

MEMORANDUM OF AGREEMENT
AMONG THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
NATIONAL CEMETERY ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION
AND
HAWAII STATE HISTORIC PRESERVATION OFFICER
FOR
COLUMBARIUM AND CEMETERY IMPROVEMENTS
AT THE
NATIONAL MEMORIAL CEMETERY OF THE PACIFIC

WHEREAS, the National Memorial Cemetery of the Pacific (Cemetery), which occupies the extinct volcanic crater on O'ahu known as the Punchbowl (Puowaina), is projected to be full to capacity by the year 2016; and

WHEREAS, the Department of Veterans Affairs (VA) National Cemetery Administration (NCA) inters Veterans and eligible family members;

WHEREAS accordingly, the United States Congress has authorized expansion of and other improvements to the Cemetery; and

WHEREAS the VA NCA proposes to respond to this authorization by constructing approximately 12,500 columbarium niches (columbaria) at three selected locations within the Punchbowl crater, while demolishing and replacing the existing administrative/visitors center with a new facility outside the crater rim, renovating or improving the existing maintenance complex, installing a memorial wall consisting of approximately 700 memorial markers, and making repairs and improvements to roads, signage, and site furnishings (hereinafter collectively referred to as "the undertaking") as illustrated in Attachment A, titled "Proposed Major Site Improvements"; and

WHEREAS the undertaking is subject to review under Section 106 of the National Historic Preservation Act and its implementing regulations; and

WHEREAS the Cemetery is included in the National Register of Historic Places; and

WHEREAS pursuant to 36 CFR § 800.5(d), NCA, in consultation with the Hawaii State Historic Preservation Officer (SHPO) has determined that the undertaking may diminish the integrity of those qualities that make the Cemetery eligible for the National Register, and hence will have an adverse effect on the Cemetery; and

WHEREAS NCA has consulted with the Hawaii SHPO and the Advisory Council on Historic Preservation (ACHP) to resolve such adverse effects; and

WHEREAS NCA, the SHPO and the ACHP have consulted with the National Trust for Historic Preservation, Historic Hawaii Foundation, the Outdoor Circle, Office of Hawaiian Affairs, and the Papakolea Community Development Corporation and invited them to review and comment on this memorandum of agreement (MOA); and

WHEREAS the original project prospectus identified both the existing administration building (Bldg 2001) and maintenance building (Bldg 3001) complexes for demolition,

NCA completed a Level II Historic American Buildings Survey (HABS) ¹, which provides a narrative and photographic documentation about the structures' history, physical characteristics, and current condition; and

WHEREAS NCA decided during the initial design phase to demolish only the existing administration building and information center and renovate the existing maintenance building to increase its service life approximately another 10 years; and

WHEREAS SHPO, ACHP and other consulting parties have agreed the HABS is appropriate mitigation for the adverse effect caused by the demolition of the existing administration building and information center and the siting of the memorial wall; and

WHEREAS NCA has completed an archaeological survey of the project site ², and the investigation determined that the project is unlikely to affect archaeological cultural resources that are contributing components to the overall National Register-listed National Cemetery historic district, and although there will be some project-related disturbance of the overall National Cemetery historic district, the report recommends a "no adverse effect" project effect determination; and

WHEREAS NCA has completed a cultural impact assessment of the project site ³, and the assessment has determined that the project may have a direct impact on as-yet undiscovered burials in the underlying lands near the existing administration building complex and has presented recommended procedures for addressing these situations; and

WHEREAS NCA has made a variety of modifications to the design of the undertaking; and

WHEREAS through consultation, two Areas of Potential Effect (APE's) have been identified as delineated on Attachment B – APE 1 & 2.

NOW, THEREFORE, it is mutually agreed that NCA will implement the following stipulations in order to resolve the adverse effects of the undertaking on the Cemetery.

STIPULATIONS

- I. Administration/Public Information Building
 - A. NCA will construct the Administration/Public Information Building at the location shown, and in accordance with the design concepts illustrated, in Attachment C, titled "Location and Conceptual Design of Administration/Information Building" dated March 19, 2012.

¹ Historic American Buildings Survey of 4 Buildings, National Memorial Cemetery of the Pacific, Pauoa and Makiki Ahupua'a, Honolulu (Kona) District, O'ahu Island, Hawaii;" Cultural Surveys Hawaii, August 2010

² "Archaeological Inventory Survey for the National Memorial Cemetery of the Pacific, Pauoa and Makiki Ahupua'a, Honolulu (Kona) District, O'ahu Island, Hawaii;" Cultural Surveys Hawaii, December 2010

³ "Cultural Impact Assessment for the National Memorial Cemetery of the Pacific, Pauoa and Makiki Ahupua'a, Honolulu District, O'ahu Island, Hawai'i." Cultural Surveys Hawaii, December 2010

