

Memorandum of Agreement
Among the U.S. Department of Veterans Affairs,
U.S. Army Garrison Hawaii, the Hawaii State Historic Preservation Officer, and
the Advisory Council on Historic Preservation,
Regarding
Construction of a Facility to House the Post Traumatic Stress Disorder Programs
at Tripler Army Medical Center in Central Oahu, Hawaii

WHEREAS, the Department of Veterans Affairs (VA) proposes to construct a facility to house its Post Traumatic Stress Disorder Programs (PTSD Building) at Tripler Army Medical Center (TAMC); to serve both Veterans and active duty personnel and

WHEREAS, the U.S. Army Garrison Hawaii (Army) has issued a permit to VA for construction of the PTSD Building (the undertaking) and has approved the location of the PTSD Building as specified in its memorandum dated July 22, 2008 (Attachment A); and

WHEREAS, the location approved by the Army satisfies VA requirements for site selection based on VA's clinical goals, proximity to the VA Ambulatory Care Clinic and to exercise facilities, controlled access to the treatment environment, and a setting that is peaceful and quiet; and

WHEREAS, the TAMC campus has been determined eligible for listing on the National Register of Historic Places for its association with the development of military medical care in the Pacific, its association with General Robert C. Richardson, its historic architectural merit and the quality of its landscape design by Robert O. and Catherine Thompson; and

WHEREAS, an archaeological study whose results are documented in the report entitled *Archaeological Assessment for the Proposed Post Traumatic Stress Disorder (PTSD) Residential Rehabilitation Program (PRRP) Facility at Tripler Army Medical Center, Honolulu, Hawaii, TMK: (1) 1-012:005* (Pacific Legacy, Inc., 14 December 2007) documented that there is a very low probability of intact archaeological resources subject to effect by the undertaking; and

WHEREAS, VA is the lead federal agency for purposes of reviewing the undertaking's impacts on historic properties under Section 106 of the National Historic Preservation Act and its implementing regulations (36 C.F.R. 800); and

WHEREAS, VA has determined that the undertaking will have adverse effects on the historic landscape that contributes to the historic, cultural, and aesthetic significance of the TAMC, and has the potential for adverse effect on the TAMC's architectural integrity should it introduce incompatible building design elements; and

WHEREAS, VA has consulted on the undertaking with the Army, the Hawaii State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP), has invited them to participate in the development and execution of this Memorandum of Agreement

(MOA) pursuant to 36 C.F.R. Part 800, and has invited them to execute this MOA as signatory parties; and

WHEREAS, VA has consulted with the National Trust for Historic Preservation (NTHP), Historic Hawaii Foundation (HHF), and the Outdoor Circle, and invited them to execute the MOA as concurring parties; and

WHEREAS, VA consulted with the Office of Hawaiian Affairs (OHA), which expressed no concerns and declined to participate in the MOA;

NOW, THEREFORE, VA, Army, ACHP and SHPO agree that the undertaking will be implemented in accordance with the following stipulations to take into account the effects of the undertaking on the historic character of the TAMC.

STIPULATIONS

VA will ensure that the following stipulations are implemented:

I. VA's PTSD Building Design and Related Requirements

- A. VA will construct the PTSD Building in accordance with the revised Site Plan reviewed by the Consulting Parties on May 23, 2011 (Attachment B1), subject to such modifications as may be agreed to pursuant to Stipulations II (Pre-Construction and Construction Review) and III (Landscaping and Trees).
- B. VA will continue to consider adjustments to the design shown in Attachment B1 to reduce impacts on the landscaped berm north of the PTSD Building site.

II. Pre-Construction and Construction Review

- A. VA will continue to consult with the signatory, concurring, and other parties consulted during negotiation of this MOA (hereinafter, collectively, "Consulting Parties") regarding ways to reconfigure the northern drive and parking spaces shown in Attachment B1 to reduce impacts on the landscaped berm north of the PTSD Building site. VA will document such consultation and any agreements reached, and make such documentation available to the consulting parties.
- B. VA will meet with the Consulting Parties at times and places mutually agreed upon, and communicate with them by telephone and email, to ensure that they are apprised of progress in design of the undertaking and given every reasonable opportunity to provide advice and resolve concerns; VA will arrange teleconferences and meetings as needed and requested.
- C. VA will ensure that any agreements reached with the consulting parties are reflected in the final plans and specifications for the PTSD Building, and that such plans and specifications are made available to the Consulting Parties.

