

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS,  
THE WYOMING STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
PROGRAM OF MAINTENANCE, REPAIR, AND CONSTRUCTION PROJECTS AT  
THE SHERIDAN VA MEDICAL CENTER IN SHERIDAN, WYOMING**

WHEREAS, the U.S. Department of Veterans Affairs (VA) plans to carry out a program of routine maintenance, repair, and construction projects (Program) at the Sheridan VA Medical Center (VAMC), in Sheridan, Wyoming including, but not limited to alarm and utilities systems, irrigation, energy efficiency and sustainability improvements, interior renovations, exterior renovations, signage, new construction, demolition of existing buildings and structures, maintenance; and

WHEREAS, the VAMC plans for, operates, manages, and administers the maintenance and operation of its facilities and is responsible for the preservation of historic properties under their control per Sections 106, Section 110, Section 111 and Section 112 of the National Historic Preservation Act of 1966, as amended (NHPA) (16 U.S.C. 470, et seq.) and the regulations of the Advisory Council on Historic Preservation (ACHP) entitled "Protection of Historic and Cultural Properties" (36 CFR Part 800); and

WHEREAS, the VAMC has determined that this Programmatic Agreement (PA) is the appropriate Section 106 alternative to address such undertakings at the VAMC and situations where the effects on historic properties of the Program cannot be fully determined prior to approval of the Program in accordance with 36 CFR § 800.14(b)(1)(ii); and situations where routine management activities are undertaken at the VAMC in accordance with 36 CFR § 800.14(b)(1)(iv); and

WHEREAS, the VAMC has developed a corresponding Management Plan (MP) that provides design guidelines and treatment recommendations for undertakings contemplated, prescribed, commenced, and completed under this Program; and

WHEREAS, the VAMC has defined the undertaking's area of potential effect (APE) as the property boundary of the VAMC, as illustrated in Attachment A; and

WHEREAS, the VAMC has determined that the Program may have an adverse effect on the Fort Mackenzie Historic District (Historic District), which is a historic property listed in the National Register of Historic Places (NHRP), and has consulted with the Wyoming State Historic Preservation Officer (WYSHPO) pursuant to 36 CFR Part 800; and

WHEREAS, the VAMC has conducted a facility-wide architectural survey and determined, in consultation with the WYSHPO and other consulting parties, the buildings and structures, interior spaces, and other character-defining features that contribute to the significance of the Historic District which is summarized in Attachments A and B; and

WHEREAS, the VAMC has determined, in consultation with the WYSHPO and other consulting parties, that significant archaeological sites contributing to the Historic District or otherwise individually eligible for the NHRP are unlikely to be found in the APE; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the VAMC has notified the ACHP of its intent to prepare a PA, and the ACHP has elected to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, the VAMC has consulted with the Northern Arapaho Tribe, for which the Historic District has religious and cultural significance; and

WHEREAS, the VAMC has consulted with the Alliance for Historic Wyoming, Sheridan County Historic Preservation Commission, City of Sheridan, and interested members of the public regarding the potential effects of the Program on historic properties, and invited consultation of the Eastern Shoshone Tribe, the Northern Cheyenne Tribe, the Cheyenne River Sioux Tribe, the Oglala Sioux Tribe, the Rosebud Sioux Tribe of Indians, The Crow Tribe of Indians, the Frontier Heritage Alliance, Sheridan County Historic Society, the National Trust for Historic Preservation; and

WHEREAS, all terms not specifically defined in this PA shall have the same meaning as provided in the ACHP's regulations at 36 CFR § 800.16; and

NOW, THEREFORE, the VAMC, the WYSHPO, and the ACHP agree that the Program 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 VAMC shall ensure that the following measures are carried out:

#### **I. ROLES AND RESPONSIBILITIES**

##### **a. VAMC**

- i. The Director of the VAMC is the Agency Official regarding this Program in accordance with 36 CFR § 800.2(a).
- ii. The Chief, Facilities Management Services (Chief), has policy oversight responsibility for the VAMC's historic preservation Program and to ensure that Stipulations of the PA are met.
  1. It will be the Chief's duty to ensure that the policies and procedures of the PA are being followed appropriately by the Cultural Resources Management Officer (CRMO), VAMC staff and contractors.
  2. Where problems with implementation are found, it will be the Chief's duty to move promptly toward effecting correction of the problems.
  3. The Chief will ensure that VAMC personnel, whose duties require

familiarity with the terms of this PA, will become familiar with the terms of this PA within **30** days of being hired.

