

**MEMORANDUM OF AGREEMENT  
BETWEEN MIAMI-DADE COUNTY, RUDG, LLC.  
AND THE FLORIDA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE LIBERTY SQUARE DEVELOPMENT PROJECT**

**WHEREAS**, Miami-Dade County through its department of Public Housing and Community Development (the Agency), and RUDG, LLC (the Developer) plan to develop the Liberty Square public housing site (the Undertaking) pursuant to 24 CFR 941 Subpart F; and

**WHEREAS**, the Agency is operating as the responsible entity for HUD, and HUD will provide \$8 million in Capital Fund Financing Program (CFFP) funding for the Undertaking;

**WHEREAS**, the Undertaking consists of redeveloping Liberty Square, which involves demolishing the existing 709-unit public housing site of approximately 60 acres, and constructing a multi-unit mixed-income, mixed-financed, and mixed-use development containing commercial, recreational, and institutional components;

**WHEREAS**, the Agency has defined the Undertaking's Area of Potential Effects (APE) as the existing Liberty Square public housing site, bound by NW 67<sup>th</sup> Street, NW 12<sup>th</sup> Avenue, NW 62<sup>nd</sup> Street, and NW 15<sup>th</sup> Avenue, and as indicated in Exhibit A; and

**WHEREAS**, the Agency has determined that the Undertaking may have an adverse effect on the existing Liberty Square public housing site (Florida Master Site File records 8DA7017 – 8DA7145 and 8DA7474), which is eligible for listing in the National Register of Historic Places, and has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

**WHEREAS**, the Agency has consulted with Dade Heritage Trust, Liberty Square Project Friends & Family Reunion, Inc., and the Liberty Square Resident Council regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as "concurring parties"; and

**WHEREAS**, the Agency has consulted with the Seminole Tribe and Miccosukee Tribe and provided an opportunity for them to indicate comments or concerns on the Undertaking;

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

**NOW, THEREFORE**, the Agency, the Developer, 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**

The Agency and the Developer shall ensure that the following measures are carried out:

- I. The Agency and Developer shall retain and renovate the original Liberty Square Community Center (8DA7047) as described in Exhibit B. Although the building no longer retains its historical integrity due to non-historic modifications and additions, the Signatories recognize the continuing importance of the community center to past and present residents. The community center's

renovation will allow a continuing connection for the residents and the community to the history of Liberty Square and will provide a venue for a historical exhibit as described in Stipulation II.

II. The Agency and Developer shall prepare, install, and maintain a permanent historical exhibit in the renovated Liberty Square Community Center. The purpose of this exhibit will be to document and share the developmental history of Liberty Square and the impact of public housing on the residents of Liberty Square. The exhibit will meet the following requirements:

- a. The content for the exhibit will be produced by museum specialists, oral historians, historians, and/or other qualified professionals with experience developing historical interpretive displays.
- b. The interpretive materials will include, but are not limited to, reproduced historical photographs, newspapers, and other primary source material; interpretive wall panel displays including images and text; and oral history interviews with current and/or previous residents of Liberty Square.
- c. The interpretive materials will include a minimum of five (5) interpretive panels incorporating text and images, ten (10) reproduced historic photographs or images of Liberty Square, and one (1) display focusing on oral history interviews with the current and/or previous residents.
- d. The interpretive materials will address, but are not limited to, the following topics: developmental history of Liberty Square, community and social life, civil rights and segregation history, and economic development.
- e. Provide for community input in the content and design of the exhibit through a community advisory group or consultation with existing community organizations, such as those included as Concurring Parties to this agreement.
- f. The Agency and Developer will provide SHPO with a draft and final version of interpretive material for review and approval.
- g. SHPO will provide comments within 15 days of receipt of complete and sufficient information, unless a different review period is agreed to by the SHPO, Agency, and Developer.

III. The Agency and Developer shall prepare Historic American Building Survey (HABS) Level II documentation for representative building types within Liberty Square. Documentation and submission will be consistent with the guidance provided in Exhibit C. HABS documentation will be completed for the following structures:

- a. Units 1402-1408 Building F-1 (8DA7046), Units 1301-1317 Building K-1 (8DA7084), 6215-6231 Building N-1 (8DA7055), Units 1360-1374 Building L-3 (8DA7057), and 6214-6232 Building E-1 (8DA7044)
- b. These buildings are representative of different building types within Liberty Square. The Agency and Developer may select alternative buildings of the same type and in the same or better condition, if approved by SHPO prior to the demolition of the buildings listed in Stipulation III (a).
- c. Prior to demolition of the selected buildings listed in Stipulation III (a), or equivalent buildings, the Agency and Developer will provide SHPO and National Park Service (NPS) with a draft digital submittal, including photographs and drawings, for preliminary review of each HABS document and confirmation that sufficient documentation has occurred. Following confirmation from SHPO and NPS that sufficient documentation has occurred, demolition of these structures may proceed.
- d. The Agency and Developer will provide SHPO and NPS with a copy of the final HABS material and provide SHPO with confirmation of acceptance by NPS.
- e. SHPO will provide comments within 15 days of receipt of complete and sufficient information, unless a different review period agreed to by the SHPO, the Agency, and Developer.

