PROGRAMMATIC AGREEMENT
AMONG THE DEPARTMENT OF VETERANS AFFAIRS, THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE OHIO STATE HISTORIC PRESERVATION OFFICE, CAMP SHERMAN, INC., THE HOPEWELL CULTURE NATIONAL HISTORICAL PARK, VFW POST 108, AND THE ROSS COUNTY VETERANS COUNCIL
FOR IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN
FOR THE VETERANS AFFAIRS MEDICAL CENTER, CHILLICOTHE, OHIO

WHEREAS in 2008 the Department of Veterans Affairs Medical Center at Chillicothe, Ohio (VAMC Chillicothe) prepared a master plan to achieve the following goals:

- Improve access to the North Circle facilities for patients, visitors, staff, and materials;
- Improve the quality of clinical care for Veterans, while increasing patient convenience and decreasing transportation costs;
- Augment the mission of the Department of Veterans Affairs by providing:
    - 100% private patient room for Medical Surgery
    - 70% private rooms for Domiciliary care
- Overcome the deficiencies and limitations to the adequate delivery of modern health care found in several individual buildings on the North Circle;

WHEREAS since 2008 VAMC Chillicothe determined that revisions to and variations from the master plan are necessary in order to achieve its goals in view of funding availability and other changing circumstances; and

WHEREAS the plan and its revisions as of the date of this agreement embrace the actions outlined in Appendix A, titled VA Chillicothe Medical Center, Campus Master Plan Study and dated January 2008, and Executive Summary, Implementation of the Chillicothe VAMC Revised Master Plan Statement of Actions, dated September 2014 (Revised Master Plan); and

WHEREAS VAMC Chillicothe proposes to implement the Revised Master Plan as outlined in Appendix A and summarized in Appendix B; and

WHEREAS VAMC Chillicothe has completed some of those projects outlined in Appendix B; and

WHEREAS the VAMC Chillicothe campus is historically significant for at least the following reasons:

- As a relatively intact example of "2nd generation" VA medical center architecture (National Register of Historic Places (NRHP) nomination 2011 [Appendix C]);
- As part of the site of Camp Sherman during World War I (NRHP nomination 2011 [Appendix C]);
- As the site of earlier farming and residential activity; and
- As the site of ancestral Native American occupation and possible earthwork construction; and

WHEREAS the National Park Service (NPS) listed Chillicothe VA Hospital Historic District (HD) in the NRHP on March 12, 2012; and

WHEREAS the VA Chillicothe campus golf course is under a long-term lease, is not under the control of VAMC Chillicothe, and is specifically not included as part of this Undertaking or agreement;

WHEREAS for the purposes of this Programmatic Agreement (PA) the VAMC Chillicothe campus is understood to comprise the following areas, as represented in the map comprising Appendix D:

- Main Hospital Building (Building 31)
- North Circle (Buildings 24, 26, 27, 30, 210, and 211)
- Taft and Griffith Circles (Buildings 1, 2, 3, 4, 5, 6, 7,8, 9, 10, 11, 28, and 212)
- Residences (Buildings 12-17)
- Dobson Circle (Building 35)
- Engineering/Greenhouse Area (Buildings 19,20, 21, 22, 23,25, 36, T-41, T-42, 52, 218, 259, T-233)
- Noncontributing Buildings and Structures (19, T-42, T-228, T-236, 244, 247, 250, 251, 252, 255, 256, 259, 297, 302, 310, 311, 312, 313, 314, 315, C, D, E, F, G)
- The pastoral landscape and campus setting, identified in the NRHP nomination as noncontributing to the HD's significance; and

WHEREAS the VA Office of Asset Enterprise Management has initiated an Enhanced-Use Lease (EUL) for specific targeted locations on the campus that is an independent Undertaking and separate from implementation of the Revised Master Plan, and this project has been reviewed independently per 36 CFR Part 800; and

WHEREAS the EUL developer has declined to reuse any extant building on the VAMC Chillicothe campus; and