4. The Chief will consult with the WYSHPO, and other consulting parties as stipulated elsewhere in this PA.
  5. The Chief shall, if he or she has not previously, within **180** days of the signing of this PA, complete a 2-day Section 106 training course.
- iii. The Cultural Resource Management Officer (CRMO) provides leadership for the management of cultural resources and preservation of historic properties at the VAMC. The CRMO is a designated role within the VAMC personnel structure, and the duties of the CRMO are outlined in the *VA Handbook 7545, Cultural Resource Management Procedures*. The CRMO **may or may not** meet professional standards *as defined in the Secretary of the Interior's Professional Qualification Standards* (see [http://www.nps.gov/history/local-law/Prof\\_Qual\\_83.htm](http://www.nps.gov/history/local-law/Prof_Qual_83.htm)); it is preferred that the CRMO be a qualified professional in the area of architectural history, historic architecture, or architecture; however:
1. If the CRMO does **not** meet the qualification standards their duties include:
    - a. Become familiar with the PA;
    - b. Know PA category designation meanings, purposes, and contexts for use as per Attachment C;
    - c. Submit initial categorization determinations to WYSHPO and consulting parties for review, concurrence, and adoption;
    - d. Jointly review initial categorization determinations with the CRM team;
    - e. Make recommendations to the Chief regarding the appropriate course of action under this PA when it appears an individual undertaking is not remaining consistent with its original categorization.
  2. If the CRMO at Sheridan VAMC is **not** a qualified professional, the Sheridan VAMC shall secure assistance of the services of a qualified professional (the qualified professional may be an employee of any VA Division, or a consultant to the VAMC) to complete the following duties:
    - a. Make initial categorization determinations for each undertaking on the three-year plan;
    - b. Review additions, amendments, and updates to the three-year plan for appropriate category determinations.
  3. If the CRMO **meets** the qualification standards, they may fulfill all of the duties listed in section I.a.iii. 1 and 2 of this PA.
  4. Other CRMO duties, regardless of qualification standards, include:
    - a. The CRMO shall, if he or she has not previously, within 180 days of the signing of this PA, complete at a minimum a 2-day Section 106 training course.

- b. The CRMO shall work with the Chief to establish a CRM team to implement the VAMC's Section 106 responsibilities in accordance with this PA.
  - c. The CRMO shall maintain minutes of all CRM team meetings.
  - d. The CRMO shall serve as liaison among VAMC staff, the WYSHPO and parties involved with executing the three-year plan.
  - e. The CRMO works with the Chief to provide periodic reporting to the WYSHPO and consulting parties as stipulated elsewhere in this PA.
  - f. The CRMO shall work with the Chief to develop and fund training needs related to Section 106 and implementation of the PA.
  - g. The CRMO shall be the point of contact for consulting parties wishing to conduct Randomly Scheduled Reviews, or wishing access to undertaking sites for Field Inspections during the construction phase. The CRMO shall coordinate with contractors and other third parties to ensure adequate accommodations are made for such a review or inspection.
- b. WYSHPO
  - i. May review and comment on documentation and reporting pursuant to the PA.
  - ii. May provide additional comments and advice to the VAMC as stipulated in the PA.
  - iii. Participates in Annual Review meetings as per Stipulation X.
- c. ACHP
  - i. Advises the VAMC, WYSHPO, and other consulting parties regarding the interpretation of the PA.
  - ii. May provide additional comment and advice to the VAMC as stipulated in the PA.
- d. OTHER CONSULTING PARTIES
  - i. May review and comment on documentation and reporting pursuant to the PA.

