulation VII and consider those comments in the preparation of the signage plan. Up to three (3) signs shall be installed on-site or in the site vicinity. Signage will be produced and installed in accordance with the City of Alexandria Wayfinding System Design Guidelines Manual (2010).
- b. ARHA in coordination with OHA shall engage a genealogical consultant to conduct additional historical research aimed at identifying past occupants of the Ramsey Homes. Oral histories will be conducted of identified Ramsey Homes residents if possible. Electronic audio and/or video recordings and transcriptions of all completed oral histories will be coordinated by and curated with Alexandria Legacies the Alexandria Oral History Program within two (2) years of the execution of this agreement.
- c. ARHA and/or its assignees shall make necessary arrangements and host a symposium focused on interdisciplinary education and outreach relevant to the archaeological, historic, genealogical, and architectural research, including analysis of the historic construction materials and methods of the Ramsey Homes buildings as well as include a broader understanding of the context of public housing in Alexandria prior to the release of certificates of occupancy. ARHA shall solicit comments on the draft symposium plan from the City, SHPO, and other Concurring Parties in accordance with the Stipulation VII and consider those comments in the preparation of the final program. The symposium shall be held within two (2) years of the execution of this agreement.
- d. ARHA and/or its assignees may photograph the work and artifacts, and display on a temporary or permanent basis artifacts or images, in an appropriate place within the City to be coordinated with OHA.
- e. OHA will prepare and maintain a City-hosted web page based on information currently located on ARHA and other City web sites to be updated as additional information is provided.

### **IV. TREATMENT OF ARCHEOLOGICAL RESOURCES**

- a. The archeological work will be conducted in accordance with the Archeological Protection Code Section 11-411 of the zoning code of the City of Alexandria and archeology conditioning on the final site plan.

- b. Prior to initiating any Project activities that could affect the archeological site(s). ARHA shall coordinate with SHPO, ACHP, City staff (Alexandria Archaeology), and other Concurring Parties for approval of the Archeological Data Recovery Plan entitled Resource Management Plan (Archeological Data Recovery Treatment Plan) for the portion of site 44AX0160 located within the Ramsey Homes Property, City of Alexandria, Virginia (May 2017).
- c. The archeological work will follow the approved Archeological Data Recovery Plan
- d. ARHA shall ensure that the approved Archeological Data Recovery Plan is implemented prior to those Project activities that could affect the archeological site(s). If such plan is not implemented before disturbance, this stipulation is not fulfilled.
- e. ARHA and/or its assignees shall notify the City, SHPO, and the other Concurring Parties in writing once the fieldwork portion of the Archeological Data Recovery Plan is complete and provide a brief management summary so that a site visit may be scheduled, if requested. The City, SHPO, and the other Concurring Parties will respond with any comments and/or requests for a site visit within fifteen (15) calendar days of receipt of the Management Summary. Following receipt of comments and any requested site visit, the City may approve implementation of the undertaking's construction or construction related ground disturbing activities in the area and within the boundary of the affected archeological site while the technical report is in preparation.
- f. ARHA and/or its assignees shall prepare a report (following the requirements for preparation and review of draft and final reports in Stipulation VII) of the results of the Archeological Data Recovery Plan investigations within one (1) year of the notification that fieldwork has been completed. When the final report has been approved by Alexandria Archaeology, ARHA and/or its assignees shall provide two (2) copies of that document, bound and on acid-free paper and one electronic copy in Adobe® Portable Document Format (.pdf) to the SHPO; and a copy electronically to Concurring Parties.

## V. CURATION

Within thirty (30) days of the City's approval of the final technical report documenting the Phase III Data Recovery conducted at site 44AX0160, ARHA shall deposit all archeological materials and appropriate field and research notes, maps, drawing and photographic records collected as a result of archaeological investigations arising from this Agreement (with the exception of human skeletal remains and associated funerary objects) for permanent curation with the City of Alexandria, Virginia, a repository which meets the requirements in 36 CFR 79, *Curation of Federally Owned and Administered Archeological Collections*. ARHA and/or its assignees shall provide the City with a copy of the curation agreement (Deed of Gift) as evidence of its compliance with this stipulation. All such items

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shall be made available to educational institutions and individual scholars for appropriate exhibit and/or research under the operating policies of the City.

## **VI. REPORTING REQUIREMENTS**

- a. Each January and July starting in 2018 following the execution of this MOA until it expires or is terminated, ARHA shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall be provided by the 30<sup>th</sup> day of the relevant month and shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in ARHA's efforts to carry out the terms of this MOA. Upon the completion of all stipulations to this Agreement, ARHA shall provide to the City, the SHPO, ACHP, and other Concurring Parties a signed memorandum documenting that ARHA has fulfilled all its responsibilities under this Agreement.
  
