

**MEMORANDUM OF AGREEMENT  
AMONG THE CITY OF ALEXANDRIA, VIRGINIA,  
ALEXANDRIA REDEVELOPMENT AND HOUSING AUTHORITY,  
AND  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE  
REGARDING  
THE SAMUEL MADDEN HOMES REDEVELOPMENT PROJECT IN THE CITY OF  
ALEXANDRIA, VIRGINIA**

THIS AGREEMENT (agreement) is made this \_\_\_\_ day of \_\_\_\_, 2023 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”), and the Virginia State Historic Preservation Office (“SHPO”), which in Virginia is the Virginia Department of Historic Resources (DHR), (collectively “Signatories”), pursuant to Section 106 of the National Historic Preservation Act (NHPA), 54 United States Code (U.S.C.) § 306108, and its implementing regulations 36 Code of Federal Regulations (C.F.R.) Part 800 for the purposes herein set forth.

**WHEREAS**, ARHA proposes to redevelop the 3.43-acre Samuel Madden Homes site, located on two contiguous blocks bounded by First Street on the north, North Patrick Street on the east, US Route 1 on the west, and Madison Street on the South, by demolishing the existing 13 buildings containing 66 units and constructing 532 new units, including 326 affordable and workforce housing units (the “Undertaking”); and

**WHEREAS**, the 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 (HUD) Environmental Review Procedures at 24 C.F.R. § 58 *et. Seq.*, including its responsibilities under the National Historic Preservation Act, as amended (54 U.S.C. § 306108) (NHPA) and its implementing regulations, 36 C.F.R. part 800; and

**WHEREAS**, the City has determined that the disposition/demolition of the existing 66 Public Housing Units identified as Samuel Madden Homes is subject to review under 24 C.F.R. Part 970 and is an undertaking subject to review under Section 106 of the NHPA; and

**WHEREAS**, the City, in consultation with the SHPO, has determined that the Area of Potential Effects (APE) for this Undertaking includes all areas within the Samuel Madden Homes redevelopment site and the immediate vicinity where the site is visible as shown on the attached map (Appendix I); and

**WHEREAS**, the Samuel Madden Homes was recorded with the DHR in 2006 as thirteen resources listed in Appendix II in anticipation of nominating the Uptown/Parker-Gray Historic District (DHR ID # 100-0133) to the Virginia Landmarks Register (VLR) and the National Register of Historic Places (NRHP); and

**WHEREAS**, the City, in consultation with SHPO, has determined that the Samuel Madden Homes (DHR ID #s100-0133-0514, 0518, 0524, 0528, 0534, 0538, 0566, 0572, 0797, 1355, 1361, 1365, 1369) contribute to the Uptown/Parker Grey Historic District, a VLR district listed in 2008 and a NRHP district listed in 2010, and is potentially individually eligible for listing in the NRHP; and

**WHEREAS**, the City has determined that the Undertaking will have an adverse effect on the Uptown/Parker-Gray Historic District (DHR ID#100-0133), which is listed in the VLR and NRHP, and the Samuel Madden Homes and has consulted with the SHPO pursuant to 36 C.F.R. part 800; and

**WHEREAS**, as of the date of this agreement the following reports have been prepared: Samuel Madden Homes Documentary Study, 800 and 900 Blocks of N. Henry Street, Alexandria, Virginia by Stantec Consulting Services, Inc. and EHT Tracerics, Inc. (October 2022, revised January 2023); Approval and concurrence from the City (initial comments November 9, 2023, final acceptance January 13, 2023) and SHPO (November 30, 2022); Westover Subdivision Blocks 3, 4, and 5, Alexandria, Virginia: Phase 1 Architectural Survey by EHT Tracerics (December 2022). Approval and concurrence from the City (January 6, 2023) and SHPO (March 24, 2023) All studies meet the Secretary of the Interior's Standards and Guidelines for Archaeology Documentation and the SHPO's *Guidelines for Conducting Historic Resources Surveys in Virginia* (2017); and