## II. USE OF REVIEW CATEGORIES IN THE MP

- a. A corresponding document known as the MP provides treatment options designed to support and enhance the Historic District. Review categories stated herein are dependent upon adherence to the recommendations of the MP during planning, design, and construction of any proposed undertaking which is part of the Program.
- b. The qualified professional will review each Three-Year Plan, and any other project proposed by the VAMC, and determine the appropriate Review Category for each project as set forth in the MP:
  - i. Category 1 - Requires no further historic preservation review unless conditions or specifications change or unanticipated effects are

- discovered;
- ii. Category 2 – Requires no further historic preservation review provided specific conditions (appended to the project plan) are met;
- iii. Category 3- Requires further review by the WYSHPO and/or others per Part B., Section 2 of the MP.
- c. The VAMC will forward the WYSHPO a copy of each Three-Year Plan, together with the qualified professional's category determinations and relevant supporting documentation, and afford the WYSHPO 30 days to review and comment on the assignments. Should a project be proposed outside the scope of a Three-Year Plan, the VAMC and WYSHPO will consult to establish and implement a review schedule appropriate to the circumstances. The VAMC and WYSHPO will seek to resolve any objections to the qualified professional's determinations through consultation.
- d. In implementing projects, the VAMC will utilize the provisions of the MP pertinent to the Category assigned to each project as outlined above.
- e. The VAMC will ensure that VA personnel and contractors involved with planning and implementing construction, maintenance, and other projects that may alter buildings, structures, or landscaping are made familiar with the MP; that they consult with the CRMO in applying it to the projects they plan or implement, including but not limited to the VAMC's Three-Year Plan.

### III. CARRYING OUT THE PROGRAM – THREE-YEAR PLAN

- a. The VAMC has assessed, in consultation with the WYSHPO, and the consulting parties, the potential for adverse effects of each of the undertakings in the current VAMC Three-Year Plan.
- b. For those undertakings which the VAMC has found to have NO ADVERSE EFFECT on historic properties (Category 1),
  - i. The VAMC has completed its Section 106 requirements and no further consultation is required unless the undertaking is changed or post-review discoveries are made (see Stipulations IV and VII, respectively).
  - ii. The VAMC will maintain records of Category 1 undertakings completed and report briefly on them in the Annual Report (See Stipulation X). Such records will also be available to any signatory or consulting party during Randomly Scheduled Reviews (Stipulation VII).
    - 1. Records maintained will include a completed Undertaking Report Form (Attachment D.i)
    - 2. Records will be maintained in the Engineering Project folders until this Programmatic Agreement is no longer in effect.
- c. For those undertakings which the VAMC has found to have NO ADVERSE EFFECT on historic properties, so long as they maintain adherence to the preservation principles contained in the MP and/or those principles found in the Secretary of the Interior's Standards for the Treatment of Historic Properties. (Category 2),
  - i. The VAMC has completed its Section 106 requirements and no further documentation or consultation is required unless the undertaking is changed or post-review discoveries are made (see Stipulations IV and X,