- b. Unless otherwise designated in writing, all notices required or permitted hereunder shall be in writing to:

the City:

Eric Keeler (or Successor), Deputy Director  
Office of Housing  
421 King Street  
Alexandria Virginia 22314

the ARHA:

Roy Priest (or Successor), Executive Director/CEO  
401 Wythe Street  
Alexandria, Virginia 22314

the SHPO:

Julie Langan (or Successor), Director  
Virginia Department of Historic Resources  
2801 Kensington Avenue  
Richmond, Virginia 23221

the ACHP:

Reid Nelson or Successor, Director  
Office of Federal Agency Programs  
Advisory Council on Historic Preservation  
401 F Street NW Suite 308  
Washington DC 20001



## VII. PREPARATION AND REVIEW OF DOCUMENTS

- a. Except as otherwise stated elsewhere in the stipulations, ARHA and/or its assignees shall submit a draft of all technical reports, treatment plans and other documentation to the City (one [1] copy) and the SHPO (two [2] copies) and ACHP (one [1] copy) and to other Concurring Parties (one [1] copy) for 30-day review and comment. ARHA and/or its assignees shall address all comments received within thirty (30) days of confirmed receipt in the revised technical report/documentation. Following written approval by the City, the ARHA and/or its assignees shall provide two (2) copies of all final reports, bound and on acid-free paper, and one electronic copy in Adobe® Portable Document Format (.pdf) to the SHPO and one (1) copy (.pdf or hardcopy) to the City, and one electronic copy to other Concurring Parties. If desired, ARHA and/or its assignees shall provide electronic copies of the report to the City for placement on a Ramsey Homes section of the Office of Historic Alexandria website or any other website, the City feels is appropriate.
- b. All technical reports prepared pursuant to this Agreement will be consistent with the federal standards entitled *Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* (48 FR 44716-44742, September 29, 1983), and SHPO's *Guidelines for Conducting Historic Resource Survey in Virginia* (rev. 2011), or any subsequent revisions or replacements of these documents.
- c. All architectural and landscape studies resulting from this agreement shall be consistent with pertinent standards and guidelines of the Secretary of the Interior, including as applicable the Secretary's *Standards and Guidelines for Historical Documentation* (48 FR 44728-30) and for *Architectural and Engineering Documentation* (48 FR 44730-34).
- d. The SHPO and other Concurring Parties agree to provide comments on the management summary of the Phase III data recovery investigations within fifteen (15) calendar days of receipt. If no comments are received from the SHPO or other Concurring Parties within the fifteen (15) day review period, the City and ARHA may assume the non-responding party has no comments.
- e. The SHPO and other Concurring Parties agree to provide comments on all other technical reports, treatment plans, and other documentation arising from this Agreement within thirty (30) calendar days of receipt. If no comments are received from the SHPO or other Concurring Parties within the thirty (30) day review period, the City and ARHA may assume the non-responding party has no comments.

## VIII. POST-REVIEW DISCOVERIES

- a. ARHA and/or its assignees shall ensure that the following provision is included in all construction contracts: “If previously unidentified historic properties or unanticipated effects to historic properties are discovered during construction, the construction contractor shall immediately halt all activity within a one hundred (100) foot radius of the discovery, notify ARHA and/or its assignees of the discovery and implement interim measures to protect the discovery from looting and vandalism” (the Stipulation).
- b. Immediately upon receipt of the notification required in the above Stipulation, ARHA and/or its assignees shall:
  1. inspect the construction site to determine the extent of the discovery and ensure that construction activities have halted; and
  2. clearly mark the area of the discovery; and
  3. implement additional measures, as appropriate, to protect the discovery from looting and vandalism; and
  4. have a City archeologist inspect the construction site to determine the extent of the discovery and provide recommendations regarding its NRHP eligibility and treatment; and
  5. notify the City, the SHPO and other Concurring Parties of the discovery describing the measures that have been implemented to comply with this Stipulation.
- c. Upon receipt of the information required in the above Stipulation, the City shall provide ARHA, the SHPO and other Concurring Parties with its assessment of the NRHP eligibility of the discovery and the measures proposed to resolve adverse effects. In making its evaluation, the City, in consultation with the SHPO, may assume the discovery to be NRHP eligible for the purposes of Section 106 pursuant to 36 CFR § 800.13(c). ARHA, the SHPO and other Concurring Parties shall respond to the City’s assessment within forty-eight (48) hours of receipt.
- d. The City will take into account the SHPO, ACHP and other Concurring Parties’ recommendations on eligibility and treatment of the discovery and will notify the ARHA of any appropriate required actions. ARHA must comply with the required actions and provide the City and Concurring Parties with a report on the actions when implemented. Any actions that the City deems appropriate for ARHA to take with regard to such discovery will automatically become additional stipulations to this Agreement and thereby will be incorporated in the permit and become conditions to the permit. If ARHA fails to comply with such actions, such failure will constitute a breach of this Agreement and noncompliance with the requirements for HUD authorization to use funds pursuant to a Request for Release of Funds and Certification (form HUD-7015.15).

- e. Construction activities may proceed in the area of the discovery, when the City has determined that implementation of the actions undertaken to address the discovery pursuant to this Stipulation are complete.
- f. The City shall ensure that all other activities outlined in this MOA that are not the subject of the discovery shall be implemented while the discovery is addressed.

## **IX. HUMAN REMAINS**

- a. ARHA and/or its assignees shall make all reasonable efforts to avoid disturbing gravesites, including those containing Native American human remains and associated funerary artifacts. ARHA and/or its assignees shall treat all human remains in a manner consistent with the ACHP's *Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects* (February 23, 2007; <http://www.achp.gov/docs/hrpolicy0207.pdf>).
- b. ARHA and/or its assignees shall ensure that human skeletal remains and associated funerary objects encountered during the course of actions taken as a result of this Agreement shall be treated in accordance with the Regulations Governing Permits for the Archaeological Removal of Human Remains (Virginia Register 390-01-02) found in the *Code of Virginia* (10.1-2305, et seq., Virginia Antiquities Act). If removal is proposed, the Permittee shall apply for a permit from the SHPO for the removal of human remains in accordance with the regulations stated above.
- c. ARHA and/or its assignees shall make a good faith effort to ensure that the general public is excluded from viewing any Native American burial site or associated funerary artifacts. The Concurring Parties to this Agreement shall not release photographs of any Native American burial site or associated funerary artifacts to the press or general public. The City shall notify the appropriate Federally-recognized Tribe(s), and/or appropriate tribal leaders when Native American burials, human skeletal remains, or funerary artifacts are encountered on the project, prior to any analysis or recovery. ARHA and/or its assignees shall deliver any Native American human skeletal remains and associated funerary artifacts recovered pursuant to this Agreement to the appropriate tribe to be reinterred. The disposition of any other human skeletal remains and associated funerary artifacts shall be governed as specified in any permit issued by the SHPO or any order of the local court authorizing their removal. ARHA will be responsible for all reasonable costs associated with treatment of human remains and associated funerary objects.

## **X. DISPUTE RESOLUTION**

- a. Should any person or entity signing this Agreement object in writing to the City regarding any action carried out or proposed with respect to any undertakings

covered by this agreement or to implementation of this Agreement, the City will consult with the objecting party to resolve the objection.

- b. If after initiating such consultation, the City determines that the objection cannot be resolved through consultation, the City shall forward all documentation relevant to the objection to the ACHP, including the proposed response to the objection.
- c. Within thirty (30) days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:
  1. Advise the City that the ACHP concurs with the City's proposed response to the objection, whereupon the City will respond to the objection accordingly; or
  2. Provide the City with recommendations, which the City shall take into account in reaching a final decision regarding its response to the objection; or
  3. Notify the City that the objection will be referred for comment pursuant to 36 CFR 800.7(a)(4), and proceed to refer the objection and comment. The City shall take the resulting comment into account in accordance with 36 CFR 800.7(c)(4) and Section 110(l) of the NHPA.
- d. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the City may assume the ACHP's concurrence in its proposed response to the objection.
- e. The City shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the City's responsibility to carry out all the actions under this Agreement that are not the subjects of the objections shall remain unchanged.

## **XI. PUBLIC OBJECTIONS**

At any time during implementation of the measures stipulated in this Agreement, should an objection pertaining to this Agreement be raised by a member of the public, the City shall notify ARHA and other signatories to this Agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this Agreement to resolve the objection.

## **XII. AMENDMENTS**

- a. Any Signatory Party to this Agreement may propose to the City that the Agreement be amended, whereupon the City will consult with the other parties to this Agreement to consider such an amendment. Upon approval of the language in the amendment, all original signatories to the Agreement must sign the amendment. The amendment will be effective on the date it is signed by the last Signatory Party.

### **XIII. TERMINATION**

- a. If ARHA decides it will not proceed with the undertaking, it shall so notify the City, the ACHP, the SHPO, and the other Concurring Parties and this Agreement shall become null and void.
- b. If ARHA determines that it cannot implement the terms of this Agreement, or if the City, the ACHP, or SHPO determines that the Agreement is not being properly implemented, ARHA, the City, the ACHP, or the SHPO may propose to the other parties to this Agreement that it be amended or terminated. The signatories will first consult with the other signatories per Stipulation XII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any Signatory Party may terminate the MOA upon written notice to all signatories.
- c. Once the MOA is terminated, and prior to work continuing on the Undertaking, the City must either a) execute an 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. The City shall notify the Signatories as to the course of action it will pursue. ARHA will share a technical report or other documentation on the work done up to and including the date of termination.