**WHEREAS**, the Alexandria Board of Architectural Review (BAR) has reviewed the Undertaking for the appropriateness of the new construction's height, mass, scale, and general architectural character with the Uptown/Parker-Gray Historic District during public meetings held on May 18, 2022, June 15, 2022, July 20, 2022, July 26, 2023, and October 4, 2023; and

**WHEREAS**, the Alexandria BAR must approve an application for a Certificate of Appropriateness for the Undertaking and find the new construction to be compatible with the Uptown/Parker-Gray Historic District prior to the issuance of a permit; and

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

**WHEREAS**, the City informed the Federally recognized sovereign Indian Nations that have a government-to-government relationship with the United States and an interest in the area affected by the Undertaking, pursuant to 36 C.F.R. § 800.2(c)(2), about the Undertaking and invited them to be Consulting Parties. The Federally recognized sovereign Indian Nations include the Catawba Indian Nation, Pamunkey Indian Tribe, and Delaware Nation (collectively referred to as "Native American Tribes" in this MOA). The City invites each of these Native American Tribes to concur with this MOA pursuant to 36 C.F.R. § 800.6(c)(3). All the letters sent to Native American Tribes can be found in Appendix III; and

**WHEREAS**, in accordance with 36 C.F.R. 800.2(a)(4), the City has consulted with individuals and organizations with a demonstrated interest in the Undertaking and the public to participate as Consulting Parties (see full list of Consulting Parties in Appendix IV) in the Section 106 process and has invited them to participate in the Section 106 process as Concurring Parties; and

**WHEREAS**, the City invited twelve (12) local, state, and national governmental agencies and non-governmental groups, sixty-five (65) residents of the Samuel Madden Homes, various local civic organizations, and the owners of twenty-seven (27) properties located in the close vicinity of the project site to participate in the Section 106 process as Concurring Parties; and

**WHEREAS**, the City conducted four (4) Consulting Party meetings on May 11, 2022, September 19, 2022, January 8, 2023, and February 23, 2023 to provide opportunities for the Consulting Parties to comment on the Undertaking, the delineation of the APE, the identification of historic properties, the assessment of effects on historic properties, and potential resolution strategies and made project information and all relevant updates available on the development web site and City website; and

**WHEREAS**, the City, on behalf of HUD 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**, the City, on behalf of HUD 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**, the City, on behalf of HUD 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 Archaeological Commission to participate in this consultation and to sign this Agreement as an invited Concurring Party and the Alexandria Archaeological Commission has elected to participate and sign; 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.

**NOW THEREFORE**, the City, ARHA, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to mitigate the effect of the Undertaking on historic properties.

## **STIPULATIONS**

The City, in coordination with ARHA, shall ensure that the following measures are implemented:

### **I. PROFESSIONAL QUALIFICATIONS**

All archaeological 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* (36 C.F.R. Part 61) in the appropriate discipline.

### **II. TREATMENT OF ARCHAEOLOGICAL RESOURCES**

- A. All archaeological work will be conducted in accordance with the Archaeological Protection Code Section 11-411 of the Zoning Code of the City of Alexandria, archaeology conditioning on the final site plan, and City of Alexandria Archaeological Standards (revised July 6, 2021).
- B. Prior to initiating any Project activities that could affect potential archaeological sites, ARHA and/or its assignees will confirm with the City archaeologist that the approved Scope of Work: Samuel Madden Homes Archaeological Evaluation (approved December 20, 2022) has been completed and that any required Resource Management Plans will be approved and implemented to recover significant resources before or in concert with construction activities.
- C. ARHA shall ensure that an approved Archeological Data Recovery Plan is implemented, if necessary, 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.
- D. ARHA and/or its assignees shall notify the City, SHPO, and the other Concurring Parties in writing once the fieldwork portion of the Archaeological Evaluation and, if necessary, 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 any affected archeological site while the technical report is in preparation.
- E. 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 Evaluation and, if necessary, 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.