- respectively).
- ii. The VAMC will maintain records of Category 2 undertakings completed and report briefly on them in the Annual Report (See Stipulation X). Such records will also be available to any signatory or consulting party during Randomly Scheduled Reviews (Stipulation VII).
    - 1. Records maintained will include a completed Undertaking Report Form (Attachment D.i.), including a brief narrative documenting the conditional application of standards (i.e., the MP, or Secretary of Interior's Standards) and other requirements that allowed the undertaking to maintain its categorization of NO ADVERSE EFFECT.
    - 2. Records will be maintained in the Engineering Project folders until this Programmatic Agreement is no longer in effect.
  - d. For those undertakings which the VAMC has found have the potential to ADVERSELY AFFECT historic properties (Category 3), the VAMC will:
    - i. Provide the WYSHPO and other consulting parties with documentation (utilizing a cover letter and Attachment D, Form D. ii, Adverse Effect Form.) regarding the VAMC's efforts to develop and evaluate alternatives or modifications to the undertaking that could avoid or minimize the adverse effects on historic properties. Such documentation should include the purpose and need for the undertaking and any relevant documentation, such as condition assessments or hazardous materials reports, which may justify or explain the VAMC's consideration of alternatives. The documentation will also include the VAMC's proposed application of the standard mitigation measures defined in Attachment F. of the PA.
    - ii. The WYSHPO and other consulting parties may provide comments and/or concurrence on the VAMC's documentation within 30 days; and
    - iii. The VAMC will assume that any party which does not respond within the review period concurs with the VAMC's findings in the documentation; and
    - iv. If the WYSHPO determines during the review period that the documentation submitted is inadequate, the WYSHPO will immediately notify the VAMC and describe the deficiencies; and
      - 1. The VAMC will address the deficiencies and resubmit the documentation.
      - 2. The review period will restart upon the WYSHPO's receipt of adequate documentation.
    - v. The VAMC shall take into account the comments on the assessment of effects and seek to resolve any concerns through consultation with the concerned party or parties.
    - vi. If all the parties concur with the VAMC's consideration of alternatives and application of the standard mitigation measures, the VAMC will document the consultation regarding the undertaking with the Adverse Effect Form in Attachment D. ii, and submit the form with the applicable Annual Report described in Stipulation X. The VAMC will carry out the undertaking and the applicable standard mitigation measures.

1. Documentation will be maintained in the Engineering Project folders until this Programmatic Agreement is no longer in effect.
- vii. If the parties cannot agree after 45 days of consultation (beginning at the WYSHPO's receipt of adequate documentation), the VAMC will request the ACHP's participation in a consultation meeting with all the parties. If, after such a consultation meeting, the parties cannot agree, any party may initiate the Dispute Resolution clause in Stipulation X.

#### IV. CHANGES AND UPDATES TO THE PROGRAM

- a. The parties to this PA expect that the VAMC will need to change and update the description of the Program during the term of this PA.
- b. The PA will be kept updated through the use of a current Three-Year Plan. The VAMC will update this document as necessary in terms of Program funding, change in scope or categorization of a project, and other management concerns. This document, which includes the proposed Review Category for each undertaking, will be distributed immediately after being updated to the signatories of this PA and consulting parties.
  - i. WYSHPO will respond to the VAMC within 30 days and concur or not with the categorization of the undertakings. Once WYSHPO has concurred with the updated Three-Year Plan, it will be appended to this PA and will replace the previous Three-Year-Plan.

#### V. STANDARD MITIGATION OPTIONS

- a. Once a plan for mitigation has been proposed by the VAMC and concurred with by WYSHPO and other consulting parties, it will be attached to this PA as an Appendix. Mitigation appendices shall be numerically titled, beginning with Mitigation Appendix 01, and following with Mitigation Appendix 02, Mitigation Appendix 03, and so on.
- b. This PA consultation included the development of Standard Mitigation Options that are listed in Attachment F. Specific undertaking adverse effect consultation will include the identification of an appropriate mitigation from this list. In the event that no mitigation measure in Attachment F is adequate to address the concerns of the signatories and consulting parties, the VAMC will propose its desired alternative mitigation to WYSHPO and other consulting parties, who will review the proposal, and either concur or not, as per subparagraph "b." above.
- c. If Standard Mitigation Options listed in the Attachment F., or alternative mitigation measures proposed by the VAMC, are applied to resolve a finding of adverse effect, the Standard Mitigation Attachment shall be jointly reviewed by the VAMC and WYSHPO and updated, if necessary, during the Annual Review meeting.

#### VI. PUBLIC COMMENTS AND OBJECTIONS

- a. Any member of the public or representative of an organization may notify the VAMC or WYSHPO of concerns regarding the application of this PA or with regard to the review of individual undertakings covered or excluded under the terms of this Agreement.