- D. VA will provide proposed Site Development and Grading drawings as they are developed at 35%, 65% and 95% design to all Consulting Parties for a 20 working-day review¹ and comment period to verify their agreement on, or views of, matters of concern including but not limited to:
- a. VA's efforts to minimize effects on the historic landscaped berms surrounding the PTSD Building site and on foliage included in the original landscape plan developed by Thompson & Thompson;
 - b. The design and landscaping of access ramps and stairs; and
 - c. VA's efforts to harmonize the exterior treatment of the PTSD Building with the existing architectural character of the TAMC.
- E. VA's options for further reducing impacts to the historic landscaping and berm include, but are not limited to, construction of a retaining wall, limiting or reorganizing parking spaces north of the PTSD Building, and relocating some parking spaces to other locations provided such relocation is consistent with ready access to the PTSD Building by its residents, visitors and staff, including disabled personnel, and with Army anti-terrorism force protection requirements. VA will ensure that any retaining walls are designed with profiles similar to other walls at TAMC and that they are composed of like materials.
- F. Should VA determine, during the undertaking's design process, or thereafter, that additional parking spaces are needed, it will give first priority to locating such spaces at the west end of the southern parking area.
- G. VA will protect the berms and existing historic landscape during construction by:
- 1. Requiring construction crews to avoid damage to the berm and those plantings that are to be preserved, by including explicit language to this effect in construction contracts, by explicitly tasking construction supervisors with ensuring that damage is avoided, and by employing construction fencing and similar devices to avoid disturbance of the berm outside the immediate construction area and to avoid impact to the trunks, root systems, and foliage of trees and shrubs.
 - 2. If a retaining wall is to be constructed, providing oversight to construction workers to ensure that the berm is not cut into more than necessary and to ensure that upon completion of such cutting the original grade of slope is replicated to match the original grade that existed before altering the berm.
 - 3. In consultation with a qualified arborist, monitoring the health of plantings to be preserved and taking remedial arboreal action as necessary to maintain their health during the construction process.

¹ Review periods provided for throughout this MOA are to be calculated from the date a document is received by the consulting party.

H. Historic Design Elements for the Proposed Building

1. In order to reflect and be compatible with the historic Modernist style of the TAMC campus, VA will ensure that its design team includes expertise in the design of new buildings in a landscaped Modernist architectural environment, and will incorporate Modernist design elements consistent with those characteristic of the TAMC campus into the exterior of the new building, including but not limited to the Hawaiian style hipped roof with ridge ventilation beaks, exposed rafters and generous overhangs..
2. While the overall form and massing of the PTSD Building are defined by clinical needs, and are not subject to substantial revision from those shown in Attachment B2 (elevation view), VA will ensure that the facades, fenestration, roofs, exterior colors, and other details of exterior treatment match as closely as possible those that characterize other buildings at TAMC, particularly including the nearby Buildings 320 (Firehouse) and -300 (Gymnasium). Specific elements to be considered in design of the PTSD Building include:
 - a. A hipped/gable roof like that on building 215
 - b. Use of semi-cylindrical clay tile, 8 mix or a metal equivalent which demonstrates the same profile and color, approximating the appearance of Building 215 or 300;
 - c. Window and door types like those original to Buildings 215, 300 or 320;
 - d. Smooth exterior stucco finishes like that found on Buildings 215, 300 or 320; and
 - e. Exterior colors like those of the Fisher Houses at TAMC.
3. VA will consult further with the consulting parties on the selection of appropriate colors of paint for the pink walls and green window and door trim, the specific type of simulated metal roof tiles to mirror the clay roof tiles on surrounding buildings, and appropriate types of cement for walkways, walls, patios and any other features. VA will document the results of this consultation, including any agreements reached, and will ensure that agreements are reflected in final plans and specifications, which VA will ensure are made available to the consulting parties.
4. VA will provide proposed elevation and exterior design drawings as they are developed to all consulting parties for a 20 working-day review and comment period to verify their agreement on, or views of, matters of concern including but not limited to the PTSD Building's compatibility with the existing architectural character of the TAMC campus, and specifically with that of the Firehouse and Gymnasium. This review may be coordinated and coincident with the review provided for in Stipulation II.D above.