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

- A. ARHA and/or its assignees will design, produce, and install wayfinding signs that interpret elements of the site history and archaeological findings into the design of the public realm. 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. A professional archaeological consultant or qualified historian, in consultation with Staff, shall write text and graphically design interpretive signage using a template provided by the Office of Historic Alexandria. Up to two (2) signs shall be installed on-site or in the site vicinity. The theme of the first panel will focus on the history of the Samuel Madden Homes, the site's earlier history, and any archaeological findings. The theme of the second panel will focus on the Samuel Madden Homes residents and resident experiences based on oral history interviews conducted as part of Stipulation IV. Signage will be produced and installed in accordance with the City of Alexandria Wayfinding System Design Guidelines Manual (2010). Once approved by the Office of Historic Alexandria/Alexandria Archaeology, the interpretative signage will be installed prior to issuance of the Certificate of Occupancy.
- B. ARHA and/or its assignees shall prepare a brochure or website summarizing archaeological, historical, and architectural research on the Samuel Madden Homes, Public Housing in Alexandria, and housing developed for African Americans during World War II. ARHA shall solicit comments on the content of the brochure and website from the City, SHPO, and other Concurring Parties and consider those comments in the preparation of the final brochure and/or website. The brochure and/or website will be issued within two (2) years of the execution of this agreement.
- C. ARHA and/or its assignees will develop a fact sheet with narrative to encourage the incorporation of the Samuel Madden Homes site as a tour stop on City-sponsored, self-guided, or private walking tours.
- D. ARHA and/or its assignees in cooperation with Alexandria Archaeology will offer programming in the form of at least three Alexandria Archaeology outreach lessons to the Hopkins House Preschool Academy, Ruby Tucker Family Center, Charles Houston Recreation After School/Summer Power On Program, and/or the Jefferson Houston LINK club. These lessons will include two to three age-appropriate books provided to each institution to continue archaeology education in the future after the lesson is over.
- E. All of the information gathered throughout this process will be made publicly available on ARHA's website. In addition, ARHA and/or its assignees will contribute information

and resources to any event organized by the City that addresses racial patterns in housing, especially public housing developments built in the City of Alexandria.

#### **IV TREATMENT OF ORAL HISTORY**

- A. All preservation and interpretation of oral history will be completed in accordance with the Alexandria Oral History Collection Standards. ARHA and/or its assignees will complete each step of the Alexandria Oral History Collection Standards by collaborating with the City Oral Historian. Each step of the Alexandria Oral History Collection Standards undertaken by ARHA and/or its assignees requires approval from the City Oral Historian upon completion.
- B. ARHA and/or assignees will host at a minimum two community meetings to share information and enlist stakeholders for the oral history project.
- C. ARHA and/or assignees will create a Community Advisory Group and a Scope of Work in accordance with the Alexandria Oral History Collection Standards.
- D. ARHA and/or its assignees will conduct at a minimum, ten (10) oral history interviews with past or present residents and other stakeholders in accordance with the Alexandria Oral History Center Collection Standards. Electronic audio and/or video recordings and transcriptions of all completed oral histories will be coordinated by and curated with the Alexandria Oral History Program within two (2) years of the execution of this agreement.
- E. ARHA and/or its assignees will conduct at the minimum two community workshops and create an online portal, where ARHA and/or its assignees will collect donated material objects in accordance with the Alexandria Oral History Center Collection Standards.
- F. ARHA and/or its assignees will at the minimum create one Public Program; one Public Resource; and one Permanent Display in accordance with the Alexandria Oral History Collection Standards.