IV. Preservation and memorialization of the remaining portion of the historic segregation wall (8DA7474). The preservation and memorialization plan will be prepared by the Agency and Developer in consultation with the City of Miami. This plan will be submitted to SHPO for approval. SHPO will provide comments within 15 days of receipt of complete and sufficient information, unless a different review period is agreed to by the SHPO, Agency, and Developer. The final plan will include the following:

- a. A Florida Historical Marker installed at or near the remaining segment of the historic segregation wall. The Agency and Developer will coordinate with the Florida State Historic Marker Coordinator for preparation and review of the Florida Historical Marker.

V. The Agency and Developer shall coordinate with the City of Miami to complete the Historical Timeline of Black Miami at the NW 12<sup>th</sup> Avenue Linear Park. The Agency and Developer shall provide SHPO with an opportunity to review and comment on the content of the timeline prior to finalizing the design.

VI. The Agency and Developer will incorporate the social and cultural history of Liberty Square into the design of the new development through the following items. SHPO review is not required for these items, but SHPO may be consulted if needed by the Agency or Developer.

- a. Naming amenities, places, and streets within the redevelopment after prominent historic African American community members from Liberty Square, Liberty City, and Miami.
- b. Work cooperatively with Miami-Dade County's Art in Public Spaces program to allocate significant artwork within the redevelopment.
- c. Including prominent signage bearing the Liberty Square name and historical components within the development.

#### VII. POST REVIEW DISCOVERIES

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the Undertaking's APE, the Agency and Developer shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Agency and Developer shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization from the Division of Historical Resources.

In the event that unmarked human remains are encountered during the Undertaking, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

#### VIII. 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, the Agency and Developer may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation XI below.

#### IX. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, the Agency and Developer shall provide all parties to this MOA (**and the ACHP, if appropriate**) 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 the Agency and Developer's efforts to carry out the terms of this MOA.

## X. 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, the Agency shall consult with such party to resolve the objection. If the Agency determines that such objection cannot be resolved, the Agency will:

A. Forward all documentation relevant to the dispute, including the Agency's proposed resolution, to the ACHP. The ACHP shall provide the Agency with its advice on the resolution of the objection within fifteen (15) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Agency 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. The Agency will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the fifteen (15) day time period, the Agency may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Agency 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. The Agency's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

D. All parties acknowledge that time is of the essence on the project and to work cooperatively to expedite and resolve issues so that project implementation is not delayed.

## XI. 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.

## 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 to attempt to develop an amendment per Stipulation XI, above. If within fifteen (15) days (or another time period 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, the Agency 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. The Agency shall notify the signatories as to the course of action it will pursue.

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

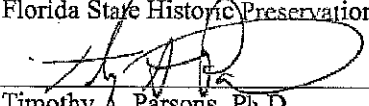
SIGNATORIES:

Miami-Dade Public Housing and Community Development (PHCD)

  
\_\_\_\_\_  
Michael Liu, Director

DATE: 2/1/17

Florida State Historic Preservation Officer

  
\_\_\_\_\_  
Timothy A. Parsons, Ph.D.

DATE: 1/31/2017

CONCURRING PARTIES:

RUD, LLC. (the Developer)

\_\_\_\_\_  
Alberto Milo, Vice President

DATE: \_\_\_\_\_

Liberty Square Resident Council Representative

\_\_\_\_\_

DATE: \_\_\_\_\_

Dade Heritage Trust

\_\_\_\_\_  
Christine Rupp, Executive Director

DATE: \_\_\_\_\_

Friends & Family Reunion, Inc.

\_\_\_\_\_  
Phillip B. Walker Sr., President

DATE: \_\_\_\_\_

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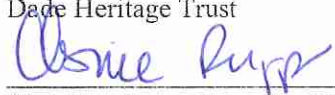
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Liberty Square Resident Council Representative

  
\_\_\_\_\_  
Cynthia Capner  
President

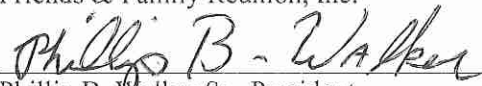
DATE: 2/1/17

Dade Heritage Trust

  
\_\_\_\_\_  
Christine Rupp, Executive Director

DATE: 1/31/17

Friends & Family Reunion, Inc.

  
\_\_\_\_\_  
Phillip B. Walker Sr., President

DATE: 2/21/17