- b. The VAMC will consider public comments and following consultation with the WYSHPO, where appropriate, take actions. The VAMC shall notify an objector of the outcomes of its actions within 30 days of commencement of the action.
- c. Individuals and organizations may request inclusion as a consulting party, or the VAMC may elect to invite individuals and organizations to become consulting parties at any time during the duration of this Programmatic Agreement. Included individuals or organizations may participate in the Section 106 reviews of individual undertakings pursuant to this PA. Following such participation, such parties will be considered “consulting parties”.

## VII. FIELD INSPECTION AND RANDOMLY SCHEDULED REVIEWS

- a. Field Inspection/Monitoring
  - i. Any signatory or consulting party to this PA may conduct field inspections of undertakings during construction and/or following the activity as necessary to ensure that the Program outlined in this document is appropriate and effective.
- b. Randomly Scheduled Reviews
  - i. The WYSHPO may request that the CRMO provide documentation regarding the VAMC’s Category 1 and 2 determinations.
  - ii. If the WYSHPO identifies a problem during such a randomly scheduled review, they will immediately notify the Chief to rectify the issue or problem.
    - 1. If there is a pattern of inappropriate or inadequate category determinations, the WYSHPO may elect to immediately initiate the Dispute Resolution clause (Stipulation XI) in this PA.
  - iii. The Chief will acknowledge the concerns and prescribe a schedule for rectification within 15 days of the receipt of the WYSHPO’s notification.

## VIII. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the VAMC shall implement the discovery plan included as Attachment E of this PA.

## IX. EMERGENCY SITUATIONS

In the event the VAMC proposes an emergency undertaking as an essential and immediate response to a disaster or emergency declared by the President or the Governor of the State of Wyoming or another immediate threat to life or property, and the emergency undertaking will be implemented within 30 days after the disaster or emergency has been formally declared by the appropriate authority.

- a. The VAMC shall notify, within 5 days of determination of the proposed course of action in response to the emergency, the ACHP and the WYSHPO of the circumstances and the proposed undertaking.
- b. The ACHP and the WYSHPO have 7 days to provide their comments on the proposed undertaking to the VAMC, unless the VAMC Director determines that circumstances do not permit 7 days and designates a review period within the time available.
- c. The VAMC may request an extension of the period of applicability from the



ACHP prior to the expiration of the 30 days.

- d. The VAMC will document its actions, taking into account any comments received from the ACHP and the WYSHPO with an Individual Undertaking Report (Attachment D. i.) and submit it with the applicable Annual Report described in Stipulation X.
- e. Immediate rescue and salvage operations conducted to preserve life or property are exempt from Section 106 review in accordance with 36 CFR 800.12(d), and accordingly the VAMC may proceed with such undertakings without further Section 106 documentation or consultation.

#### X. ANNUAL REPORTING

- a. The VAMC shall provide all parties to this PA on or before December 1, following completion of each fiscal year during the duration of the PA, a hard copy Annual Report summarizing work undertaken pursuant to its terms during the preceding fiscal year. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the VAMC's efforts to carry out the terms of this PA. Such annual report shall include, but not be limited to:
  - i. Cover Letter.
  - ii. Summary of Undertakings completed in the last fiscal year.
  - iii. Completed Individual Undertaking Report forms for Review Categories 2 & 3.
  - iv. VAMC staff training completed.
  - v. A list of individual undertaking previously categorized changed such that the effects to historic properties were avoided or minimized
  - vi. Field Inspections completed
  - vii. Randomly Scheduled Reviews completed (including any issues or problems reported to and rectified by the Chief),
  - viii. Actions taken to mitigate post-review discoveries during construction of individual undertakings
  - ix. Emergency situations encountered and addressed in accordance with Stipulation IX
  - x. Updates to Three-Year Plan adopted within the reporting period,
  - xi. Any subsequent eligibility determinations.
- b. After the VAMC provides its Annual Report to the parties to this agreement, and not later than February 1 of the ensuing year, the VAMC will convene an Annual Meeting with the WYSHPO to discuss the contents of the report and identify any potential issues that may necessitate the Amendment of the PA. The VAMC may elect to host the meeting on the VAMC campus, by telephone, or other remote conferencing means with the agreement of the WYSHPO.

