

**MEMORANDUM OF AGREEMENT**

**BETWEEN VA BOSTON HEALTHCARE SYSTEM, BROCKTON DIVISION**

**AND THE**

**MASSACHUSETTS HISTORIC PRESERVATION OFFICER**

**REGARDING THE SUPPLY, PROCESSING AND DISTRIBUTION (SPD) ADDITION,  
BROCKTON VA MEDICAL CENTER**

**WHEREAS** the **VA Boston Healthcare System (VA BHS)** plans to approve the design/build of the **SPD Addition** (undertaking) pursuant to the **Section 106 of the National Historic Preservation Act of 1966 (36 CFR 800)**; and

**WHEREAS** the undertaking consists of demolition of Building 21, the former Theatre, and to construct the new Supply Processing and Distribution (SPD) building in place of the theater; and

**WHEREAS, VA BHS** has defined the undertaking's area of potential effect (APE) as defined by 36 CFR 800.16 (d) a property that meets the criteria of eligibility for listing in the National Register of Historic Places: and

**WHEREAS VA BHS** has determined that the undertaking may have an adverse effect on the historic buildings listed as contributing resources to the VA Boston Healthcare System which is eligible for listing in the National Register of Historic Places, and has consulted with the Massachusetts Historical Commission (**SHPO**) pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

**WHEREAS,** in accordance with 36 C.F.R. § 800.6(a)(1), **VA BHS** 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, VA BHS** 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**

**VA BHS** shall ensure that the following measures are carried out:

## **I. DESIGN REVIEW**

VA BHS will submit to the MHC for review and comment, design drawings that are of sufficient detail to warrant a review. The VA shall receive comments from the SHPO. VA BHS shall review SHPO comments and respond in writing with the VA BHS's intent regarding comment resolution.

## **II. DURATION**

This MOA will terminate if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, **VA BHS** may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

## **III. MONITORING AND REPORTING**

Each **year** following the execution of this MOA until it expires or is terminated, **VA BHS** 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 BHS's** efforts to carry out the terms of this MOA.

## **IV. 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, **VA BHS** shall consult with such party to resolve the objection. If **VA BHS** determines that such objection cannot be resolved, **VA BHS** will:

A. Forward all documentation relevant to the dispute, including the **VA BHS's** proposed resolution, to the ACHP. The ACHP shall provide **VA BHS** 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 BHS** 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. **VA BHS** 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 time period; **VA BHS** may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, **VA BHS** 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. **VA BHS'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. 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.

**VI. TERMINATION**

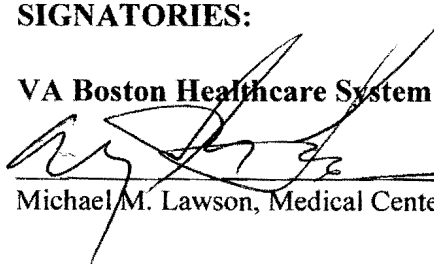
If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment 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 BHS** 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 BHS** shall notify the signatories as to the course of action it will pursue.


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

**SIGNATORIES:**

**VA Boston Healthcare System**

  
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Date 9/20/11  
Michael M. Lawson, Medical Center Director

**Massachusetts State Historic Preservation Officer**

  
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Date 10/13/11  
Brona Simon, Executive Director