### **XIV. DURATION OF AGREEMENT**

This Agreement will continue in full force and effect after the date of the last Signatory Party signature until December 31, 2022. All obligations under this Agreement must be complete before expiration of this Agreement. At any time in the six-month period prior to the Agreement's expiration, the City may request that the Signatory Parties consider an amendment to extend or modify this Agreement per Stipulation XII, above.

### **XV. EXECUTION OF AGREEMENT**

This Agreement may be executed in counterparts, with a separate page for each party. The City will ensure that each party is provided with a copy of the fully executed Agreement.

Execution of this Memorandum of Agreement by the City, the ACHP, and the SHPO and implementation of its terms, evidence that the City has taken into account the effect of the Undertaking on historic properties.

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**INVITED SIGNATORY PARTY:**

ALEXANDRIA REDEVELOPMENT AND HOUSING AUTHORITY

By:   
Mr. Roy Priest  
Executive Director/CEO

Date: 7-7-17

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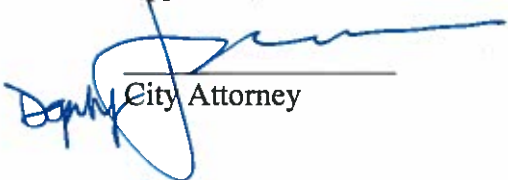
**SIGNATORY PARTY:**

CITY OF ALEXANDRIA

By:   
\_\_\_\_\_  
Mark B. Jinks  
City Manager

Date: 7-12-17


Approved as to Form:

  
\_\_\_\_\_  
City Attorney

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**SIGNATORY PARTY:**

THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE

By:   
Julie Langan, Director

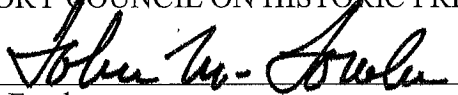
Date: 7-20-17



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**SIGNATORY PARTY:**

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  Date: 2/30/17  
John M. Fowler  
Executive Director

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**CONCURRING PARTY:**

ALEXANDRIA HISTORICAL SOCIETY

By: \_\_\_\_\_  
Ms. Debbie Ackerman  
President

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

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**CONCURRING PARTY:**

CHURCH OF GOD AND SAINTS OF CHRIST

By: \_\_\_\_\_  
Mr. August M. Walker

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

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**CONCURRING PARTY:**  
ALEXANDRIA HISTORICAL RESTORATION AND PRESERVATION  
COMMISSION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Michael Commisso  
Chair

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**CONCURRING PARTY:**  
HISTORIC ALEXANDRIA RESOURCES COMMISSION

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

Bill Hendrickson, Chair

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**CONCURRING PARTY:**  
CATHOLICS FOR HOUSING, INC.

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

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

Ms. Karen S. DeVito  
Executive Director

July 2017

**CONCURRING PARTY:**  
HOUSING OPPORTUNITIES MADE EQUAL OF VIRGINIA, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Alex Guzman  
Director

July 2017

**CONCURRING PARTY:**

NATIONAL ASSOCIATION FOR THE PRESERVATION OF AFRICAN-AMERICAN  
HISTORY AND CULTURE

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

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

Mr. Delaitre J. Hollinger  
Executive Director/CEO



July 2017

**CONCURRING PARTY:**  
ALIVE! INC.

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

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

Ms. Diane L. Charles  
Executive Director

July 2017

**CONCURRING PARTY:**  
HISTORIC ALEXANDRIA FOUNDATION

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

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

Gail C. Rothrock  
Board Member

July 2017

**CONCURRING PARTY:**  
ALEXANDRIA ARCHAEOLOGICAL COMMISSION

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

Mr. Seth Tinkham  
Member

July 2017

**CONCURRING PARTY:**  
GREATER ALEXANDRIA PRESERVATION ALLIANCE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Boyd Walker

July 2017

**CONCURRING PARTY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Gregory Cord

July 2017

**CONCURRING PARTY:**

By: \_\_\_\_\_  
Mr. Nathaniel George

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

July 2017

**CONCURRING PARTY:**

By: \_\_\_\_\_  
Ms. Lila Mei Lee

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

July 2017

**CONCURRING PARTY:**

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

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

Ms. Elsie M. Mosqueda



July 2017

**CONCURRING PARTY:**

By: \_\_\_\_\_  
Mr. Mark Mueller

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

July 2017

**CONCURRING PARTY:**

By: \_\_\_\_\_  
Ms. Vivian Nava-Cord

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

July 2017

**CONCURRING PARTY:**

By: \_\_\_\_\_  
Ms. Judy Noritaki

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

July 2017

**CONCURRING PARTY:**

By: \_\_\_\_\_  
Mr. Robert G. Roe

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

July 2017

**CONCURRING PARTY:**

By: \_\_\_\_\_  
Ms. Ninette Sadusky

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

July 2017