

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FORT MONROE AUTHORITY  
AND  
DEPARTMENT OF HISTORIC RESOURCES  
REGARDING  
THE JEFFERSON DAVIS MEMORIAL ARCH AND PARK  
LOCATED AT FORT MONROE, CITY OF HAMPTON**

**WHEREAS**, the Governor of the Commonwealth of Virginia in a letter dated 16 April 2019 directed the Fort Monroe Authority (FMA) to initiate the process to remove the Jefferson Davis Memorial Arch and all references to the Jefferson Davis Memorial Park at Fort Monroe (Project); and

**WHEREAS**, the FMA Board of Trustees voted to proceed with the Project at its meeting on April 18, 2019; and

**WHEREAS**, undertakings occurring at Fort Monroe are governed by the processes established in the *Programmatic Agreement Among United States Army, Virginia State Historic Preservation Officer, Advisory Council on Historic Preservation, Commonwealth of Virginia, Fort Monroe Federal Area Development Authority, and National Park Service for the Closure and Disposition of Fort Monroe, VA* (BRAC PA; executed 2009) and the *Memorandum of Understanding Among the Governor of the Commonwealth of Virginia, the Secretary of Administration, Department of Historic Resources, and the Fort Monroe Authority, for the Redevelopment and Management of Fort Monroe, VA* (State-Level MOU; executed 2011), as well as other applicable federal and state laws and regulations, and FMA internal policies and procedures; and

**WHEREAS**, FMA pursuant to stipulations IV.D.4.iv of the BRAC PA and III.D.4.iv of the State-Level MOU, and in consultation with the Department of Historic Resources (DHR) and other stakeholders, defined the Project's Area of Potential Effects (APE) as the geographic area where historic properties may be impacted by the Project either physically (direct APE) or through a diminishment of their setting, feeling or other non-physical qualities (indirect APE), as illustrated in Attachment A; and

**WHEREAS**, FMA pursuant to stipulations IV.D.4.v of the BRAC PA and III.D.4.v of the State-Level MOU, and in consultation with DHR and other stakeholders, identified the Fort Monroe Historic District (DHR Inventory No. 114-0002), a property listed as a National Historic Landmarks (NHL) and in the National Register of Historic Places (NRHP) and the Virginia Landmarks Register (VLR); and

**WHEREAS**, FMA determined, and DHR concurs, that the Jefferson Davis Memorial Arch and Park do not contribute to the Fort Monroe NHL District because they were constructed outside the period of significance for the NHL District; however, they do contribute to the NRHP/VLR-listed Fort Monroe Historic District as the period of significance for that property ends at 1960; and

**WHEREAS**, FMA pursuant to stipulations IV.D.4.vi of the BRAC PA and III.D.4.vi of the State-Level MOU, and in consultation with DHR and other stakeholders, determined the Project will have an adverse effect on the Fort Monroe Historic District by removing Jefferson Davis Memorial Arch and all references to the Jefferson Davis Memorial Park, resources that contribute to the historic significance of the Fort Monroe Historic District, and DHR concurred in a letter dated 27 June 2019; and

**WHEREAS**, FMA pursuant to stipulations IV.D.4.x of the BRAC PA and III.D.4.x of the State-Level MOU, and in consultation with DHR and other stakeholders, modified the scope of the Project to minimize the adverse effect by proposing the careful removal of the letters and plaque identifying the association of the arch and park with Jefferson Davis, while leaving the arch structure in place (Modified Project); and

**WHEREAS**, FMA, in consultation with DHR and other stakeholders, determined that the Modified Project minimized, but did not eliminate, the adverse effect to the Fort Monroe Historic District, and DHR concurred in a letter dated 22 July 2019; and

**WHEREAS**, FMA and DHR enter into this Memorandum of Understanding (MOU) to formalize mitigation measures agreed upon to address the adverse effect that the Modified Project will have on the Fort Monroe Historic District; and

**WHEREAS**, FMA has invited stakeholders to participate and comment on the Project and Modified Project pursuant to its established public notification and stakeholder involvement protocol and has taken comments received from stakeholders into account; and

**WHEREAS**, FMA has invited the public to participate and comment on the Project and Modified Project pursuant to its established public notification and stakeholder involvement protocol and a public meeting held on 29 July 2019, and has taken comments received from the public into account.

