

**MEMORANDUM OF AGREEMENT BETWEEN
THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE FLORIDA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE CENTENNIAL PARK LIBRARY REMODEL-
ANDERSON FAMILY PARK PROJECT**

WHEREAS, Pasco County proposes to repurpose portions of their Centennial Park Branch Library campus located at 5740 Moog Road in Holiday, Pasco County, Florida; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) will provide funding for the project through a Community Development Block Grant (CDBG), as amended; and

WHEREAS, HUD regulations at 24 CFR Part 58 implement statutory authorities that permit certain entities to assume HUD's environmental responsibilities for various HUD programs, and included among the statutory authorities under which this responsibility is assumed is compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. § 470f] (Section 106); and

WHEREAS, Pasco County is identified as the "Responsible Entity" (RE) and has assumed HUD's responsibility for compliance with Section 106 for the undertaking pursuant to 24 CFR Part 58; and

WHEREAS, Pasco County has determined that the Centennial Park Library Remodel-Anderson Family Park Project (the Project) represents an undertaking in accordance with 36 CFR § 800.3(a); and

WHEREAS, Pasco County has defined the undertaking's area of potential effects (APE) as parcels 20-26-16-0000-00600-0010 and 20-26-16-0680-00000-00A0 as depicted in Exhibit A, Figure 1 and Figure 2; and

WHEREAS, Pasco County has identified the Charles B. Anderson House (8PA00561) and the Samuel Baker House (8PA00387), both of which are listed in the National Register of Historic Places (NRHP), within the undertaking's APE as shown in Exhibit A, Figure 1; and

WHEREAS, Pasco County has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to the requirements of 36 CFR Part 800 and has determined that the undertaking, which includes demolition of the Charles B. Anderson House (8PA00561), will have an adverse effect on 8PA00561; and

WHEREAS, Pasco County has consulted with the SHPO pursuant to the requirements of 36 CFR Part 800 and has determined that the undertaking will have no adverse effect on the Samuel Baker House (8PA00387); and

WHEREAS, Pasco County has provided opportunities for public review and comment regarding the effects of the undertaking on historic properties; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) Pasco County has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination with specified documentation and has invited the ACHP to comment and participate in consultation, and the ACHP has chosen not to participate pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, Pasco County and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

STIPULATIONS

Pasco County shall ensure that the following measures are carried out:

I. NAMING OF PARK GROUNDS

Pasco County shall name the proposed park grounds as “Anderson Family Park” as tribute to Charles B. Anderson and his family.

II. INTERPRETIVE EXHIBITS

Pasco County shall develop and fund an interpretive exhibit, including preparation of a historical narrative, detailing the history of the Charles B. Anderson House and family. The exhibit will be installed on the Centennial Park Library campus, and may include, but will not be limited to, indoor exhibits within the library and outdoor panels that may be installed along the environmental walk or other appropriate location. The draft content of the exhibit and panels will be provided to SHPO for review in accordance with REVIEW STIPULATION, below.

III. HISTORICAL MARKER

Pasco County will use the information prepared for the interpretive exhibits and fund a Florida Historical Marker to be placed on the property following completion of the undertaking, including completion and submission of a Florida Historical Marker Program Application. The draft Historical Marker text and location will be coordinated with the SHPO for review, as described in REVIEW STIPULATION, below. If approved, Pasco County will install the Florida Historical Marker.

Should the Florida Historical Marker application be rejected by the Florida Historical Marker Council, Pasco County shall coordinate with the West Pasco Historical Society for development of a County Historical Marker. The text and location will be coordinated with the SHPO for review, as described in REVIEW STIPULATION, below. If approved, Pasco County will install the County Historical Marker.

IV. HIGH RESOLUTION 3D MODEL

Prior to demolition, Pasco County shall fund the production of a high-resolution 3D model of the interior and exterior of the Anderson House. The model will be hosted on the Pasco County website and will be submitted to the Florida Master Site File. The model may also be displayed in the interpretive exhibit discussed above.

