

Appendix D

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE STATE HISTORICAL SOCIETY OF IOWA,
IOWA HOMELAND SECURITY & EMERGENCY MANAGEMENT DIVISION,
AND THE CITY OF CEDAR RAPIDS, REGARDING THE DEMOLITION OF THE
LINK-BELT SPEEDER CORPORATION/PUBLIC WORKS BUILDING
IN CEDAR RAPIDS, LINN 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 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 City of Cedar Rapids for repairs to the former Link-Belt Speeder Corporation Complex functioning as the Cedar Rapids Public Works facility damaged as a result of flooding in June 2008, which resulted in declared disaster DR-1763-IA; The City of Cedar Rapids (City) applied to FEMA for an improved project to increase the size of the Public Works facility by demolishing the existing structure and constructing a new facility on the same site (Undertaking); and

WHEREAS, FEMA, in consultation with the State Historical Society of Iowa/State Historic Preservation Office (SHPO), has determined that the former Link-Belt Speeder Corporation Complex is individually eligible for listing in the National Register of Historic Places (NRHP); 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 has determined that the ground disturbing activities associated with the Undertaking are limited to areas that have been previously profoundly disturbed, or have been previously reviewed for archaeological potential and no archaeological investigation is required prior to the commencement of the project; and

WHEREAS, FEMA has notified the ACHP on September 9, 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 September 20, 2011 the ACHP has declined to participate, pursuant to 36CFR §800.6(a)(1)(iii); and

WHEREAS, FEMA has invited IHSEMD as the Grantee and the City as the Sub-grantee as parties sharing responsibilities in the implementation of mitigation measures stipulated in this MOA to become signatories to this MOA; and

WHEREAS, FEMA in consultation with the SHPO has invited the Cedar Rapids Historic Preservation Commission and Preservation Iowa to concur in this MOA, as provided by 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 City 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 City, FEMA will require that the following measures are implemented:

I. Mitigation Measures

- A. FEMA shall provide funds to the City to develop an intensive level historical and architectural survey of industrial corridors in Cedar Rapids including replacing the industrial portions of the existing *Commercial and Industrial Development of Cedar Rapids, Iowa, c. 1865 – c. 1945 MPD*, Marlys A. Svendsen, Svendsen Tyler, Inc. 1997, with an Industrial Corridors MPD (Industrial Survey). The intensive level Industrial Survey will include Iowa Site Inventory Forms prepared for approximately twenty-four (24) industrial properties identified in the existing MPD and additional forms for NRHP eligible buildings identified during this survey within industrial corridors, for a total of both new and revised forms for approximately fifty (50) buildings. Upon completion of the Industrial Survey, the findings will be documented in a NRHP Multiple Property Documentation Form (MPD) and will accompany either a nomination to the NRHP for an industrial historic district, or one (1) individually eligible property nomination. The following steps required to complete the Industrial Survey and NRHP nomination must be completed within thirty-six (36) months from the date of execution.
 1. The City will award the contract to the consultant of the City's choice, provided that the consultant is qualified under the Secretary of the Interior's Professional Qualification Standards for Historian and/or Architectural Historian as determined by FEMA.
 2. Once the City has selected the consultant for the Industrial Survey and NRHP nomination, the City shall coordinate a meeting between the consultant, the City, FEMA, IHSEMD and the SHPO to discuss the requirements of the MOA specific to the successful and timely completion of the project.
 3. The consultant shall use as a guide the following general geographic parameters when conducting the intensive level Industrial Survey. The survey area shall include existing or abandoned railroad corridors, industrialized portions of the

downtown, riverfront industrial land and other areas of major industrial land use as evaluated in the previous *Downtown and Industrial Corridor MPD*.

4. The City shall ensure that the consultant submits to FEMA and the SHPO Iowa Site Inventory Forms (ISIF) for all individually eligible properties, districts and all contributing resources within potential districts identified during the Industrial Survey as meeting NRHP criteria. Submittals to SHPO must be hard-copy, single-sided and shall follow the recommended guidelines for completing an ISIF available through the State Historical Society of Iowa's website. To determine sufficiency, the SHPO may request a sampling of draft ISIFs for review prior to the completion and submittal of all ISIFs. The City or the City's consultant shall submit electronic carbon copies to FEMA concurrent with any submittals to SHPO. The consultant will afford FEMA and SHPO thirty (30) days to comment on the submitted ISIF drafts. The ISIFs shall be completed within twenty-four (24) months from the date of execution for SHPO review and comment.
5. The consultant shall address revisions recommended by SHPO to the draft ISIFs and resubmit the completed ISIFs to FEMA and SHPO within forty-five (45) days from receipt of SHPO comments. Final submittals to SHPO must be hard-copy, single-sided. The City or the City's consultant shall submit electronic carbon copies to FEMA concurrent with any submittals to SHPO.
6. The City shall ensure that the consultant determines the boundaries for a potential industrial historic district(s). Should no district be identified, or should the City prefer, the consultant, in consultation with the City, will recommend one (1) property individually eligible for NRHP listing. Support for the district or individually eligible property nomination shall be sought from the owner(s). The consultant shall provide FEMA and the SHPO a list of properties indicating contributing or non-contributing to the NRHP historic district(s) and a boundary map of the proposed district(s) prior to selecting the property to be nominated. The consultant will afford FEMA and SHPO thirty (30) days to comment on the selection of the property or district that will be nominated to the NRHP.
7. As part of the Industrial Survey and NRHP nomination project, the consultant shall host on behalf of the City and shall participate in at least two (2) local public informational meetings for industrial corridor property owners and the general public.
8. The City shall submit a draft of the district or individual NRHP nomination and the draft Industrial Corridor MPD within twenty-eight (28) months from the date of execution to the SHPO for final review and comment. Draft submittals to SHPO must include three (3) hard-copy single-sided documents. The City or the City's consultant shall submit electronic carbon copies to FEMA concurrent with any submittals to the SHPO. After all necessary SHPO reviews, and all comments have been incorporated; the consultant shall submit the final NRHP nomination and MPD to the SHPO. Final submittals to SHPO must be hard-copy, single-sided on acid-free paper. The consultant shall attend the State National Register

