

**MEMORANDUM OF AGREEMENT
REDEVELOPMENT OF HOME LOCATED AT 3127 7TH STREET NORTH,
DOORWAYS FOR WOMEN AND FAMILIES EMERGENCY SHELTER**

THIS AGREEMENT is entered into on the 12th day of April, 2006 by and between The County Board of Arlington County, Virginia, a body corporate, ("County"), Doorways for Women and Families ("Doorways"), and the Virginia State Historic Preservation Office ("SHPO") (collectively "the Parties").

Whereas, Doorways plans to redevelop single-family house ("Undertaking") that is being used as emergency shelter at 3127 7th Street North ("Property"); and

Whereas, Doorways has applied for and received approval for a Community Development Block Grant (CDBG) to redevelop the property; and

Whereas, in accordance with 24 CFR Part 58, the County has assumed responsibility for compliance with applicable State and Federal laws and requirements, including the National Historic Preservation Act (16 U.S.C. 470f) (NHPA); and

Whereas, the County, in consultation with the SHPO, has established the Undertaking's area of potential effect (APE) as the Lyon Park Historic District, which is listed on the National Register of Historic Places; and

Whereas, the project architect has determined that the most feasible solution for improving the Property is to demolish the existing house and rebuild a new house;

Whereas, the County, in consultation with the SHPO, has determined that the demolition of the house at 3127 7th Street North will result in an adverse effect on the Historic District pursuant to 36 CFR Part 800.6 of the regulations implementing Section 106 of the NHPA; and

Whereas, pursuant to 36 CFR 800.6(c)(4) the County has invited Doorways to sign this Memorandum of Agreement (MOA) and they have agreed; and

Whereas, Doorways has afforded the interested public an opportunity to comment through five public meetings held in 2005; and

Whereas, the County has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect in accordance with 36 CFR Part 800.6(a)(1) and invited them to participate in consultation and they have declined;

Now therefore, Doorways, the County and the SHPO agree that upon Doorways' decision to proceed with the Undertaking, the County shall ensure that the following stipulations are implemented in order to take into account the effects of the Undertaking on historic properties and that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated.

STIPULATIONS

The County understands and agrees that, as the responsible party under Section 106 of the NHPA, it is responsible for ensuring that all obligations in this agreement, except those of the SHPO, are carried out.

I. REVIEW OF DOCUMENTATION

The SHPO will review all information submitted pursuant to this agreement within 30 days.

II. MITIGATION

Doorways Obligations

- A. Doorways will create an online historic exhibit that includes both photos and narrative, and that documents the history of the building located at 3127 7th Street North, Arlington, Virginia, and the general history of the surrounding neighborhood of Lyon Park.
- B. Doorways will obtain the approval of such historical online exhibit from the County and the SHPO prior to posting online.
- C. Doorways will submit for approval within nine months of the date of execution of this agreement, and post the approved online historical exhibit within one year of the date of execution.
- D. Immediately upon County and SHPO approval of the online historical exhibit, Doorways will post the exhibit on Doorways website (www.doorwaysva.org) and include links to other websites, as appropriate.
- E. The online historical exhibit will be posted on the Doorways website for a period of at least one year.

County Obligations

- A. The County will assist, advise and guide Doorways in the preparation of the online historical exhibit.
- B. The County will respond to inquiries or information requests from Doorways within 10 working days.
- C. The County will approve or disapprove the online historical exhibit within 15 working days of submittal by Doorways.

III. UNANTICIPATED DISCOVERIES

Doorways shall ensure that third party construction documents contain the following provisions for the treatment of unexpected discoveries:

- A. In the event that a previously unidentified archaeological resource is discovered during ground disturbing activities, the construction contractor will notify Doorways who will immediately notify the County and the SHPO. All construction work involving subsurface disturbance will be halted in the area of the resource and in the surrounding area where further subsurface remains can reasonably be expected to occur. Doorways will secure the services of an archaeologist meeting *The Secretary of the Interior's*

Professional Qualifications Standards (36 CFR Part 61), who will inspect the work site and determine the area and the nature of the affected archaeological property. Construction work may then continue in the project area outside the site area.

- B. Doorways, with such County guidance as it requests, shall develop a treatment plan to reduce, minimize, or mitigate any adverse effect to the resource. The SHPO shall provide comments on any treatment plan submitted within two (2) business days of receipt. If the SHPO fails to comment, Doorways may assume concurrence and implement the plan. Work in the affected area shall not proceed until after the full implementation of a treatment plan.
- C. Should the Parties be unable to agree on the appropriate treatment of the resource, Doorways shall initiate the process set fourth in the Dispute Resolution procedures established in the Administrative Stipulations of this Agreement.

