

**MEMORANDUM OF AGREEMENT
REGARDING THE SALE OF THE POST OFFICE AND PROCESSING AND DISTRIBUTION
CENTER
401 FRANKLIN, HOUSTON, HARRIS COUNTY, TEXAS**

**MEMORANDUM OF AGREEMENT BETWEEN
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
AND
THE UNITED STATES POSTAL SERVICE**

**REGARDING THE SALE OF THE POST OFFICE AND PROCESSING AND
DISTRIBUTION CENTER, 401 FRANKLIN, HOUSTON, HARRIS COUNTY, TEXAS**

Date

WHEREAS, the United States Postal Service (USPS) owns the Post Office and Processing and Distribution Center (PO/P&DC), both constructed in 1962, and seeks to sell the Federal property (the Undertaking) to a private developer, non-profit agency, or other non-Federal entity; and

WHEREAS, the transfer, lease, or sale of a property out of Federal ownership or control without adequate protections or preservation restrictions is defined in 36 CFR §800.5 (a)(2)(vii) as an adverse effect; and

WHEREAS, USPS anticipates demolition of the Houston PO/P&DC in association with transfer of the property, thus negating efforts to provide preservation protections or restrictions; and

WHEREAS, USPS initiated consultation with the Texas Historical Commission (THC), as the State Historic Preservation Office (SHPO), in accordance with Section 106 of the National Historic Preservation Act (16 USC 470f, NHPA) and its implementing regulations located in 36 CFR 800; and

WHEREAS, USPS and SHPO have determined that the 1962 Houston PO/P&DC is individually eligible for listing in the National Register of Historic Places (NRHP) and that the Undertaking would have an adverse effect on the property; and

WHEREAS, USPS has identified Consulting Parties Preservation Houston, Houston Mod, Harris County Historical Commission, and the City of Houston Mayor's Office for Cultural Affairs to participate in this consultation and concur with this Memorandum of Agreement (Agreement) as Concurring Parties; and

WHEREAS, USPS has identified Native Americans—of the Alabama-Coushatta Tribe of Texas, The Tonkawa Tribe of Oklahoma, The Comanche Nation of Oklahoma, Coushatta Tribe of Louisiana, Kiowa Tribe of Oklahoma, and Mescalero Apache Tribe—

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to participate in this consultation and concur with this Agreement as Concurring Parties;
and

WHEREAS, the USPS has made available to the Public the information provided to the signatories of this MOA, including, without limitation, documentation specified in 36 CFR Section 800.11(e), and the USPS has sought and has provided an opportunity for members of the public to provide their views as described in 36 CFR Section 800.2(d); and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), the USPS notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation pursuant to 36 CFR 800.11(e), and the ACHP participated in consultation;

NOW, THEREFORE, USPS and SHPO as Signatory Consulting Parties, and Preservation Houston, Houston Mod, Harris County Historical Commission, and the City of Houston Mayor's Office for Cultural Affairs; and Native Americans of the Alabama-Coushatta Tribe of Texas, Tonkawa, Comanche, Coushatta Tribe of Louisiana, Kiowa Tribe of Oklahoma, and the Mescalero Apache as Concurring (but non-Signatory Consulting) Parties, agree that the Undertaking will be implemented in accordance with the following Stipulations in order to take into account the adverse effects of the Undertaking on the historic property and to satisfy USPS's Section 106 responsibilities for the Undertaking.

STIPULATIONS

For the purposes of this agreement, the term "Signatory Party" means USPS and SHPO, each of which has authority under 36 CFR 800.7(a) to complete or terminate the consultation process.

To the extent of its legal authority and in coordination with SHPO, and to reasonable extent in coordination with Concurring Parties Preservation Houston, Houston Mod, Harris County Historical Commission, and the City of Houston Mayor's Office for Cultural Affairs; and Native Americans of the Alabama-Coushatta Tribe of Texas, Tonkawa, Comanche, Coushatta Tribe of Louisiana, Kiowa Tribe of Oklahoma, and the Mescalero Apache, USPS shall ensure that the following measures are carried out:

**Stipulation I
Multiple Property Documentation Form**

- A. In consultation with the SHPO, USPS will complete an NRHP Multiple Property Documentation (MPD) Form for 1945-1976 Modernist commercial, government, and institutional buildings in Houston, Texas. An MPD is intended to serve as an umbrella document under which individual NRHP nominations may be later submitted by others (not USPS). The MPD will include the following components:

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1. Associated historic context(s) pertaining to Houston's Modern commercial, government, and institutional buildings during the years 1945 to 1976 (within 1976 city limits). The context(s) will be developed using information from local, state, and federal resources to record information pertaining to the history, development, and impact of these buildings.
 2. Associated property types related to the historic context(s). The property types will outline Modern commercial, government, and institutional building types found in Houston. These types will be defined using physical, associative, and landscape characteristics, as well as other pertinent information.
 3. Eligibility criteria and integrity thresholds for the property types. The MPD will provide guidance on applying NRHP eligibility criteria to buildings in each property type.
 4. Representative photographic images within the document will follow National Register of Historic Places (NRHP) standards for digital photography and printing.
- B. All work on the MPD will be done in keeping with guidance provided by the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, specifically the *Guidelines for Architectural History and History* (Appendix B) and by the NRHP Bulletin entitled *How to Complete the National Register Multiple Property Documentation Form* (Appendix C).
- C. USPS will submit a DRAFT version of the MPD to the SHPO for review and comment. The SHPO will provide USPS with written acceptance, rejection or required revisions of the materials within 30 days of its receipt. USPS shall take SHPO comments into consideration prior to submission of the final MPD.
- D. The Undertaking may not commence until USPS and SHPO have signed this MOA and the SHPO has agreed to an associated Research Design of documentation, to be completed within one (1) year of this Agreement's execution.
- E. USPS shall complete the final MPD as described in Stipulation I within 18 months of the execution of this Agreement. USPS will submit one (1) hard copy of the completed MPD and a digital copy on one (1) or more CD-R(s) containing the completed MPD along with any associated appendices, digital images, maps, or photo logs to the Houston Metropolitan Research Center of the Houston Public Library (HMRC-HPL), the SHPO, and the Archives of the USPS in Washington DC with NRHP standard archival photographic paper prints and digital images.

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- F. If it is determined that USPS is unable to meet this deadline, USPS shall, 30 days prior to the original deadline, notify the SHPO of an automatic six (6)-month extension, and thereafter consult with the SHPO to amend this Agreement per Stipulation IX.

**Stipulation II
Transfer of Furnishings**

- A. USPS will, within five (5) years of the Agreement's execution, transfer the 1962 Post Office lobby furniture, specifically the stainless steel legged customer tables (see Inventory of Furnishings, Appendix A), to another circa 1960s Houston District Post Office or other compatibly-designed Post Office in Texas. The ultimate destination of the furnishings will be subject to lease conditions at the postal sites under consideration, and therefore will be at the discretion of USPS.
- B. USPS will, within five (5) years of the Agreement's execution by USPS, transfer the stylized stone/cast stone eagle sculpture located in the front plaza of the PO/P&DC preferably to another circa 1960s Houston District Post Office or other urban Post Office in Texas. The ultimate destination of the sculpture will be subject to lease conditions at any leased postal sites under consideration, and therefore will be at the discretion of USPS. The sculpture will be placed in public view either in front of a postal building or in its lobby. In no event will the stone/cast stone sculpture remain out of public view for a period in excess of five (5) years from the date of execution of this Agreement by the USPS.
- C. USPS will, within five (5) years of the Agreement's execution by USPS, transfer the metal eagle hanging in the "Caller Service" transom window to another Houston District Post Office or other Post Office in Texas (not limited to 1960s Modern design since this is a standard eagle of Classical design). The ultimate destination of the metal eagle will be subject to lease conditions at any leased postal sites under consideration, and therefore will be at the discretion of USPS. In no event will the metal eagle remain out of public view for a period in excess of five (5) years from the date of execution of this Agreement by the USPS.

**Stipulation III
Preservation of Architectural Drawings**

USPS will retain all original architectural drawings pertaining to the Houston PO/P&DC currently housed in the PO/P&DC and will, within five (5) years of the Agreement's execution, provide digital and paper copies of the drawings to the Architectural Archives at the HMRC-HPL and the USPS Library at L'Enfant Plaza in Washington D.C.

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**Stipulation IV
Discoveries and Unanticipated Effects**

USPS will notify the SHPO and the Concurring Parties immediately if it appears that the Undertaking has affected a previously unidentified property, including archeological deposits and/or tribal concerns, during the implementation of this Agreement. USPS agrees to stop all activities in the vicinity of the discovery and to avoid or minimize harm to the property until notified in writing or by email by the SHPO that the project can proceed.

**Stipulation V
Duration**

- A. This Agreement will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, USPS shall consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation IX below. See Stipulation X for procedures if terms are not carried out.

- B. At such time that USPS determines that the project close-out of the MPD, transfer of furnishings, and preservation of architectural drawings is complete, USPS shall notify the SHPO and Concurring Parties of the proposed termination date of this Agreement no less than 90 days in advance.

**Stipulation VI
Monitoring and Reporting**

Each year, during the month of May, following the execution of this Agreement until it expires or is terminated, USPS shall provide SHPO and all Concurring Parties to this Agreement 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 USPS's efforts to carry out the terms of this Agreement.