WHEREAS VAMC Chillicothe invited the Advisory Council on Historic Preservation (ACHP); the Ohio State Preservation Office (SHPO); the Hopewell Culture National Historical Park (NPS-HCNHP); the Delaware Nation; the Delaware Tribe of Indians; the Absentee Shawnee Tribe of Indians of Oklahoma; the Eastern Shawnee Tribe of Oklahoma; the Miami Tribe of Oklahoma; the Ottawa Tribe of Oklahoma; the Seneca-Cayuga Tribe of Oklahoma; the Shawnee Tribe; the Wyandotte Nation of Oklahoma; Veterans In Transition, Inc.; Camp Sherman, Incorporated; the Ross County Board of Commissioners; Ross County, Ohio VSOs; Ross County Veterans Council; Ross County Historical Society; American Legion Posts 62 and 757; AMVETS Post 4; Veterans of Foreign Wars (VFW) Post 108; Native American Indian & Veterans Center, Inc.; and Adena Core; to participate in this consultation;

WHEREAS the ACHP, SHPO, Camp Sherman, Inc., NPS-HCNHP, VFW Post 108, the Ross County Veterans Council, Adena Core, and the Eastern Shawnee Tribe of Oklahoma elected to participate in consultation at some point (consulting parties);

WHEREAS VAMC Chillicothe, in consultation with consulting parties, has determined that implementation of the Revised Master Plan will have adverse effects on the Chillicothe VA Hospital Historic District; and

WHEREAS VAMC Chillicothe has consulted with the consulting parties to seek ways to resolve these adverse effects, in accordance with 36 CFR Part 800 implementing Section 106 of the National Historic Preservation Act (NHPA); and

WHEREAS at the direction of the ACHP, VAMC Chillicothe has determined that implementation of the Revised Master Plan, given its complex nature, should be the subject of a Programmatic Agreement under 36 CFR § 800.14(a)(3);

WHEREAS this agreement is subject to the Anti-Deficiency Act (31 U.S.C. Section 1341). VA's responsibilities under this agreement are contingent upon the availability of appropriated funds from which payment, if any, can be made. Should funds not be available to allow VA to meet is responsibilities, VA 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;

NOW, THEREFORE, it is mutually agreed that VAMC Chillicothe will implement the following measures to resolve such adverse effects of implementing the Revised Master Plan:

STIPULATIONS

I. General Provisions

a. In implementing the Revised Master Plan, and in future planning at VAMC Chillicothe, including any future Master Planning efforts, VAMC Chillicothe will adhere to the following principles insofar as they are consistent with the overall VAMC mission:
   1. Identify, recognize, and seek to preserve those aspects of the campus' architecture and design that symbolize its mission and history and that honor the service of Veterans;
   2. Recognize that the pastoral landscape, campus setting, and spacing of the buildings are integral historic elements of the facility;
   3. Preserve the visual and architectural character of the North Circle and Griffith Circle;
   4. When VA determines it is practical to do so, ensure that new construction is consistent with the Secretary of Interior's *Standards for Rehabilitation,* is designed to harmonize with the existing architecture, and preserve the visual character of the front of Building 31, the North Circle and Griffith Circle, while meeting the health care needs of Veterans and their families;
   5. Strive to make the campus more friendly to pedestrians and the disabled, including enhancing parking facilities;
   6. Strive to memorialize Veterans and their service to the nation;
   7. Preserve the health of the existing tree cover;
   8. Cooperate with other agencies and historically oriented non-profit organizations, including, but not limited to, the National Park Service and Camp Sherman, Inc., in preserving and interpreting the area's history; and
   9. Shall seek to engage Native American tribes having ancestral ties to the area in preserving and interpreting their history and culture.

b. VAMC Chillicothe will develop and implement a succinct preservation plan providing practical guidance for implementing the preservation principles in Stipulation I.a.
   1. VAMC Chillicothe will take into consideration the comments made by all Consulting Parties during the development of this Programmatic Agreement in drafting the preservation plan.
   2. In drafting this preservation plan, VAMC Chillicothe will use the draft Recommended Guidelines for the Content and Structure of Historic Preservation Plans For Veterans Affairs Medical Centers, National Cemeteries, and Other Department of Veterans Affairs

Facilities that currently is being developed by the VA Historic Preservation Office (Appendix E).

