

**MEMORANDUM OF AGREEMENT
AMONG THE DEPARTMENT OF VETERANS AFFAIRS,
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND THE
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING CONSTRUCTION OF A NEW FISHER HOUSE AT THE QUARTERS
COMPLEX, CHARLIE NORWOOD VAMC-UPTOWN (LENWOOD) DIVISION
AUGUSTA, GA**

WHEREAS, pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) (NHPA) and its implementing regulations, "Protection of Historic Properties" (36 C.F.R. 800), the Department of Veterans Affairs (VA) has determined that its proposed construction of a new Fisher House at the Quarters Complex of the Charlie Norwood VA Medical Center's (CNVAMC) Uptown (Lenwood) Division, containing buildings determined eligible for inclusion in the National Register of Historic Places, will have adverse effects on the historic district; and

WHEREAS, VA has defined the undertaking's area of potential effect (APE) as including the removal or demolition of eight buildings, Buildings 29, 30, 31, 32, 33, 40, 65, and 66 that contribute to the significance of the campus, a National Register eligible historic district including buildings 18, 19, & 20; and

WHEREAS, VA has consulted with the Georgia State Historic Preservation Officer (SHPO) regarding the adverse effects of this undertaking on historic properties and has invited them to be a signatory; and

WHEREAS, SHPO has concurred with VA's adverse effect determination and has agreed to consult; and

WHEREAS, VA has notified the Advisory Council on Historic Preservation (ACHP), pursuant to 36 CFR 800.6(b)(2), of its adverse effect determination and SHPO concurrence and has invited them to be a signatory; and

WHEREAS, ACHP has chosen to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii); and

WHEREAS, VA has notified the Muskogee Creek Nation which has religious and cultural concerns with the area and invited comments; and

WHEREAS, VA has consulted with the Fisher House Foundation in regards to the site planning, design, and needs for construction of the Fisher House and has invited them to sign as a concurring party; and

WHEREAS, VA has consulted with the Historic Augusta, Inc. regarding the effects of this undertaking on historic properties and has reached an agreement in principle outside this MOA; and

WHEREAS, VA has acknowledged that the nearby Summerville historic district should not be significantly adversely effected by the proposed action if the existing tree cover is maintained; and

WHEREAS, VA has contracted for an archaeological survey of the Quarters area which resulted in no significant sites were located; and

WHEREAS, VA has contracted for an architectural survey of all the quarters buildings in fair-to-good or good condition that could survive relocation; and

WHEREAS, VA has contracted for a re-evaluation of the National Register eligibility of the historic district; and

WHEREAS, VA has reviewed and commented on the resulting report, Cultural Resources Survey and Assessment, Charlie Norwood VA Medical Center, Augusta Uptown Campus, Richmond County, Georgia; and

WHEREAS, VA has examined several locations on the Uptown campus, has determined the quarters area to be the optimal location for the Fisher House due to its proximity to bus lines, relative privacy from the rest of the campus; access to other campus healthcare facilities; access to roads, water, sewer, gas, and electricity; and

WHEREAS, VA has acknowledged future plans for a Homeless Housing Initiative in buildings 7 & 76; planned baseball field renovations for joint YMCA/VA Miracle League use; future construction of a Community Living Center behind building 110; and inability to develop the retention pond area have all restricted space availability in other locations on the campus; and

WHEREAS, VA has researched the possible use of the Quarters as part of the Fisher House, however incorporating them does not fit the model Fisher House requirements and standard floor plan for their homes; and

WHEREAS, VA in consultation with Fisher House Foundation agree that the design of the facade of the building will complement the campus architecture in order to not adversely affect the view shed, reducing construction cost, allowing for more Houses to be built; and

WHEREAS, VA has considered redesigning the proposed project to retain some of the existing quarters buildings, but insufficient space, parking needs, relation in proximity and axis to existing buildings 18, 19, 20, and access roads on the campus has eliminated this consideration as an option; and

WHEREAS, VA has considered moving the buildings to another location on the Uptown campus but lacks an appropriate permanent on-site location; and

WHEREAS, VA has considered moving the Quarters to an off-site location but has been unable to locate an appropriate, available, willing site; and

WHEREAS, VA has advertised the availability of the Quarters to interested public entities for Enhanced Use Lease and has been unable to identify a willing entity to restore and reuse the buildings; and

WHEREAS, VA has secured the services of a professional building moving firm to assess the feasibility of moving the Quarters but has encountered issues including street width; height of overhead utilities; excessive cost to move to a temporary hold area until a permanent location is available; and remediation of lead based paint and asbestos; and

NOW, THEREFORE, VA, SHPO and Council agree that should VA elect to proceed with the undertaking, it shall carry out the undertaking in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

Stipulations

VA will ensure that the following are carried out.

