

**MEMORANDUM OF AGREEMENT  
AMONG THE U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) VETERANS  
INTEGRATED SERVICE NETWORK (VISN) 23 NETWORK OFFICE,  
THE FARGO VA HEALTH CARE SYSTEM (VAHCS), FARGO, NORTH DAKOTA,  
AND THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER (SHPO)  
REGARDING EXPANSION OF FARGO VAHCS BUILDING 9**

**WHEREAS**, the VISN 23 Network Office and the Fargo VAHCS are engaged in a project to Remodel Building 9 and Expand Urgent Care to improve conditions and services for veterans who come for treatment, an undertaking pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) and its implementing regulations (36 C.F.R. part 800); and

**WHEREAS**, the undertaking consists of constructing an addition to provide a new and expanded Emergency Department (ED), an expanded main lobby/reception area, and ancillary support spaces; and, due to the limited amount of available space on the campus, required interior department adjacencies (new ED connected to the existing Radiology/Imaging Service), and the arrangement of underground mechanical and electrical utilities, the only feasible location for the addition is the space north and west of the north side main entrance of Building 9; and

**WHEREAS**, the VISN 23 Network Office and the Fargo VAHCS have defined the undertaking's area of potential effect (APE) in Attachment A; and

**WHEREAS**, this space north and west of Building 9 is the site of the Nurse Quarters, Building 2, a property eligible for the National Register of Historic Places; and

**WHEREAS**, the VISN 23 Network Office and the Fargo VAHCS find that the undertaking will have an adverse effect on a historic property (Building 2) due to its demolition; and

**WHEREAS**, the Advisory Council on Historic Preservation (ACHP) did not participate in this consultation; and

**NOW, THEREFORE**, the VISN 23 Network Office, the Fargo VAHCS, and the SHPO agree that the following stipulations shall be implemented in order to take into account the effect of the undertaking on historic properties.

**STIPULATIONS**

The VISN 23 Network Office, the Fargo VAHCS and the SHPO agree to the following:

- I. The Fargo VAHCS shall provide \$20,000 to the Fargo History Project (a North Dakota State University [NDSU] Public History Initiative) to further the study of the contributions of veterans to the history, development and culture of Fargo. Funds shall be drawn and delivered to the Fargo History Project within 30 days of execution of this Memorandum of Agreement (MOA).

- II. The Fargo VAHCS and the SHPO shall pursue execution of a programmatic agreement (PA) with the ACHP, pursuant to 36 C.F.R. 800.14(b)(1), for future undertakings, recognizing that no identified historic properties remain at the Fargo VAHCS.
- III. The Fargo VAHCS and VISN 23 Network Office shall provide training to planning and facility staff regarding requirements of the National Historic Preservation Act.

## **DURATION**

This MOA shall expire if its terms are not carried out within two (2) years from the date of its execution, unless amended.

## **DISPUTE RESOLUTION**

Should the SHPO object at any time to any actions proposed or the manner in which terms of this MOA are implemented, the VISN 23 Network Office and the Fargo VAHCS shall consult with the SHPO to resolve the objection. If the VISN 23 Network Office and the Fargo VAHCS determine that such objection cannot be resolved, they shall:

- I. Forward all documentation relevant to the dispute, including the VISN 23 Network Office and the Fargo VAHCS's proposed resolution, to the ACHP. The ACHP shall provide 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 VISN 23 Network Office and the Fargo VAHCS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the SHPO, and provide them with a copy of this written response. The VISN 23 Network Office and the Fargo VAHCS shall then proceed according to their final decision.
- II. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the VISN 23 Network Office and the Fargo VAHCS may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, they shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO, and provide it and the ACHP with a copy of such written response.
- III. The VISN 23 Network Office and Fargo VAHCS's responsibility to carry out all other actions subject to the terms of the MOA that are not subject of the dispute remain unchanged.

## **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.

## **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 the previous section requirements. 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 VISN 23 Network Office and the Fargo VAHCS must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The VISN 23 Network Office and the Fargo VAHCS shall notify the SHPO as to the course of action they will pursue.

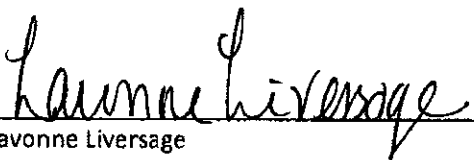
**ANTI-DEFICIENCY CLAUSE**

This MOA is subject to the Anti-Deficiency Act (31 U.S.C. § 1341). The VISN 23 Network Office and the Fargo VAHCS 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 them to meet their responsibilities, they shall re-initiate consultation and comply with 36 CFR §§ 800.4 through 800.7 as applicable.

Execution of this MOA by the VISN 23 Network Office, the Fargo VAHCS, and the SHPO and implementation of its terms evidence that the VISN 23 Network Office and the Fargo VAHCS have taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.


**SIGNATORIES**

**Department of Veterans Affairs Health Care System, Fargo, North Dakota**

  
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Lavonne Liversage  
Fargo VAHCS Director

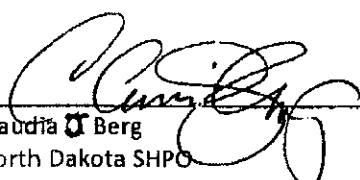
Date 5/11/18

**Department of Veterans Affairs VISN 23 Network Office, Eagan, Minnesota**

  
\_\_\_\_\_  
Janet Murphy, MBA  
VISN 23 Network Director

Date 5-14-18

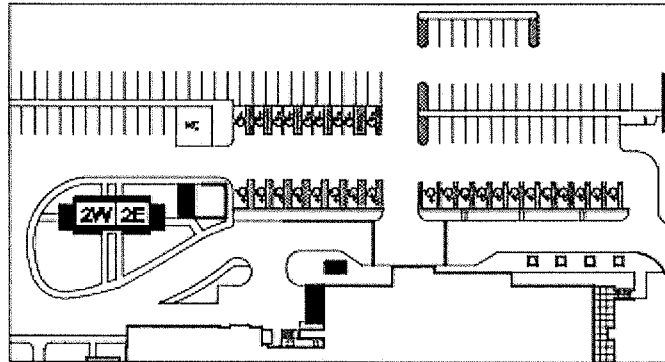
**North Dakota State Historic Preservation Officer**

  
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Claudia Berg  
North Dakota SHPO

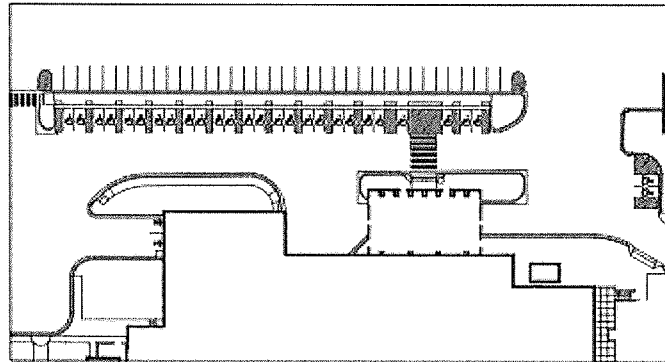
Date 5-8-18

# Attachment A

## Area of Effect - Fargo VAHCS Site Plan



**SITE WITHOUT BUILDING ADDITION**



**SITE WITH BUILDING ADDITION**