#### XI. DISPUTE RESOLUTION

Should any signatory or concurring party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, the VAMC shall consult with such party to resolve the objection. If the VAMC determines that such objection cannot be resolved, the VAMC will:

- a. Forward all documentation relevant to the dispute, including the VAMC's proposed resolution, to the ACHP. The ACHP shall provide the VAMC with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the 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. The VAMC will then proceed according to its final decision.
- c. If the ACHP does not provide its advice regarding the dispute within the 30 day time period, the VAMC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the VAMC shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the PA, and provide them and the ACHP with a copy of such written response.
- d. The VAMC's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

## XII. AMENDMENTS

This PA 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.

## XIII. SUNSET TERMS

This PA shall remain in effect for 10 years after the date of execution hereof. The VAMC and WYSHPO shall re-evaluate the PA annually. The VAMC shall ensure the PA will be re-evaluated and amended, to accommodate any changes to the terms. All signatories will be consulted during the amendment process in accordance with Stipulation XII of the PA.

## XIV. TERMINATION

Any Signatory to this PA may initiate termination by providing written notice to the other Signatories of their intent. After notification by the initiating Signatory, the remaining Signatories shall have 90 business days to consult to seek agreement on amendments or any other actions that would address the issues and avoid termination. In the event of termination, the VAMC shall refer to 36 CFR Part 800 to address any remaining adverse effects to the Historic District.

## XV. ANTI-DEFICIENCY ACT

The stipulations of this PA are subject to the provision of the Anti-Deficiency Act (31 U.S.C. 1341(1998)). If compliance with the Anti-Deficiency Act alters or impairs the VA's ability to implement the stipulations of this PA, the VAMC will consult in accordance with the dispute resolution, amendment, or termination clauses in Stipulations XI, XII, and XIV.

## XVI. GENERAL PROVISIONS

- a. **Entirety of Agreement.** This PA, consisting of twelve (12) pages, represents the entire and integrated agreement between the parties and supersedes all prior

negotiations, representations and agreements, whether written or oral, regarding compliance with Section 106 of the National Historic Preservation Act for those aspects of the PROGRAM OF MAINTENANCE, REPAIR, AND CONSTRUCTION PROJECTS AT THE SHERIDAN VA MEDICAL CENTER IN SHERIDAN, WYOMING throughout the visual APE that will have adverse effects on the settings of historic properties.

- b. **Prior Approval.** This PA shall not be binding upon any party unless this PA has been reduced to writing before performance begins as described under the terms of this PA, and unless the PA is approved as to form by the Attorney General or his representative.
- c. **Severability.** Should any portion of this PA be judicially determined to be illegal or unenforceable, the remainder of the PA shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.
- d. **Sovereign Immunity.** The State of Wyoming and the WYSHPO do not waive their sovereign or governmental immunity by entering into this PA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of the PA.
- e. **Enumeration of Days.** Inclusion of a time period in this PA stated in days, wherein the format is an underlined number in bold lettering (**XX**) means the time period is calendar days.
- f. Each signatory to this PA shall assume the risk of any liability arising from its own conduct. Each Signatory agrees they are not obligated to insure, defend, or indemnify the other Signatories to this PA.

Execution of this PA and implementation of its terms are evidence that VAMC has taken into account the effects of the undertaking on historic properties.

**List of Attachments:**

- A. Sheridan VAMC Historic District Context Map
- B. Historic Survey Summary
- C. Review Categories
- D. Forms
  - i. Individual Undertaking Report Form
  - ii. Adverse Effect Form
  - iii. Annual Report Form
  - iv. PA Checklist
  - v. PA Flowchart
- E. Post-review discovery plan
- F. Standard Mitigation
- G. Consulting Parties

**Signatures.** In witness whereof, the parties to this PA through their duly authorized representatives have executed this PA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this PA as set forth herein.

The effective date of this PA is the date of the last signatory signature affixed to these pages.