III. Documentation of Historic Landscape

- A. Pursuant to Section 110(b) of NHPA, VA will document the historic landscape within and immediately surrounding the PTSD Building Site.
- B. The documentation will consist of pre-construction high-resolution digital photography and will be done by a professional photographer.
- C. The views will include aerial imagery of the site and its surroundings out to at least 500 feet from the construction site boundaries; views north across the site, views south across the site, views east across the site, views west across the site; views from the site toward other areas of the TAMC campus; views from the site toward the sea, views from the site toward the island interior; close-up views of vegetation on and around the site.
- D. A digital catalogue of all the images, the images, and a brief text explaining the images and discussing the significance of the landscape will be provided on compact discs or equivalent media to the Army, SHPD and any additional consulting parties who request them.

IV. Landscaping and Trees

- A. In designing and implementing its landscaping plan, VA will modify its previous plans, depicted in Attachments C1 and C2, to address the revised site and parking areas reflected in Attachment B1. VA will consult with the consulting parties on the retention, relocation, replanting, and/or new planting of Monkey Pod Trees and other trees that contribute to the character of the TAMC landscape, specifically including retention and protection of the Monkey Pod Trees numbered 3, 4, and 5 on Attachment B1. VA will document the results of this consultation, including any agreements reached, and will ensure that agreements are reflected in final landscaping plans and specifications, which VA will ensure are provided to the consulting parties.
- B. VA will continue to investigate the feasibility and cost-effectiveness of transplanting Monkey Pod Trees that were planted during the original landscaping in the mid-20th century. If VA finds that it is feasible and cost-effective to transplant such original plantings, and that such trees may be preserved by transplanting, VA will consult further with the consulting parties in determining where the existing trees will be replanted.

V. Improvements to Future Project Reviews

- A. Within 30 days after execution of this MOA, VA will initiate discussions with the Army toward developing an interagency agreement concerning the timing, conduct, and coordination of future VA project reviews at TAMC under Section 106 of the National Historic Preservation Act and related authorities. Such agreement may build upon, incorporate, or otherwise relate to prior existing agreements between VA and the Army. With the concurrence of the Army, VA will provide the Signatory and Consulting Parties with a draft of the interagency agreement for comment within 180 days after execution of this MOA; if this schedule proves infeasible, VA will so notify the Consulting Parties and propose an alternative. The interagency agreement will be consistent with 36 C.F.R. Part 800 and will provide for fully informed

consultation about proposed undertakings to be initiated early in planning, before siting and design decisions are made that foreclose alternatives to avoid, reduce, or otherwise mitigate potential adverse effects. Upon receiving and considering the comments of all consulting parties, and with the written concurrence of the Army and ACHP comments, VA will finalize the interagency agreement

- B. VA and the Army will resolve any disputes concerning the interagency agreement, and any objections to it, through discussions among the parties, or failing such resolution, in accordance with Stipulation VI.

VI. Monitoring Implementation

- A. Within 30 days after execution of this MOA, VA will provide the Consulting Parties with a schedule of anticipated progress reports and other submittals to assist the Consulting Parties in monitoring implementation of this MOA's terms. The schedule will specify dates of anticipated submittals, including but not limited to:
 - a. Grading and site development drawings pursuant to Stipulation II. A. and C.
 - b. Elevation and exterior design drawings pursuant to Stipulation II. E.2.
 - c. Overall progress reports to be submitted to all Consulting Parties every six (6) months until this MOA expires or is terminated, detailing work undertaken pursuant to this MOA's terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in VA's efforts to carry out the terms of this MOA.
- B. VA will provide the Consulting Parties with progress reports in accordance with the schedule established under stipulation V.A, and consult with the parties to resolve any questions, concerns, or issues they may identify. Reports and other submittals may be in electronic or hard-copy form.

VII. Dispute Resolution

- A. If any Consulting Party objects in writing with regard to the implementation of stipulations of this MOA, VA will consult with the objecting party(ies) within 30 days of receipt of the objection. VA will attempt to resolve the objection through consultation with the objecting party(ies), and, as necessary, other parties to this MOA.
- B. If resolution is obtained, VA will so notify all Consulting Parties, and absent timely objection, implement this MOA in accordance with the terms of the resolution.
- C. If resolution is not reached, VA will forward all documentation relevant to the objection to the ACHP and request ACHP's assistance in accordance with 36 C.F.R. §800.2(b)(2). Any advisory comments provided by the ACHP and all comments from Consulting Parties will be taken into account by VA in making its final decision regarding the objection.

- D. VA will provide a copy of its final decision regarding the objection to all Signatories and Consulting Parties within 30 days of making the decision.