**Stipulation VII
Concurring Parties to the Agreement**

USPS and the SHPO as the Signatories to this Agreement, agree and understand that the Concurring Parties identified in this Agreement, previously identified as Preservation Houston, Houston Mod, Harris County Historical Commission, and the City of Houston Mayor's Office for Cultural Affairs; and Native Americans of the Alabama-Coushatta Tribe of Texas, Tonkawa, Comanche, Coushatta Tribe of Louisiana, Kiowa Tribe of Oklahoma, and the Mescalero Apache do not have legal standing to object to, amend, or alter this Agreement in any manner. The Concurring Parties may offer suggestions

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and comments to the Signatory Parties, but the Signatory Parties are under no obligation to accept, respond, or incorporate any suggestions or comments by the Concurring Parties.

**Stipulation VIII
Dispute Resolution**

Should any Signatory Party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the other Signatory Party shall consult with the objecting party to resolve the objection. If USPS determines, within 30 days, that such objection(s) cannot be resolved, USPS will:

- A. Forward all documentation relevant to the dispute, including the party's proposed resolution, to the Advisory Council on Historic Preservation (ACHP). The ACHP shall provide the objecting party 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, USPS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories, and provide them with a copy of this written response. USPS 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 period; USPS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USPS shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatory and Concurring Parties to the Agreement, and provide them and the ACHP with a copy of such written response.
- C. USPS's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

**Stipulation IX
Amendments**

This Agreement may be amended when such an amendment is agreed to in writing by the Signatory Parties. The amendment process shall comply with 36 CFR §800.6 (c)(7), and will be effective on the date of the last signing Signatory Party to the amendment. Concurring Parties to this Agreement will be given the opportunity to concur with any amendments; however, their concurrence is not required for the amendment to be executed, or to be effective.

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**Stipulation X
Early Termination Prior to Completion of the Stipulations**

If either of the Signatory Parties of this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatory Party to attempt to develop an amendment per Stipulation IX above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any Signatory Party may terminate the Agreement upon written notification to the other Signatory Party and Concurring Parties.

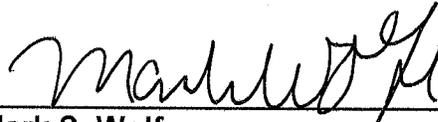
Once the Agreement is terminated, and prior to work continuing on the undertaking, USPS must either: (a) execute an MOA pursuant to 36 C.F.R. §800.6; or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. §800.7. USPS shall notify the SHPO and Concurring Parties as to the course of action it will pursue.

EXECUTION of this Memorandum of Agreement by USPS, SHPO and ACHP; and implementation of its terms evidences that USPS has taken into account the effects of this undertaking on historic properties.

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SIGNATORY:

TEXAS STATE HISTORIC PRESERVATION OFFICER



Mark S. Wolfe
Texas State Historic Preservation Officer

8.25.14
Date

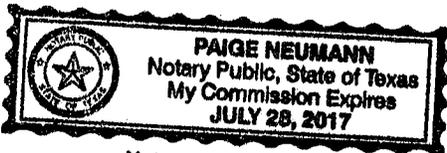
State of Texas

County of Travis

Other Jurisdiction _____

This instrument was acknowledged before me on 8.25.14 by Mark Wolfe
(date) (name of representative)

as Executive Director of Texas Historical Commission
(title of representative) (name of entity or person represented)



Notary without Bond

(Personalized Seal)



Notary Public's Signature

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SIGNATORY:

ADVISORY COUNCIL ON HISTORIC PRESERVATION



John M. Fowler
Executive Director

10/2/14

Date

Washington, DC

This instrument was acknowledged before me on _____ by _____
(date) (name of representative)

as _____ of _____
(title of representative) (name of entity or person represented)

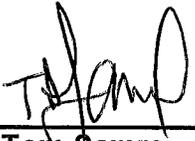
(Personalized Seal)

Notary Public's Signature

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SIGNATORY:

UNITED STATES POSTAL SERVICE



By: Tom Samra Date 9/22/14
Contracting Officer



Approved: Daniel B. Delahaye Date 9/22/14
Federal Preservation Officer

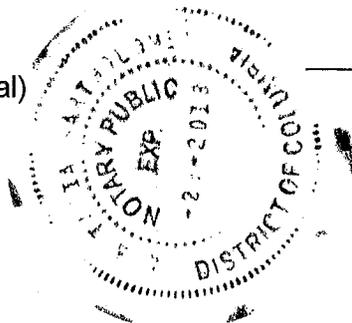
Washington, DC

This instrument was acknowledged before me on 9-22-14 by Anastasia Bartholomew
(date) (name of representative)

as NC Notary of USPS
(title of representative) (name of entity or person represented)

ANASTASIA BARTHOLOMEW
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 28, 2018

(Personalized Seal)



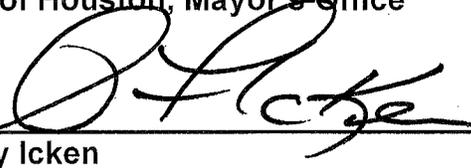


Notary Public's Signature

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Concurring Party:

City of Houston, Mayor's Office



Andy Icken
Chief Development Officer

9/15/14

Date

State of Texas

County of Harris

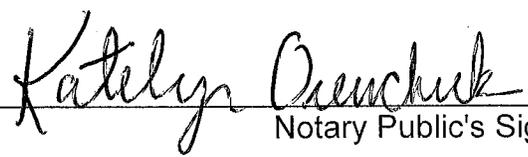
Other Jurisdiction _____

This instrument was acknowledged before me on 9/15/14 by Andy Icken
(date) (name of representative)

as Chief Development Officer of City of Houston
(title of representative) (name of entity or person represented)



(Personalized Seal)


Notary Public's Signature

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Concurring Party:

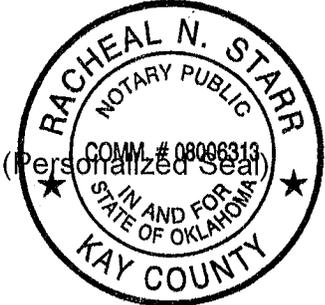
The Tonkawa Tribe of Oklahoma

[Signature] _____ Date 8-18-14

Print:
Name, Title DONALD L. PATTERSON, PRESIDENT

State of Oklahoma
County of Kay
Other Jurisdiction _____

This instrument was acknowledged before me on 18th by Donald L. Patterson
(date) (name of representative)
as President of Tonkawa Tribe of Oklahoma
(title of representative) (name of entity or person represented)



[Signature]
Notary Public's Signature

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Concurring Party:

Preservation Houston

Stephanie Ann Jones
Executive Director

_____ **Date**

State of Texas

County of _____

Other Jurisdiction _____

This instrument was acknowledged before me on _____ by _____
(date) (name of representative)

as _____ of _____
(title of representative) (name of entity or person represented)

(Personalized Seal)

Notary Public's Signature

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Concurring Party:

Harris County Historical Commission

Janet Wagner
Chair

Date

State of Texas

County of _____

Other Jurisdiction _____

This instrument was acknowledged before me on _____ by _____
(date) (name of representative)

as _____ of _____
(title of representative) (name of entity or person represented)

(Personalized Seal)

Notary Public's Signature

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Concurring Party:

Houston Mod

Steve Curry
President

_____ **Date**

State of Texas

County of _____

Other Jurisdiction _____

This instrument was acknowledged before me on _____ by _____
(date) (name of representative)

as _____ of _____
(title of representative) (name of entity or person represented)

(Personalized Seal)

Notary Public's Signature

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Concurring Party:

Alabama-Coushatta Tribe of Texas

Signature Date

Print:
Name, Title _____

State of Texas

County of _____

Other Jurisdiction _____

This instrument was acknowledged before me on _____ by _____
(date) *(name of representative)*

as _____ of _____
(title of representative) *(name of entity or person represented)*

(Personalized Seal)

Notary Public's Signature

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Concurring Party:

The Comanche Nation of Oklahoma

Signature Date

Print:
Name, Title _____

State of Oklahoma

County of _____

Other Jurisdiction _____

This instrument was acknowledged before me on _____ by _____
(date) *(name of representative)*

as _____ of _____
(title of representative) *(name of entity or person represented)*

(Personalized Seal)

Notary Public's Signature

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Concurring Party:

Coushatta Tribe of Louisiana

Signature

Date

Print:

Name, Title _____

State of Louisiana

County of _____

Other Jurisdiction _____

This instrument was acknowledged before me on _____ by _____
(date) (name of representative)

as _____ of _____
(title of representative) (name of entity or person represented)

(Personalized Seal)

Notary Public's Signature

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Concurring Party:

Mescalero Apache Tribe

Signature

Date

Print:

Name, Title _____

State of New Mexico

County of _____

Other Jurisdiction _____

This instrument was acknowledged before me on _____ by _____
(date) (name of representative)

as _____ of _____
(title of representative) (name of entity or person represented)

(Personalized Seal)

Notary Public's Signature

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Concurring Party:

Kiowa Tribe of Oklahoma

Signature

Date

Print:

Name, Title _____

State of Oklahoma

County of _____

Other Jurisdiction _____

This instrument was acknowledged before me on _____ by _____
(date) (name of representative)

as _____ of _____
(title of representative) (name of entity or person represented)

(Personalized Seal)

Notary Public's Signature