

**MEMORANDUM OF AGREEMENT AMONG
THE U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING
DEMOLITION OF BUILDINGS 23, 24, 25, 26, 27, 28, 29, 31, AND 32
AT THE EDWARD HINES JR VAMC
(SHPO LOG #007080321)**

WHEREAS, the U.S. Department of Veterans Affairs (VA) is a federal agency that operates the Edward Hines Jr. VA Medical Center (VAMC) located at 5000 5th Ave, Hines, Cook County, Illinois, and has identified nine (9) buildings that do not support current or future operations; and

WHEREAS, the Hines VAMC has determined that the proposed demolition of Buildings 23, 24, 25, 26, 27, 28, 29, 31, and 32 is a federal action that meets the definition of an undertaking, per 36 CFR § 800.16(y), and is the type of activity that has the potential to cause effects on historic properties, and therefore subject to Section 106 of the National Historic Preservation Act (NHPA) (54 USC § 306108) and its implementing regulations (36 CFR Part 800 — Protection of Historic Properties); and

WHEREAS, the VAMC has defined the Undertaking's Area of Potential Effects (APE) as the Edward Hines Jr. Veterans Affairs Hospital Historic District described in Attachment 1; and

WHEREAS, the VAMC has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the Office currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, the buildings at 5000 S. Fifth Avenue Hines, IL contribute to the Edward Hines Jr., Veterans Administration Hospital National Register of Historic Places (NRHP) Historic District; and

WHEREAS, the SHPO has determined on December 10, 2021, that the Undertaking will have an adverse effect on the buildings that contribute to the Edward Hines, Jr. Veterans Administration Hospital Historic District (District); and

WHEREAS, pursuant to 36 CFR 800.2(c)(2), the VAMC has invited the following federally-recognized Indian tribes to consult, the Forest County Potawatomi, the Prairie Band Potawatomi Nation, the Citizen Potawatomi Nation, the Menominee Indian Tribe of Wisconsin, the Hannahville Indian Community, the Miami Tribe of Oklahoma, the Kickapoo Tribe of Oklahoma, and the Little Traverse Bay Bands of Odawa Indians, and none of the Indian tribes have chosen to participate; and

WHEREAS, pursuant to 36 CFR 800.2(c)(3) and 36 CFR 800.2(c)(5), the VAMC has invited

the Proviso Township, the village of Broadview, the village of North Riverside, the Maywood Historic Preservation Commission, the Historical Society of Forest Park, Cook County, the City of Chicago Historic Preservation Division, and Landmarks Illinois to consult regarding the effects of the undertaking on historic properties, and none of these entities have chosen to participate; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the VAMC has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR§ 800.6(a)(1)(iii);

NOW, THEREFORE, the VAMC and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking to the properties that contribute to the district.

STIPULATIONS

I. MITIGATION

Prior to the initiation of this mitigation, the VAMC must consult with SHPO to ensure that expectations are understood.

A. PERSONNEL TRAINING

1. The VAMC shall ensure that key personnel, including the Historic District Liaison, complete Section 106 and 110 training, as offered by qualified historic preservation specialists.
2. Within six months of the MOA execution, the VAMC shall develop, with assistance of persons meeting the professional qualification standards specified by the Secretary of the Interior in 36 CFR Part 61, a Training Program plan for VAMC employees, including but not limited to project managers, project engineers, and contract personnel, who are responsible for decision-making related to projects that may affect Historic Properties. This training plan will be submitted to SHPO for review and comment. SHPO will provide any comments in writing within 30 days of receipt. After considering all comments, the VAMC shall distribute to SHPO the final Training Program plan.
3. The Training Program shall include, but is not limited to explanations, descriptions, and representations:
 - a. for the Application of the Secretary of the Interior's Standards and guidelines for the Treatment of Historic Properties;
 - b. of archaeological principles for the identification and treatment of buried resources;
 - c. of the various parties' responsibilities under the NHPA.
4. The VAMC shall implement the Training Program within six months of finalization of the Training Program plan.

5. Training completed by VA employees will be recorded in the Training Management System (TMS) already used by VA employees and the VAMC shall distribute a one-time training completion record to all consulting parties.

B. EXHIBIT SPACE

1. Within five (5) years following the demolition of Buildings 23, 24, 25, 26, 27, 28, 29, 31, and 32, the VAMC shall dedicate a display case to a permanent exhibit interpreting the history of Buildings 23, 24, 25, 26, 27, 28, 29, 31, and 32.
2. The design and draft content of the proposed exhibit case will be provided to the SHPO for review and comment. The SHPO will provide any comments in writing on the proposed exhibit materials within 30 days of receipt.
3. The VAMC shall place the exhibit case in a public location within the VAMC.

C. RECORDATION

The recordation of Buildings 23, 24, 25, 26, 27, 28, 29, 31, and 32 within the National Register of Historic Places registration satisfies the recordation requirements of the SHPO for the NRHP-eligible properties.

II. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied, or it is amended or terminated and replaced. Prior to such time, the VAMC may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The VAMC shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the VAMC shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, the VAMC understands and agrees that it must immediately stop work within the area of discovery and consult with the SHPO.

IV. MONITORING AND REPORTING

Each Year following the execution of this Agreement until it expires or is terminated, VAMC shall provide all parties to this Agreement and the ACHP 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 the VAMC's efforts to carry out the terms of this Agreement.

V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the VAMC shall consult with SHPO 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 any timely advice or comments regarding the dispute from SHPO and the VAMC's proposed resolution, to the ACHP. The ACHP shall provide VAMC 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, 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. VAMC 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, 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 Agreement and provide them and the ACHP with a copy of such written response.
- C. VAMC's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This Agreement 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 is signed by all of the signatories.

VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, the VAMC must either (a) execute a Memorandum of Agreement 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. VAMC shall notify the signatories as to the course of action it will pursue.

VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

IX. DISTRIBUTION OF AGREEMENT

In order to meet the requirements of Section 106. 36 CFR § 800.6(b)(1)(iv), upon the execution of this Agreement and prior to approving the Undertaking, the VAMC must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

X. ANTI-DEFICIENCY ACT

The VAMC obligations under this MOA are subject to the availability of funds and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act (31 USC § 1341). The VAMC will make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs its ability to implement the stipulations of this MOA, the VAMC will consult with SHPO in accordance with the amendment and termination procedures in Stipulations VI and VII.


EXECUTION of this Agreement by signatories and invited signatories, and the implementation of its terms evidence that the VAMC has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment on the effects of the Undertaking in compliance with the NHPA and its implementing regulations.

[Signature Pages to follow]

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SIGNATORY

Edward Hines Jr. Veterans Affairs Medical Center (VAMC)

Signature:  _____ Date: 9/22/22

Name: Jon Beidelschies

Title: Acting Hospital Director

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 09/13/2022
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources