

Memorandum of Agreement (MOA)

Between

**the Boise Veterans Affairs Medical Center (BVAMC), and the Idaho State
Historic Preservation Office (SHPO)**

Regarding the Construction of a New Research Building

Whereas, the BVAMC proposes to construct a new Research Building; and

Whereas, Fort Boise is listed the National Register of Historic Places; and

Whereas, BVAMC has established the undertaking's area of potential effect as defined in 36 CFR 800.16(d); and

Whereas, the Idaho SHPO has determined that the undertaking will have an adverse effect on Fort Boise (72000433) a property listed on the National Register of Historic Places, and BVAMC has consulted with the Idaho State Historic Preservation Officer (SHPO) pursuant to 36CFR800, the regulations implementing Section 106 of the National Historic Preservation Act; and

Whereas, in accordance with 36 CFR 800.6(a)(1), the BVAMC has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect and provided documentation specified in 36 CFR 800.11; and

NOW, THEREFORE, the BVAMC and the Idaho SHPO agree that the undertaking shall be implemented in accordance to the following stipulations in order to take into account the effect of the undertaking on historic properties:

I. STIPULATIONS

The BVAMC shall ensure that the following is carried out:

- A) Provide photographic documentation of Building 6 and surrounding area using both digital and 35mm camera. Photographs will be keyed to a map and photograph log. A brief report to be provided with project methodology and background information about Building 6.
 - i) Views of the overall setting of the Quartermaster building including views toward Buildings 4 and 44.
 - ii) Views of the building in its immediate surrounding
 - iii) Views towards the Quartermaster building from site of new construction
 - iv) Exterior photographs of the Quartermaster building, including photographs of all sides, details of construction materials, view of important details, decorative stonework, windows, etc.
 - v) View looking toward the Quartermaster building from Buildings 4 and 44

- B) Photos will meet Idaho State Historic Preservation Office (SHPO) photographic standards for archeological and historical sites.
- i) Deliver 40 5x7 black and white prints labeled according to SHPO guidelines.
 - ii) Deliver 50 color photo copies/digital prints.
 - iii) Negatives and digital images will be provide in JPEG & TFF format on CD.

II. DURATION

This MOA will be null and void if its stipulations are not carried out within 6 months from the date of its execution. Prior to such time, the BVAMC may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

III. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

IV. DISPUTE RESOLUTION

Should any party to this MOA object within 30 days to any actions proposed or the manner in which the terms of the MOA are implemented, the BVAMC shall consult with such party to resolve the objection. If the BVAMC determines that the objection cannot be resolved, the BVAMC will:

- A) Forward all documentation relevant to the dispute, including the BVAMC resolution, to the ACHP. The ACHP shall provide BVAMC with its advice on the resolution of the objection with thirty days (30) of receiving adequate documentation. Prior to reaching a final decision on the dispute, the BVAMC shall prepare a written response that takes into account any ~~timely advice or comments regarding the dispute from the ACHP, signatories and~~ concurring parties, and provide them with a copy of this written response. The BVAMC will then proceed according to its final decision.
- B) If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the BVAMC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, BVAMC shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them to the ACHP with a copy of such written response.
- C) It is BVAMC responsibility to carry out all actions subject to the terms of this MOA that are not the subject of the dispute.

V. TERMINATION

If any 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 IV, above. 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, the BVAMC must either (a) execute an MOA pursuant to 36CFR800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36CFR800.7. The BVAMC shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the BVAMC and the Idaho SHPO and implementation of its terms evidence that the Boise VAMC has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

By: Douglas G. Lamb Date: 6/22/10
Douglas G. Lamb, Facility Management Service

By: Susan Pengilly Date: 7/27/2010
Susan Pengilly, Idaho Deputy State Historic Preservation Officer, Idaho State Historical Society