IV. HUMAN REMAINS

- A. Human remains and associated funerary objects encountered during the course of actions taken as a result of this Agreement shall be treated in the manner consistent with the provisions of the *Virginia Antiquities Act*, Section 10.1-2305 of the *Code of Virginia*, and with the final regulations adopted by the Virginia Board of Historic Resources and published in the Virginia Register of July 15, 1991.
- B. In the event that the human remains encountered are likely to be of Native American origin, whether prehistoric or historic, the County will immediately notify the Virginia Council on Indians (VCI). The treatment of Native American human remains and associated funerary objects will be determined in consultation with the VCI. All reasonable efforts will be made to avoid disturbing Native American gravesites and associated artifacts. To the extent possible, Doorways will ensure that the general public is excluded from viewing any Native American gravesites and/or associated funerary objects. No photographs of any Native American gravesites and/or funerary objects will be released to the press or to the general public.
- C. The County may obtain a permit from the SHPO for the removal of human remains in accordance with the regulations stated above. In reviewing a permit involving removal of Native American human remains, the SHPO will notify and consult with the VCI as required by the regulations stated above.

V ADMINISTRATIVE STIPULATIONS

A. Dispute Resolution

1. Should any party to this Agreement object in writing to Doorways or the County regarding any action carried out or proposed with respect to the undertaking or implementation of this Agreement, Doorways and the County shall consult with the objecting party to resolve the objection. If after initiating such consultation, it is determined that the objection cannot be resolved through consultation, Doorways shall forward all documentation relevant to the objection to the County who will forward it to the Advisory Council for Historic Preservation ("ACHP"), including the proposed response to the objection. Within thirty (30) days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

- a. Advise the County that the ACHP concurs in the County's proposed response to the objection, whereupon the agency will respond to the objection accordingly;
- b. Provide the County with recommendations, which they shall take into account in reaching a final decision regarding its response to the objection; or
- c. Notify the County that the objection will be referred for comment pursuant to 36 CFR Part 800.7(a)(4), and proceed to refer the objection and comment. The County shall take the resulting comment into account in accordance with 36 CFR Part 800.7(c)(4) and Section 110(l) of the NHPA.

2. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the County may assume the ACHP's concurrence in its proposed response to the objection.

3. The County 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 County's responsibility to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

4. At any time during implementation of the measures stipulated in this Agreement, should an objection pertaining to this Agreement or the effect of any individual undertaking on historic properties be raised by a member of the public, the County shall notify the parties 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.

B. Amendment and Termination

1. Any party to this Agreement may request that it be amended, whereupon the parties shall consult in accordance with 36 CFR 800.6(c)(7) to consider such an amendment.

2. If the County determines that it cannot implement the terms of this Agreement, or if the SHPO determines that the Agreement is not being properly implemented, the County or the SHPO may propose to the other party that it be terminated.

3. Termination shall include the submission of any outstanding documentation on any work done up to and including the date of termination.

4. A party proposing to terminate this Agreement shall so notify all parties to the Agreement, explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination. The parties shall then consult.

5. Should such consultation fail and the Agreement be terminated, the County shall comply with 36 CFR Part 800.3 through Part 800.6 with regard to individual undertakings covered by this Agreement.

C. Duration of the Agreement

This Agreement will continue in full force and effect until three years after the date of the last signature. At any time in the sixth-month period prior to such date, the County may request the SHPO to consider an extension or modification of this Agreement. No extension or modification will be effective unless all parties to the Agreement have agreed with it in writing.

Execution of this Agreement by Doorways, the County and the SHPO, and its submission to the ACHP in accordance with 36 CFR Part 800.6(b)(1)(iv), shall, pursuant to 36 CFR Part 800.6(c), be considered to be an agreement with the ACHP for the purposes of Section 110(1) of the NHPA. Execution and submission of the Agreement, and implementation of its terms evidence that the County has afforded the ACHP an opportunity to comment on the Undertaking, and its effects on historic properties, and that the County has taken into account the effects of the Undertaking on historic properties.

GENERAL PROVISIONS

This Memorandum of Agreement constitutes the entire agreement between the parties with respect to subject matter hereof. Any modification, amendment or term shall be effective only if in writing signed by all parties hereto.

The Agreement, together with all materials incorporated herein by reference, represents the entire Agreement on the subject matter hereof between the County, Doorways and SHPO and supersedes all prior negotiations, representations or agreements, either written or oral.

WITNESS THE FOLLOWING SIGNATURES:


Arlington County, Virginia by:



Ron Carlee, County Manager

3/28/06
Date

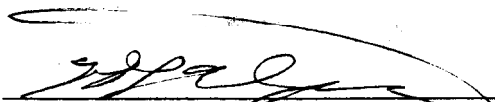
Doorways for Women and Families by:



Linda Dunphy, Executive Director

3/28/06
Date

Virginia State Historic Preservation Office



Kathleen S. Kilpatrick, Director and
State Virginia Preservation Officer

4/12/06
Date