- B. NCA will ensure to the extent possible that natural materials and native plants are used in landscaping around the Administration/Public Information Building;
 - C. NCA will afford the SHPO the opportunity to review plans and specifications for the Administration/Public Information Building for a period of thirty (30) days at the 50% and 90% design stages. NCA will consider SHPO comments and notify SHPO in writing of its decision.
 - D. NCA has addressed the potential visual effects of the Administration/Public Information Building in the course of review under the National Environmental Policy Act. Per comments received from the public, NCA will include additional landscape plantings on the west facing slope to enhance the visual buffer.
- II. Columbaria
- A. Existing Courts 1 thru 5:
 - 1. NCA will replace the existing columbarium caps with visually in-kind caps. For maintenance purposes, the new caps shall conform to the general profile of the existing caps minus the integral channels which formed the planters and water features.
 - 2. Caps will be replaced as part of the base construction project with work being completed within 24 months of the award of the construction contract.
 - B. Existing Courts 6 thru 12:
 - 1. To mitigate the visual impacts of Courts 6 thru 12, NCA will enhance the existing landscape plantings with additional plantings along the perimeter of the courts. Plantings shall include hedge plantings to match the hedges at Courts 1 thru 5, additional trees and ornamentals, and ground covers suitable to the environment and setting.
 - 2. The additional landscape plantings will be installed as part of the base construction project with work being completed within 24 months of the award of the construction contract.
 - C. Courts 13, 14, and 15:
 - 1. NCA will demolish the existing administration and lodge buildings and construct the columbaria at the locations shown in Attachment A identified as "Columbarium A – Court 13 and Columbarium B – Courts 14 and 15".
 - 2. NCA will design the columbaria to be consistent with the concept drawings shown in Attachments D, titled "Conceptual Design of Columbaria A & B".

3. NCA will ensure that simulated volcanic stone is used in the construction of columbaria walls, and that mock orange hedges or similar type landscaping are employed in decorative planting.
4. NCA will afford the SHPO the opportunity to review plans and specifications for the columbaria for a period of thirty (30) days at the 50%, and 90% design stages. NCA will consider SHPO comments and notify SHPO in writing of its decision.
5. The construction of Court 13 will be a part of the base construction project with work being completed within 24 months of the award of the construction contract.
6. If not awarded as part of the base construction project, Courts 14 and 15 will be constructed at a future date as the need arises and as funding becomes available.

III. Memorial Wall

- A. NCA will construct the Memorial Wall at the location shown in Attachment A identified as "Memorial Wall".
- B. NCA will design the Memorial Wall to be consistent with the concept drawing shown in Attachment E, titled "Conceptual Design of Memorial Wall". NCA will ensure that natural or cultured volcanic stone is used in the construction of Memorial Wall,
- C. NCA will afford the SHPO the opportunity to review plans and specifications for the Memorial Wall for a period of thirty (30) days at the 50%, and 90% design stages. NCA will consider SHPO comments and notify SHPO in writing of its decision.
- D. The construction of the Memorial Wall will be a part of the base construction project with work being completed within 24 months of the award of the construction contract.

IV. Site Furnishings and Signage:

- A. NCA will replace existing site furnishings as identified in the Design Development - 2 drawings with pre-cast concrete furnishings. Due to weight considerations, site furnishings located on the lanais of the new administration building shall be the NCA standard Victor Stanley "Ironsites" series.
- B. Signage shall be as depicted on the Design Development - 2 drawings.

V. Native Hawaiian Interpretive Panels

- A. Recognizing the roles played by the Punchbowl crater in Native Hawaiian tradition, NCA, in consultation with the existing consulting parties and other entities identified as contributors, will design and install three

interpretive panels to be located in publicly accessible exterior locations either near the Administration/Public Information Center Building or in the crater, interpreting how the crater has figured and continues to figure in traditional Hawaiian beliefs and ways of life.

- B. NCA requests the assistance of SHPO and the Consulting Parties in identifying the appropriate entities to develop the Native Hawaiian cultural theme for the panels. NCA, through its A/E, will be responsible for preparation of graphics, coordination of reviews with the identified entities, production of final graphics, and fabrication and installation of the panels.
- C. The final placement of the panels will be coordinated through NCA's Deputy Under Secretary for Management.
- D. NCA will set a target date of 24 months following the completion of the New Admin/PIC construction for the installation of the interpretive panels.
- E. NCA will ensure that interpretive panels are sized, scaled, and fabricated with appropriately designed permanent materials for placement in a publicly accessible location in vicinity of the Public Information Center. NCA will afford the SHPO and Consulting Parties the opportunity to review plans and specifications for these interpretive panels for periods of thirty (30) days at the 50%, and 90% design stages. NCA will consider SHPO comments and notify SHPO in writing of its decision.

VI. Archaeology, Native Hawaiian Cultural Items

- A. In consultation with the SHPO and the Office of Hawaiian Affairs (OHA), NCA will ensure that all ground disturbing activities associated with the undertaking, including but not limited to grading, trenching, and landscape modification, are monitored under the supervision of qualified personnel as defined by Secretary of the Interior's Guidelines.
 - 1. Should this monitoring reveal the presence of archaeological resources eligible for the National Register, NCA will ensure that ground disturbance is halted in the immediate vicinity of such resources, and will consult further with the parties to this MOA to establish a program to preserve and/or recover data from such resources in accordance with pertinent professional standards.
 - 2. Should the testing or subsequent data recovery reveal the presence of Native Hawaiian or other cultural items as defined in the regulations implementing the Native American Graves Protection and Repatriation Act (43 CFR 10), NCA will comply with 43 CFR 10 in consultation with OHA and any Native Hawaiian organizations identified as appropriate by OHA.