1. Architectural and Historical Documentation

- a) Prior to removal or demolition of the eight buildings, VA will contract with a historic preservation specialist or specialists to document the eight buildings and building 7 through photographs, floor plans and preparation of a historic context report. VA will establish the scope of work for this documentation in consultation with the SHPO, and will ensure that the documentation is carried out in accordance with the Secretary of the Interior's Standards for Architectural and Engineering Documentation and its associated guidelines as set forth at http://www.nps.gov/history/local-law/arch_stnds_6.htm . Documentation will be at the Historic American Building Survey Level II. VA will ensure that the documentation includes large format negatives or mylar copies of existing architectural documents, large-format negatives of exterior and interior views, and/or historical views, and written historical descriptive data. A draft copy of the documentation will be submitted to the SHPO for review prior to its final submittal. VA will ensure that the resulting final documentation is provided to the SHPO, Historic Augusta, the Historic American Buildings Survey at the Library of Congress, and the VA Historic Preservation Office.
- b) VA will research the history and collect any available floor plans and drawings for buildings 1-6 and 8 which were demolished prior to agreed-upon HABS documentation. Copies of any materials located will be provided to the SHPO, ACHP and VA Historic Preservation Office.

2. Interpretation

VA will consult with the SHPO and other parties involved in redevelopment of the Quarters Complex, and based on this consultation:

Participate with others involved in redevelopment of the Quarters Complex to ensure that the history of the Medical Center is appropriately interpreted elsewhere at the CNVAMC. Interpretative topics might include life at a VAMC or the history of the convent school. Topics will be developed in consultation with SHPO and Historic Augusta, Inc.

3. Visual Effects

VA, in consultation with the SHPO, the Fisher House Foundation and other parties involved in redevelopment of the Quarters Complex, will make all reasonable efforts to ensure that the design of the new Fisher House facility is visually compatible with the character of the other historic sites on the CNVAMC campus, with reference to the Secretary of the Interior's Standards for Rehabilitation as set forth at <http://www.nps.gov/hps/tps/tax/rhb/stand.htm> and their associated guidelines.³ VA will work to insure existing tree cover buffering the Summerville historic district will be retained.

4. Master Facility Plan

VA will initiate a new Memorandum of Agreement Master Facility Plan for the Uptown Campus with all involved stakeholders, following the section 106 process, and will initiate it within 12 months of signage of this agreement.

5. Duration

This MOA will be in effect for a period of ten (10) years from the date of its execution, or five (5) years if the terms of this MOA are not carried out. Prior to such time, VA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation 9 below.

6. Post-Review Discoveries

a) *Historic buildings, structures, districts and landscape elements.* In the event that unanticipated effects on historic buildings, structures, districts or landscape elements come to VA's attention during the implementation of the undertaking, VA will stop any work that may adversely affect the relevant property or that may foreclose opportunities to avoid such adverse effects. VA in consultation with the SHPO will determine the appropriate course of action to ensure that adverse effects are avoided, reduced, or mitigated.

- b) *Archaeological sites, graves, artifacts, and cultural items.* VA will ensure that earthmoving carried out in connection with the undertaking in any location determined by the SHPO to be potentially sensitive for buried archaeological sites, graves, artifacts, and/or cultural items is monitored by an archaeologist or archaeologists acceptable to the SHPO. Should an archaeological site, grave, artifact, or cultural items of non-Native American origin be found during earthmoving, VA will halt all earthmoving in the vicinity of the discovery until the discovery is documented and safely removed by or under the supervision of the monitoring archaeologist. VA will ensure that any non-Native American human remains and associated funerary objects are treated in a manner consistent with the provisions of Georgia Statutes. Should a site, grave, artifact or cultural items of Native American origin be discovered during earthmoving, VA will ensure that the discovery is managed in accordance with the requirements of 43 CFR 10.4.

7. *Monitoring & Reporting*

Each year, on or before September 30, following execution of this MOA until it expires or is terminated, VA shall provide all parties to this MOA 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 VA's efforts to carry out the terms of this MOA. The report may be submitted electronically.

8. *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, VA shall consult with the objecting party to resolve the objection. If after initiating such consultation VA determines that the objection cannot be resolved through consultation, VA shall:

- (1) Forward all documentation relevant to the dispute, including VA's proposed resolution, to the ACHP. The ACHP shall provide VA 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, VA 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. VA will then proceed according to its final decision.
- (2) If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, VA may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision on the dispute, VA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the signatories of the MOA, and provide them and the ACHP with a copy of this written response

(3) VA's responsibility to carry out all the other actions subject to the terms of this MOA that are not subject of the dispute remain unchanged.

9. 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 is signed by all of signatories is filed with the ACHP.

10. 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 parties to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) 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, VA 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. VA shall notify the signatories as to the course of action it will pursue.

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

SIGNATORIES:

By: Rebecca Wiley Date: 8/14/09
Rebecca J. Wiley, Director, Charlie Norwood VA Medical Center

By: W. Ray Luce Date: 8/11/09
W. Ray Luce, Georgia Deputy State Historic Preservation Officer

By: John M. Fowler Date: 8/17/09
John M. Fowler, Executive Director,
Advisory Council on Historic Preservation

JMF

CONCURRING PARTY:

By: _____ Date: _____

David A. Coker, President,

Fisher House Foundation