

MEMORANDUM OF AGREEMENT
BETWEEN THE NATIONAL PARK SERVICE
AND THE
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER
REGARDING THE REHABILITATION OF THE FARMHOUSE CLUSTER AT
HAMPTON NATIONAL HISTORIC SITE, BALTIMORE COUNTY, MARYLAND

WHEREAS, the National Park Service (NPS) plans to rehabilitate the Farmhouse Cluster (Undertaking), a component of the large Preservation Project funded by the Great American Outdoors Act, which is an undertaking under Federal law, requiring compliance with Section 106 of the National Historic Preservation Act as amended (54 U.S.C. § 306108) (NHPA); and

WHEREAS, the Undertaking entails the following elements: rehabilitating the Farmhouse Cluster (Area of Potential Effect, APE) which includes the Overseer's House, Enslaved Quarters #1, Enslaved Quarters #2, and Enslaved Quarters #3; installing new fire and intrusion alarms; installing a sprinkler system in the Overseer's House; adjusting the landscape to make all buildings accessible; removing a non-historic mid-20th century addition from the mid-19th century landscape; and waterproofing the foundations to arrest deterioration of the historic buildings due to water penetration; and

WHEREAS, the Undertaking is located within the Hampton National Historic Site (HAMP), which is listed in the National Register of Historic Places, and the APE contains numerous contributing elements to the Park and National Register eligible archeological sites; and

WHEREAS, HAMP has identified the presence of archeological sites within the limits of ground disturbance (LOD) for the project area, and has taken measures to protect and avoid disturbing archeological resources everywhere except Enslaved Quarters 2 and 3 (structures); and

WHEREAS, HAMP has determined that in order to preserve the structures' stability it is critical to apply waterproofing to the exterior of the foundation, which requires excavating a trench up to eleven feet wide around the foundation walls, putting archeological resources within this LOD at risk; and

WHEREAS, HAMP has determined that the undertaking will therefore have an adverse effect on archeological resources, which are eligible for listing on the National Register of Historic Places, and has consulted with Maryland State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the NHPA; and

WHEREAS, HAMP has consulted with the Delaware Nation and Rappahannock Tribe, for which HAMP is located within their areas of interest, and has invited the Tribes to sign this Memorandum of Agreement (MOA) as a concurring party, and xxx has chosen [to/not to] participate; and

WHEREAS, HAMP has consulted with Historic Hampton, Inc, Chapter 1–The Colonial Dames of America, Inc., Descendants of the Ridgley Family, and Descendants of the Enslaved regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as concurring parties, and XXX have chosen [to/not to] participate; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), HAMP has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation; and

NOW, THEREFORE, HAMP and the 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 on historic properties.

STIPULATIONS

HAMP shall ensure that the following measures are carried out:

I. ARCHEOLOGICAL INVESTIGATION

HAMP will continue archeological investigation within the LOD according to the following stipulations:

- A. HAMP will contract a cultural resource firm to conduct controlled phase II/III archeological investigations within the LOD around the quarters of the enslaved. Phase III investigations are contingent on a finding of significance during phase II portion of the investigation. HAMP will share the Scope of Work and Research Design with all consulting parties for comment.
- B. HAMP will share the archeological investigation schedule with Consulting Parties and will invite consulting parties members to monitor the excavation.
- C. HAMP will host one or more “public archeology days” in which visitors are invited for tours and related activities at the excavation site.

- D. The park will share findings with the consulting parties and the public, both directly and through social media, as appropriate.
- E. Principal Investigator and all supervising archeologists shall meet the Secretary of the Interior's Standards for Archeology (48 FR 44716).

II. ESTABLISH PARTNERSHIP WITH A UNIVERSITY ARCHEOLOGY DEPARTMENT

HAMP will explore opportunities to establish and fund a partnership with an anthropology/archeology program at an accredited college or university to offer research opportunities, including ground truthing the findings of the geophysical survey that was conducted as part of the planning effort for the large preservation project funded by the Great American Outdoors Act.

III. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, HAMP may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

IV. POST-REVIEW DISCOVERIES

During construction, all ground-disturbing activity shall be monitored by an archeologist who meets the Secretary of the Interior's Standards and is empowered to pause, stop, or re-direct work in the event of a discovery. HAMP will then consult with all consulting parties about the discovery.

V. MONITORING AND REPORTING

Each year, within a month of the anniversary of the date of the execution of this MOA until it expires or is terminated, HAMP shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in HAMP's efforts to carry out the terms of this MOA.

VI. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, HAMP shall consult with such party to resolve the objection. If HAMP determines that such objection cannot be resolved,

HAMP will:

A. Forward all documentation relevant to the dispute, including the HAMP's proposed resolution, to the ACHP. The ACHP shall provide HAMP with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, HAMP shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. HAMP will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, HAMP may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, HAMP shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. HAMP's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VIII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, HAMP 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. HAMP shall notify the signatories as to the course of action it will pursue.

IX. ANTI-DEFICIENCY

All actions taken by HAMP in accordance with this MOA are subject to the availability of funds, and nothing in this MOA shall be interpreted as constituting a violation of the Anti-Deficiency Act.

Execution of this MOA by the HAMP and SHPO and implementation of its terms is evidence that HAMP has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

NATIONAL PARK SERVICE, HAMPTON NATIONAL HISTORIC SITE

_____ Date
DANIEL DILWORTH, ACTING SUPERINTENDENT

MARYLAND STATE HISTORIC PRESERVATION OFFICER

_____ Date
[insert name and title]

CONCURRING PARTIES:

[insert name of concurring party]

_____ Date
[insert name and title]

Notes:

*** Remember that the park must submit a copy of the executed MOA, along with the documentation specified in Sec. 800.11(f), to the ACHP prior to approving the undertaking in order to meet the requirements of section 106. 36 CFR § 800.6(b)(1)(iv).*