

MEMORANDUM OF AGREEMENT AMONG
THE NEW MEXICO VETERANS AFFAIRS HEALTHCARE SYSTEM, DEPARTMENT OF
VETERANS AFFAIRS;
THE NEW MEXICO STATE HISTORIC PRESERVATION OFFICER;
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION; AND
THE FISHER HOUSE FOUNDATION REGARDING THE CONSTRUCTION OF A FISHER
HOUSE AT THE RAYMOND G. MURPHY VA MEDICAL CENTER IN ALBUQUERQUE,
NEW MEXICO

WHEREAS, the New Mexico Veterans Affairs Healthcare System (NMVAHCS), Department of Veterans Affairs (VA), proposes to construct a Fisher House at the Raymond G. Murphy VA Medical Center located at 1501 San Pedro SE, Albuquerque, New Mexico 87108; and

WHEREAS, the NMVAHCS has determined the proposed Fisher House construction constitutes an undertaking under Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations (36 CFR Part 800); and

WHEREAS, the NMVAHCS initiated consultation with the New Mexico State Historic Preservation Officer (NM SHPO) pursuant to the standard review process as identified under 36 CFR § 800.3; and

WHEREAS, the Area of Potential Effect (APE) for the undertaking is a contributing location within the Albuquerque Veterans Administration Medical Center Historic District which is listed in the National Register of Historic Places and the State Register of Cultural Properties (See Attachments A & B, attached hereto and incorporated by reference); and

WHEREAS, the NMVAHCS invited the following tribal governments to consult, per 36 CFR § 800.3(f): Pueblo of Taos, Jicarilla Apache Nation, Nambe O-Ween-Ge, Pueblo of Santa Ana, Pueblo of Pojoaque, Pueblo of Sandia, To'hajiilee Navajo Chapter, Pueblo of Santa Clara, Pueblo of Laguna, Pueblo of Zuni, Pueblo of Acoma, Ohkay Owingeh (San Juan Pueblo), Pueblo of San Felipe, Pueblo of Jemez, Pueblo of Tesuque, Ysleta del Sur Pueblo, Ramah Navajo Chapter, Mescalero Apache Tribe, Pueblo of Isleta, Pueblo of Zia, The Navajo Nation, Picuris Pueblo, Pueblo of Santo Domingo, Pueblo de San Ildefonso, and Pueblo of Cochiti; and none of the tribal governments responded to the invitation; and

WHEREAS, the NMVAHCS consulted with Veterans Service Organizations, including the American Legion, American Legion Auxiliary, Disabled American Veterans, Disabled American Veterans Auxiliary, Amateur Radio Club, American Gold Star Mothers, American Red Cross, AMVETS, Benevolent & Protective Order of Elks, Blue Star Mothers of America, Inc., Catholic War Veterans of America, Catholic War Veterans of America Auxiliary, Daughters of the American

Revolution, Knights of Columbus, Marine Corps League, Masonic Service Association, Military Order of the Cootie, Military Order of the Purple Heart, Military Order of the Purple Heart Auxiliary, Paralyzed Veterans of America, Soldiers Angels, Sons of the American Legion, The Salvation Army, Veterans of Foreign Wars, Veterans of Foreign Wars Auxiliary, Women Marines Association, City of Albuquerque Mayor's Office Veteran's Liaison, and New Mexico Department of Veterans Services, as well as the public regarding the effects of the undertaking on historic properties; and

WHEREAS, the Fisher House Foundation (FHF) Inc. is constructing and donating the Fisher House to the NMVAHCS and the FHF is an invited signatory to this memorandum of agreement (MOA); and

WHEREAS, the NMVAHCS in consultation with NM SHPO, per 36 CFR § 800.5(d)(2), has determined that the undertaking diminishes the integrity of the historic district and will result in an Adverse Effect on the Albuquerque Veterans Administration Medical Center Historic District; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the NMVAHCS notified the Advisory Council on Historic Preservation (ACHP) on April 3, 2017, of the Adverse Effect determination, and the ACHP has chosen to participate in the consultation by confirmation letter dated April 12, 2017; and

WHEREAS, this MOA provides the mechanism to resolve the adverse effects of the undertaking and complete any and all requirements of Section 106 regarding any activities related to the undertaking; and

NOW THEREFORE, the NMVAHCS, the SHPO, the FHF and the ACHP agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The NMVAHCS shall ensure the following stipulations are implemented:

I. Documentation

A. As-Built Drawings

The NMVAHCS will provide As-Built Drawings for the Fisher House to the VA Historic Preservation Office (HPO) and SHPO, for archive files and future reference for any updates to the Historic Nomination documents within six months of construction completion.