VII. Resolving Objections

- A. Should any party to this MOA object in writing to NCA regarding any action carried out or proposed with respect to the undertaking or to implementation of this MOA, NCA will consult with the objecting party to resolve the objection.
- B. If after initiating such consultation NCA determines that the objection cannot be resolved through consultation, NCA will forward all documentation relevant to the objection to the ACHP, including NCA's proposed response to the objection.
- C. Within 30 days after receipt of all pertinent documentation, the ACHP will exercise one of the following options:
 1. Advise NCA that the ACHP concurs in NCA's proposed response to the objection, whereupon NCA will respond to the objection accordingly; or
 2. Provide NCA with recommendations, which NCA will take into account in reaching a final decision regarding its response to the objection; or
 3. Notify NCA that the objection will be referred for comment pursuant to 36 CFR 800.7(a)(4), and proceed to refer the objection and comment. NCA will take the resulting comment into account in accordance with 36 CFR 800.7(c)(4) and Section 110(l) of NHPA.
- D. Should the ACHP not exercise one of the above options within 30 days after receipt of all pertinent documentation, NCA may assume the ACHP's concurrence in its proposed response to the objection.
- E. NCA will take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; NCA's responsibility to carry out all actions under this MOA that are not the subjects of the objection will remain unchanged.
- F. At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to this MOA or the effect of the undertakings on historic properties be raised by a member of the public, NCA will notify the parties to this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA to resolve the objection.

VIII. Annual Report and Review

- A. On or before June 1 of each year until NCA and the SHPO agree in writing that the terms of this MOA have been fulfilled, NCA's Deputy Under Secretary for Management will prepare and provide an annual report to the parties to this MOA, detailing its progress in completing the

undertaking and carrying out the terms of this MOA and/or any changes or deviations from the agreed upon details of the undertaking.

- B. NCA will ensure that its annual report is made available for public inspection by posting it at the Administration Office, a local public library, NCA's "Public Review Documents" website, <http://www.cem.va.gov/cem/EA.asp> so that potentially interested members of the public are made aware of its availability, and that interested members of the public are invited to provide comments to the SHPO and ACHP as well as to NCA.
- C. The signatories to this MOA will review the annual report and provide comments to NCA. Non-signatory parties to this MOA may review and comment on the annual report at their discretion.
- D. At the request of any party to this MOA, NCA will ensure that a meeting or meetings are held to facilitate review and comment, to resolve questions, or to resolve adverse comments.
- E. On a triennial basis, "NCA's Deputy Under Secretary for Management will brief SHPO and the consulting parties on the current status of the Memorial, any planned undertakings, and current capacity levels and projections.
- F. Based on this review, the signatories to this MOA will determine whether this MOA will continue in force, be amended, or be terminated.

IX. Amendment and Termination

- A. If the terms of this MOA have not been implemented by September 30, 2036, this MOA will be considered null and void. In such event NCA will so notify the parties to this MOA, and if it chooses to continue with the Undertakings, will re-initiate review of the Undertakings in accordance with 36 CFR Part 800.
- B. Any party to this MOA may propose to NCA that the MOA be amended, whereupon NCA will consult with the other parties to this MOA to consider such an amendment. 36 CFR 800.6(c)(1) will govern the execution of any such amendment.
- C. If NCA determines that it cannot implement the terms of this MOA, or if the SHPO or ACHP determines that the MOA is not being properly implemented, such party may propose to the other parties to this MOA that it be terminated.
- D. The party proposing to terminate this MOA will notify all parties to this MOA, explaining in writing the reasons for termination and affording them at least 30 days to consult and seek alternatives to termination. The parties will then consult.

- E. Should such consultation fail, NCA or other signatory party may terminate the MOA by notifying all parties in writing.
- F. Should this MOA be terminated, NCA will either:
 - 1. Consult in accordance with 36 CFR 800.6 to develop a new MOA;
or
 - 2. Request the comments of the ACHP pursuant to 36 CFR 800.7.

Execution and submission of this MOA, and implementation of its terms evidence that NCA has afforded the ACHP an opportunity to comment on the undertaking and its effects on historic properties, and that NCA has taken into account the effects of the undertakings on historic properties.

U.S. DEPARTMENT OF VETERANS AFFAIRS
National Cemetery Administration

By: Steve L. Muro Date: 3-8-13
Steve L. Muro,
Under Secretary for Memorial Affairs

HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

By: William J. Aila Jr. Date: 5/6/13
William J. Aila Jr.,
Chairman and State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: John M. Fowler Date: 6/21/13
John M. Fowler,
Executive Director