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**DEPT. OF ARCHAEOLOGY &
HISTORIC PRESERVATION**

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS
PUGET SOUND HEALTH CARE SYSTEM
AND THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER
REGARDING THE CONSTRUCTION RELATED TO BUILDING 81 SEISMIC REPLACEMENT
American Lake, WA**

WHEREAS, the United States Department of Veterans Affairs VA Puget Sound Health Care System (VA Puget Sound) proposes to construct a new seismically stable hospital (Building 201) at the American Lake campus in Pierce County, Washington, within the American Lake Veterans Hospital Historic District; and

WHEREAS, the undertaking includes transferring programs from buildings to be demolished (see below) to Buildings 2 and 3 and SHPO has previously concurred in a No Adverse Effect determination for the rehabilitation of Building 3 (letter from SHPO dated April 7, 2010, Log #040710-03-VA); and

WHEREAS, the undertaking includes demolition of nine (four contributing buildings to the historic district and five non-contributing) buildings, and the introduction of a new hospital building in the American Lake Veterans Hospital Historic District, which is listed in the National Register of Historic Places; and

WHEREAS, VA Puget Sound has determined, and the Washington State Historic Preservation Officer (SHPO) has concurred, that the proposed undertaking will have an adverse effect on the American Lake Veterans Hospital Historic District, and

WHEREAS, VA Puget Sound has notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470 (NHPA), and its implementing regulations, 36 CFR Part 800, with a request for the Council participation to resolve the adverse effects, and the Council has elected not to participate; and

WHEREAS, VA Puget Sound has invited the Nisqually Tribe, the Puyallup Tribe and the Steilacoom Tribe to consult regarding the project, in accordance with Section 106 of the NHPA and its implementing regulations, 36 CFR 800, and none have elected to participate; and

WHEREAS, VA Puget Sound has invited the Pierce County, WA Executive Office to consult regarding the project, in accordance with Section 106 of the NHPA, and its implementing regulations, 36 CFR 800, and the Pierce County Executive has elected not to participate; and

WHEREAS, VA Puget Sound has consulted with the City of Lakewood, WA, in accordance with Section 106 of the NHPA and its implementing regulations 36 CFR Part 800, to resolve the adverse effects of the project on historic properties.

NOW, THEREFORE, VA Puget Sound and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to minimize and mitigate the adverse effects posed to the American Lake Veterans Hospital Historic District.

STIPULATIONS

VA Puget Sound shall ensure that the following measures are carried out:

I. Project Phasing

The project undertaking will be carried out in phases, which must occur sequentially in order to maintain medical operations.

A. **Relocation:** Relocating operations from buildings to be demolished (see B. Demolition below) to Buildings 2 and 3.

B. **Demolition:** Demolition of nine buildings (with additions), including four that are identified as contributing to the historic district (see Appendix A – Site Map):

Contributing Buildings

- Building 24 – Electric Substation, 1923 with connecting addition to Building 50, 1934
- Building 27 – Sewage Pumping Station, 1923 with non-contributing addition ca. 1943
- Building 50 – Utility Shops, 1928 with connecting addition to Building 24, 1934
- Building 86 – Switch House, 1946

Non-contributing buildings to be removed include:

- Building 132 – Canteen, 1980
- Building 150 – Smoking Shelter, 1995
- Building 151 – ATM, ca. 1995
- Building 156 – (rear addition to Building 132), ca. 1990
- Building T97 – Butler Hut Utility Shop, ca. 1946

C. **New Construction:** Construction of Building 201 to serve as the new Ambulatory Medical Specialty Building (see Appendix A – Site Map), including new offset tree planting and landscaping compatible with existing.

II. Documentation

A. VA Puget Sound will ensure that all contributing and non-contributing buildings are photographed and otherwise documented in accordance with *The Washington State Standards for Cultural Resource Reporting*, and that the resulting documentation is provided to the SHPO for inclusion in the *Washington State Inventory of Cultural Resources* and the *Historic Property Inventory*.

B. VA Puget Sound will remove Building 2 from consideration for demolition and rehabilitate the building for new uses. VA Puget Sound will provide SHPO with plans for the rehabilitation of Building 2. SHPO shall review and comment within thirty (30) calendar days of receipt of plans. VA Puget Sound shall consult with SHPO and

consulting parties to resolve any concerns raised with regard to the submitted plans. All work shall comply with the ***Secretary of the Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*** (36 CFR 68).