II. Historical Emphasis

A. Historic Preservation Master Plan

- (1) The NMVAHCS will develop a Historic Preservation Master Plan (HPMP). The HPMP will be developed through contract during FY18 and completed not later than FY20; this MOA finalization will not be delayed or be dependent upon the completion of such a HPMP.
- (2) The HPMP shall inform all future undertakings by the NMVAHCS in the Albuquerque Veterans Administration Medical Center Historic District.
- (3) The NMVAHCS will consult with the SHPO and ACHP concerning the scope of work for the HPMP prior to hiring a consultant to perform the work.
- (4) The NMVAHCS will submit drafts of the HPMP at the 65% and 95% stages of completion to the SHPO and ACHP for review and comments. The SHPO and ACHP shall have 30 days to provide comment. If no comment is received within 30 days, the NMVAHCS can instruct the professional consultant to move forward.
- (5) The NMVAHCS will ensure that the professional consultant addresses all changes and revisions requested by the SHPO and ACHP for the 65% and 95% submissions.
- (6) The NMVAHCS will submit a final draft of the HPMP to the SHPO and ACHP for review. The SHPO and ACHP shall have 30 days to provide comment. If the SHPO or the ACHP do not provide comments within 30 days, then NMVAHCS will assume that the final is accepted as submitted and no comments will be forthcoming.

B. Fisher House Design

The FHF shall design the Fisher House to include large expanses of beige colored stucco walls, multi-light recessed windows with punched window openings, and include exposed wood elements, and columns with corbels as agreed to through consultation with the SHPO. The FHF shall provide a design narrative summarizing the details included in the final design of the Fisher House to minimize the adverse effect.

III. Monitoring and Reporting

A. Annual Summary

The NMVAHCS shall provide the SHPO and ACHP with an annual summary of work completed to support the MOA to include any changes, problems encountered, disputes or objections received by the NMVAHCS during the efforts to implement this MOA.

B. Standards

The HPMP prescribed by Stipulation II of this MOA shall be conducted under the direct supervision of a person or persons meeting the Secretary of Interior's Professional Qualification Standards (48 FR 44716, September 29, 1983).

IV. Dispute Resolution

Should any signatory party to this MOA object at any time in writing to the NMVAHCS to any actions proposed or the manner in which the terms of this MOA are implemented, the NMVAHCS shall consult with such party to resolve the objection. If the NMVAHCS determines that such objection cannot be resolved through consultation, the NMVAHCS shall seek advice from the SHPO and attempt to resolve the objection. If the objection cannot be resolved, the NMVAHCS will:

- A. Forward all documentation relevant to the dispute, including the NMVAHCS's proposed resolution, to the ACHP. The ACHP shall provide the NMVAHCS 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, the NMVAHCS 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. The NMVAHCS will then proceed per its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within thirty (30) days, the NMVAHCS may make final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the NMVAHCS shall prepare a written response that takes into account any timely comments regarding the dispute from signatories to the MOA, and provide them and the ACHP with a copy of such written response.
- C. The NMVAHCS's responsibility to carry out all other actions not related to the dispute and subject to the terms of this MOA remains 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 is signed by all the signatories is filed with the ACHP.

VI. Termination

If any signatory to this MOA determines that any of its other terms will not or cannot be carried out, that party shall notify in writing the other signatories and consult 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, the NMVAHCS must either (a) execute a new 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 NMVAHCS shall notify the other signatories as to the course of action it will pursue.

VII. Duration

- A. This MOA will take effect on the date it is signed by the last signatory and filed with the ACHP, and it will expire if its terms are not carried out within ten (10) years from the date of execution.
- B. Prior to such time, the NMVAHCS may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V, above.

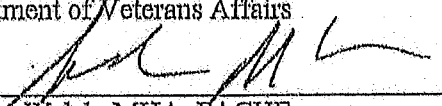
VIII. Anti-Deficiency Clause

This MOA is subject to the Anti-Deficiency Act (31 U.S.C. Section 1341). The NMVAHCS's responsibilities under this MOA are contingent upon the availability of appropriated funds from which payment, if any, can be made. Should funds not be available to allow the NMVAHCS to meet its responsibilities, it will defer its final decision(s) on implementing the undertaking until it has re-initiated consultation and complied with 36 CFR §§ 800.4 through 800.7, as applicable.