VIII. Amendments

- A. If any of the Signatories to this MOA believes that an amendment is necessary, that party will inform the other Consulting Parties in writing and state the reason for the proposed amendment. VA will consult with the Consulting Parties to determine the need and nature of the amendment and if it is warranted. Amendments will be developed in accord with 36 CFR §800.6(c)(7).
- B. If an amendment cannot be agreed upon, the dispute resolution process in Stipulation VI will be followed.

IX. Termination

- A. If VA cannot implement the terms of this MOA, or the Army, SHPO or ACHP determines the MOA is not being properly implemented, any of these Signatories may propose that the MOA be terminated. The Signatory proposing termination will notify in writing all other Consulting Parties to this MOA and explain the reason(s) for the proposed termination. Within 15 working days, all parties will consult to seek alternatives to termination.
- B. Should such consultation fail, the VA, the Army, the SHPO or the ACHP may terminate this MOA by notifying the other Consulting Parties.
- C. If the MOA is terminated, VA will either consult in accordance with 36 CFR §800.6 to develop and execute a new MOA or request the comments of the ACHP pursuant to 36 CFR §800.7.

X. Duration

This MOA will expire if its terms are not implemented with three (3) years from the date of its execution unless the signatories agree in writing to an extension. Six (6) months prior to the date of such expiration, should it appear that the terms of this MOA will not be implemented by such date, , VA will consult with the other Consulting Parties and interested members of the public to determine the appropriate course of action in order to remain in compliance with Section 106 of the National Historic Preservation Act.

XI. Anti-Deficiency Act.

Pursuant to the terms of the Anti-Deficiency Act, 31 USC 1341 et seq, VA's fulfillment of the terms of this MOA is subject to applicable laws and regulations and to the availability of funds. If VA finds that it lacks the funds necessary to fulfill any stipulation of this MOA, VA shall so notify the other Consulting

Parties and consult with them to determine how to address the deficiency, subject to dispute resolution in accordance with Stipulation VI. Nothing in this MOA shall be deemed to authorize an expenditure of funds in violation of the Anti-Deficiency Act.

Execution of this MOA by the VA, Army, ACHP and SHPO, and implementation of its terms, evidence that VA has afforded the ACHP an opportunity to comment on the construction of the PTSD Building at TAMC; and that VA has taken into account the effects of the undertaking on historic properties.

SIGNATORIES

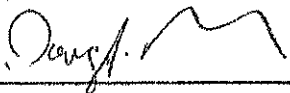
U.S. Department of Veterans Affairs, VA Pacific Islands Health Care System

ACHP

Dr. James E. Hastings, Director

Date: 6/30/11

U.S. Army Garrison Hawaii


COL Douglas S. Mulberry, Garrison Commander

Date: 8/2/11

Advisory Council on Historic Preservation


Mr. John Fowler, Executive Director

Date: 8/2/11

Hawaii State Historic Preservation Officer


Mr. William J. Aila Jr., Chairperson, Department of Land and Natural Resources

Date: 7/8/11

CONCURRING PARTIES

Historic Hawaii Foundation

Ms. Kirsten Faulkner, Executive Director

Date: _____

National Trust for Historic Preservation

Ms. Stephanie Meeks, President

Date: _____

The Outdoor Circle

Mr. Robert Loy, Director of Environmental Programs

Date: _____

Attachment A: Army Site Approval Memorandum dated July 22, 2008

Attachment B1: Revised Site Plan (Subject to Adjustment Based on Further Consultation and Analysis)

Attachment B2: Cross-sections of Site Showing Building Elevations and Slopes

Attachments C1 and C2: Landscaping Plans (Subject to Adjustment to Comply with Attachment B1 and Based on Further Consultation and Analysis)



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
PACIFIC REGION
132 YAMANAGA STREET, BLDG 104
FORT SHAFTER, HI 96858-5520