3. VAMC Chillicothe will develop this plan within six months of execution of this PA.
4. VAMC Chillicothe will provide 30 days for the SHPO to review and comment on the draft historic preservation plan. VAMC Chillicothe will consider these comments prior to finalizing the document.
5. VAMC Chillicothe will post the final document on the VAMC Chillicothe website.
6. VAMC Chillicothe will establish internal procedures to ensure that the finalized preservation plan is used in planning and implementing any future planning, Major and Minor projects, non-recurring and routine maintenance, and other activities having the potential to affect the campus and its historic properties.

c. Prior to demolishing, mothballing, or significantly altering any building or structure identified as contributing to the historic district, VAMC Chillicothe will ensure that it is documented in accordance with Appendix F.

d. VAMC Chillicothe will consult with SHPO, ACHP, or other Consulting Parties regarding renovations only of those interior spaces listed below, all others having lost architectural integrity:
   - the lobby of Building 31,
   - the auditorium in Building 9,
   - the whole of the Mace House.

   VAMC Chillicothe may alter any other interior space on the campus so long as the renovation is in keeping with VA's overall mission to provide healthcare to Veterans and does not impede the viewshed of campus contributing elements.

e. VAMC Chillicothe may alter or replace any windows on campus buildings that have been replaced in past projects, so long as the replacements are similar to the original historic windows in design, and where possible, materials. VAMC Chillicothe will include a summary of window replacements in the annual reports described in Stipulation XV.e.

II. Main Hospital Building (Building 31)

a. VAMC Chillicothe will continue to modernize the main hospital building by adding clinical space, adding to the Nuclear Medicine and Radiology departments; expanding facilities for surgery, endoscopy, cardiology, and acute inpatient treatment; adding new mental health and primary care units, and other modifications as needed.

b. These renovations must be driven by modern hospital functions, but, as noted above in Stipulation I.a, VAMC Chillicothe will ensure that any additions to the building exterior are made to the rear side of Building 31 in order to preserve the flagpole area and the front of the main hospital building.

c. VAMC Chillicothe will preserve the significance of the flagpole area in front of Building 31 in accordance with the principles outlined in Stipulation I.a.

III. North Circle (Including Buildings 24, 26, 27, 30, 210, and 211)

a. VAMC Chillicothe will preserve the North Circle parade ground to the extent feasible but may modernize the buildings it includes.

1. VAMC Chillicothe will ensure that renovations and/or additions match the character of the extant historic architecture of buildings around the North Circle wherever possible, and will use either matching materials or materials similar in appearance.

2. VAMC Chillicothe will strive to preserve the North Circle parade ground, a contributing element to the historic campus; however, an emergency access fire lane will be created along the outside of the parade ground along the alignment of existing pathways.

IV. Taft and Griffith Circles (Including Buildings 1, 2, 3, 4, 5, 6, 7,8, 9, 10, 11, and 28)

a. VAMC Chillicothe will preserve the visual and architectural integrity of Griffith Circle by implementing measures including but not limited to:
   1. Ensuring that rehabilitation of existing buildings on Griffith Circle is consistent with the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (36 CFR 67);
   2. Seeking to secure funding to maintain buildings along Griffith Circle that are not in use, except for Buildings 2 and 6.
      (a) If this funding is received, securing the exterior envelopes of these buildings, following either National Park Service standards for mothballing (NPS Preservation Brief 31) or comparable procedures for securing buildings during periods of disuse.
      (b) Informing the SHPO if buildings on Taft and Griffith Circle are projected to be vacant longer than 12 months or if 12 months have passed without use of such a building.
   3. Notwithstanding the above, VAMC Chillicothe may demolish Buildings 2 and 6 with no further review under Section 106 of the National Historic Preservation Act.

b. VAMC Chillicothe may demolish Buildings 10, 11, and 28 to construct new surface parking construction in the vicinity. VAMC Chillicothe will seek to minimize any potential adverse effects of new construction on Griffith Circle and the parade ground by:
   1. Carrying out new construction of parking lots in the vicinity of Buildings 10, 11, and 28 in in accordance with the Principles outlined in Stipulation I.a, with the aim of ensuring that the size, scale, massing, and materials are in keeping with the Preservation Principles delineated in Stipulation 1.a, and the overall historic character of the campus.
   2. Ensuring that parking lot elements, such as curbs, lighting, paving, and landscape elements are consistent with the campus as a whole and with the Preservation Principles outlined in Stipulation I.a.

