

**MEMORANDUM OF AGREEMENT  
PURSUANT TO 36 CFR PART 800**

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**JUL 1 2 2004**

**TEN. HISTORICAL  
COMMISSION**

**WHEREAS, the U.S. Department of Housing and Urban Development has determined that a Brownfields Economic Development Initiative for Demolition and Redevelopment will have an effect upon the Veterans Administration Hospital Complex in Memphis, Shelby County, Tennessee, a district eligible for inclusion in the National Register of Historic Places, and has consulted with the Tennessee State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S. C. Part 470F); and**

**WHEREAS the Memphis Housing Authority (MHA), as administrator of the federal funds allocated for this project participated in the consultation and has been invited to concur in this Memorandum of Agreement; and**

**NOW, THEREFORE, the Memphis Housing Authority and the Tennessee 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 upon historic properties.**

**STIPULATIONS**

**The U.S. Department of Housing and Urban Development, through the Memphis Housing Authority, will ensure that the following measures are carried out:**

**A. Prior to commencement of demolition, MHA will make arrangements for:**

**1. Archaeological Monitoring**

**All ground-disturbing activities associated with the demolition of the Veterans Administration Hospital Complex shall be monitored by an on-site qualified professional archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9) for Archaeologists and qualification standards for Historic Archaeology given in the SHPO publication "Standards and Guidelines for Archaeological Resource Management Studies," (Tennessee SHPO, Revised 1999). Should archaeological resources be discovered during demolition, all ground-disturbing activity in the immediate area must**

cease and the archaeologist be afforded an opportunity to investigate the finding. If the monitoring archaeologist recommends that the archaeological remains are potentially eligible for inclusion in the National Register of Historic Places, the TN SHPO and U.S. Department of Housing and Urban Development (HUD) should be contacted immediately. Upon completion of the monitoring activities, a written report on the activities shall be submitted to the TN SHPO for review and comment.

## **2. Archaeological Evaluation**

If HUD and TN SHPO concur that the discovered archaeological site is potentially eligible for the National Register, HUD shall ensure that the site is subjected to additional archeological testing in a manner consistent with the Secretary of the Interior's Standards and Guidelines for Identification (48 FR 44720-23) and the Tennessee SHPO Standards and Guidelines for Archaeological Resource Management Studies. This testing shall be conducted in consultation with the SHPO, and a written report of the testing, shall be submitted to the SHPO for review and comment.

## **3. Avoidance and Minimization**

If HUD and the TN SHPO concur that the results of additional archaeological testing demonstrate that the site is eligible for inclusion in the National Register of Historic Places, HUD shall ensure that all feasible means of site avoidance and/or minimization of affect are considered.

## **4. Data Recovery**

If all means of site avoidance have been exhausted, HUD shall develop, or have developed, a data recovery plan in consultation with the SHPO for the recovery of archaeological data from the sites that are determined to be eligible for inclusion in the National Register of Historic Places. A written report of the excavation that meets the Tennessee SHPO Standards and Guidelines for Archaeological Resource Management Studies shall be submitted to the SHPO for review and approval.

- B. Prior to commencement of demolition, MHA will record the Veterans Administration Hospital Complex in the following manner:**

MHA, in consultation with the TN SHPO, shall complete two photographic record sets of the district consisting of 5X7 black and white photography to include the overall site, building elevations,

**important architectural details. One set will be sent to the TN SHPO and the other donated to the Memphis Room, Memphis-Shelby County Public Library & Information Center, 3030 Poplar Avenue, Memphis, TN 38111, in order to preserve a photographic record for architectural historians and persons wishing to research early 20<sup>th</sup> century hospital design in Memphis, TN.**

**C. The Memphis Housing Authority, in consultation with the TN SHPO, shall ensure that all new construction that is a part of this undertaking is carried out in a manner that is compatible with historic and architectural qualities of the surrounding National Register Historic Districts and is consistent with the Secretary of the Interior's Standards for Rehabilitation recommendation for new construction in a historic context.**

**D. MHA shall honor a commitment to continued public involvement through focus groups and other avenues to incorporate the input from interested parties on the overall design of the future site.**

**E. Once the construction phase of the project has begun, should the TN SHPO object to the interpretation of any plans provided for review relative to this project and pursuant to this Memorandum, HUD and MHA shall consult with the objecting party to resolve the objection. If either HUD or MHA determines that the objection cannot be resolved, HUD shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (Council). Within thirty (30) days receipt of this information, the Council will either:**

**1. Provide HUD with recommendations which HUD will take into account when reaching a final decision regarding the dispute; or**

**2. Notify HUD that it will comment pursuant to 36 CFR Part 800.6 (b), and proceed to comment. Any such comment will be taken into account by HUD in accordance with 36 CFR 800.6 (c) (2) when reaching a final decision regarding the dispute.**

**F. In the event of unexpected discoveries of historic resources during the implementation of this undertaking, MHA will notify the TN SHPO as soon as possible if it appears that the undertaking will effect the previously unidentified historic resource, or affect a known historic**

resource in an unanticipated manner. MHA will require the construction contractor to stop ground disturbance or construction activities within a minimum of twenty (20) feet of the discovery and take all reasonable measures to avoid or minimize adverse effects to the property until conclusion of consultation with Consulting Parties.

MHA will notify Consulting Parties of the unanticipated discovery at the earliest possible time and consult to develop actions to take into account the effects of the undertaking. MHA will notify the TN SHPO and other Consulting Parties of any time constraints, and all parties will mutually agree upon timeframes for this consultation. MHA will participate in this consultation and will provide the TN SHPO and other Consulting Parties with written recommendations to take into account the effects of this undertaking.

If the TN SHPO and other Consulting Parties do not object to MHA's recommendations within the agreed upon timeframe, MHA will modify the scope of work of the undertaking to implement the recommendations. If a Consulting Party objects to the recommendations, MHA and the Consulting Parties will consult further to resolve this objection through actions including, but not limited to, identifying project alternatives that may result in the undertaking having no adverse effect on historic resources.

**G.** This agreement shall remain in effect for five (5) years from the date of execution or until the TN SHPO, in consultation with all other signatories, determines that the terms of this Agreement have been satisfactorily fulfilled.

**H.** If any signatory to the Agreement determines that the Agreement cannot be fulfilled, the signatories will consult to seek amendment of the Agreement. Any amendment will be specific to the applicable activity of the undertaking unless otherwise agreed to by the signatories.

**I.** The TN SHPO or MHA may terminate this Agreement by providing thirty (30) days written notice to the other party, provided that the parties will consult during this period to seek amendments or other actions that would prevent termination. Termination of this Agreement will require compliance with 36 CFR Part 800.

**J.** This Agreement may be terminated by the implementation of a subsequent Agreement that explicitly terminates or supercedes this Agreement.

