MEMORANDUM OF AGREEMENT

AMONG

VETERANS AFFAIRS MEDICAL CENTER (VAMC)
MARION, ILLINOIS

THE

ILLINOIS STATE HISTORIC PRESERVATION OFFICE (ISHPO)

AND THE

ADVISORY COUNCIL ON HISTORIC PRESERVATION (ACHP)

REGARDING THE

VAMC MARION PROJECT NO. 657-343
MENTAL HEALTH BUILDING

WHEREAS, the VAMC plans to consolidate Behavioral Health Medicine functions into one location at the VAMC, including moving mental health services out of Building 8 and other locations on campus and offsite facilities; and

WHEREAS, the undertaking consists of constructing a new 25,241 square feet, two (2)-story building for Behavioral Medicine Services including examination rooms, psychological rooms, therapy rooms, group meeting rooms, doctor's offices, staff work spaces and mechanical penthouse to support VAMC Behavioral Medicine program; and

WHEREAS, the VAMC commenced construction of the Mental Health Building prior to concluding consultation pursuant to the provisions of 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, VAMC has defined the undertaking's area of potential effect (APE) as the VA Medical Center Historic District; and

WHEREAS, VAMC has determined that the undertaking may have an adverse effect on the existing contributing buildings, landscape and outdoor improvements which are listed in the National Register of Historic Places, and has consulted with the ISHPO 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, VAMC invited following tribes to consult: The Delaware Nation; Iowa Tribe of Kansas and Nebraska; Iowa Tribe of Oklahoma; Preoria Tribe of Indians of Oklahoma; Sac and Fox Nation of Missouri; Sac and Fox Nation of Oklahoma; Sac and Fox Nation of Mississippi in Iowa. Five (5) did not respond and two (2) declined to participate (The Delaware Nation and Peoria Tribe of Indians of Oklahoma); and

WHEREAS, in accordance with 36 C.F.R. part 800.6(a)(1), VAMC has notified the ACHP of its adverse effect determination with specified documentation and the ACHP has chosen to participate in the consultation pursuant to 36 CFR part 800.6(a)(1)(iii); and

WHEREAS, VAMC no longer plans to demolish Building 8 for which it initiated consultation separately from this undertaking; and

NOW, THEREFORE, VAMC, ACHP and the ISHPO 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

I. VAMC shall ensure that the following measures are carried out:

A. Historic Preservation Architect: VAMC will engage the services of a Historic Preservation Architect (HPA). VAMC will recruit for this position and retain the services of a consultant if a qualified HPA cannot be hired. The HPA will meet the Secretary of Interior's Professional Qualifications for Architect, 48 C.F.R. 44716, Sept. 1983. The HPA will assist in carrying out the following stipulations.

B. Historic Preservation Plan: VAMC will complete a Historic Preservation Plan (HPP) which will establish guiding principles for any additional construction or renovation on the Marion Campus in collaboration with ISHPO and ACHP. The HPP will include long-term planning for the development, conservation, and preservation of historic resources. VAMC will provide a Statement of Work (SOW) including timelines for completion of the HPP for ISHPO to comment within three (3) months of the execution of this MOA. The VAMC will provide a draft HPP for ISHPO review and comment and take ISHPO comments into account prior to acceptance of the final document.

C. Annual Planning Consultation: VAMC will invite ISHPO and ACHP to an annual meeting or consult more frequently as needed in the master planning for the campus. This will occur before the final submission of the Strategic Capital Investment Plan (SCIP) to assure review and consultation on the master plan's impact on historic assets. VAMC will submit an overview of the master plan by updating the master plan presented to ISHPO and ACHP during the April 15, 2014

meeting including a written synopsis of timing of Section 106 consultation within one (1) month after execution of this MOA.

D. Documentary Report: A documentary report of the history of the VAMC will be developed within two (2) years of the execution of this MOA. The documentary report will be prepared in collaboration with ISHPO and ACHP. The report will capture the administrative and physical history of the development of VAMC including the reasons for Egyptian Revival design, the mission and the chronological sequence of building construction. Once completed, a digital PDF file on a gold CD will be sent to the VHA library on campus, the Marion City Library, the Illinois State Library, and the Abraham Lincoln Presidential Library and Museum. The documentary will include information about the development and history of the VAMC and its historical contribution to the region.

E. Rehabilitate Building 8: VAMC is agreeable to pursuing the feasibility of retaining and renovating Building 8. VAMC's intent is to establish this building as an education center with a library and "museum" documenting the history of the VAMC and its contribution to southern Illinois. VAMC will cease the ongoing consultation to demolish Building 8 and initiate consultation to adaptively use Building 8, no later than 90 days after the execution of this MOA.

F. Programmatic Agreement: Once the HPP is finalized, the VAMC will initiate the consultation for a PA that implements the HPP.

G. Mental Health Building: Plans for the exterior of the building in the current design will be submitted to ISHPO for comment to ensure adherence to the Secretary of the Interior's Standards for Rehabilitation (36 CFR part 68).

II. Duration

This MOA will terminate if its terms are not carried out within three (3) years from the date of its execution. Prior to such time, VAMC may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

III. Post-Review Discoveries

If potential historic properties are discovered or unanticipated effects on historic properties found, the VAMC shall initiate consultation pursuant to C.F.R. 800.13 and present a discovery and mitigation plan to ISHPO and ACHP for concurrence.

IV. Monitoring and Reporting

Each quarter following the execution of this MOA until it expires or is terminated, VAMC 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 VAMC's efforts to carry out the terms of this MOA.

V. 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, VAMC shall consult with such party to resolve the objection. If VAMC determines that such objection cannot be resolved, VAMC will:

A. Forward all documentation relevant to the dispute, including the VAMC's proposed resolution, to the ACHP. The ACHP shall provide VAMC with advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, VAMC 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. 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, VAMC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, VAMC 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. VAMC'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.

VI. 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 the last signatory signed. The amendment will be filed with the ACHP no later than 2 weeks after all signatories signed the amendment.

VII. 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 VIII, 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, VAMC must either (a) execute an MOA pursuant to 36 CFR part 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR part 800.7. VAMC shall notify the signatories as to the course of action it will pursue.

VIII. Availability of Funds

This agreement is subject to the Anti-Deficiency Act (31 U.S.C. Section 1341). VAMC's responsibilities under this Agreement are contingent upon the availability of appropriated funds from which payment, if any, can be made. Execution of this MOA by the VAMC, the ISHPO and the ACHP and implementation of its terms evidence that VAMC has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

UNITED STATES DEPARTMENT OF VETERANS AFFAIRS

Signed by: _____ 7/18/14 Date: _____

for DONALD H. HUTSON, FACHE

VAMC MARION HEALTHCARE SYSTEM DIRECTOR

ILLINOIS HISTORIC PRESERVATION OFFICER

Signed by: _____ Date: 7-29-14

ANNE HAAKER

DEPUTY STATE HISTORIC PRESERVATION OFFICER

ADVISORY COUNCIL ON HISTORIC PRESERVATION

Signed by: _____ Date: _____

JOHN M. FOWLER

EXECUTIVE DIRECTOR