Nomination Review Committee meeting, and make any revisions to the NRHP nomination and MPD recommended by that body and any recommendations made by the National Park Service (NPS) after the SHPO has submitted the final nomination to the NPS. All comments and correspondence between the City or the consultant and SHPO shall be concurrently carbon copied to FEMA.

- B. FEMA shall provide funds to the City to develop and publish a booklet focusing on the history of the Link-Belt Speeder Corporation with a focus on the buildings and structures of the site, the development of the site and the local, state and national significance of the corporation. The booklet should also discuss the development of the facility over its period of growth and the story of roadway development and the contribution the Link-Belt Speeder Corporation made to the national highway movement. The publication shall include historic photographs, historic images, maps, and more recent photographs. Data already researched and contained in the Iowa Site Inventory Form prepared for the Link-Belt Speeder Corporation Complex will be available for preparation of the booklet. The following steps required to complete the booklet must be concluded within thirty-six (36) months from the date of execution.
1. The City will award the contract to the consultant of the City's choice, provided that the consultant is qualified under the Secretary of the Interior's Professional Qualifications Standards for Historian and/or Architectural Historian as determined by FEMA.
 2. Once the City has selected the consultant for the booklet, the City shall coordinate a meeting among the consultant, the City, FEMA, IHSEMD and SHPO to discuss the requirements of the MOA specific to the successful and timely completion of the booklet.
 3. The contractor shall illustrate the narrative with historic photographs, maps and related images and graphics.
 4. All images used in the publication will be in the public domain or used with written permission of the owner or copyright holder.
 5. The copyright to the document will be retained by the City. A credit line shall be provided in the publication as follows: "This project was produced under the terms of a Memorandum of Agreement, pursuant to Section 106 of the National Historic Preservation Act, among the Federal Emergency Management Agency of the Department of Homeland Security, the State Historical Society of Iowa, Iowa Homeland Security and Emergency Management Division and the City of Cedar Rapids, Iowa regarding the demolition of historic properties in Cedar Rapids, Linn County, Iowa. FEMA administered Federal disaster assistance through FEMA's Public Assistance Program pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act for the demolition of historic properties damaged as a result of flooding in July 2008 that resulted in declared disaster DR-1763-IA."

6. Prior to publication, the consultant will submit a draft of the booklet to the City, FEMA and SHPO for review and comment. The consultant will afford FEMA and SHPO thirty (30) days to comment on the draft.
7. The consultant shall address revisions recommended by the City, SHPO and FEMA to the draft and resubmit the final version to the City, SHPO and FEMA within sixty (60) days from receipt of comments.
8. A print run of up to 1200 copies of a 36-48-page 8½" x 11" landscape format four-color publication will be produced.
9. The City, in consultation with the SHPO, will develop a list of local governments; municipal, school and university libraries; historic preservation commissions; and historical societies and shall provide each with a copy of the booklet for their collections.
10. The City shall ensure the delivery of fifty (50) copies of the completed booklet to the SHPO, fifteen (15) copies to FEMA and three (3) copies to IHSEMD.
11. The City shall ensure the delivery of twenty-five (25) copies to the Cedar Rapids Historic Preservation Commission.
12. The City shall ensure that a digital copy, pdf or equivalent, of the booklet will be made available for access by the public on-line from one or more City or City designated websites.

II. Post Review Discoveries

- A. The City shall ensure that their demolition 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 City 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 City 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).

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 ACHP's consideration of modifications or alternatives to the

Undertaking that could avoid 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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AND THE CITY OF CEDAR RAPIDS, REGARDING THE DEMOLITION OF
THE LINK-BELT SPEEDER CORPORATION/PUBLIC WORKS BUILDING
IN CEDAR RAPIDS, LINN COUNTY, IOWA**

EXECUTED:

SIGNATORY

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: _____ Date: _____
Kenneth Sessa
Regional Environmental Officer
FEMA Region VII

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SIGNATORY

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: _____ Date: _____
Jeff Rowbotham
Director – Iowa Closeout Center
FEMA Region VII

DRAFT

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SIGNATORY

STATE HISTORICAL SOCIETY OF IOWA

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

DRAFT

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INVITED SIGNATORY PARTY

IOWA HOMELAND SECURITY & EMERGENCY MANAGEMENT DIVISION

By: _____ Date: _____
Dennis Harper
State Public Assistance Officer

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INVITED SIGNATORY PARTY

CITY OF CEDAR RAPIDS

By: _____ Date: _____
Jeffrey A. Pomeranz
City Manager

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CONCURRING PARTY

CEDAR RAPIDS HISTORIC PRESERVATION COMMISSION

By: _____ Date: _____
Maura Pilcher
Chair

DRAFT

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CONCURRING PARTY

PRESERVATION IOWA

By: _____ Date: _____
Steve Frevert
Board Member

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