#### **IV. DOCUMENTATION**

- A. ARHA and/or its assignees will produce a public summary suitable for posting on the City's website of the complete documentary study of the Samuel Madden Homes within one (1) year of the execution of this agreement. The documentary study shall consist of maps in addition to primary and secondary source information. The archival research will include, but is not limited to, deeds, plats, title documents, probate and other court records, tax and census records, business directories, published and unpublished manuscripts of first-hand accounts, historical maps, newspaper articles, and oral histories.
- B. ARHA and/or its assignees shall complete Historic American Buildings Survey (HABS) recordation prior to the start of any demolition work. The recordation must follow the HABS/HAER/HALS guidelines established by the National Park Service Heritage documentation Programs (HPD). The documentation shall include HABS outline format written report and thirty (30) large-format black-and-white photographs of the Samuel

Madden Homes site, interior, exterior, and details. Photographs shall meet the National Park Service's "Heritage Documentation Programs HABS/HAER/HALS Photography Guidelines" updated June 2015. Three sets of written and photographic recordation meeting HABS permanence standards shall be produced and provided to the DHR Archives, Library of Congress, Alexandria Barrett Branch Library Local History/Special Collections, and the City of Alexandria Archives and Records Center.

- C. ARHA and/or its assignees will incorporate documentation on the Samuel Madden Homes as part of the development of an architectural survey and historic context study of Public Housing in Alexandria within four (4) years of execution of this agreement.

## **V. CURATION**

Within thirty (30) days of the City's approval of the final technical report documenting the Archaeological Evaluation and/or, if necessary, Data Recovery, 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 shall be made available to educational institutions and individual scholars for appropriate exhibit and/or research under the operating policies of the City.

## **V. SCHOLARSHIP FUND**

ARHA and/or its assignees will establish a scholarship fund with seed funding of \$20,000 to benefit ARHA residents pursuing careers that impact the built environment. This may include training for a skilled trade career, or degrees in areas such as historic preservation, urban planning, archaeology, architecture, engineering, or others. The scholarship fund will be managed by an independent third-party non-profit organization to be selected by ARHA Board of Commissioners in consultation with the City.

## **VI. REPORTING REQUIREMENTS**

Each January and July 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 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, problems encountered, and any disputes and objections received in ARHA's efforts to carry out the terms of this MOA. However, if no material changes have occurred during the period since the last report was provided, no new report will be issued. 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 of its responsibilities under this agreement.

## 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 and the SHPO 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 and SHPO, final reports either electronic or physical will be provided to the signatories.
- 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 Resources Survey in Virginia* (rev. 2017), 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 Archaeological Evaluation and, if necessary, 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."
- 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 C.F.R. § 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. The City will not reasonably withhold its determination and approval so as the development's required Placed In Service date is met in accordance with Section 42 of the Internal Revenue Code.
- 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 Burial Sites, Human Remains and Funerary Objects (March 1, 2023);

[https://www.achp.gov/sites/default/files/policies/2023-03/PolicyStatementonBurialSitesHumanRemainsandFuneraryObjects20230301\\_1.pdf](https://www.achp.gov/sites/default/files/policies/2023-03/PolicyStatementonBurialSitesHumanRemainsandFuneraryObjects20230301_1.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 C.F.R. 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 C.F.R. 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**

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 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. 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 for five years after the date of the last Signatory Party signature. 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, ARHA, and the SHPO and implementation of its terms, evidence that the City has taken into account the effect of the Undertaking on historic properties.

**SIGNATORY PARTY:**

CITY OF ALEXANDRIA

By \_\_\_\_\_ Date \_\_\_\_\_  
James F. Parajon

Title\_City Manager

**SIGNATORY PARTY:**

VIRGINIA STATE HISTORIC PRESERVATION OFFICE

By \_\_\_\_\_ Date \_\_\_\_\_  
Julie V. Langan

Director, Department of Historic Resources and State Historic Preservation Officer

**SIGNATORY PARTY:**

ALEXANDRIA REDEVELOPMENT AND HOUSING AUTHORITY

By \_\_\_\_\_ Date \_\_\_\_\_  
Rickie C. Maddox

Title\_CEO

FILED BY ADVISORY COUNCIL ON HISTORIC PRESERVATION

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

Name: \_\_\_\_\_

Title \_\_\_\_\_



**CONCURRING PARTY:**

ALEXANDRIA ARCHAEOLOGICAL COMMISSION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_