**Signatories:**

**U.S. Department of Veterans Affairs**

Debra L. Hirschman 10-24-12  
Debra L. Hirschman, Director, Sheridan VAMC Date

**Wyoming State Historic Preservation Officer**

Mary Hopkins 11/1/12  
Mary Hopkins, SHPO Date

**Advisory Council on Historic Preservation**

John M. Fowler 11/12/12  
John M. Fowler, Executive Director Date

Approval as to Form:  
Wyoming Attorney General's Office

S. Jane Caton #93437 10-29-12  
S. Jane Caton, Senior Assistant Attorney General Date



U.S. Department  
of Veterans Affairs

Sheridan VA Health Care System  
1898 Fort Road, Sheridan, WY 82801

October 25, 2016

In Reply Refer To: 666/00

Ms. Mary Hopkins  
State Historic Preservation Officer  
2301 Central Avenue  
Barrett Building, Third Floor  
Cheyenne, WY 82002

Re: Your Letter, Dated August 30, 2016

We have received your letter initiating termination of the "Programmatic Agreement Among the U.S. Department of Veterans Affairs, the Wyoming State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding the Program of Maintenance, Repair, and Construction Projects at the Sheridan VA Medical Center in Sheridan, Wyoming."

With some measure of reluctance, we agree with your proposal to terminate the agreement. While the original intention was good, the PA as delivered and executed proved to be quite cumbersome and labor intensive, contrary to the desired outcome. We have engaged a consultant and we will be scheduling a meeting with you and your staff to discuss a different way forward. In the meantime, we agree that a return to the standard means of Section 106 consultation is appropriate.

If you have any questions or concerns, please contact Sean Saltzman, our Facilities Management Service Chief, at (307) 675-3419. He can also be reached at [sean.saltzman@va.gov](mailto:sean.saltzman@va.gov).

Sincerely,

Kathy W. Berger  
SVAHCS Director

cc:

Kathleen Schamel, VA Office of Historic Preservation  
John M. Fowler, Executive Director, Advisory Council on Historic Preservation  
David Eyre, Capital Asset Manager, VISN 19



Preserving America's Heritage

October 6, 2016

Mrs. Kathy Berger  
Medical Center Director  
Sheridan VA Medical Center  
1898 Fort Road  
Sheridan, WY 82801

Ref: *Proposed Termination of the Sheridan VA Medical Center Programmatic Agreement for Operations, Maintenance, and New Construction  
Sheridan, Wyoming*

Dear Mrs. Berger:

The Advisory Council on Historic Preservation (ACHP) was copied on the August 30, 2016, correspondence from the Wyoming State Historic Preservation Officer (SHPO) conveying her intention to terminate the referenced 2012 Programmatic Agreement among the U.S. Department of Veterans Affairs, the Wyoming State Historic Preservation Officer, and the Advisory Council on Historic Preservation regarding Program of Maintenance, Repair, and Construction Projects at the Sheridan VA Medical Center (VAMC) in Sheridan, Wyoming (2012 PA). Under the terms of this PA (Stipulation XIV), the signatories have 90 days to amend it to remedy the issues the SHPO has identified, develop a new PA, or go back to a case-by-case review process as set out in the ACHP's Section 106 regulations (at 36 CFR § 800.3 through 800.7).

Since the summer of 2015, the ACHP has been aware of concerns related to the implementation of the PA from SHPO and VAMC staff. Based on these previous concerns and recent correspondence with the WY SHPO, the ACHP offers the following comments and recommendations for how the VAMC might proceed following the termination request.

### **Initiate Consultation**

As of the date of this letter, the ACHP has not received any correspondence from the VAMC responding to the SHPO's request to terminate. We encourage the VAMC to reply expeditiously to the SHPO, copying the ACHP, with a proposed plan to address their concerns regarding the implementation of the 2012 PA. This first step would begin to resolve their concern about the lack of communication from the VAMC.

**PA Implementation Status:** The 2012 PA was executed as a compliance tool for the VAMC to meet its Section 106 responsibilities in lieu of the standard review process set out in the ACHP's Section 106 regulations. The PA included an expedited review for projects outlined in the VAMC Management Plan, with specific steps and requirements for expediting/streamlining their review. In order to assess if the agreement is still serving that purpose, and to address the SHPO's concerns about consultation, the ACHP recommends that the VAMC report to the signatories on the implementation of the agreement, with particular focus on how it has been utilized to review projects in the Management Plan. This information

ADVISORY COUNCIL ON HISTORIC PRESERVATION

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Phone: 202-517-0200 • Fax: 202-517-6381 • [achp@achp.gov](mailto:achp@achp.gov) • [www.achp.gov](http://www.achp.gov)

would be in keeping with Annual Reports required under Stipulation X, which requires the VAMC to document annual work undertaken pursuant to the PA's during the preceding fiscal year. A clear administrative record on how this PA has been utilized would also assist the signatories in determining how best to resolve the current challenges. In anticipation of future discussions amongst the signatories, we would also appreciate receiving a list of current and impending undertakings and the status of their Section 106 review.

**Assessment of the 2012 PA & Next Steps:** After the items above have been addressed, the ACHP encourages the VAMC to host a meeting or teleconference call amongst the signatories to discuss and assess the viability of the 2012 PA, consistent with Stipulation XIV, and consult to seek agreement on amendments or other actions that would address the issues raised by the SHPO that would avoid terminating the PA. If, through the course of this consultation, it becomes apparent that the PA is not the compliance vehicle to meet the current needs of either the SHPO or the VAMC, then we would concur with the SHPO's recommendation that the VAMC proceed with terminating the agreement. If this occurs, then absent a new agreement, the VAMC would resume reviewing all future and on-going projects undertaken at the medical center in accordance with Sections 800.3 through 800.7 of our regulations.

The ACHP looks forward to working with the VAMC and the SHPO to determine a path forward regarding the 2012 PA. We would appreciate a response (and copied to the SHPO) from the VAMC on how it wishes to proceed as soon as possible. If you have any questions or would like to discuss this matter further, do not hesitate to contact Mr. Christopher Daniel, VA Liaison, at (202) 517-0223 or via e-mail at [cdaniel@achp.gov](mailto:cdaniel@achp.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Tom McCulloch". The signature is fluid and cursive, with the first name "Tom" being more prominent than the last name "McCulloch".

Tom McCulloch, Ph.D., R.P.A.  
Assistant Director  
Federal Property Management Section  
Office of Federal Agency Programs

# ARTS. PARKS. HISTORY.

Wyoming State Parks & Cultural Resources

State Historic Preservation Office  
2301 Central Ave.  
Cheyenne, WY 82001  
Phone: 307-777-7697  
Fax: 307-777-6421  
<http://wvoshoo.state.wv.us>

August 30, 2016

Debra L. Hirschman  
Medical Center Director  
Department of Veterans Affairs  
VA Medical Center  
Sheridan, WY. 82801

COPY

Dear Debra:

I am writing to initiate termination of the "Programmatic Agreement among the U.S. Department of Veterans Affairs, the Wyoming State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Program of Maintenance, Repair, and Construction Projects at the Sheridan VA Medical Center in Sheridan, Wyoming."

Since signing the agreement in November of 2012, our office has not been contacted by the Sheridan VA, has not received an annual report, or requests for consultation on proposed undertakings. The terms of the agreement are not being met.

Per Section XIV of the PA, "the remaining Signatories shall have 90 business days to consult to seek agreement on amendments or any other actions that would address the issues and avoid termination. In the event of termination, the VAMC shall refer to 36 CFR Part 800 to address any remaining adverse effect to the Historic District."

If you have questions, please feel free to contact me at 307-777-6311.

Regards,



Mary Hopkins  
Wyoming State Historic Preservation Officer

Cc:

Sean Saltzman, Facilities Management Service Chief  
Sara Needles, Division Administrator, Cultural Resources  
Darin Westby, Director, Wyoming State Parks and Cultural Resources  
John M. Fowler, Executive Director, Advisory Council on Historic Preservation



Matthew H. Mead, Governor  
Darin J. Westby, P.E., Director