V. SALVAGE OF SIGNIFICANT ELEMENTS

Prior to demolition, Pasco County shall attempt to salvage significant architectural or historical elements from the Anderson House and grounds. This includes, but is not limited to, mahogany paneling, exterior NRHP plaque, and concrete dog house. These materials shall be utilized by Pasco County in the on-site interpretive exhibits, or may be made available for educational or preservation projects carried out by the County, West Pasco Historical Society, Pioneer Florida Museum, or other appropriate organization. To the extent practicable, the concrete dog house will be preserved in place or moved to another location on the Centennial Park Library campus. Following salvage, Pasco County shall provide to the SHPO a summary of all architectural or historical elements that were salvaged from the Anderson House and grounds.

Following demolition of the Anderson House, Pasco County shall submit a notification of demolition to the SHPO.

VI. PROFESSIONAL STANDARDS

All archaeological and historic preservation work carried out pursuant to this Agreement shall be conducted by, or under the direct supervision of, a person or persons meeting the Secretary of the Interior's Professional Qualification Standards for Archaeology and Historic Preservation as set forth at 62 FR 33708-33723 (June 20, 1997).

VII. DURATION

This Memorandum of Agreement (MOA) will expire if its terms are not carried out within five (5) years from the date of execution. Prior to expiration, the parties may agree to extend the timeframe for fulfillment of the terms by one (1) year through a letter agreement, or to amend the MOA in accordance with AMENDMENTS, below.

VIII. POST-REVIEW DISCOVERIES

If, during project construction, properties are discovered that may be historically significant, or if unanticipated effects on historic properties found, in accordance with 36 CFR § 800.13(a)(2), Pasco County shall immediately notify the SHPO. Demolition or construction activities shall not resume without verbal and/or written authorization from the SHPO. In the event that unmarked human remains are encountered during demolition or construction activities, all work shall stop immediately and the proper authorities shall be notified in accordance with Chapter 872.05, *Florida Statutes*.

IX. REVIEW STIPULATION

Pasco County shall afford the SHPO and other consulting parties a 30-day period for review and comment following the receipt of delivery of those submittals and reviews described above. If no comments are received by Pasco County at the end of these 30 days, Pasco County will presume there are no objections. Any objections to the findings or plans proposed in these submittals will be addressed in accordance with DISPUTE RESOLUTION, below.

X. DISPUTE RESOLUTION

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

A. Forward all documentation relevant to the dispute, including Pasco County's proposed resolution, to the ACHP. The ACHP shall provide Pasco County 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, Pasco County shall prepare a written response that considers 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. Pasco County will then proceed according to its final decision.

B. Make a final decision on the dispute and proceed accordingly if the ACHP does not provide its advice regarding the dispute within thirty (30) days. Prior to reaching such a final decision, Pasco County shall prepare a written response that considers any timely comments regarding the dispute from the signatories to the MOA, and provide them and the ACHP with a copy of the written response.

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

XI. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. All signatories must signify their acceptance of the proposed changes to the MOA in writing within 30 days of their receipt. The amendment will be effective on the date a copy signed by all signatories is filed with the ACHP. In accordance with 36 CFR § 800.6(b)(7), if the ACHP was not a signatory to the original agreement and the signatories execute an amended agreement, Pasco County shall file the amended agreement with the ACHP.

XII. 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 signatories in an effort to amend the MOA per AMENDMENTS, above.


If within thirty (30) days (or another time agreed to by all signatories) 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, Pasco County 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. Pasco County shall notify the signatories as to the course of action it will pursue.

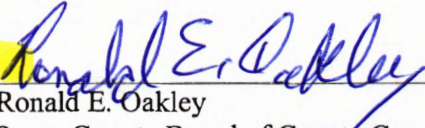
Execution of this MOA by Pasco County and SHPO and implementation of its terms is evidence that Pasco County has taken into account the effects of this undertaking on historic properties per the requirements of Section 106 (Public Law 113-287 [Title 54 U.S.C. 306108]), and 36 CFR Part 800 (Protection of Historic Properties).

SIGNATORIES:

FLORIDA STATE HISTORIC PRESERVATION OFFICER


Date: 8/5/2021
Timothy A. Parsons
Director, Division of Historical Resources
State Historic Preservation Officer

PASCO COUNTY


Date: _____
Ronald E. Oakley
Pasco County Board of County Commissioners
Chairman

APPROVED
IN SESSION

SEP 28 2021

PASCO COUNTY
BCC



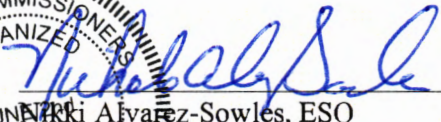

Date: _____
Neri Alvarez-Sowles, ESQ
Clerk & Comptroller

Exhibit A: Area of Potential Effect (APE) Map



Figure 1. Detail of the APE, PA00561, and PA00387 shown on a modern aerial photograph.