V. Residences (Buildings 12-17)

a. Prior to changing the uses of Buildings 12-17 (Residences) or demolishing any of these buildings, VAMC Chillicothe will:
   1. Explore options for adaptive use, in consultation with the other parties to this PA and the VA Office of Asset Enterprise Management. Adaptive use must be consistent with the mission of the VAMC, and may include but is not limited to:
      - Use by private developer identified locally or by the VA Office of Asset Enterprise Management;
      - Leasing under Section 111 of NHPA;
      - Use by NPS, local Veterans Service Organizations, and/or Camp Sherman, Inc.; and/or
      - Use as non-residences in support of the VAMC Chillicothe including but not limited to a department or support services, museum, genealogy center, or other repository for historical materials.
   2. VAMC Chillicothe may seek avenues for adaptive reuse by means including, but not limited to, newspaper advertisements; public meetings and/or notices; social media;

letters to Consulting Parties and/or business interests in the local community; and, speaking to local educational institutions.

3. VAMC Chillicothe will provide documentation of these and previous efforts to find adaptive uses for the Residences to all Consulting Parties in the annual reports described in Stipulation XV.e.

b. Should such exploration not produce a feasible alternative use that is in keeping with the VAMC's mission for one or all Residences within 24 months after the initiation of such exploration, VAMC Chillicothe may demolish such Residence(s). In preparing for such demolition, VAMC Chillicothe will:

1. Notify the Consulting Parties by email and SHPO by paper mail;
2. Allow Consulting Parties 30 days to respond to its notification;
3. Take into account all suggestions regarding the intent to demolish; and
4. Document the building(s) to be demolished in accordance with Appendix F.
5. While VA seeks funding for such demolitions, it will continue to consider, though not actively seek, offers for alternative uses.

VI. Engineering/Greenhouse Area (Buildings 19,20, 21, 22, 23, 25, 36, T-38, T-40, T-41, T-42, T-51, 52, 218, 259, T-233)

VAMC Chillicothe may demolish, modify, and replace buildings in the Engineering/Greenhouse Area without further review by the other parties to this PA, provided VAMC ensures that the Preservation Principles outlined in Stipulation I.a., the standards outlined in Appendix F, and the procedures outlined in Stipulation VIII (buried resources) are followed.

VII. History-Based Enhancements

a. In coordination with local groups such as Camp Sherman, Inc., Veterans Service Organizations, area historical societies, and local educational institutions, and with consideration to funding availabilities, VAMC Chillicothe will develop a program to memorialize the service of Veterans and the role of the VAMC Chillicothe campus in American history. This program may include, but is not limited to:

1. Historic, cartographic, and photographic materials documenting both Camp Sherman and the construction of the VAMC campus.
2. Oral history interviews, digitization of service records, and genealogical investigations.
3. Archeological investigations and photo documentation.
4. A website, and/or making materials available for posting on the VAMC Chillicothe Facebook page or in other social media. If selected as part of the enhancement program, this site will be active within 18 months of the first annual report.
5. Notifying patients of the program at least annually.
6. At least one public display for placement in the primary lobby of Buildings 9, 60, 211, or 252. This display will be installed by November 11, 2016.
7. Publicizing the program in campus celebrations and public spaces. At a minimum, this will occur each November.

b. VAMC Chillicothe will outline the program in a letter to all Consulting Parties within six months of execution of this agreement. VAMC Chillicothe will invite comments from all Consulting Parties on the outline for a period not to exceed 30 days following distribution. VAMC Chillicothe will consider these comments prior to finalizing the outline. VAMC Chillicothe will update the outline and note progress made toward stipulation fulfillment in the first progress report to Consulting Parties as described in Stipulation XV.e, following execution of this PA. This

outline will include a schedule and points of contact for implementation of the program. Thereafter, VAMC Chillicothe will report program actions in each subsequent progress report.

c. VAMC Chillicothe will not demolish the Residences until the size, scope, and schedule for the program outline described in Stipulation VII has been reported to Consulting Parties and accepted by the VA FPO. VAMC Chillicothe will not reuse numeric campus designations of buildings that have been demolished.
d. VAMC Chillicothe will continue to design and construct pedestrian walkways to encourage appreciation for the historic pedestrian nature of the campus.

