

MEMORANDUM OF AGREEMENT

BETWEEN VA CENTRAL IOWA HEALTH CARE SYSTEM (VACIHCS)

AND THE

IOWA STATE HISTORIC PRESERVATION OFFICER

REGARDING THE REMOVAL OF THE CONNECTING CORRIDOR BETWEEN BUILDINGS 1 AND 3 LOCATED ON THE DES MOINES CAMPUS OF VACIHCS

WHEREAS, the VACIHCS plans to carry out the removal of the connecting corridor pursuant to a congressionally approved and funded project; and

WHEREAS, the undertaking consists of removing the connecting corridor between buildings 1 and 3 to build and expand the medical center's Imaging Department; and

WHEREAS, VACIHCS has determined that the undertaking will have an adverse effect on connecting corridor, which is eligible for listing in the National Register of Historic Places, and has consulted with the Iowa 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, VACIHCS has consulted with the Flandreau Santee Sioux Tribe of South Dakota, Iowa Tribe of Kansas and Nebraska, Iowa Tribe of Oklahoma, Lower Sioux Indian Community in the State of Minnesota, Prairie Island Indian community in the State of Minnesota, Sac & Fox Nation of Missouri in Kansas and Nebraska, Sac & Fox Nation, Oklahoma, Sac & Fox Tribe of the Mississippi in Iowa, Santee Sioux Nation, Nebraska, and Upper Sioux Community, Minnesota, for which the connecting corridor might have had religious and cultural significance with no objection; and

WHEREAS, VACIHCS has consulted with American Legion, AMVETS Auxiliary, Daughters of the American Revolution, Disabled American Veterans, Disabled American Veterans Auxiliary, Ladies Auxiliary VWWI, Marine Corps League, Marine Corps League Auxiliary, Military Order of the Purple Heart, paralyzed Veterans of America, Veterans of Foreign Wars, Veterans of Foreign Wars Auxiliary, Vietnam Veterans of America, and WAVES National regarding the effects of the undertaking on historic properties, with no objections; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), VACIHCS 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); and

NOW, THEREFORE, VACIHCS and the 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

VACIHCS shall ensure that the following measures are carried out:

I. VACIHCS will submit an updated Iowa Site Inventory Form (ISIF) to SHPO. SHPO will have thirty (30) days to review and comment. (ISIF was submitted to SHPO on October 17, 2011; we have added some additional historic documentation to the initial ISIF and have included it with this MOA).

II. VACIHCS will construct the 636-101 Imaging Expansion project in accordance with the construction documents/plans dated 02 May 2011, and Addendums administered during solicitation. VACIHCS will submit to the SHPO any significant changes in the project plans for review and comment. The Iowa SHPO will have thirty (30) days from receipt of the plans to provide VACIHCS with comments. If there are concerns that cannot be satisfactorily resolved between VACIHCS and SHPO, the issue resolved in accordance with VII. Dispute Resolution.

III. VACIHCS will develop and implement a plan for the management of historic, archeological, and cultural resources (termed a Historic Preservation Plan or "Plan") for VACIHCS. This Plan will include, but not be limited to the following: Overview, Site History; Identification; Inventory and Evaluation; Maintenance Standards & Schedule; Design Standards; Archeological Survey; and Compliance Procedures. VACIHCS will provide the draft Plan to SHPO and afford SHPO up to thirty (30) days to review and comment on the Plan before implementation.

IV. DURATION

This MOA will be invalid if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, VACIHCS may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

V. POST-REVIEW DISCOVERIES

If human remains or potential historic properties are discovered or unanticipated effects on historic properties found, the VACIHCS shall ensure all work in the vicinity of the discovery ceases. Prior to allowing work to resume, VACIHCS shall ensure that the requirements of 36 CFR 800.13(b) have been met.

VI. MONITORING AND REPORTING

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

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

A. Forward all documentation relevant to the dispute, including the VACIHCS's proposed resolution, to the ACHP. The ACHP shall provide VACIHCS 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, VACIHCS 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. VACIHCS 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; VACIHCS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, VACIHCS 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. VACIHCS'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.

VIII. 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.

IX. 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, VACIHCS 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. VACIHCS shall notify the signatories as to the course of action it will pursue.

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

SIGNATORIES:

VACIHCS

By: Maiz Hedetim Date: 12/30/11
for DONALD C. COOPER
Director

Iowa State Historic Preservation Officer

By: Barbara Mitchell Date: 1/3/2012
Barbara Mitchell
Deputy State Historic Preservation Officer