**NOW THEREFORE**, FMA and DHR agree that when FMA proceeds with the Modified Project, FMA shall ensure that the following stipulations are implemented in order to take into account the effects of the Modified Project on historic properties.



## STIPULATIONS

### A. Removal and retention of arch letters:

- Carefully and deliberately remove the letters “Jefferson Davis Memorial Park” from the metal arch that identifies the memorial park. Means of removal shall be as follows:
  - Selectively remove the letters identifying the memorial park by utilizing necessary equipment to carefully detach the letters taking great care not to damage the verso of the letters or the structure of the arch at their connection point.
  - Carefully detach/cut the existing welds while leaving evidence of the weld both on the verso of the letters as well as the face of the arch structure. In doing so, this will have the effect of providing evidence of the letters original locations.
  - Once the letters have been removed, install black Direct to Metal (DTM) paint at areas of the arch structure where the letters were previously installed to prevent corrosion to the arch.
  - Once removed, the letters shall be carefully packaged and provided to the Casemate Museum and entered into the collection allowing for the potential for future exhibits relevant to the history associated with the arch.

### B. Removal of re-dedication plaque attached to center stone pier:

- Carefully and deliberately remove the metal re-dedication plaque from the center stone support pier of the arch. Means of removal shall be as follows:
  - Carefully remove the re-dedication plaque by removing the four (4) screws which currently affix the plaque to the center pier.
  - The historic location of the plaque shall be recorded by the attachment points which shall remain on the center pier of the arch base.
  - Once removed, the plaque shall be carefully packaged and provided to the Casemate Museum and entered into the collection allowing for the potential for future exhibits relevant to the history associated with the arch.

### C. Installation of interpretive signage:

- Provide contextualization by way of interpretative signage at the arch site as follows:
  - Install two (2) wayfinding interpretive signs at the location of the arch in an effort to provide for contextualization of the arch and the period of its erection.
  - Two (2) sign *Type 66* Wayfinding interpretive signs shall be utilized, which follow the guidelines set forth in the *Fort Monroe Family of Signs*.
    - The size of the signs shall be 36” x 24” and they shall be standard NPS 45° cantilever type.

- One (1) *Type 66* sign shall be located adjacent to and facing the sidewalk and west of the base of the South Bastion ramp.
  - One (1) *Type 66* sign shall be located centered on the Breastheight wall of the South Bastion facing the arch and installed in a pre-cast concrete base to prevent ground disturbance to sub-surface features of Loci 10.
- D. DHR agrees to provide comments on any materials submitted for its review by FMA arising from this MOU within thirty (30) days of confirmed receipt. If DHR does not respond to request for comment within the thirty (30)-day review period FMA may assume that DHR has no comment.
- E. Professional Standards and Qualifications: All work performed in fulfillment of the stipulations of this MOU will be done in a manner and by individuals meeting or exceeding the professional standards and qualifications found in Stipulation IV.A.1 through 6 of the State-Level MOU.
- F. Post Review Discoveries and Human Remains: Post review discoveries and human remains will be addressed in a manner consistent with Stipulation IV.C.1 and 2 of the State-Level MOU.
- G. Dispute Resolution: Disputes regarding any action carried out or proposed under the terms of this MOU will be addressed in a manner consistent Stipulation IV.D. of the State-Level MOU.
- H. Amendment and Termination: Requests for amendment or termination of this MOU by either FMA or DHR will be addressed in a manner consistent with Stipulation IV.H. 1 and 2 of the State-Level MOU.
- I. Duration: The effective date of this MOU will be the date of the last signature below. This MOU shall remain in effect for five (5) years after the date of the last signature. Six (6) months prior to such time, FMA and DHR may consult to reconsider the terms of the MOU and revise or amend it in accordance with Stipulation G, above. Additionally, the duration of this MOU may be extended upon the agreement of FMA and DHR.

SIGNATORIES:

Fort Monroe Authority

By:   
Glenn Oder  
Executive Director, Fort Monroe Authority

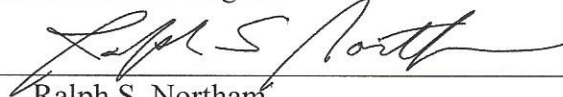
Date: 8/2/19

Department of Historic Resources

By:   
Julie V. Langan  
Director, Department of Historic Resources

Date: 8-1-19

Commonwealth of Virginia

By:   
Ralph S. Northam  
Governor of Virginia

Date: 8-1-2019