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3 **AMENDMENT #1 TO**  
4 **PROGRAMMATIC AGREEMENT**  
5 **AMONG THE JOHN COCHRAN DIVISION OF THE U.S. DEPARTMENT OF VETERANS**  
6 **AFFAIRS ST. LOUIS HEALTH CARE SYSTEM,**  
7 **THE MISSOURI STATE HISTORIC PRESERVATION OFFICER,**  
8 **AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**  
9 **REGARDING RECONFIGURATION OF THE JOHN COCHRAN DIVISION OF THE U.S.**  
10 **DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM**

11 WHEREAS, the *Programmatic Agreement among the John Cochran Division of the U.S. Department of*  
12 *Veterans Affairs St. Louis Health Care System, the Missouri State Historic Preservation Officer, and the*  
13 *Advisory Council on Historic Preservation, regarding Reconfiguration of the John Cochran Division of the*  
14 *U.S. Department of Veterans Affairs St. Louis Health Care System (PA)* was executed January 27, 2020;  
15 and

16 WHEREAS, after the execution of the PA, the Osage Nation requested the John Cochran Division of the  
17 U.S. Department of Veterans Affairs St. Louis Health Care System (JCSLVA) revise portions of the PA;  
18 and

19  
20 WHEREAS, JCSLVA has worked with the Osage Nation to incorporate the requested revisions and has  
21 invited the Osage Nation to be an Invited Signatory to the PA and the Osage Nation has accepted; and

22  
23 WHEREAS, JCSLVA invited two consulting parties, the City of St. Louis Planning & Urban Design  
24 Agency Cultural Resources Office (CSLCRO) and Grand Center, Inc., to be concurring parties to the PA  
25 and they have accepted; and

26  
27 WHEREAS, in accordance with original PA, Stipulation II.a (Pre-Design Review) the JCSLVA solicited  
28 feedback from all consulting parties via email on June 24, 2021, and in accordance with original PA  
29 Stipulation II.b hosted the Design Charrette on August 19, 2021 for all consulting parties to solicit  
30 comments on the pre-design concept alternatives. The Advisory Council of Historic Preservation (ACHP),  
31 Quapaw Nation, the Osage Nation, the Missouri State Historic Preservation Office (MO SHPO), the City  
32 of St. Louis Cultural Resource Office (CSLCRO), and the Grand Center, Inc. were in attendance and  
33 comments received will be taken into consideration by JCSLVA to refine the design and proceed with  
34 assessment of adverse effects; and

35  
36 WHEREAS, in accordance with the original PA Stipulation III.a, JCSLVA determined demolition of the  
37 Palladium would result in adverse effects to historic properties and on December 8, 2021 executed the  
38 *Memorandum of Agreement Among the John Cochran Division of the U.S. Department of Veterans Affairs*  
39 *St. Louis Health Care System, the Advisory Council on Historic Preservation, the Osage Nation, the*  
40 *Missouri State Historic Preservation Officer, and the City of St. Louis Cultural Resources Office Regarding*  
41 *the Demolition of the Palladium Component Project of the Reconfiguration of the John Cochran Division*  
42 *of the U.S. Department of Veterans Affairs St. Louis Health Care System;* and

43  
44 WHEREAS, in accordance with the original PA Stipulation IV (Archeological Review Procedures) on  
45 September 16, 2021, JCSLVA finalized the map of areas likely or unlikely to retain intact subsurface  
46 archaeological deposits within the proposed design footprint (Attachment C), which incorporated edits and  
47 comments received from the ACHP, the Miami Tribe of Oklahoma, the Osage Nation, and MO SHPO; and

48  
49 NOW, THEREFORE, in accordance with Stipulation VIII.b. of the PA, the signatories (VA, MO SHPO,  
50 and the ACHP) agree to amend the PA to include the newly added invited signatory (Osage Nation) and

51 newly added concurring parties (CSLCRO and Grand Center, Inc.) and to incorporate the Osage Nation's  
52 requested revisions throughout as follows:

53  
54 1. Amend the PA so it reads as follows:

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56 **PROGRAMMATIC AGREEMENT**  
57 **AMONG THE JOHN COCHRAN DIVISION OF THE U.S. DEPARTMENT OF VETERANS**  
58 **AFFAIRS ST. LOUIS HEALTH CARE SYSTEM,**  
59 **THE MISSOURI STATE HISTORIC PRESERVATION OFFICER,**  
60 **THE OSAGE NATION,**  
61 **AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**  
62 **REGARDING RECONFIGURATION OF THE JOHN COCHRAN DIVISION OF THE U.S.**  
63 **DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM**  
64

65  
66 WHEREAS, the John Cochran Division of the U.S. Department of Veterans Affairs St. Louis Health Care  
67 System (JCSLVA) has determined it necessary to correct current space and functional deficiencies at the  
68 JCSLVA through reconfiguration of the campus (Undertaking); and

69  
70 WHEREAS, the proposed reconfiguration may relocate in-patient care away from the existing main  
71 hospital into a new bed tower meeting current seismic resistant requirements that may be as many as 13-  
72 stories in height; may expand the campus through acquisition of adjacent parcels; may result in the  
73 demolition of multiple buildings; may include the construction of parking garages, dedicated clinic  
74 buildings, a utility plant, a utility substation, a water storage system, security measures, and associated  
75 infrastructure; and may result in the closure or alteration of the path of streets through or adjacent to the  
76 existing campus footprint; and

77  
78 WHEREAS, JCSLVA has determined that this Undertaking has the potential to cause effects on historic  
79 properties and is therefore subject to 54 USC § 306108 of the National Historic Preservation Act (NHPA)  
80 and its implementing regulations, 36 CFR Part 800, as amended (collectively referred to here as "Section  
81 106"); and

82  
83 WHEREAS, JCSLVA, in consultation with the MO SHPO, has determined the Area of Potential Effects  
84 (APE) to include the whole of the JCSLVA campus plus surrounding areas as depicted on the map in  
85 Attachment A, pursuant to 36 CFR § 800.4(a)(1); and

86  
87 WHEREAS, the U.S. Army Corps of Engineers-Kansas City District (USACE) shall be responsible for  
88 construction management of this Undertaking; and

89  
90 WHEREAS, JCSLVA has consulted with the MO SHPO pursuant to 36 CFR Part 800, the regulations  
91 implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

92  
93 WHEREAS, JCSLVA invited the Apache Tribe of Oklahoma, the Miami Tribe of Oklahoma, the Osage  
94 Nation, the Peoria Tribe of Indians of Oklahoma, the Quapaw Tribe of Indians, the Seneca-Cayuga Nation,  
95 and the United Keetoowah Band of Cherokee Indians in Oklahoma to participate in consultation as federally  
96 recognized Indian tribes that might attach religious and cultural significance to historic properties in St.  
97 Louis County, pursuant to 36 CFR § 800.2(c)(2), and the Miami Tribe of Oklahoma and the Osage Nation  
98 have responded with interest in participating in this consultation and JCSLVA invited the Osage Nation to  
99 be an Invited Signatory to this PA and the Osage Nation accepted; and

100

101 WHEREAS, JCSLVA invited the City of St. Louis Planning & Urban Design Agency Cultural Resources  
102 Office (CSLCRO) and Grand Center, Inc. (also known as the Grand Center Arts District) to participate in  
103 this consultation as consulting parties, pursuant to 36 CFR § 800.2(c)(3) and (5), and they have accepted  
104 JCSLVA’s invitation to participate as Concurring Parties to the PA; and  
105

106 WHEREAS, JCSLVA invited the National Trust for Historic Preservation, Missouri Preservation Alliance,  
107 and the Landmarks Association of St. Louis to participate in this consultation, pursuant to 36 CFR §  
108 800.2(c)(5), but they either did not respond or declined to participate; and  
109

110 WHEREAS, JCSLVA provided the public with information about the Undertaking and its effects on  
111 historic properties and sought public comment and input, pursuant to 36 CFR § 800.2(d), through National  
112 Environmental Policy Act (NEPA) compliance efforts in 2014 and 2019, and hosted a consultation meeting  
113 with all consulting parties on November 1, 2019; and  
114  
115

116 WHEREAS, JCSLVA, in consultation with the MO SHPO, identified the following historic properties  
117 within the APE, pursuant to 36 CFR § 800.4:

- 118 • Midtown Historic District – National Register of Historic Places (NRHP) No. 78003392,
- 119 • St. Louis Theater (Powell Theater) – NRHP No. 01000545,
- 120 • Welfare Finance Building – NRHP No. 16000103,
- 121 • Palladium – determined NRHP eligible in 2013 under Criterion A: *Ethnic Heritage*,
- 122 • 3514 Delmar Boulevard – determined NRHP eligible in 2013 under Criterion C: *Architecture*,
- 123 • 1023 North Grand Boulevard – determined NRHP eligible in 2013 under Criterion C: *Architecture*;
- 124 and

125 WHEREAS, JCSLVA acknowledges that the APE is within an area the Osage Nation has designated as a  
126 “buffer zone” of interest because the APE is near the following significant Osage cultural resources:

- 127 • Osage Trail from the Verdigris to St. Louis,
- 128 • Old Osage Trail,
- 129 • Osage Mississippi River Trail,
- 130 • Numerous mound site locations,
- 131 • Numerous camp/village sites,
- 132 • Numerous burial locations;
- 133 and

134  
135 WHEREAS, JCSLVA, in consultation with the MO SHPO, determined in 2013 that the JCSLVA campus  
136 lacked the integrity necessary to be NRHP eligible; and  
137

138 WHEREAS, on March 14, 2018, the City of St. Louis found the Palladium to be unsafe and issued a notice  
139 of condemnation via letter to the property owner; and  
140

141 WHEREAS, subsurface archaeological sites meeting the criteria for NRHP listing as described in 36 CFR  
142 § 60.4 could be present within the APE; and  
143

144 WHEREAS, JCSLVA has produced a reconfiguration site lay-out but has not finalized a design and  
145 therefore the full range of effects on historic properties cannot be fully determined at this time; and  
146

147 WHEREAS, JCSLVA shall use a phased approach to assess the Undertaking's effects on historic properties,  
148 pursuant to 36 CFR § 800.5(a)(3); and

149  
150 WHEREAS, JCSLVA has determined it appropriate to develop a PA in accordance with 36 CFR §  
151 800.14(b), including § 800.14(b)(1)(ii), which recognizes that a PA may be used when effects on historic  
152 properties cannot be fully determined prior to approval of an undertaking; and  
153

154 WHEREAS, pursuant to 36 CFR § 800.6(a)(1)(i)(C), JCSLVA invited the Advisory Council on Historic  
155 Preservation (ACHP) to participate in consultation and the ACHP has chosen to participate to this PA  
156 pursuant to 36 CFR § 800.6(a)(1)(iii); and  
157

158 NOW, THEREFORE, JCSLVA, the MO SHPO, the Osage Nation, and the ACHP agree that the  
159 Undertaking shall be implemented in accordance with the following stipulations in order to take into  
160 account the effects of the Undertaking on historic properties.  
161

## 162 STIPULATIONS

163  
164 JCSLVA shall ensure the following measures are carried out:  
165

### 166 I. GENERAL

- 167 a. The Anti-Deficiency Act, 31 USC § 1341, prohibits federal agencies from incurring an  
168 obligation of funds in advance of or in excess of available appropriations. Accordingly, any  
169 requirement for the obligation of funds arising from the terms of this PA shall be subject to the  
170 availability of appropriated funds for that purpose, and this PA shall not be interpreted to  
171 require the obligation of funds in violation of the Anti-Deficiency Act.
- 172 b. All parties shall send and accept official notices, comments, requests for additional information  
173 and/or documentation, and all other communications required by this PA via electronic  
174 correspondence.
- 175 c. Time designations shall be in calendar days and start from the date of electronic  
176 correspondence. Failure to comment within specified time designations shall not prevent  
177 JCSLVA from proceeding in the process as outlined in this PA. In addition, JCSLVA shall  
178 contact the Osage Nation Tribal Historic Preservation Officer (THPO) and the MO SHPO by  
179 phone if no response is received within 5 calendar days before due date. This contact is  
180 intended to determine interest in the particular action; it does not extend the initial review  
181 period.
- 182 d. For the purposes of this PA, the definitions provided in 36 CFR § 800.16(a) through (z)  
183 inclusive shall apply.
- 184 e. JCSLVA shall ensure that federal or contractor staff who meet the applicable Secretary of the  
185 Interior's *Professional Qualification Standards* for architectural history, history, archeology,  
186 architecture, and historic architecture (36 CFR Part 61) participate as required by this PA.
- 187 f. Annually, within two (2) weeks of the anniversary of the execution of this PA, until it is closed  
188 out, expires, or is terminated, JCSLVA shall provide all parties to this PA a summary report  
189 detailing work undertaken pursuant to its terms. The report shall include any scheduling  
190 changes proposed, any problems encountered, and any disputes or objections received in  
191 JCSLVA's efforts to carry out the terms of this PA.

### 192 II. ARCHITECTURAL REVIEW PROCEDURES

- 193 a. In the Schematic Design 1 ("SD-1") stage, JCSLVA shall assess adverse effects of the proposed  
194 design on architectural historic properties in accordance with 36 CFR § 800.5. The design may  
195 be for the overall reconfiguration undertaking, a single component or multiple components.  
196 Pursuant to 800.5(a)(3), JCSLVA shall use a phased process in applying the criteria of adverse  
197 effect should designs be submitted as separate components.  
198

- 199 b. JCSLVA shall submit a documentation package to all Consulting Parties including its finding  
200 of effect.  
201 i. This package shall include maps, design drawings, photographs, and/or projections  
202 sufficient to support JCSLVA's finding of effect.  
203 ii. Consulting Parties shall have thirty (30) days to notify JCSLVA of their concurrence or  
204 disagreement with the finding of effect.  
205 1. JCSLVA shall respond to all timely comments in a letter to Consulting Parties  
206 before proceeding.
- 207 c. If JCSLVA determines the component project or projects will not adversely affect historic  
208 properties in accordance with 36 CFR § 800.5(b) and the MO SHPO concurs, JCSLVA shall  
209 have no further obligations regarding the built environment specific to the component project  
210 or projects. If JCSLVA determines the Undertaking will not adversely affect historic properties  
211 in accordance with 36 CFR § 800.5(b) and the MO SHPO concurs, JCSLVA shall have no  
212 further obligations under this PA regarding the built environment.
- 213 d. If JCSLVA determines the Undertaking will adversely affect historic properties in accordance  
214 with 36 CFR § 800.5(d)(2), JCSLVA shall consult with Consulting Parties regarding adverse  
215 effects to historic properties and measures to avoid, minimize, or mitigate effects in accordance  
216 with 36 CFR § 800.6. This consultation may result in the development of a component project-  
217 specific memorandum of agreement.  
218 i. Consultation may proceed via exchange of emails, letters, discussions over  
219 webinar/conference call, and/or in-person at the discretion of JCSLVA.  
220 ii. The measures to resolve adverse effects shall include specific timelines to ensure  
221 JCSLVA's construction schedule can proceed effectively.  
222 iii. JCSLVA shall notify all Consulting Parties of the measures developed through  
223 consultation to resolve adverse effects.  
224 iv. Information about the implementation of measures to resolve adverse effects of  
225 component projects and the Undertaking shall be included in the annual summary report  
226 as described in Stipulation I(f).

227  
228 III. ARCHAEOLOGICAL REVIEW PROCEDURES

- 229 a. JCSLVA shall ensure all ground disturbance in excess of 6 inches (15 centimeters), in areas  
230 likely to retain archaeological deposits as recorded in the Archival Review Map (Attachment  
231 C) as developed in consultation by JCSLVA, ACHP, the Osage Nation, the Miami Tribe of  
232 Oklahoma, and the MO SHPO are monitored during ground disturbing activities by or under  
233 the direct field supervision of a person or persons meeting the *Professional Qualification*  
234 *Standards* for archaeology as described in Stipulation I(e).  
235 i. JCSLVA shall authorize the archaeologist to halt ground-disturbing activities in a specific  
236 location if archaeological deposits are encountered. Modern debris (i.e., less than 50  
237 years old) shall not be considered archaeological. Should any cultural and/or  
238 archaeological resources be discovered (such as structural features, unusual amounts of  
239 bone or shell, artifacts, or architectural remains) during ground disturbing activities, the  
240 archaeologist shall stop all excavation work within a radial buffer zone of the deposit to  
241 provide for the security, protection, and integrity of the archaeological deposit – an 82  
242 feet (25 meter) buffer zone for precontact or contact period deposits and a 15 feet (4.5  
243 meter) buffer zone for post contact period deposits. Ground disturbing activities may  
244 continue in other locations while the archaeologist assesses the deposit, so long as the  
245 areas determined likely to retain intact archaeological deposits remain monitored.

- 246 ii. JCSLVA shall notify by phone the MO SHPO, Osage Nation Tribal Historic Preservation  
247 Officer, and the Miami Tribe of Oklahoma Tribal Historic Preservation Officer.  
248  
249 iii. The archaeologist shall photograph, sketch, and otherwise document the deposit in  
250 accordance with the MO SHPO's Archaeological Site Form (Site Form) (Attachment B).  
251  
252 iv. JCSLVA, in consultation with the MO SHPO, and the Osage Nation, and Miami Tribe  
253 of Oklahoma for precontact and contact period sites, shall evaluate identified sites in  
254 accordance with the criteria for NRHP listing as defined by 36 CFR § 60.4.  
255  
256 1. If a site is determined not eligible, work may proceed once the archaeologist  
257 has completed and submitted to the MO SHPO the Site Form and its required  
258 documentation.  
259  
260 2. If a site is determined eligible and does not contain human remains or funerary  
261 objects, the archaeologist shall submit documentation of the determination to  
262 JCSLVA within forty-eight (48) hours of such determination.  
263  
264 a. JCSLVA shall review design plans to determine if the eligible site can  
265 be avoided.  
266  
267 i. If JCSLVA determines the site can be avoided or preserved in  
268 place, JCSLVA shall forward documentation of the site to the  
269 MO SHPO, and Osage Nation, and CSLCRO, and Miami Tribe  
270 of Oklahoma and inform them of JCSLVA's decision to avoid  
271 the site or preserve in place.  
272  
273 1. Documentation shall include the Site Form, a map of the  
274 site within the APE, 3-5 photographs, and additional  
275 materials as required to demonstrate the significance of  
276 the site and a description of how avoidance or  
277 preservation in place will be achieved.  
278  
279 2. The MO SHPO, and Osage Nation, and CSLCRO, and  
280 Miami Tribe of Oklahoma shall have seven (7) days to  
281 comment on the significance of the site and the  
282 measures to avoid adverse effects.  
283  
284 ii. If JCSLVA determines the site cannot be avoided or preserved  
285 in place and will be disturbed, JCSLVA shall:  
286  
287 1. Consult with the MO SHPO, and Osage Nation, and  
288 CSLCRO, and Miami Tribe of Oklahoma, and reach  
289 concurrence on a Mitigation Plan commensurate with  
290 the adverse effect and implement that mitigation.  
291 Mitigation would be required to be determined, but not  
292 necessarily completed, prior to continuing construction;  
or  
2. Notify the MO SHPO, and Osage Nation, and CSLCRO,  
and Miami Tribe of Oklahoma and authorize an  
archaeologist to excavate the site based on an Action  
Plan agreed upon by the MO SHPO, and Osage Nation,  
and Miami Tribe of Oklahoma and CSLCRO.  
a. JCSLVA shall notify the MO SHPO, and Osage  
Nation, and Miami Tribe of Oklahoma and  
CSLCRO via email that excavation is complete.  
Once excavation is complete and the MO SHPO,

293 and Osage Nation, and Miami Tribe of Oklahoma  
294 and CSLCRO, concur, JCSLVA can resume  
295 construction activities in the area of the site.  
296 Construction may continue in other locations  
297 while the excavation is ongoing, so long as the  
298 areas determined likely to retain intact deposits  
299 remain monitored.

- 300 b. Following excavation, the archaeologist shall  
301 clean, analyze, document, and prepare for  
302 curation all diagnostic material. Some categories  
303 of artifacts may be discarded after they have been  
304 identified and recorded. This includes modern  
305 objects and bulk items which have no diagnostic  
306 value beyond their presence (e.g., coal and coal  
307 waste; and construction materials such as mortar,  
308 brick fragments, and cut stone fragments).  
309 Representative specimens of these latter items  
310 should be retained. Artifacts of all categories  
311 should be recorded quantitatively.
- 312 c. The archaeologist shall prepare a comprehensive  
313 report as outlined in the Action Plan that meeting  
314 the standards of the National Park Service, and  
315 the MO SHPO, and the Osage Nation, and Miami  
316 Tribe of Oklahoma detailing the physical  
317 characteristics of the site and its significance.  
318 JCSLVA shall submit a copy of the report to the  
319 MO SHPO, and Osage Nation, and Miami Tribe  
320 of Oklahoma for review and comment. JCSLVA  
321 shall curate a copy of the final report and  
322 diagnostic material with a facility meeting the  
323 requirements of 36 CFR Part 79.
- 324 d. JCSLVA shall submit a digital copy and a hard  
325 copy of the final report to the MO SHPO, Osage  
326 Nation, and CSLCRO, and Miami Tribe of  
327 Oklahoma.

- 328 b. JCSLVA shall submit a Summary Report detailing all identified deposits with accompanying  
329 Site Forms to the MO SHPO, and Osage Nation, and CSLCRO and Miami Tribe of Oklahoma,  
330 and at the end of each calendar year for a thirty (30)-day review.

- 331 i. JCSLVA shall finalize the Summary Report upon consideration of timely comments and  
332 submit final Summary Reports to the MO SHPO, and Osage Nation, and CSLCRO, and  
333 Miami Tribe of Oklahoma.

#### 334 IV. IDENTIFICATION OF HUMAN REMAINS AND/OR FUNERARY ITEMS

- 335 a. If potential human remains and/or potential funerary objects are identified, JCSLVA shall stop  
336 excavation work within a 164-foot (50-meter) radius buffer zone of the discovery and:  
337

- 338 i. Contact local law enforcement to determine whether the human remains may be involved  
339 in a legal investigation or not, consistent with Missouri Revised Statutes Section  
340 194.406.2.(1).  
341 ii. Treat non-Native American remains and objects in a manner consistent with Missouri  
342 Revised Statutes Section 194.400-410.  
343 iii. Treat discoveries related to Native Americans and Native American lifeways in  
344 accordance with the Native American Graves Protection and Repatriation Act  
345 (NAGPRA) (Public Law 101-601, 25 USC 3001 et seq., 104 Stat. 3048)  
346

347 V. POST-REVIEW DISCOVERIES

- 348 a. If deposits are discovered where no on-site monitor is present, JCSLVA shall follow the  
349 procedures at Stipulation III.a.i. through III.b.i and ensure that these procedures are carried out  
350 by or under the direct field supervision of a person or persons meeting the *Professional*  
351 *Qualification Standards* for archaeology as described in Stipulation I(e).  
352 b. If unanticipated effects on historic properties occur during execution of the Undertaking,  
353 JCSLVA shall notify the MO SHPO, Osage Nation, and Miami Tribe of Oklahoma within  
354 twenty-four (24) hours and prepare an Action Plan in consultation and concurrence with the  
355 MO SHPO, Osage Nation, and Miami Tribe of Oklahoma to avoid, minimize or mitigate  
356 adverse effects to such properties. JCSLVA, MO SHPO, and Osage Nation, and Miami Tribe  
357 of Oklahoma shall be guided by the steps established in 36 CFR § 800.13(b).

358 VI. DISPUTE RESOLUTION

- 359 a. Should any Signatory or Invited Signatory to this PA object in writing to the manner in which  
360 any stipulation of this PA is implemented, JCSLVA shall consult with that party or parties to  
361 resolve the objection. If JCSLVA determines that such objection cannot be resolved, JCSLVA  
362 shall:  
363 i. Forward all documentation relevant to the dispute, including JCSLVA's proposed  
364 resolution, to the ACHP. The ACHP shall provide JCSLVA with its advice on the  
365 resolution of the objection within thirty (30) days of receiving adequate documentation.  
366 ii. Adequate documentation shall include reference to this PA, the written objection of the  
367 Signatory and/or Invited Signatory, JCSLVA's response to the objection, and any  
368 supporting documentation.  
369 iii. JCSLVA shall forward the documentation relevant to the dispute to all Signatories and  
370 Invited Signatories for their review and comment. These parties shall provide JCSLVA  
371 with written comments within thirty (30) days of receiving adequate documentation.  
372 iv. JCSLVA shall take into account any timely advice or comments received from the ACHP,  
373 the other Signatories and Invited Signatories in determining a final decision on the  
374 dispute.  
375 v. If the ACHP does not respond within thirty (30) days, JCSLVA shall prepare a written  
376 response that takes into account timely comments from other Signatories and Invited  
377 Signatories regarding the dispute.  
378 vi. JCSLVA shall prepare a written decision and distribute the decision and the  
379 documentation relevant to the dispute to all Signatories and Invited Signatories. JCSLVA  
380 shall then proceed in accordance with its final decision.  
381 vii. JCSLVA's responsibility to carry out all other actions subject to the terms of this PA that  
382 are not the subject of the dispute remain unchanged.  
383  
384



385 VII. AMENDMENT AND TERMINATION

- 386 a. This PA may be closed out upon successful completion of Stipulations II-VI. Upon completion,  
387 JCSLVA shall distribute a notice of completion to all Signatories, Invited Signatories, and  
388 Concurring Parties.
- 389 b. This PA may be amended if any Signatory or Invited Signatory requests an amendment and it  
390 is agreed to in writing by all Signatories and Invited Signatories. The amendment shall go into  
391 effect on the date of the signature by the ACHP.
- 392 c. If any Signatory or Invited Signatory to this PA determines that its terms shall not or cannot be  
393 carried out, that party shall immediately consult with the other Signatories and/or Invited  
394 Signatory to attempt to develop an amendment.
- 395 d. If within sixty (60) days an amendment cannot be reached, any Signatory or Invited Signatory  
396 may terminate the PA upon written notification to the other Signatories or Invited Signatory.  
397 JCSLVA shall notify the Concurring Parties of a termination.
- 398 e. Upon termination of this PA, JCSLVA shall either consult to execute another agreement  
399 document or request ACHP comments, pursuant to 36 CFR §800.6(c)(8). This PA may be  
400 terminated without further consultation by the execution of a subsequent agreement that  
401 explicitly terminates or supersedes this PA.

402  
403 VIII. ADMINISTRATION AND DURATION

- 404 a. This PA shall be effective immediately upon signature by the ACHP.
- 405 b. This PA shall be executed in counterparts, with a separate page for each Signatory, Invited  
406 Signatory, and Concurring Party. JCSLVA shall provide a complete copy of the executed PA,  
407 including all signatory pages and Attachments, to all Consulting Parties and shall file a copy  
408 with the ACHP.
- 409 c. This PA shall remain in effect for a period of fifteen (15) years from the date of execution,  
410 unless it is closed out, amended or terminated in accordance with Stipulation VII prior to that  
411 date. No later than six (6) months prior to expiration of the PA, JCSLVA may initiate  
412 consultation to determine if the PA should be allowed to expire or whether it should be  
413 extended for an additional term, with or without amendments. Unless the Signatories and  
414 Invited Signatories unanimously agree on an extension, this PA shall automatically expire and  
415 have no further force or effect in accordance with the stipulated timetable.

416  
417 **EXECUTION AND IMPLEMENTATION of this PA evidence that JCSLVA has taken into account**  
418 **the effects of the Undertaking on historic properties and afforded the ACHP a reasonable**  
419 **opportunity to comment.**

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AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING RECONFIGURATION OF THE JOHN COCHRAN DIVISION OF THE U.S.  
DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM**

SIGNATORY:  
U.S. Department of Veterans Affairs St. Louis Health Care System

**CANDACE IFABIYI** Digitally signed by CANDACE  
IFABIYI  
Date: 2023.07.10 17:25:38 -05'00'

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Candace Ifabiyi, MHA, MSBA, FACHE  
Medical Center Director

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Date

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AMONG THE JOHN COCHRAN DIVISION OF THE U.S. DEPARTMENT OF VETERANS  
AFFAIRS ST. LOUIS HEALTH CARE SYSTEM,  
THE MISSOURI STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING RECONFIGURATION OF THE JOHN COCHRAN DIVISION OF THE U.S.  
DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM**

SIGNATORY:  
Missouri State Historic Preservation Officer



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Brian Stith  
Deputy Director Division of State Parks and  
Deputy Missouri State Historic Preservation Officer

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05/18/2023  
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**AMENDMENT #1 TO  
PROGRAMMATIC AGREEMENT  
AMONG THE JOHN COCHRAN DIVISION OF THE U.S. DEPARTMENT OF VETERANS  
AFFAIRS ST. LOUIS HEALTH CARE SYSTEM,  
THE MISSOURI STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING RECONFIGURATION OF THE JOHN COCHRAN DIVISION OF THE U.S.  
DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM**

SIGNATORY:  
Advisory Council on Historic Preservation



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Reid Nelson  
Executive Director

July 28, 2023

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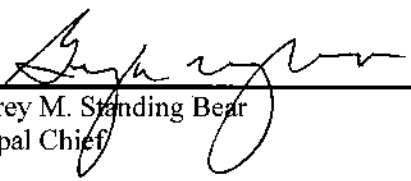
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**AMENDMENT #1 TO  
PROGRAMMATIC AGREEMENT  
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AFFAIRS ST. LOUIS HEALTH CARE SYSTEM,  
THE MISSOURI STATE HISTORIC PRESERVATION OFFICER,  
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REGARDING RECONFIGURATION OF THE JOHN COCHRAN DIVISION OF THE U.S.  
DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM**

503 INVITED SIGNATORY:  
504 Osage Nation

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\_\_\_\_\_  
Geoffrey M. Standing Bear  
Principal Chief

1-10-2023

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Date

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AFFAIRS ST. LOUIS HEALTH CARE SYSTEM,  
THE MISSOURI STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING RECONFIGURATION OF THE JOHN COCHRAN DIVISION OF THE U.S.  
DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM**

CONCURRING PARTY:  
City of St. Louis

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Don Roe  
Executive Director

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REGARDING RECONFIGURATION OF THE JOHN COCHRAN DIVISION OF THE U.S.  
DEPARTMENT OF VETERANS AFFAIRS ST. LOUIS HEALTH CARE SYSTEM**

CONCURRING PARTY:  
Grand Center, Inc.

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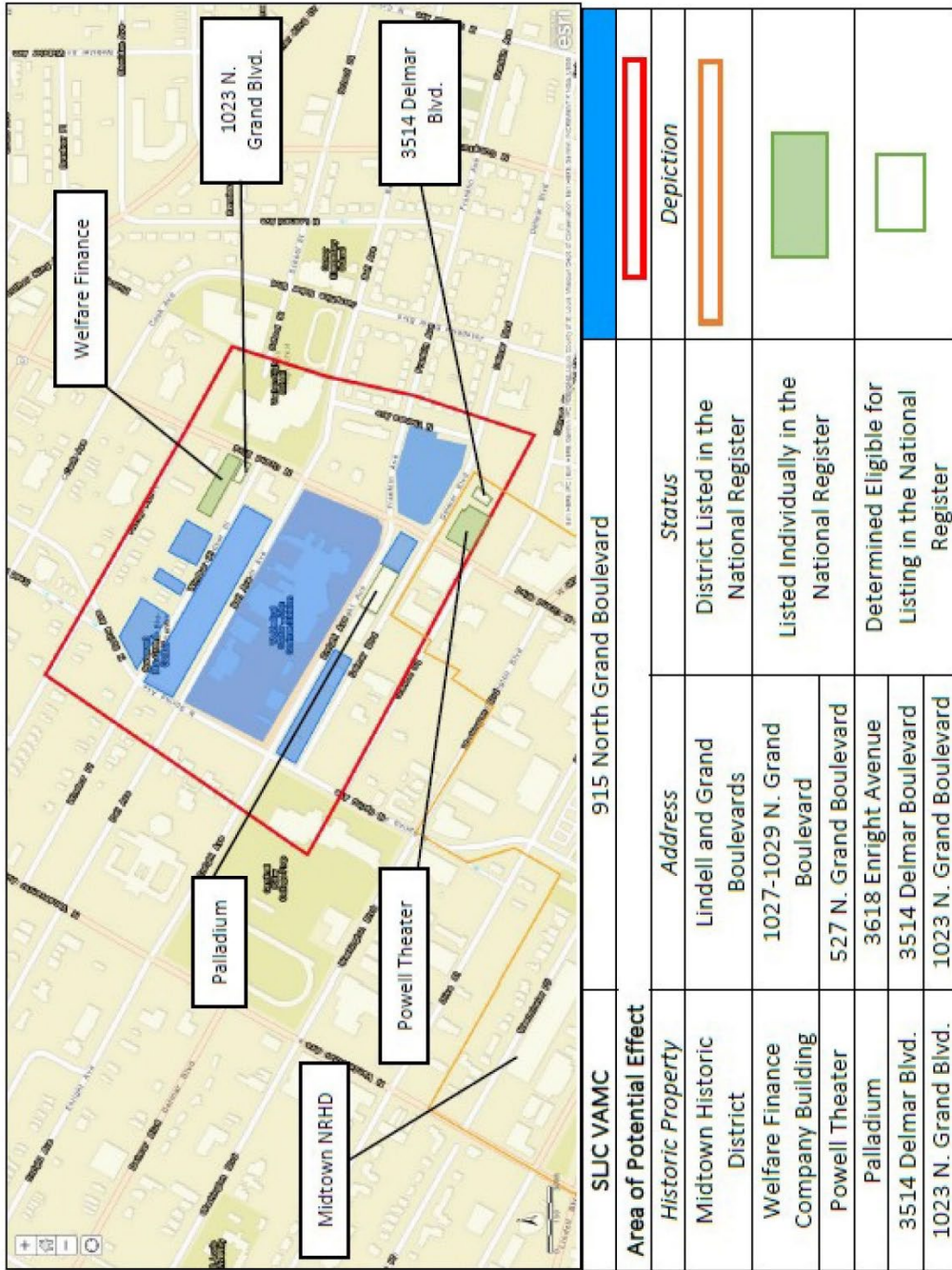
Richard Simmons  
Executive Director

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Date

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Attachment A – Map of Area of Potential Effects



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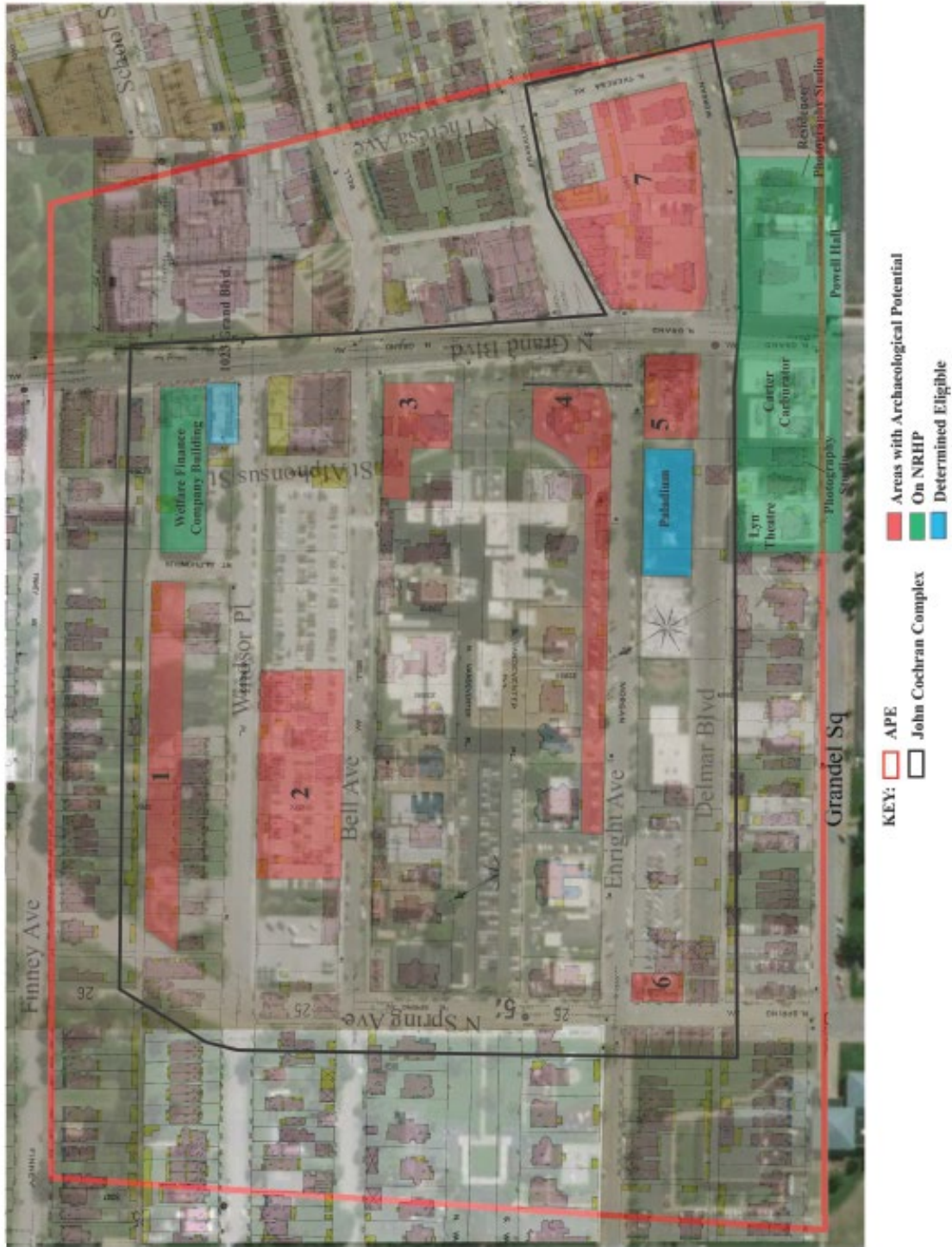
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**Attachment B – MO SHPO Archaeological Site Form**

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**Attachment C –JCSLVA Map of areas likely or unlikely to retain intact subsurface archaeological deposits within the proposed design footprint**

*Figure 182: Location of Potential Cultural Resources Remaining Within the John Cochran Division Complex.  
Note 1909 Fire Insurance Map Overlays Current Aerial Map*



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