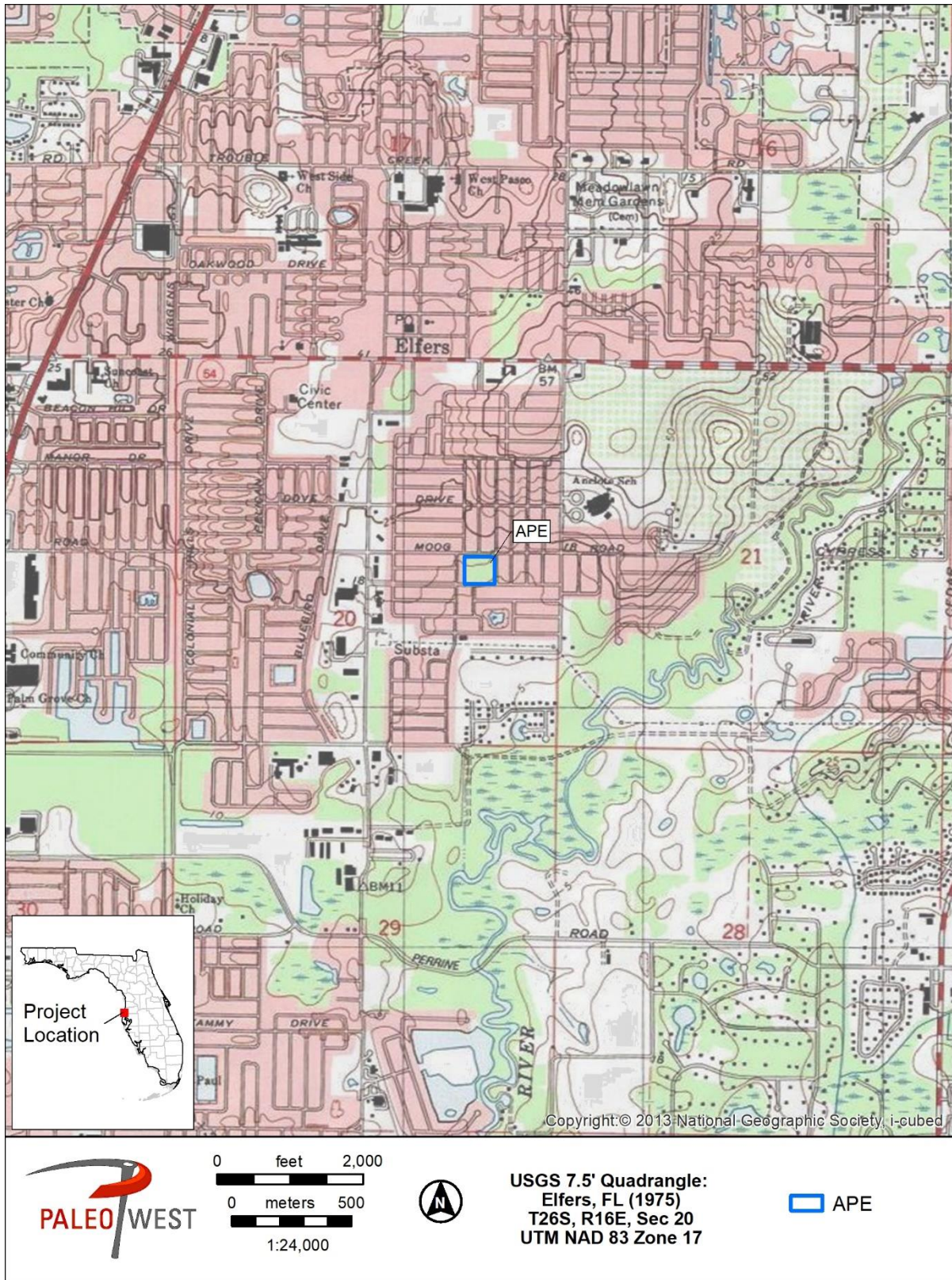


Figure 2. The APE shown on the 1975 Elfers, FL USGS topographic map.