MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE STATE HISTORICAL SOCIETY OF IOWA,
IOWA HOMELAND SECURITY & EMERGENCY MANAGEMENT DIVISION,
AND THE UNIVERSITY OF IOWA, REGARDING THE DEMOLITION
OF ART BUILDING, UNIVERSITY OF IOWA, JOHNSON COUNTY, IOWA

WHEREAS, the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security proposes to administer Federal disaster assistance through FEMA’s Public Assistance (PA) Program pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121-5207 (Stafford Act) through the Iowa Homeland Security & Emergency Management Division (IHSEMD) to the University of Iowa (University) for the demolition (Undertaking) of Art Building, University of Iowa, Johnson County, Iowa that was substantially damaged by flooding in June 2008, which resulted in declared disaster DR-1763-IA; and

WHEREAS, FEMA has approved the permanent relocation of the function of Art Building to a site outside of the floodplain, where a new studio arts building will be erected. That relocation is a separate FEMA funded undertaking, in which FEMA’s Section 106 review has been conducted. FEMA has determined that this Undertaking is limited to the demolition of the original facility; and

WHEREAS, FEMA, in consultation with the State Historical Society of Iowa/State Historic Preservation Office (SHSI/SHPO), has determined that the Art Building is individually eligible for listing in the National Register of Historic Places (NRHP) under Criteria A, B and C for its significant contributions to the development of the University, its association with artists such as American muralist Grant Wood, printmaker Mauricio Lasansky, and countless other artists who studied and taught at the University, and for its architectural design and integrity as an excellent example of an academic building designed in a Palladian form and Art Deco style, with modern additions designed by internationally renowned modernist architect Max Abramovitz. The Art Building also contributes to the University of Iowa River Valley Historic District eligible for listing in the NRHP under Criteria A and C, and Criteria Consideration G, for the development of higher education in Iowa and as a collection of architecturally significant structures within a district; and

WHEREAS, FEMA has determined that the Undertaking, will have an Adverse Effect on historic properties, and the SHPO has concurred with this determination in accordance with the Programmatic Agreement among the Federal Emergency Management Agency of the Department of Homeland Security, the State Historic Preservation Office of Iowa, the Iowa Homeland Security and Emergency Management Division and the Advisory Council on Historic Preservation (ACHP), executed October 16, 2009; and

WHEREAS, FEMA in consultation with the SHPO determined that the site of the Art Building had been previously profoundly disturbed by the construction of the original facility, and subsequent additions, and that no archaeological survey work or monitoring is necessary; therefore, regarding archaeological review the Undertaking will result in no historic properties affected; and
WHEREAS, FEMA has notified the ACHP on September 22, 2011 regarding its intent to prepare a Memorandum of Agreement (MOA) to satisfy its Section 106 of the National Historic Preservation Act (NHPA) responsibilities pursuant to 36 CFR Part §800.6 (a)(1), and in a letter dated October 12, 2011 the ACHP has declined to participate, pursuant to 36 CFR §800.6(a)(1)(iii); and

WHEREAS, FEMA notified interested parties of the Adverse Effect in a correspondence dated October 1, 2011 and invited participation in the development of the MOA, notified the public regarding its intent to prepare an MOA to satisfy its Section 106 of the NHPA responsibilities in a public notice published in the Iowa City Press-Citizen and the Gazette on October 1, 2011 and held two public meetings regarding the Undertaking in Iowa City on November 1, 2011; and

WHEREAS, FEMA has invited IHSEMD as the Grantee, and the University as the Sub-grantee, as parties sharing responsibilities in the implementation of the mitigation measures stipulated in this MOA to become signatories to this MOA pursuant to 36 CFR §800.6(c)(2); and

WHEREAS, FEMA in consultation with the SHPO has invited the Iowa City Historic Preservation Commission, Friends of Historic Preservation, the and Preservation Iowa to concur in this MOA, pursuant to 36 CFR §800.6(c)(3); and

WHEREAS, all references to time periods in this MOA are in calendar days and notices and other written communications to FEMA may be submitted by e-mail; and

NOW, THEREFORE, FEMA, SHPO, IHSEMD, and the University agree that the Undertaking shall be implemented in accordance with the following stipulations in order to mitigate the effect of the Undertaking on historic properties.

