

**MEMORANDUM OF AGREEMENT
AMONG
THE JOHN COCHRAN DIVISION OF
THE U.S. DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE OSAGE NATION,
THE MISSOURI STATE HISTORIC PRESERVATION OFFICER, AND
THE CITY OF ST. LOUIS CULTURAL RESOURCES OFFICE
REGARDING THE DEMOLITION OF THE PALLADIUM COMPONENT PROJECT OF
THE RECONFIGURATION OF THE JOHN COCHRAN DIVISION OF
THE U.S. DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM**

WHEREAS, the John Cochran Division of the U.S. Department of Veterans Affairs St. Louis Health Care System (JCSLVA) proposes to demolish the Palladium (also known as JCSLVA Building 29) at 3617 Delmar Boulevard (Undertaking) as a component project under its overarching campus reconfiguration undertaking (Appendix A); and

WHEREAS, JCSLVA, through consultation with the Advisory Council on Historic Preservation (ACHP), Missouri State Historic Preservation Officer (MO SHPO), and other Consulting Parties, developed a programmatic agreement (PA) to fulfill its responsibilities under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. 306108, and its implementing regulations, 36 CFR Part 800, as amended (collectively referred to here as “Section 106”), for the overarching campus reconfiguration undertaking (*Programmatic Agreement Among the John Cochran Division of the U.S. Department Of Veterans Affairs St. Louis Health Care System, the Missouri State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Reconfiguration of the John Cochran Division of the U.S. Department of Veterans Affairs St. Louis Health Care System* executed January 27, 2020) under 36 CFR § 800.14(b)(1)(ii), which recognizes that a PA may be used when effects on historic properties cannot be fully determined prior to approval of an undertaking; and

WHEREAS, Stipulation III.a of the PA allows for JCSLVA to assess adverse effects of the overarching campus reconfiguration undertaking as single component or multiple component projects; and

WHEREAS, JCSLVA, the MO SHPO, and the ACHP agreed that the area of potential effects (APE), identification of historic properties, assessment of historic properties affected, and Consulting Parties as described in the PA apply to all component projects of the overarching campus reconfiguration undertaking; and

WHEREAS, JCSLVA acquired the Palladium as part of the overarching campus reconfiguration undertaking but its structural condition is poor and poses a safety risk to people and property; and

WHEREAS, at the time this Memorandum of Agreement (MOA) was executed, conceptual designs for the reconfiguration were still under development; and

WHEREAS, due to the hazard posed by the Palladium's structural deficiencies, JCSLVA has proposed this component project in advance of the Pre-Design Review described in Stipulation II of the PA; and

WHEREAS, pursuant to Stipulation III of the PA, JCSLVA determined the demolition of the Palladium, a property determined eligible for listing in the National Register of Historic Places (National Register) in 2013, will adversely affect historic properties, and submitted a Finding of Adverse Effect to the Consulting Parties in October 2020, in accordance with Stipulation III(b) of the PA for review by all Consulting Parties to the PA; and

WHEREAS, JCSLVA committed in Stipulation III(d) of the PA to consult with Consulting Parties if adverse effects are identified in a component project; and

WHEREAS, the City of St. Louis is a Certified Local Government with a Cultural Resources Office (STLCRO); and

WHEREAS, STLCRO, St. Louis Landmarks Association (STLLA), the Osage Nation, and Grand Center, Inc. (GCI) elected to participate in consultation; and

WHEREAS, JCSLVA hosted consultation meetings on November 19, 2020, January 14, 2021, and July 8, 2021 and consulted further with the MO SHPO and STLCRO throughout March and April 2021; and

WHEREAS, JCSLVA invited the Black Rep Theater, Urban League of St. Louis, Jazz St. Louis, Kranzberg Arts Foundation, Urban Studies Department at Harris-Stowe University, and the Wolff Jazz Institute at Harris-Stowe University to participate in this consultation at the suggestion of the Consulting Parties and these organizations either chose not to respond or did not participate in consultation; and

WHEREAS, JCSLVA has invited the Osage Nation and STLCRO to sign this MOA as an Invited Signatory; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), JCSLVA has notified the ACHP of its adverse effect finding with specified documentation, and the ACHP has chosen to participate in this consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, JCSLVA, the MO SHPO, the ACHP, and the Osage Nation, and STLCRO agree that the Undertaking shall be implemented in accordance with the following stipulations and implementation of these stipulations evidence that JCSLVA has taken into account the effects of the Undertaking on historic properties.

STIPULATIONS

JCSLVA shall ensure that the following measures are carried out:

I. GENERAL

- a. The Anti-Deficiency Act, 31 U.S.C. § 1341 et seq., prohibits federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. Accordingly, any requirement for the obligation of funds arising from the terms of this MOA are subject to the availability of appropriated funds, and no provision of this agreement shall be interpreted to require the obligation or provision of funds in violation of the Anti-Deficiency Act.
- b. All parties shall send and accept official notices, comments, requests for additional information and/or documentation, and all other communications as required by this MOA via email.
- c. Time designations shall be in calendar days. Failure to comment within specified time designations shall not prevent JCSLVA from proceeding in the process as outlined in this MOA.
- d. For the purposes of this MOA, the definitions provided in 36 CFR §§ 800.16(a) through (z) inclusive shall apply.
- e. JCSLVA shall ensure that all work carried out pursuant to this MOA shall be done by or under the supervision of historic preservation professionals meeting the applicable

Secretary of the Interior's *Professional Qualification Standards* (36 CFR Part 61).

- f. Progress implementing this MOA shall be included in the Annual Report described in Stipulation I.f. of the PA.

II. ARCHEOLOGICAL MONITORING

- a. JCSLVA shall ensure a qualified archeological monitor is present throughout ground disturbing activities related to this Undertaking, including utility removal.
 - i. Monitoring is defined as active observation of earth-moving or other work that could adversely affect unknown cultural resources.
- b. Monitoring shall proceed in accordance with Stipulation IV.b. of the PA.

III. MEASURES TO MINIMIZE AND/OR MITIGATE ADVERSE EFFECTS TO HISTORIC PROPERTIES

- a. Documentation: JCSLVA shall submit documentation of the former Palladium to the MO SHPO, STLLA, and the Jazz Archive at Harris-Stowe University for archiving.
 - i. Documentation completed in February 2021.
 - 1. Documentation was undertaken by members of the STLLA in coordination with JCSLVA in accordance with the National Park Service (NPS) Photo Policy (https://www.nps.gov/subjects/nationalregister/upload/Photo_Policy_update_2013_05_15_508.pdf).
 - 2. Documentation included digital photographs of each exterior elevation and details including the entry on Enright Avenue, lion heads at the entry, and the brickwork exposed on Delmar Boulevard, for a total of 10 images.
 - ii. JCSLVA shall collect the field documentation conducted by STLLA in February 2021 and produce 10 black/white prints of the photos on archival paper and labeled on the back in soft pencil in accordance with the NPS Photo Policy.
 - iii. JCSLVA shall submit the final documentation package to MO SHPO within 90 days of MO SHPO acceptance of the digital views/images.
 - 1. The final documentation package shall include the printed and labeled photographs; a photo log; a digital copy of the images and log on a disc. This disc may also contain digital images and videos of the former Palladium taken by JCSLVA and the Consulting Parties prior to December 2020.
 - 2. JCSLVA shall submit one digital copy of the documentation to MO SHPO in advance of submission of draft hard copy deliverables. Demolition may proceed upon written notification of receipt of acceptable views/images by the MO SHPO.
 - 3. MO SHPO shall have thirty (30) days from receipt of the physical documentation for review and comment on said documents.
- b. Interpretation: JCSLVA shall memorialize the significance of the former Palladium's role in the musical and social history of St. Louis through the installation of a plaque at the JCSLVA campus.
 - i. JCSLVA shall install the plaque on or near the lot boundaries of 3617 Delmar Avenue.
 - 1. JCSLVA shall purchase the plaque of durable, weather-resistant materials.
 - 2. JCSLVA shall maintain this plaque and replace the plaque if damaged or stolen.
 - ii. The plaque shall be no smaller than 24"x18".
 - iii. The plaque shall contain text; inclusion of images shall be at the discretion of JCSLVA.

- iv. JCSLVA shall submit the text and overall design for Consulting Party review within 60 days of execution of this MOA.
 1. JCSLVA shall accept comments on the text for 30 days.
 2. JCSLVA shall respond to all comments and provide a copy of the final text for Consulting Party review within 120 days of execution of this MOA.
- v. JCSLVA shall document the plaque once installed and notify all Consulting Parties of its installation through the Annual Report described in Stipulation I.f. of the PA.
- c. Research: JCSLVA shall produce a report concerning the role of the Palladium in the history of the St. Louis music scene from 1930 to 1959 and its place within the social history of this community.
 - i. JCSLVA shall ensure this research and report are produced by a qualified historian.
 - ii. JCSLVA and the qualified historian shall, at a minimum, seek input from the STLCRO and STLLA to identify persons with knowledge of St. Louis' musical and social history during the Palladium's period of significance and resources containing information about this period. These persons may include, but are not limited to, academics, radio stations, publications related to jazz history, and local historians.
 1. STLCRO and STLLA may assist JCSLVA in the identification of experts and resources by publishing requests for information on their social media accounts. STLCRO and STLLA shall submit requests to JCSLVA for review and consent prior to posting.
 - iii. JCSLVA shall ensure this report utilizes materials such as, but not limited to, newspaper accounts, historic radio programs, city directories, maps, oral histories, and secondary sources..
 - iv. JCSLVA shall ensure this report addresses at a minimum the following questions:
 1. What types of music were performed at the Palladium and its club? What musicians performed at the Palladium and its club? What other types of venues did these musicians play? Was the type of music performed at the Palladium popular at the time? What neighborhoods in the City did these musicians reside or were raised? Where were they educated? How did they learn their craft? Who were the patrons who frequented the Palladium?
 2. What other clubs were located in Midtown St. Louis when the Palladium and its club were open? What other music clubs were open in St. Louis at this time? What information is available about the musicians and patrons of other clubs?
 3. What is the legacy of the Palladium, its music, and its musicians?
 4. What role did the Palladium play in the social history of this community and what was the nature of the relationships between the owner(s), musicians, and patrons?
 - v. JCSLVA shall develop the Scope of Work (SOW) for this report with the STLCRO.
 1. JCSLVA and STLCRO shall use theme studies recently published by the National Park Service as a guide for this SOW.

2. JCSLVA shall circulate the draft SOW to all Consulting Parties for review within 180 days of the execution of this MOA for a 30-day review period.
3. JCSLVA shall take into account all timely comments and finalize the SOW within nine months of the execution of this MOA.
- vi. JCSLVA shall circulate the draft report to all Consulting Parties for a 45-day review period.
 1. JCSLVA shall take into account all timely comments and finalize the report within three years of execution of this MOA.
- vii. Once finalized, JCSLVA shall print 10 hard copies for use by the STLLA and send a digital version to the MO SHPO for archiving.
 1. JCSLVA shall post a copy of the report on its website or on a webpage devoted to the Reconfiguration of the JCSLVA campus.
 2. STLCRO shall provide a digital copy of the report on their website and report on the findings of the report to the St. Louis Preservation Board at a public meeting.
- viii. JCSLVA shall produce a QR code with link to the final report for inclusion on or adjacent to the plaque described in Stipulation III.b.

IV. DISPUTE RESOLUTION

- a. JCSLVA and all other signatories to this MOA shall follow the procedures of Stipulation VII of the PA regarding dispute resolution for all objections submitted in writing regarding this Undertaking.
- b. JCSLVA'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.

V. AMENDMENT AND TERMINATION

- a. The signatories to this MOA shall follow the procedures of Stipulation VIII of the PA regarding amendment and termination to amend or terminate this MOA.
 - i. Termination of this MOA does not amend or terminate the PA or any other component project MOAs that may be executed.

VI. DURATION

- a. This MOA shall be effective once filed with the ACHP following signature by the final signatory.
- b. This MOA shall be executed in counterparts, with a separate page for each signatory. JCSLVA shall distribute a complete copy of the executed MOA, including all signatory pages and appendices, to the Consulting Parties.
- c. This MOA shall remain in effect for a period of five (5) years from the date of execution, unless it is terminated prior to that date or until the Undertaking and all required mitigation has been completed. At least three (3) months prior to expiration of the MOA, JCSLVA may initiate consultation with the Signatories to determine whether the MOA shall be extended. Unless the signatories unanimously agree on an extension, this MOA shall automatically expire and have no further force or effect in accordance with the stipulated timetable.

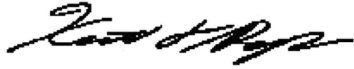
EXECUTION AND IMPLEMENTATION of this MOA evidences that JCSLVA has taken into account the effects of the project, which is a component project under JCSLVA's overarching campus reconfiguration undertaking, on historic properties and JCSLVA has afforded the ACHP a reasonable

250 opportunity to comment on this Undertaking and its effects on historic properties.

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256 **THE OSAGE NATION,**
257 **THE MISSOURI STATE HISTORIC PRESERVATION OFFICER, AND**
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261 **THE U.S. DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM**
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266 SIGNATORY:

267 U.S. Department of Veterans Affairs St. Louis Health Care System
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272 Keith D. Repko
273 Director
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275 10/19/21
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277 Date

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288 **THE U.S. DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM**
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292 SIGNATORY:
293 Department of Natural Resources
294 State Historic Preservation Office
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298 _____
299 Brian Stith
300 Deputy Director, Division of State Park and Deputy State Historic Preservation Officer
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302 10-25-21
303 _____
Date

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319 SIGNATORY:

320 Advisory Council on Historic Preservation
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325 Reid J. Nelson

326 Executive Director, Acting
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328 **12/8/2021**
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330 Date

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INVITED SIGNATORY:
Osage Nation



Geoffrey M. Standing Bear
Principal Chief



Date

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INVITED SIGNATORY:
City of St. Louis Cultural Resources Office

Don Roe
Executive Director, Planning & Urban Design Agency

Date

11/18/2021

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APPENDIX A: LOCATION OF THE PALLADIUM