VIII. Buried Resources

a. VAMC Chillicothe will undertake a complete study of the VAMC Chillicothe campus greenspace that has not previously been archeologically surveyed to identify the presence or absence of buried historic resources, including but not limited to Native American earthworks, residential and burial sites, any remnants of Camp Sherman, and any remnants of earlier occupation and use of the land.
    1. Greenspace is understood to mean land that is not in use or covered by buildings or structures. The golf course, as noted above, is not under the control of VAMC Chillicothe, and is not subject to this stipulation.
    2. VAMC Chillicothe will notify all Consulting Parties and the Delaware Nation, who have requested notification of fieldwork, of archeological investigations at least three weeks prior to the initiation of fieldwork. This notification may occur by conference call, email, or paper mail.
    3. VAMC Chillicothe will initiate this study following execution of the PA and complete this study within five (5) years of execution of this PA.
b. VAMC Chillicothe will forward draft copies of the survey plans to all Consulting Parties for comment prior to fieldwork. VAMC Chillicothe will take comments from Consulting Parties for 30 days. VAMC Chillicothe will take into account all timely comments prior to finalizing the study. This study will include some combination of but not limited to the following elements:
    - Light Detection and Ranging (LIDAR)
    - Magnetometry
    - Other remote sensing
    - Field inspection in cooperation with Camp Sherman Inc. and interested veterans
    - Field investigations, including pedestrian survey and shovel testing
    - Preparation of appropriate reports.
c. VAMC Chillicothe will invite interested Consulting Parties to participate in field investigations to the extent feasible.
    1. Participants will be supervised by persons who meet the Secretary of the Interior's Professional Qualification Standards for Archaeology (http://www.cr.nps.gov/local-law/Prof_Qual_83.htm).
    2. VAMC Chillicothe will use interested Consulting Parties in field inspections and laboratory processes to the extent feasible, however, VAMC Chillicothe may proceed with field investigations without Consulting Party participation.
d. Recovered artifacts will be curated or repatriated.
    1. VAMC Chillicothe will comply with the Native American Graves Protection and Repatriation Act (NAGPRA) and its implementing regulations (43 CFR 10) or with a Plan

of Action developed by VAMC Chillicothe in consultation with the Eastern Shawnee Tribe of Oklahoma in accordance with 43 CFR 10.3(c).

2. VAMC Chillicothe will retain archaeological resources as defined in the Archaeological Resources Protection Act (ARPA) in federal ownership unless they are repatriated in accordance with paragraph 1 above, and will ensure that they are curated in accordance with 36 CFR Part 79.
3. Items associated with Camp Sherman will remain the property of VA and the Chillicothe VAMC; however, VAMC Chillicothe may loan such items to local educational and research organizations, including but not limited to Camp Sherman, Inc.

e. Following execution of this PA and until such study is complete, VAMC Chillicothe will undertake site-specific studies of any VAMC Chillicothe projects where ground disturbance is proposed. VAMC Chillicothe will ensure that such site-specific studies are consistent with research designs and scopes of work developed in accordance with Stipulation VIII.a.

f. If any buried historic resources will be disturbed by VAMC Chillicothe activities or the activities of any lessor or other party that has an agreement with VAMC Chillicothe to use the lands of VAMC Chillicothe, then in consultation with the parties to this agreement and subject to Stipulation XIV of this PA, VAMC Chillicothe will determine the appropriate treatment of such resources, in accordance with the requirements of Section 110(b) of the National Historic Preservation Act, the Archaeological and Historic Preservation Act (AHPA), and NAGPRA, and implement such treatment prior to and/or in coordination with such VAMC Chillicothe activities.

g. VAMC Chillicothe will draft results of fieldwork completed under this stipulation for publication, and will distribute the draft of this publication of the archeological survey within six (6) months of the end of all fieldwork. VAMC Chillicothe will accept comments on this publication for thirty (30) days from the date of distribution. If comments are received, VAMC Chillicothe will take them into consideration before finalizing this publication. VAMC Chillicothe will publish the results of archeological investigations within three (3) months of the end the comment period, while maintaining the confidential nature of site location.
    1. This publication may be in the local newspaper, www.chillicothe.va.gov, social media, Ohio Archaeology Month, or other means.
    2. SHPO will cooperate with VAMC Chillicothe in publishing archeological updates by jointly submitting manuscripts and information for posting on the Ohio Archaeological Council's digital journal, for use in preparing the Ohio Archaeological Month poster, recommending papers for presentation at the Ohio Archaeological Council meetings, or other practical measures that are reasonably within SHPO's capabilities.

