

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF VETERANS AFFAIRS  
AND THE  
TENNESSEE STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE REMOVAL OF BUILDINGS 18 AND 19,  
ALVIN C. YORK VA MEDICAL CENTER, MURFREESBORO, RUTHERFORD COUNTY TENNESSEE**

**WHEREAS** the Department of Veterans Affairs (VA) Alvin C. York Medical Center no longer has any operational use for Buildings 18 and 19, and therefore plans to remove these structures (Undertaking); and

**WHEREAS**, the VA plans to construct a Fisher House that will serve the needs of military and veterans' families at the location formerly occupied by Buildings 18 and 19; and

**WHEREAS**, the VA has defined the Undertaking's area of potential effects (APE) as the area currently occupied by Buildings 18 and 19 within the Alvin C. York Medical Center County, Tennessee; and

**WHEREAS**, the VA has determined that Buildings 18 and 19 are eligible for listing in the National Register of Historic Places and has consulted with the Tennessee State Historic Preservation Officer (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**, the SHPO has concurred with that determination; and

**WHEREAS** the VA has found that the Undertaking will adversely effect these resources, and has consulted with the Tennessee SHPO and it has concurred in that finding; and

**WHEREAS**, the VA has determined that, given its current operational planning, there is no reasonable alternative that would avoid or minimize the adverse effect upon Buildings 18 and 19; and

**WHEREAS**, the VA has determined that the construction of the Fisher House has the potential adversely to affect National Register of Historic Places eligible historic properties located within the boundary of the Alvin C. York Medical Center, and has consulted with the Tennessee SHPO and it has concurred in that finding; and

**WHEREAS**, in accordance with 36 C.F.R. Part 800.6(a)(1), the VA 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 C.F.R Part 800.6(a)(1)(iii);

**NOW, THEREFORE**, the VA and the Tennessee SHPO agree that VA shall implement the Undertaking in accordance with the following stipulations to take into account the effect of the Undertaking on historic properties.

## **STIPULATIONS**

The VA shall ensure that the following measures are carried out:

### **I. DOCUMENTATION**

The Director of the Alvin C. York Medical Center (Center) shall prepare the following documentation of Building 18 and 19 before demolition:

1. A full set of black and white 35 mm digital photographs appropriately labeled and printed on acid free paper documenting the current exterior and interior condition of Buildings 18 and 19. Documentation will be consistent with the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation.
2. A full set of these photographs shall be retained in the Center's archives.
3. A full electronic set of these photographs shall be submitted to the Tennessee SHPO.

VA shall complete all photography for documentation of Buildings 18 and 19 before their removal. However, VA is permitted to salvage architectural materials associated with the affected properties once it has completed the field photography.

### **II. DESIGN OF THE FISHER HOUSE TREATMENT**

1. The Director of the Alvin C. York Medical Center (Center) or his appointed representative along with representatives of the Fisher House Foundation shall consult with the Tennessee SHPO at some point before the expiration of this agreement document concerning the design of the proposed Fisher House. All parties to this agreement document concur and agree that the Fisher House design shall respect the architectural features of the Center and comply with the Secretary of the Interior's Standards for New Construction.
2. At such time as all parties to this agreement document concur on the design of the proposed Fisher House, the Director of the Alvin C. York Medical Center (Center) or his appointed representative shall submit a set of plans to the Tennessee SHPO for review. Accompanying these plans will be assurances from the Center Director that the VA will ensure that the approved design will be carried out in the construction of the Fisher House. Upon receipt of this submission, the Tennessee SHPO shall review these plans, and, if they replicate those design elements previously agreed to, formally notify the Center Director that the VA has successfully completed Section 106 review of this undertaking.

### **III. DURATION**

If its terms are not carried out within three (3) years from the date of its execution this MOA will terminate. Before the end of the duration of this MOA, the VA may consult with the Tennessee SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation VI below. In accordance with Stipulation VI below, the signatories may amend this MOA to extend its duration.



#### **IV. MONITORING AND REPORTING**

Each February following the execution of this MOA until it expires or terminates, the VA shall provide all Signatories AND Invited Signatories to this MOA a summary report detailing work undertaken pursuant to its terms. This report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the VA's efforts to carry out the terms of this MOA.

#### **V. DISPUTE RESOLUTION**

Should the TN SHPO object at any time to any actions proposed or the manner in which the VA implements the terms of this MOA, the VA shall consult with the Tennessee SHPO to resolve the objection. If the VA determines that such objection cannot be resolved, the VA will:

A. Forward all documentation relevant to the dispute, including the VA's proposed resolution, to the ACHP. The ACHP shall provide the VA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Before reaching a final decision on the dispute, the 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 it with a copy of this written response. The VA 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, the VA may make a final decision on the dispute and proceed accordingly. Before reaching such a final decision, the VA shall prepare a written response that takes into account any timely comments regarding the dispute from the Tennessee SHPO and provide it and the ACHP with a copy of that written response.

C. The VA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

#### **VI. AMENDMENTS**

This MOA may be amended when the Signatories agree in writing to that amendment. The amendment will be effective on the date the VA files a copy signed by all of the signatories with the ACHP.

#### **VII. TERMINATION**

If any Signatory to this MOA determines that its terms will not or cannot be carried out, that Signatory shall immediately consult with the other party to attempt to develop an amendment using the procedure specified at Stipulation V above. If, within thirty (30) days (or another time period agreed to in writing by all Signatories), an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatory.

Once the MOA is terminated, and before continuing work on the Undertaking, the VA must either

- (a) execute an MOA pursuant to 36 C.F.R Part 800.6; or,
- (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R Part 800.7.

The VA shall notify the Tennessee SHPO as to the course of action it will pursue.

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

**SIGNATORIES:**

**Department of Veterans Affairs**

By: 

Director,

Date: 9/29/11

**Tennessee State Historic Preservation Officer**

By: 

Mr. E. Patrick McIntyre, Jr. State Historic Preservation Officer

Date: 12-6-11

**INVITED SIGNATORIES:**

**Fisher House Foundation**

By: 

Date: 10-20-11

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

**SIGNATORIES:**

**Department of Veterans Affairs**

By: Juan A. Morales  
Juan A. Morales, RN, MSN  
Health System Director, VA Tennessee Valley Healthcare System

Date: 9/27/11

**Tennessee State Historic Preservation Officer**

By: E. Patrick McIntyre, Jr.  
Mr. E. Patrick McIntyre, Jr. State Historic Preservation Officer

Date: 12-6-11

**INVITED SIGNATORIES:**

**Fisher House Foundation**

By: David A. Cohen

Date: 10-20-11