STIPULATIONS

To the extent of its legal authority and in coordination with the SHPO, IHSEMD, and the University, FEMA will require that the following measures are implemented:

I. Mitigation Measures

A. FEMA shall provide funds through IHSEMD to the University to mothball the original 1936 Art Building for the FEMA approved period of performance for the FEMA grant for this Undertaking. FEMA PA shall fund the demolition of all post 1936 additions to the building as standard disaster recovery scope of work for Project Worksheet (PW) 1587. Demolition of all additions shall be conducted in such a way that there is minimal or no damage to the original 1936 structure. Once sensitive demolition of the additions has been completed, FEMA, through funds specified in this MOA to minimize the adverse effects to historic properties shall fund the mothballing of the Art Building, in accordance with the National Park Service (NPS) Technical Preservation Brief 31: Mothballing Historic Buildings. This mothballing shall include rendering the building safe and secure through board-up, as well as proper ventilation, climate control, humidity monitoring and adjusting utilities to

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ensure that the building is safe from exterior conditions as well as to prevent any continued deterioration during the mothballing period. The University shall develop a mothballing plan prior to the demolition of the post 1936 additions, execute the plan, and ensure the building is protected while planning the property's future. The following seven (7) steps required to complete mothballing must be concluded within thirty-six (36) months from the date of execution.

1. Upon execution of this agreement, the University shall participate in a meeting among FEMA, IHSEMD and the SHPO to discuss the requirements of the MOA specific to the successful completion of the mothballing. All specific roles and responsibilities identified among the University, FEMA and SHPO regarding document reviews shall be outlined and agreed upon at this meeting. This kick-off meeting shall occur within ninety (90) days from the date of execution of this document.

2. The University shall develop a Mothballing Plan stipulating their course of action for rendering the building safe and secure through board-up, as well as proper ventilation, climate control, humidity monitoring, adjusting utilities and exterior maintenance to ensure that the building is safe from exterior conditions as well as to prevent any continued deterioration during the mothballing period. This Plan shall identify the existing utility connections within the building, and specify how they will be modified or disconnected during this mothballing period. The University shall produce this Mothballing Plan within six months from the date of execution, and provide the Plan to FEMA and SHPO for review and comment.

3. Prior to submitting the draft Mothballing Plan for review, the University shall ensure that the preparer of the document has reviewed the NPS Technical Preservation Brief 31: *Mothballing Historic Buildings* and any other relevant resources regarding mothballing made available by the NPS or the SHPO, and taken into consideration the guidance provided by these resources.

4. A draft of the Mothballing Plan shall be submitted to FEMA and the SHPO for review and comment and submittals to SHPO must be hard-copy, single-sided. The document preparer will afford FEMA and SHPO thirty (30) days to comment on the submitted draft.

5. The preparer of the document shall make revisions recommended by FEMA and SHPO to the draft prior to commencement of mothballing.

6. Additional drafts will be reviewed as necessary until the document is mutually agreed upon by all signatories and invited signatories of this agreement. Final submittals to SHPO must be hard-copy, single-sided on acid-free paper. The University shall submit electronic copies to FEMA concurrent with any submittals to SHPO. Demolition activities shall not commence until the agreed upon mothballing plan has been finalized.

7. Within ninety (90) days from completion of sensitive demolition of the post 1936 additions to the Art Building, the University must implement all of the
components of the mutually agreed upon Mothballing Plan to ensure that the Art Building is properly mothballed for the period of performance for the FEMA grant for this Undertaking.

7. The University shall provide FEMA and the SHPO a Mothballing Report within sixty days (60) from the completion of rendering the building safe and secure and implementing all climate controls and utility modifications specified in the Plan. Consecutive annual reports shall be provided to FEMA and SHPO showing the building’s current interior and exterior condition and address any issues regarding building security, maintenance, or other concerns raised through the mothballing process. The final report should include a summary of successful processes developed through this mitigation measure along with any challenges addressed throughout the mothballing period.

B. FEMA shall provide funds through IHSEMD to the University for a Feasibility and Adaptive Reuse Study (Study) for the Art Building. As FEMA is providing funds for the sensitive demolition of the post 1936 additions to the Art Building, and mothballing the building for a potential future use, FEMA and IHSEMD in coordination with the University and SHPO have identified that a Feasibility and Adaptive Reuse Study for the Art Building would provide the University with reuse options and help ensure that the building will be retained. This Study shall outline all necessary building modifications identified for future educational, administrative, community, or other identified uses. The Study shall identify existing building conditions, focus on issues of energy efficiency including production and distribution of energy within the historic building, and provide conceptual options for adaptive reuse. The Study shall take into consideration the fact that the building is eligible for listing in the NRHP and that all recommended additions and modifications to the building should be in conformance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties. The Study will identify possible reuse options and outline components of the building that need repairs/updates to meet better energy efficiency, up-to-date climate controls, building modifications and accessibility requirements based on building code requirements for each identified use. The Study should outline all possible financial incentives for adaptive reuse, such as incentives for historic properties associated with the various suggested uses such as public and private grants. The Study shall include rehabilitation cost estimates, operational budgets and conceptual plans for all recommended improvements. The following six (6) steps required to complete the Study must be concluded within twenty-four (24) months from the date of execution.

1. Upon execution of this agreement, the University shall participate in a meeting with FEMA, IHSEMD and the SHPO to discuss the requirements of the MOA specific to the successful and timely completion of the Study.

2. The University shall contract with an architect, engineer, design or cultural resources management firm to produce the Feasibility and Adaptive Reuse Study for the Art Building. Prior to selection, the firm must demonstrate their past experiences working with historic structures, mechanical systems and the Secretary of the Interior’s Standards for Treatment of Historic Properties.
3. The team selected for the Feasibility and Adaptive Reuse Study shall conduct at least two (2) public meetings during the development of the Study. One meeting should be conducted early in the development process to take into consideration views of the public and interested parties regarding potential reuse concepts. The report should include a summary of public input and how it was taken into consideration. A second meeting should be held toward the end of the Study development to present the findings of the Study to the public.

4. The University shall ensure that a draft of the Feasibility and Adaptive Reuse Study is submitted to FEMA, IHSEMD and SHPO for review and comment, submittals to SHPO must be hard-copy, single-sided. The consultant will afford FEMA and SHPO thirty (30) days to comment on the submitted draft Study

5. The consultant shall make revisions recommended by FEMA and SHPO to the draft Study and resubmit the document to FEMA and SHPO.

6. Additional drafts will be reviewed as necessary until the document is mutually agreed upon by all signatories and invited signatories of this agreement. Final submittals to SHPO must be hard-copy, single-sided on acid-free paper. The University shall submit electronic copies to FEMA and IHSEMD concurrent with any submittals to SHPO.

C. FEMA shall provide funds through IHSEMD to the University of Iowa for the raw visual documentation of Art Building before, during, and after the sensitive demolition of the post 1936 additions. The documentation shall include still photography and video documentation of the existing standing structures both interior and exterior including views depicting the flood affected resources including Art Building and all of its additions and the spatial relationship between other contributing resources within the eligible historic district such as Museum of Art and the west approach to the Iowa Memorial Union (IMU) Pedestrian Bridge. This raw documentation may be used in a future, edited project, and shall meet the requirements for Digital Photo Options for National Register Nominations available online through the SHSI/SHPO web resources. The following three (3) steps required to complete raw visual documentation must be concluded within thirty-six (36) months from the date of execution.

1. Upon execution of this agreement, the University of Iowa shall participate in a meeting with FEMA, IHSEMD and the SHPO to discuss the requirements of the MOA specific to the successful and timely completion of raw visual documentation. This kick-off meeting shall occur within ninety (90) days from the date of execution of this document.

2. The University of Iowa shall either contract with an historian or architectural historian and a professional photographer, to document Art Building and the surrounding resources before, during, and after the demolition of the post 1936 additions or the University may choose to develop this documentation with existing University resources. Prior to the commencement of the project, the University must inform FEMA of their intent to hire a consultant or produce the documentation in-house, and they shall ensure that at least one team member
involved in the documentation is qualified under the Secretary of the Interior’s Professional Qualification Standards, 36 CFR 61 for Architectural Historian as determined by FEMA.

3. Once the documentation is completed, the University shall select a sampling of images taken before, during and after the Undertaking and shall submit supplemental photograph pages for the Iowa Site Inventory Form for the Art Building to FEMA and the SHPO. The University shall retain all raw documentation and ensure that the images and videos continue to be compatible with current viewing technology for the duration of this agreement. The documentation may be used in compilation with other raw documentation captured throughout the campus resulting from FEMA funded undertakings and edited into a comprehensive film or book at a later date.

II. Post Review Discoveries

A. The University shall ensure that during any excavation and demolition activities related to the demolition of the post 1936 additions of Art Building, the contractor shall immediately cease demolition activities in the vicinity of the discovery should previously unidentified archaeological sites or unanticipated effects be discovered during implementation of the project. Personnel should take all reasonable measures to avoid or minimize harm to the archaeological find(s) and/or avoid or minimize further unanticipated effects.

B. The person or persons encountering such properties or effects shall immediately notify FEMA by contacting Ken Sessa, FEMA Region VII Regional Environmental Officer at 816-807-3296, and the SHPO at 515-281-8743. Construction in the area of such sites or effects shall not resume until FEMA determines that the requirements of 36 CFR §800.13(b)(3) have been met.

III. Anticipatory Actions

A. FEMA shall not grant assistance to the University should it, or those acting on its behalf, engage in anticipatory actions with the intent to avoid the requirements of this MOA or any requirements of the NHPA, significantly adversely affecting a historic property to which the assistance would relate or, having legal power to prevent it, allow such significant adverse effect to occur.

B. After consultation with the SHPO and the ACHP, however, FEMA may determine that circumstances justify granting such assistance despite the adverse effect created or permitted by the University and shall complete consultation for the Undertaking.

IV. Duration of Agreement

A. This agreement will be null and void, unless amended per section VI of this agreement, if its terms are not carried out within thirty-six (36) months from the date of execution.
B. If any signatory to this MOA 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).

C. The successful completion of each mitigation measure and the steps identified above will be the ultimate responsibility of the University to ensure that each project is carried out. FEMA will work with the University to monitor and track the completion of the mitigation measures.

V. Dispute Resolution

A. If any objection or dispute should arise within the time frame provided by this MOA to any plans, specifications, or actions provided for review pursuant to this MOA, FEMA will consult further with the objecting party to seek resolution.

B. If FEMA determines that the dispute cannot be resolved, FEMA shall forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR §800.11(e), including FEMA’s proposed resolution of the dispute. Within thirty (30) calendar days after receipt of all pertinent documentation, the ACHP will either:

1. Advise FEMA that it concurs with FEMA’s resolution to the dispute; or

2. Provide FEMA with recommendations, which FEMA will take into consideration in reaching a final decision regarding the dispute; or

3. Notify FEMA that it will comment pursuant to 36 CFR §800.7(c), and proceed to comment. Any comment provided will be taken into consideration by FEMA in accordance with 36 CFR §800.7(c)(4) with reference to the subject of the dispute.

C. Any recommendation or comment provided by the ACHP will be understood to pertain only to the subject of the dispute, and FEMA’s responsibility to fulfill all actions that are not subject of the dispute will remain unchanged.