IX. TREATMENT OF HUMAN REMAINS

a. If human remains are uncovered in the course of construction, landscaping, maintenance or other activities, VAMC Chillicothe will stop work immediately within 100 feet of the discovery.

b. VAMC Chillicothe will require that the ACHP's 2007 "Policy Statement Regarding Burial Sites, Human Remains, and Funerary Objects" or any subsequent Policy Statements that are issued after the execution of this PA are considered, and will comply with the relevant requirements of NAGPRA if the human remains appear to be Native American.

c. If human remains are uncovered and are determined to be non-Native American, VAMC Chillicothe generally will follow the procedures outlined in the Ohio State Historic Preservation Office's *Policy Statement on Treatment of Human Remains*. The local law enforcement officials will assess the nature and age of the human remains. If the coroner determines that the human remains are older than 50 years of age and are not a crime scene, the VAMC Chillicothe will ensure that the notice of the discovery required by Ohio State

Historic Preservation Office's *Policy Statement on Treatment of Human Remains* is given to the SHPO by contacting the Archaeological Reviews Manager at 614-298-2000 within 72 hours of the determination. Following the notification, VA will coordinate with SHPO to administer the remainder of the requirements of the law including but not limited to permits for excavation and disposition of the human remains.

X. PERSONNEL AND CONTRACTOR TRAINING

a. VAMC Chillicothe will ensure that key Engineering personnel including but not limited to the Chief Engineer and the Assistant Chief Engineer complete Section 106 training administered by the VA Federal Preservation Office, the SHPO, or the ACHP.
b. VAMC Chillicothe will develop a brief training program for contractors and lessees about the historic significance of the campus and the potential for buried resources at the campus.
    1. This training program will include:
        - Understanding and applying the principles set forth in Stipulation I.a;
        - Application of the Secretary of the Interior's *Guidelines and Standards for the Treatment of Historic Properties*;
        - Responsibilities for the identification and treatment of buried resources;
        - Responsibilities under the preservation plan and under the NHPA.
c. Once the program has been finalized, VAMC Chillicothe will ensure that all contractors and lessees participate in the training program prior to initiation of construction or ground disturbance. Following finalization of the training program, VAMC Chillicothe will conduct training for all contractors already at work on campus.
d. VAMC Chillicothe will include language as needed in job descriptions and contracts, delineating staff and contractor obligations on the following topics: the historical significance of the buildings, structures, and landscape elements of the campus; the presence of known archeological sites and the potential for additional sites; the types of archeological resources likely to be present on campus; and, the process to notify VAMC Chillicothe Engineering staff if historic resources are encountered unexpectedly.
e. Training conducted for contractors, personnel, and lessees will be reported in the annual progress report noted in Stipulation XV.e.

XI. FUTURE PLANNING

a. VAMC Chillicothe will invite the SHPO and all other Consulting Parties to this agreement to participate in future Master Planning processes at the campus; this future Master Planning may commence as soon as 2015.
    1. VAMC will ensure that future planning is guided by the principles outlined in Stipulation I.a and be consistent with the provisions of this PA, unless amended.
b. During VAMC's annual identification of needs/project requests for submission to Veterans Integrated Service Network 10 (VISN 10), VAMC Chillicothe will make available to Consulting Parties a preliminary list of such projects, and will take Consulting Party comments into account in finalizing its list of projects for submission to VISN 10.
    1. VAMC Chillicothe will provide a copy of the preliminary list to SHPO by paper mail.
c. Following the annual submission of projects needing funding to VISN 10, and prior to the submission of requests for funding to the United States Congress, VAMC Chillicothe will either carry out the relevant requirements of this Programmatic Agreement or of 36 CFR 800 § 800.3 through 800.8, as applicable.

XII. POST-REVIEW DISCOVERIES

a. If possible historic properties are discovered or unanticipated effects on historic properties are found during construction, maintenance, landscaping or other activities, VAMC Chillicothe will follow the requirements of 36 CFR § 800.13 and, as applicable, NAGPRA.

