

**MEMORANDUM OF AGREEMENT
AMONG
THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICER,
THE MUSCOGEE (CREEK) NATION,
AND VHIT LLC (VETERANS HOSPITAL IN TULSA)
REGARDING
RENOVATION OF THE KERR-EDMONDSON BUILDINGS
TULSA, TULSA COUNTY, OKLAHOMA**

WHEREAS, the U.S. Department of Veterans Affairs (VA) has entered into a partnership with VHIT LLC (VHIT), pursuant to a Design and Development Agreement dated August 27, 2021 ("DDA"), to convert the existing Kerr-Edmondson office complex adjacent to the Oklahoma (OK) State University Medical Center in downtown Tulsa, OK into a new 58-bed Veterans Hospital, a project planned and implemented through the Communities Helping Invest through Property and Improvements Needed for Veterans (CHIP-IN) Act of 2016 (Public Law 114-294); and

WHEREAS, the undertaking consists of the renovation of the Kerr and Edmondson State Office Buildings, located at 440 South Houston Avenue, Tulsa, OK 74127 into a Veterans Hospital to support the Jack C. Montgomery (Muskogee) VA Medical Center's inpatient medical and surgical bed requirements; and

WHEREAS, in accordance with 36 CFR § 800.3(a), VA determined that renovation of the Kerr-Edmondson Buildings by VHIT in accordance with the DDA is a federal action that meets the definition of an undertaking per 36 CFR § 800.16(y), is the type of activity that has the potential to cause effects on historic properties, and is therefore subject to review under Section 106 of the National Historic Preservation Act (NHPA) (54 USC § 306108) and its implementing regulations (36 CFR § 800 – Protection of Historic Properties); and

WHEREAS, in accordance with 36 CFR § 800.2(c)(4), VA authorized VHIT to act on its behalf to gather information to identify and evaluate historic properties and to work with consulting parties to assess effects; and

WHEREAS, in accordance with 36 CFR § 800.4(a)(1), VA determined the Area of Potential Effects (APE) to be the project area bounded by W. 3rd St to the north, W. 7th St to the south, S. Houston Ave to the east, and S. Lawton Ave to the west; and

WHEREAS, in accordance with 36 CFR § 800.2(c), VA invited the following to consult: OK State Historic Preservation Officer (SHPO), Muscogee (Creek) Nation, VHIT, City of Tulsa, Alabama-Quassarte Tribal Town, Apache Tribe of OK, Delaware Tribe of Indians, Osage Nation, Wichita and Affiliated Tribes, Cherokee Nation, and the Cheyenne and Arapaho Tribes; and the OK SHPO, Muscogee (Creek) Nation and VHIT are consulting parties; and

WHEREAS, VA recognizes that the McGirt v. Oklahoma decision by the U.S. Supreme Court on July 9, 2020 maintained the Muscogee (Creek) Nation's established sovereignty and reservation boundaries and as the APE is within the Muscogee (Creek) Nation's tribal lands it is a signatory to this Memorandum of Agreement (MOA); and

WHEREAS, in accordance with 36 CFR § 800.2(d), VA has provided the public with information about the undertaking and has sought public comment and input; and

WHEREAS, in accordance with 36 CFR § 800.4, VA has identified the Kerr-Edmondson facility as a historic property, eligible for listing in the National Register of Historic Places under Criterion A for Politics/Government and Criterion C for Architecture as an excellent local example of the Brutalist architectural style, within the APE; and

WHEREAS, in accordance with 36 CFR § 800.5(d), VA has found the undertaking will have an adverse effect on the history property as the proposed renovations will be designed in accordance with the DDA and will not meet the *Secretary of the Interior's Standards for Rehabilitation*; and

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

WHEREAS, in accordance with 36 CFR § 800.6(b)(1), VA has consulted with the consulting parties to resolve the adverse effect and will execute this MOA; and

NOW, THEREFORE, VA, the OK SHPO, the Muscogee (Creek) Nation, and VHiT 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 shall ensure that the following measures are carried out:

A. INTREPRETATION

1. VHiT will install an interior exhibit documenting, with historical information, graphics, and photographs, the significance of the facility as an Urban Renewal project and an example of the Brutalist style of architecture.
2. VHiT will install exterior historic markers at the two main hospital entrances providing historic recognition of the significance of the facility as an Urban Renewal project and an example of the Brutalist style of architecture.
3. VHiT will install interpretation in the main lobby of the building recognizing the legacy of Robert S. Kerr and J. Howard Edmondson, both Veterans, for whom the original buildings were named.
4. VHiT will provide designs for the interpretation (A.1-3) to the signatories for a fifteen (15) day review and comment period prior to finalizing and procuring the interpretation measures.
5. VHiT will install the interpretation measures (A.1-3) prior to turning over the property to the Oklahoma State University Regents for immediate transfer to VA as prescribed in the DDA.

B. DURATION

This MOA will expire if its terms are not carried out within ten (10) years from the date of its execution. Prior to such time, VA may consult with the consulting parties to reconsider the terms of the MOA and amend it in accordance with Stipulation D.

C. 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 such party to resolve the objection. If VA determines that such objection cannot be resolved in a timely manner, VA will:

1. Forward all documentation relevant to the dispute, including VA's proposed resolution, to the ACHP. ACHP shall provide VA with its advice on the resolution of the objection within thirty (30) days of receiving any requested 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 ACHP, and consulting parties, and provide all parties with a copy of VA's written response. VA will then proceed according to its final decision.
2. If 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 such a final decision, VA shall prepare a written response that takes into account any timely comments regarding the dispute from the consulting parties to the MOA and provide all parties and ACHP with a copy of such written response.
3. VA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute shall remain unchanged.

D. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories and the invited signatory. The amendment will be effective on the date a copy signed by all signatories and the invited signatory is filed with ACHP.

E. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately provide written notice thereof to all other parties and consult with the other signatories to attempt to develop an amendment pursuant to Stipulation D. If within thirty (30) days of such written notice (or such other time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate this MOA upon written notification to the other signatories.


If this MOA is terminated, and prior to work continuing on the undertaking, VA must either (a) execute a MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of ACHP under 36 CFR § 800.7. VA shall notify the signatories and the invited signatory as to the course of action it will pursue.

Execution of this MOA by VA, the OK SHPO, the Muscogee (Creek) Nation, and VHiT 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.

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TULSA, TULSA COUNTY, OKLAHOMA**

SIGNATORY

UNITED STATES DEPARTMENT OF VETERANS AFFAIRS

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Date: 2022.01.18 09:26:11
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Date _____

**Michael Brennan, PhD, AIA, NCARB
Executive Director, Office of Construction and Facilities Management**

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SIGNATORY

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER



Trait Thompson
State Historic Preservation Officer

Date 12/28/21

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SIGNATORY

THE MUSCOGEE (CREEK) NATION


David W. Hill
David W. Hill
Principal Chief

Date 1-10-2022

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INVITED SIGNATORY

VHIT LLC (VETERANS HOSPITAL IN TULSA)



Steve Cochran
Manager

Date 1-6-2022