D. Failure to fulfill the terms of this MOA requires that FEMA again request ACHP’s comments in accordance with 36 CFR §800.7.

E. If FEMA cannot fulfill the terms of this MOA, it shall not take or sanction any action or make any irreversible commitment that would result in an adverse effect with respect to NRHP-eligible or listed historic properties covered by this MOA or that would foreclose the ACHP’s consideration of modifications or alternatives to the Undertaking that could avoid, minimize or mitigate the adverse effect until the comment process has been completed.

VI. Amendments

Any signatory to this MOA may propose to FEMA that the MOA be amended, whereupon FEMA will consult with all signatories to the MOA to consider such an amendment. 36 CFR
§800.6(c)(1) shall govern the execution of any such amendment. The signatures of all the signatories shall be required for any amendment hereto to be effective.

VII. Termination and Noncompliance

A. If any signatory or invited 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 Stipulation VI, above.

B. If within thirty (30) days 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, FEMA must either (a) seek to resolve the adverse effects pursuant to 36 CFR §800.6(b) or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR §800.7. FEMA shall notify the signatories as to the course of action it will pursue.

VIII. Execution of the Memorandum of Agreement

Execution of this MOA by FEMA and implementation of its terms are evidence that FEMA has taken into account the effects of the Undertaking on historic properties, and that FEMA has satisfied its responsibilities under Sections 106 and 110 of the NHPA and the Section 106 implementing regulations.
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AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE STATE HISTORICAL SOCIETY OF IOWA,
IOWA HOMELAND SECURITY & EMERGENCY MANAGEMENT DIVISION,
AND THE UNIVERSITY OF IOWA, REGARDING THE DEMOLITION
OF ART BUILDING, UNIVERSITY OF IOWA, JOHNSON COUNTY, IOWA

EXECUTED:

SIGNATORY

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: ___________________________ Date: 2/10/2012
Kenneth Sessa
Regional Environmental Officer
FEMA Region VII
MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE STATE HISTORICAL SOCIETY OF IOWA,
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OF ART BUILDING, UNIVERSITY OF IOWA, JOHNSON COUNTY, IOWA

SIGNATORY

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: [Signature]

Thomas Costello, Director
Recovery Division
FEMA Region VII

Date: 13 Dec 12
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OF ART BUILDING, UNIVERSITY OF IOWA, JOHNSON COUNTY, IOWA

SIGNATORY

STATE HISTORICAL SOCIETY OF IOWA

By: ___________________________ Date: ___________________________
Douglas W. Jones
Interim Deputy State Historic Preservation Officer

1/31/2012
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INVITED SIGNATORY PARTY

IOWA HOMELAND SECURITY & EMERGENCY MANAGEMENT DIVISION

By: [Signature]
Dennis Harper
State Public Assistance Officer

Date: [Signature]
2-2-11
MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
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INVITED SIGNATORY PARTY

UNIVERSITY OF IOWA

By:                      Date: 12/12
Donna Pearcy
Chief Risk Officer
MEMORANDUM OF AGREEMENT
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CONCURRING PARTY

FRIENDS OF HISTORIC PRESERVATION

By: [Signature] Date: 3/23/12
Helen Burford
Director
MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE STATE HISTORICAL SOCIETY OF IOWA,
IOWA HOMELAND SECURITY & EMERGENCY MANAGEMENT DIVISION,
AND THE UNIVERSITY OF IOWA, REGARDING THE DEMOLITION
OF ART BUILDING, UNIVERSITY OF IOWA, JOHNSON COUNTY, IOWA

CONCURRING PARTY

IOWA CITY HISTORIC PRESERVATION COMMISSION

By: Alicia Trimble
Date: 2/23/12

Chair
MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
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CONCURRING PARTY

PRESERVATION IOWA

By: _______________________________ Date: _______________________________

Steve Frevert
Board Member