XIII. DISPUTE RESOLUTION

a. Should any party to this PA object to the implementation of the provisions of this PA, it will notify in writing the VAMC Chillicothe, which will seek to resolve such objection through consultation.
b. If the dispute cannot be resolved through consultation within 60 days, the Parties will forward all documentation relevant to the dispute to the ACHP, including any proposed resolution identified during consultation. Within 30 days after receipt of all pertinent documentation, the ACHP may:
    1. Provide VAMC Chillicothe with recommendations to take into account in reaching a final decision regarding the dispute; or
    2. Notify VAMC Chillicothe that it will comment pursuant to 36 CFR §800.7(c) with reference to the subject of the dispute.
c. If the ACHP does not provide VAMC Chillicothe with recommendations within 30 days, VAMC Chillicothe may assume that the ACHP does not object to its recommended approach and will proceed accordingly.
d. Any recommendation provided by ACHP will pertain only to the subject of the dispute. The responsibilities of VAMC Chillicothe to fulfill all actions that are not subject of the dispute will remain unchanged.
e. Any dispute regarding NRHP eligibility that is not resolved pursuant to this stipulation will be resolved in accordance with 36 CFR §800.4(c)(2).

XIV. RESOLUTION OF OBJECTIONS BY THE PUBLIC

a. At any time during the implementation of this PA, should a member of the public raise an objection pertaining to any measure or its implementation, the VAMC Chillicothe will notify the parties of this PA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this PA to resolve the objection.
b. VAMC Chillicothe will notify SHPO by paper mail.

XV. ADMINISTRATION AND DURATION OF THIS PA

a. The Signatory and Consulting Parties will send and accept receipt of official notices, comments, requests for further information and documentation, and other communications as required by this PA by email unless otherwise noted in this PA.
b. Time designations shall be in calendar days. VAMC Chillicothe may proceed with its schedule if comments not received within the specified timeframes.
c. The VAMC Chillicothe Director shall designate a VAMC Chillicothe personnel position to serve as a Point of Contact for implementation of this Programmatic Agreement (POC). This person shall also serve as the Point of Contact for SHPO consultation. Contact information for this individual will be provided by email to the Consulting Parties and SHPO within 30 days of the execution of this PA and updated with every progress report as described in Stipulation XV.e.
d. This PA will become effective immediately upon signature by all Signatory Parties. A copy of the executed PA will be provided to all Signatory Parties and Consulting Parties.
e. VAMC Chillicothe shall provide progress reports to all Consulting Parties which will be submitted six months after this agreement is executed, then every 12 months from the date of execution of this PA. These reports will include a relative schedule of mitigation measures and updates on such subjects as locating adaptive reuses or lessees for Buildings 12-17; design decisions regarding the additions to buildings on the North Circle; planning decisions for parking areas; development of the preservation plan; development of programs to memorialize the history of

the campus; progress of archeological investigations; and training for contractors, lessees, and new personnel; scheduling changes; and any comments and/or dispute resolutions.

1. VAMC Chillicothe will submit the progress report by paper mail to SHPO.
2. VAMC Chillicothe will contact SHPO within 30 days of the date the progress report is postmarked to discuss stipulation fulfillment.

f. VAMC Chillicothe will host a meeting between August 1 and August 15, 2016, to discuss implementation of the stipulations of this Programmatic Agreement. VAMC Chillicothe will invite all parties to the agreement to discuss the progress made to date. This meeting will not replace the need for a written annual report as described in XV.e. The Consulting Parties will decide at this meeting if future live meetings are necessary for implementation of the agreement.

g. This PA will remain in effect for 5 years from the date of execution, unless extended by written agreement negotiated by all Signatories. VAMC will consult with all Signatories 60 days before this agreement expires to discuss if an extension of the document is needed. Notice of Extension will be provided to all Consulting Parties.

XVI. AMENDMENT AND TERMINATION

a. Any of the Consulting Parties to this PA may request an amendment. The PA may be amended when such an amendment is agreed to in writing by all Signatory Parties. The amendment shall become effective immediately upon signature by all Signatory Parties and may be executed in counterparts. A copy of the amended PA will be provided to all Signatory and Consulting Parties.

b. The Signatory Parties may terminate the PA by providing a 30-day written notice to the other Signatory Parties provided that the parties consult during this 30 day time frame and seek amendments or other actions to prevent termination. Should consultation fail, the Signatory requesting the termination will notify the other Signatories in writing of the termination within 14 days of termination. Termination of the PA will require VAMC Chillicothe to comply with the regulations as defined by 36 CFR Part 800. This PA may be terminated without further consultation by the execution of a subsequent agreement that explicitly terminates or supersedes this PA.

Execution and Implementation of this PA evidences that VAMC Chillicothe has afforded ACHP a reasonable opportunity to comment on the Undertaking and its effects on historic properties, that VAMC Chillicothe has taken into account the effects of the Undertaking on historic properties, and, therefore that VAMC Chillicothe has satisfied its responsibilities under Section 106 of the National Historic Preservation Act of 1966, as amended, and applicable implementing regulations.

Appendices to this Programmatic Agreement:

A: Campus Master Plan Study
B: Revised Executive Summary
C: NRHP Nomination
D: Campus Areas Map
E: Draft VA Historic Preservation Plan Guidance
F: Documentation Standards

PROGRAMMATIC AGREEMENT
IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN CHANGES OF THE VETERANS AFFAIRS MEDICAL CENTER CHILLICOTHE, OHIO

Signatory:

Advisory Council on Historic Preservation

for _____ Date: 8/24/15

John Fowler, Executive Director

PROGRAMMATIC AGREEMENT
IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN CHANGES OF THE VETERANS AFFAIRS MEDICAL CENTER CHILLICOTHE, OHIO

Signatory:

Ohio State Historic Preservation Officer

Date: 8/21/15

Mark Epstein,
Deputy State Historic Preservation Officer
for Resource Protection and Review

PROGRAMMATIC AGREEMENT
IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN CHANGES OF THE VETERANS AFFAIRS MEDICAL CENTER CHILLICOTHE, OHIO

Concurring Party:

Camp Sherman, Inc.

_____ Date:_____

John Doerres, President

PROGRAMMATIC AGREEMENT
IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN CHANGES OF THE VETERANS AFFAIRS MEDICAL CENTER CHILLICOTHE, OHIO

Concurring Party:

Hopewell Culture National Historical Park (NPS)

_____ Date:_____

Dean Alexander, Superintendent

PROGRAMMATIC AGREEMENT
IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN CHANGES OF THE VETERANS AFFAIRS MEDICAL CENTER CHILLICOTHE, OHIO

Concurring Party:

Ross County Veterans Council

_____ Date:_____
Neil Miller, Vice President

PROGRAMMATIC AGREEMENT
IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN CHANGES OF THE VETERANS AFFAIRS MEDICAL CENTER CHILLICOTHE, OHIO

Concurring Party:

Veterans of Foreign Wars Post 108

_____ Date:_____

Robert Leach, Post Commander

PROGRAMMATIC AGREEMENT
IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN CHANGES OF THE VETERANS AFFAIRS MEDICAL CENTER CHILLICOTHE, OHIO

Concurring Party:

Veterans in Transition, Inc.

_____ Date:_____

Ray Pryor

PROGRAMMATIC AGREEMENT
IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN CHANGES OF THE VETERANS AFFAIRS MEDICAL CENTER CHILLICOTHE, OHIO

Concurring Party:

Eastern Shawnee Tribe of Oklahoma

_____ Date:_____

Glenna Wallace, Chief

PROGRAMMATIC AGREEMENT
IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN CHANGES OF THE VETERANS AFFAIRS MEDICAL CENTER CHILLICOTHE, OHIO

Concurring Party:

Delaware Nation

_____ Date:_____

Kerry Holton, President

PROGRAMMATIC AGREEMENT
IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN CHANGES OF THE VETERANS AFFAIRS MEDICAL CENTER CHILLICOTHE, OHIO

Concurring Party:

Adena Core

_____ Date:_____

Geoffrey Sea

PROGRAMMATIC AGREEMENT
IMPLEMENTATION OF THE REVISED 2008 MASTER PLAN CHANGES OF THE VETERANS AFFAIRS MEDICAL CENTER CHILLICOTHE, OHIO

Signatory:

U.S. Department of Veterans Affairs, Chillicothe VA Medical Center

Wendy Hepker Date: 8/14/15

Wendy J. Hepker, FACHE
Director