Execution of this MOA by the NMVAHCS, SHPO, FHF and ACHP and implementation of its terms evidence that the NMVAHCS has considered the effects of this undertaking on historic properties and has afforded the ACHP an opportunity to comment.

Signatories

Director, New Mexico VA Healthcare System
Department of Veterans Affairs

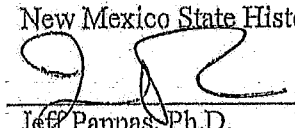


Andrew Welch, MHA, FACHE

12-20-17

Date

New Mexico State Historic Preservation Officer

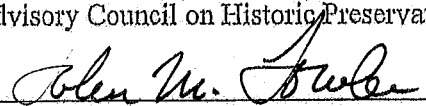


Jeff Pappas, Ph.D.

12/22/17

Date

Executive Director
Advisory Council on Historic Preservation

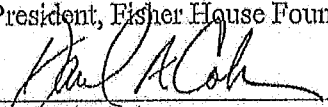


John M. Fowler

1/8/18

Date

President, Fisher House Foundation



David A. Coker

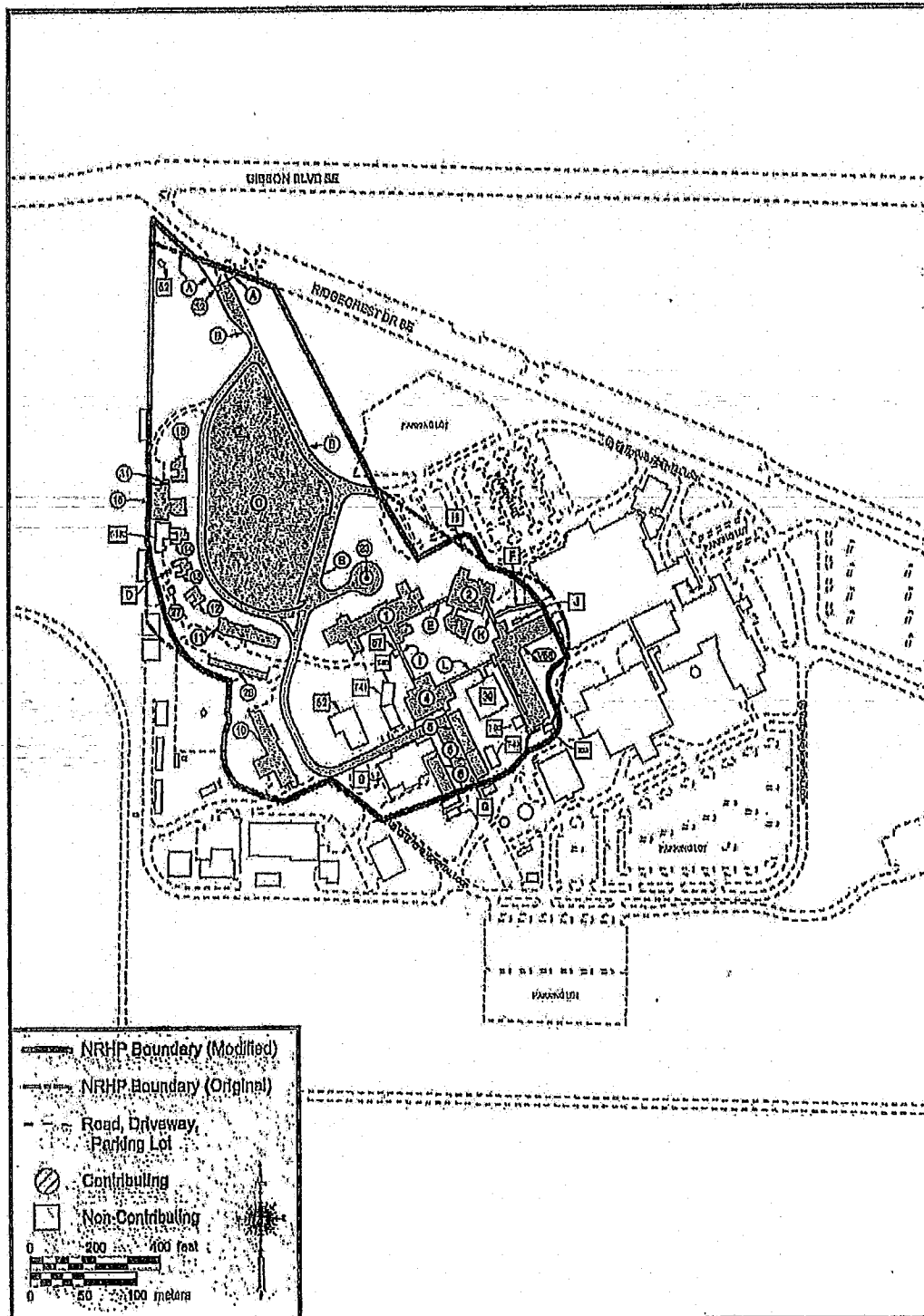
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Attachments:

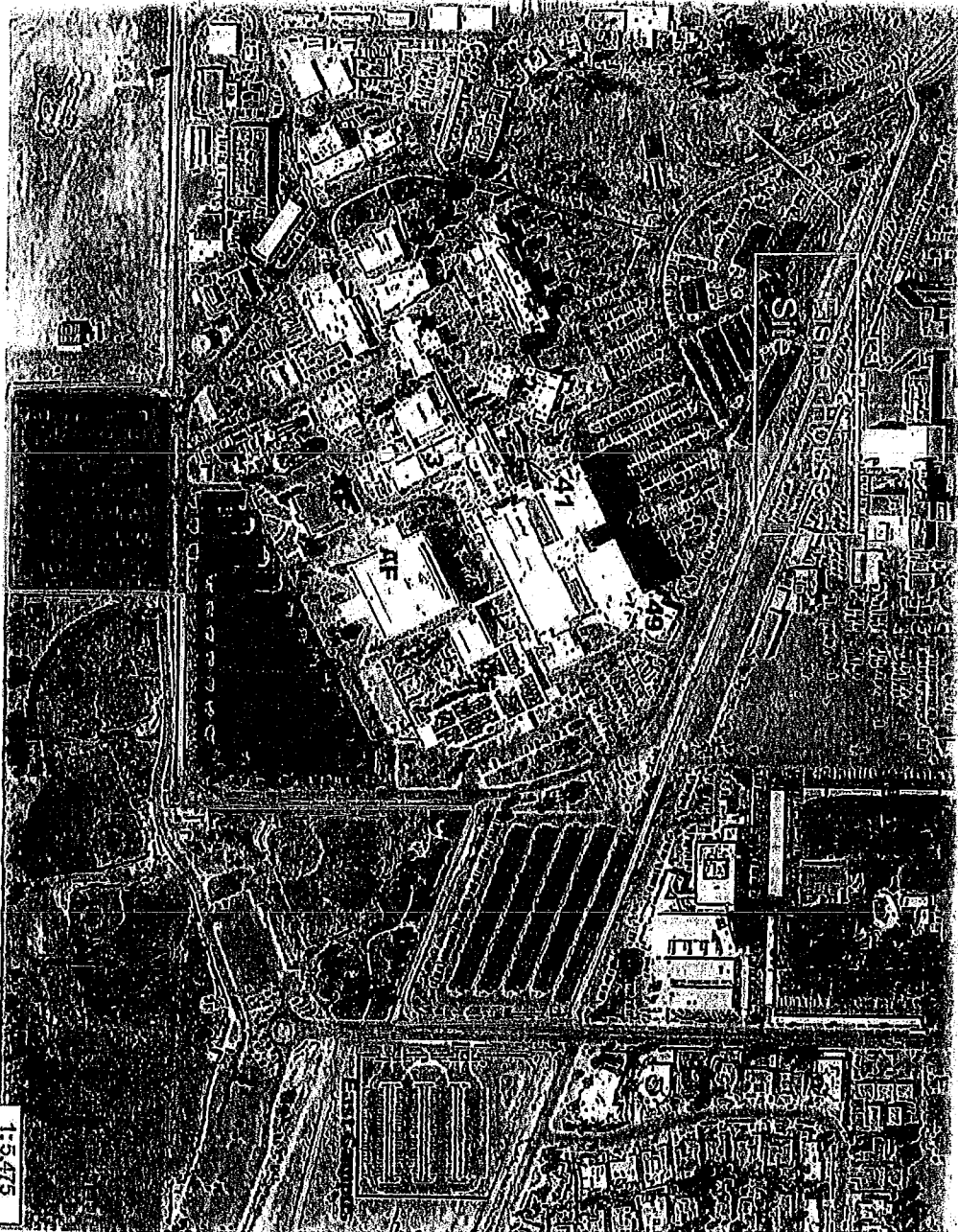
- A. Albuquerque Veterans Administration Medical Center Historic District
- B. Fisher House project site

ATTACHMENT A



Sketch map indicating National Register boundary; contributing and noncontributing resources.

Attachment B Fisher House Site



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