

MEMORANDUM OF AGREEMENT

BETWEEN THE ROBERT J. DOLE VA MEDICAL CENTER

AND THE KANSAS STATE HISTORIC PRESERVATION OFFICER

REGARDING THE CONSTRUCTION OF A NEW BUILDING LOCATED AT 5500E.

KELLOGG, WICHITA, KANSAS 67218 – BUILDING #29

WHEREAS, the Robert J. Dole VA Medical Center plans to fund the construction of a new Primary Care Building #29 pursuant to the final plans and specs dated June 15, 2012; project #589-339; and

WHEREAS, the Robert J. Dole VA Medical Center has determined that adjacent existing buildings 3 and 26 are eligible for listing on the National Register of Historic Places, and has consulted with the Kansas State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f); and

WHEREAS, the Robert J. Dole VA Medical Center has determined that the undertaking, specifically construction of a new building, will have an adverse effect on buildings 3 and 26 and has consulted with the SHPO pursuant to 36 C.F.R. 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.S. 470f); and

WHEREAS, in accordance with 36 C.F.R. 800.6(a)(1), the Robert J. Dole VA Medical Center 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 C.F.R. 800.6(a)(1)(iii); and

NOW, THEREFORE, the Robert J. Dole VA Medical Center 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

The Robert J. Dole VA Medical Center shall ensure that the following measures are carried out:

- I. The Robert J. Dole VA Medical Center shall ensure that each adjacent building is documented with digital photographs prior to commencing the new building construction (one photograph of each elevation). The photographs should be added to the existing records (173-12425 and 173-12426 respectively) in the KSHS online Historic Resources Inventory Database (<http://khri.kansasgis.org>) per the instructions described in the tutorial section.

- II. The Robert J. Dole VA Medical Center shall remove the non-historic south entry canopy from Building 3. Upon removal of the canopy, the uncovered center portion of the south elevation shall be restored to its historic appearance in accordance with the Secretary of the Interior's *Standards for Restoration* based on the original 1932 plans. A copy of the original plans and the plans for the restoration shall be provided to the SHPO for review and comment prior to construction.

IV. DURATION.

This agreement will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the Robert J. Dole VA Medical Center may consult with the other signatories to reconsider the terms of the agreement and amend in accordance with Stipulation VI below.

V. DISPUTE RESOLUTION

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Robert J. Dole VA Medical Center shall consult with the objecting party(ies) to resolve the objection.

VI. AMENDMENTS AND NONCOMPLIANCE

If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR §§800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation VII, below.

VII. TERMINATION

If an MOA is not amended following the consultation set out in Stipulation VI, it may be terminated by any signatory or invited signatory. Within 30 days following termination, the Robert J. Dole VA Medical Center shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR §800.6(c)(1) or request the comments of the Council under 36 CFR §800.7(a) and proceed accordingly.

Execution of this Memorandum of Agreement by the Robert J. Dole VA Medical Center and Kansas SHPO, the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR Section 800.6(b)(1)(iv) prior to the Robert J. Dole VA Medical Center approval of this undertaking, and implementation of its terms evidence that the Robert J. Dole VA Medical Center has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES:

The Robert J. Dole VA Medical Center in Wichita Kansas

Vicki G. Bondie Date *5/11/12*
Vicki Bondie, Acting Medical Center Director

Kansas State Historic Preservation Officer

Jennie Chinn Date *5/15/12*
Jennie Chinn, Kansas SHPO