IMPC-PWD-M

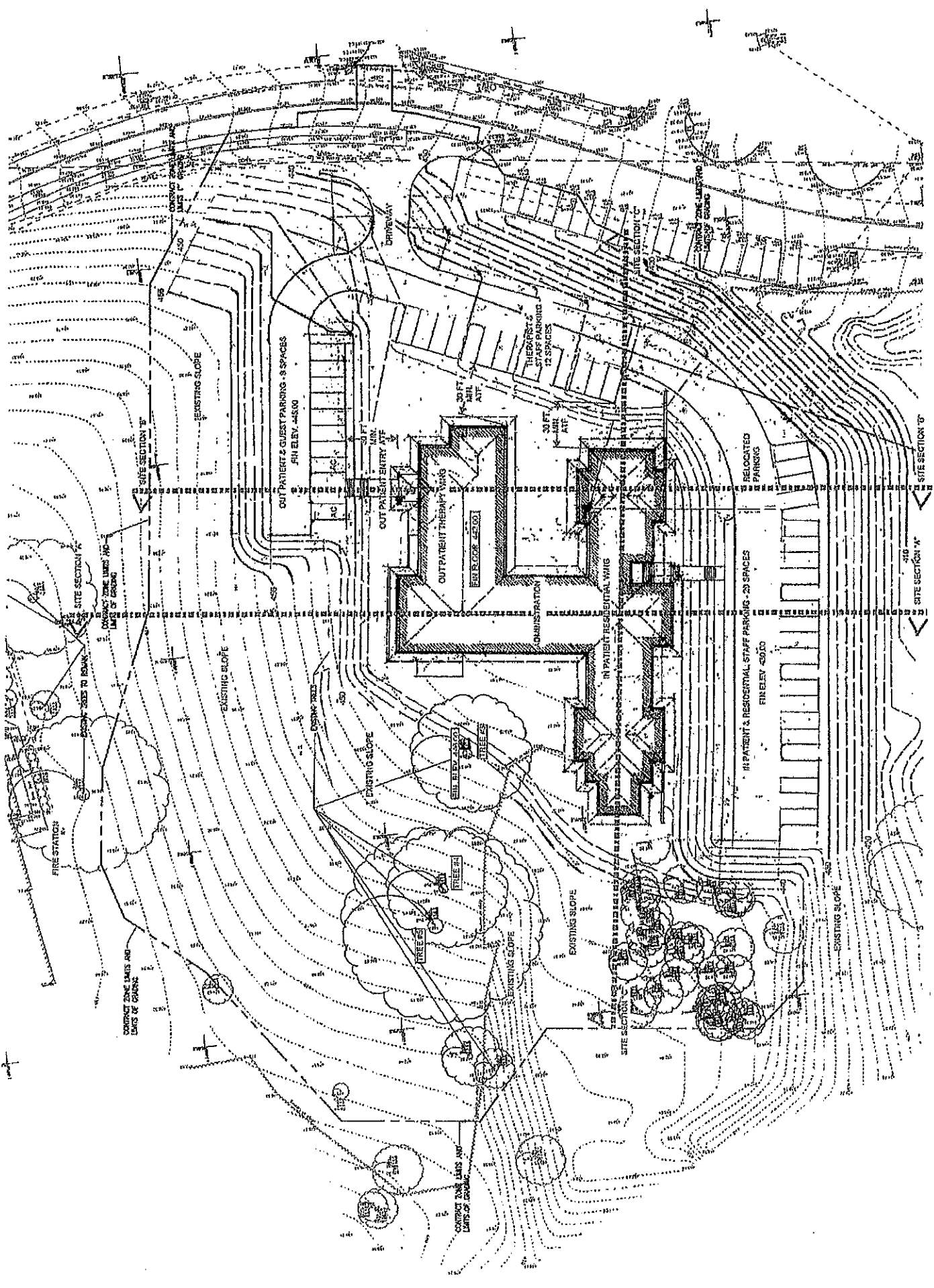
JUL 22 2008

MEMORANDUM FOR Commander, U.S. Army Garrison, Hawaii (IMPC-HI-ZA), 851 Wright Ave, Wheeler Army Airfield, Schofield Barracks, HI 96857-5000

SUBJECT: Site Approval, Post Traumatic Stress Disorder Residential Rehabilitation Program Facility, Tripler Army Medical Center

1. Reference memorandum, IMPC-HI-ZA, 27 Jun 08, SAB.
2. I have reviewed the documentation provided in the referenced memorandum and approve the site for the Post Traumatic Stress Disorder Residential Rehabilitation Program Facility.
3. Site approval does not release you from conducting Section 106 consultation under the National Historic Preservation Act (NHPA), completing environmental impact analysis under the National Environmental Policy Act (NEPA), and environmental sampling.
4. The point of contact for this action is Mr. Robert Hurban, IMPC-PWD-M, DSN (315) 438-8998, COML (808) 438-8998, or e-mail robert.hurban@shafter.army.mil.


DEBRA D. ZEVALIS
Director



ATTACHED AS SITE LAYOUT

