

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FAYETTEVILLE VETERANS ADMINISTRATION MEDICAL CENTER
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE DEMOLITION OF BUILDING 8, FAYETTEVILLE, CUMBERLAND COUNTY,
NORTH CAROLINA**

WHEREAS, the Fayetteville Veterans Administration Medical Center (VAMC) proposes to Demolish Building 8 to Expand the D-Wing of Building 1 (the Undertaking); and

WHEREAS, the Fayetteville VAMC has determined the Undertaking will have an adverse effect on Building 8, a contributing element in the National Register-listed Fayetteville Veterans Administration Hospital Historic District; and

WHEREAS, the Fayetteville VAMC has consulted with the North Carolina State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. §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), the Fayetteville VAMC 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);

NOW, THEREFORE, the Fayetteville VAMC, and the North Carolina 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

The Fayetteville VAMC shall ensure that the following measures are carried out:

I. HISTORIC DOCUMENTATION

- A. Prior to the initiation of demolition, the Fayetteville VAMC will record the existing conditions of Building 8 and any other historic properties within the Undertaking's Area of Potential Effects, which includes: the Main Building (No. 1); the Service Building (No. 3) and the Laundry Building (No. 10), in accordance with the attached Historic Structures and Landscape Recordation Plan (Appendix A).
- B. The results of the recordation will be submitted to the North Carolina SHPO in advance of any work taking place. The North Carolina SHPO shall have fifteen (15) days from receipt of the materials to review and comment. If no comments are received by the

Fayetteville VAMC after the 15 days, work may commence.

- C. The Fayetteville VAMC will ensure a copy of the original materials associated with this documentation is provided to the North Carolina SHPO, within six months of this Memorandum of Agreement's (MOA) execution, so there is a permanent record of Building 8 and its setting.

II. DESIGN AND CONSTRUCTION OF D-WING EXPANSION

- A. The Fayetteville VAMC shall design structural and emergency egress systems for the expansion of Building 1 and all future additions to support multi-floor vertical expansion and avoid unnecessary demolition of additional contributing resources in the historic district.
- B. The architectural design elements of the D-wing expansion of Building 1 should be contemporary and compatible with surrounding contributing elements.
- C. Architectural plans for the expansion of the D-wing of Building 1 will be submitted to the NC SHPO for review and comment at each of the design phases.

III. MASTER PLANNING

The Fayetteville VAMC will develop a campus master plan for the Fayetteville VAMC that emphasizes the significance of and need to preserve the remaining historic buildings and landscape. It shall:

- A. Assess potential impacts of the new Fayetteville VAMC Health Care Center on the campus.
- B. Assesses the impacts and restrictions for expansion in a landlocked campus.
- C. Create a twenty-year plan for the expansion of large and small scale facilities.
- D. Anticipate future needs of patient and support vehicle access.
- E. Plan for the potential construction of a multi-level parking deck.
- F. Ensure future plans for facilities preserve historic view sheds and tree canopies of the historic campus.
- G. Outline proposed treatment measures for the continued maintenance of contributing elements on the Fayetteville VAMC Health Care Center campus.
- H. Master plans will be submitted to the NC SHPO for review and comment.

IV. TRAINING

- A. The Fayetteville VAMC will coordinate with the North Carolina SHPO and the Advisory Council on Historic Preservation to plan and execute Section 106 training for Fayetteville VAMC planning, engineering and maintenance personnel within six months of this MOA's execution. The Fayetteville VAMC may consult with the North Carolina SHPO regarding the location, speakers and subject matter for the training.

V. DISPUTE RESOLUTION

Should the North Carolina SHPO object at any time to the documentation, proposed actions or the manner in which the terms of this MOA are implemented, the Fayetteville VAMC shall consult with the North Carolina SHPO to resolve the objection. If the Fayetteville VAMC determines that such objection cannot be resolved, the Fayetteville VAMC will:

- A. Forward all documentation relevant to the dispute, including the Fayetteville VAMC's proposed resolution, to the ACHP. The ACHP shall provide the Fayetteville VAMC 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 Fayetteville VAMC shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and North Carolina SHPO and provide them with a copy of this written response. The Fayetteville VAMC 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 Fayetteville VAMC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Fayetteville VAMC shall prepare a written response that takes into account any timely comments regarding the dispute from the North Carolina SHPO to the MOA, and provide them and the ACHP with a copy of such written response.
- C. It is the responsibility of the Fayetteville VAMC to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VI. DURATION

This MOA will be effective upon the signatures of the parties, and filing with the ACHP. It will remain in effect until its stipulations of the MOA are carried out.

VII. 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.

VIII. 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 IV, 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 Fayetteville VAMC 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. The Fayetteville VAMC shall notify the North Carolina SHPO as to the course of action it will pursue.

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

AGREED:

Fayetteville Veterans Administration Medical Center

Date: _____
Elizabeth Goolsby
Director, Fayetteville Veterans Administration Medical Center

North Carolina State Historic Preservation Officer

Date: _____
Kevin Cherry, Ph.D.

FILED:

Advisory Council on Historic Preservation

Date: _____