- C. VA Puget Sound will provide SHPO with plans and design studies for the new Building 201. SHPO shall review and provide comment within thirty (30) calendar days after receipt of all documentation. The new building is intended to respect the historic and architectural qualities of the Historic District, and is responsive to the recommended approaches to new construction found in the ***Secretary of the Interior Standards for Rehabilitation and Guidelines for the Rehabilitation of Historic Buildings*** (36 CFR 68).
- D. VA Puget Sound will provide SHPO with a copy of the landscape report (prepared by Eliza Davidson through Artifacts, Inc., 2010) for the Historic District prepared as an element of the draft ***American Lake Veterans Hospital Historic Preservation Plan***, which is pending VA Puget Sound approval and adoption
- E. VA Puget Sound will provide SHPO with plans for the landscape restoration associated with the construction of Building 201 upon availability. SHPO shall review and provide comment within thirty (30) calendar days of the receipt of documentation. VA Puget Sound shall consult with SHPO and consulting parties to resolve any concerns raised with regard to the submitted plans. All work shall take into account the ***Secretary of the Interior Standards for Rehabilitation and the Guidelines for the Treatment of Cultural Landscapes*** (36 CFR 68).
- F. VA Puget Sound will engage SHPO (and the pending ***American Lake Design Advisory Committee*** recommended in the draft ***American Lake Veterans Hospital Preservation Plan***) in a dialogue within one (1) year of the execution of this MOA regarding the long-term future of Building 81, a significant contributing property to the American Lake Veterans Hospital Historic District. This dialogue is meant to ensure early SHPO and Committee input into the long-range planning for this building. A report of the findings of this planning dialogue shall be prepared for distribution to the appropriate officials at VA Puget Sound, SHPO, consulting parties identified in this MOA, and Committee members.
- G. In consultation and coordination with SHPO, VA Puget Sound (and the pending ***American Lake Design Advisory Committee***) will develop an exhibit within five (5) years of the execution of this MOA on the history of the American Lake Veterans Hospital and the Historic District to be publicly displayed in Building 2.

III. Archaeology

- A. Prior to any ground disturbance associated with Building 201, VA Puget Sound shall undertake an archaeological survey of the area, to be conducted by a professional archaeologist meeting the ***Secretary of the Interior's Professional Standards for Archaeology*** (36 CFR Part 61). The subsequent report will meet the standards described in the ***Washington State Standards for Cultural Resource Reporting*** and be

submitted to SHPO for review. Upon SHPO acceptance the report will be entered into the *Washington State Inventory of Cultural Resources*.

- B. VA Puget Sound will ensure that a professional archaeologist meeting the *Secretary of the Interior Professional Standards for Archaeology* (36 CFR 61), is present on site to monitor excavation activity.
- C. In the event of unanticipated or inadvertent discovery of cultural material during the project Appendix B of this MOA will serve as the guide for the treatment of those materials.

IV. Duration

This Memorandum of Agreement (MOA) shall be null and void upon the date its terms are carried out, or in the alternative, the MOA shall be null and void if its terms are not carried out within ten (10) years from the date of its execution. Prior to such time, VA Puget Sound may consult with other signatories to reconsider the terms of the MOA and amend it in accordance with the Amendment section below.

V. Dispute Resolution

Should a party or parties to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, VA Puget Sound shall consult with the objecting party (ies) to resolve the objections. If VA Puget Sound determines, within thirty (30) days of initiating consultation, that such objection(s) cannot be resolved, the VA Puget Sound will:

- A. Forward all documentation relevant to the dispute to the Council. Upon receipt of adequate documentation, the Council shall review and advise VA Puget Sound on the resolution of the objection within thirty (30) days. Any comment provided by the ACHP and all comments from the signatories to the MOA will be taken into account by VA Puget Sound in reaching a final decision regarding the dispute.
- B. If the Council does not provide comments regarding the dispute within thirty (30) days after receipt of adequate documentation, VA Puget Sound will give consideration to comments from the parties to the MOA and make a final decision.
- C. VA Puget Sound's responsibilities to carry out all other actions subject to the terms of this MOA that are not subject of the dispute will remain unchanged. VA Puget Sound will notify all parties of its decision in writing before implementing that disputed portion of the undertaking. VA Puget Sound's decision will be final.

VI. Amendments and Non-Compliance

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) and 33 CFR, Appendix C, Section 10. The amendment will be effective on the date a copy is signed by all of the original signatories and is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation VII, below.

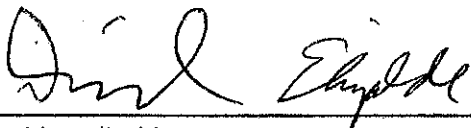
VII. Termination

If an MOA is not amended following the consultation set out in accordance with Stipulation VI, it may be terminated by any signatory. Within thirty (30) days following termination, VA Puget Sound shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR 800.6 (a)(1) or request the comments of the Council under 36 CFR 800.7(a) and proceed accordingly.

Execution of this MOA by VA Puget Sound and the Washington SHPO, and implementation of its terms, evidence that VA Puget Sound has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES

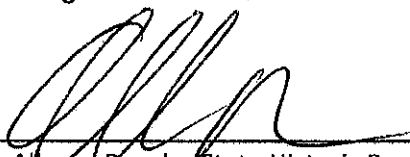
**United States Department of Veterans Affairs
Puget Sound Health Care System**



David A. Elizalde, Director

Date 13 may 11

Washington State Historic Preservation Officer



Dr. Alyson Brooks, State Historic Preservation Officer

Date 6/7/11

APPENDIX A – SITE MAP
(provided under separate cover)

Area of Potential Effect & Site Map

American Lake Veterans Hospital

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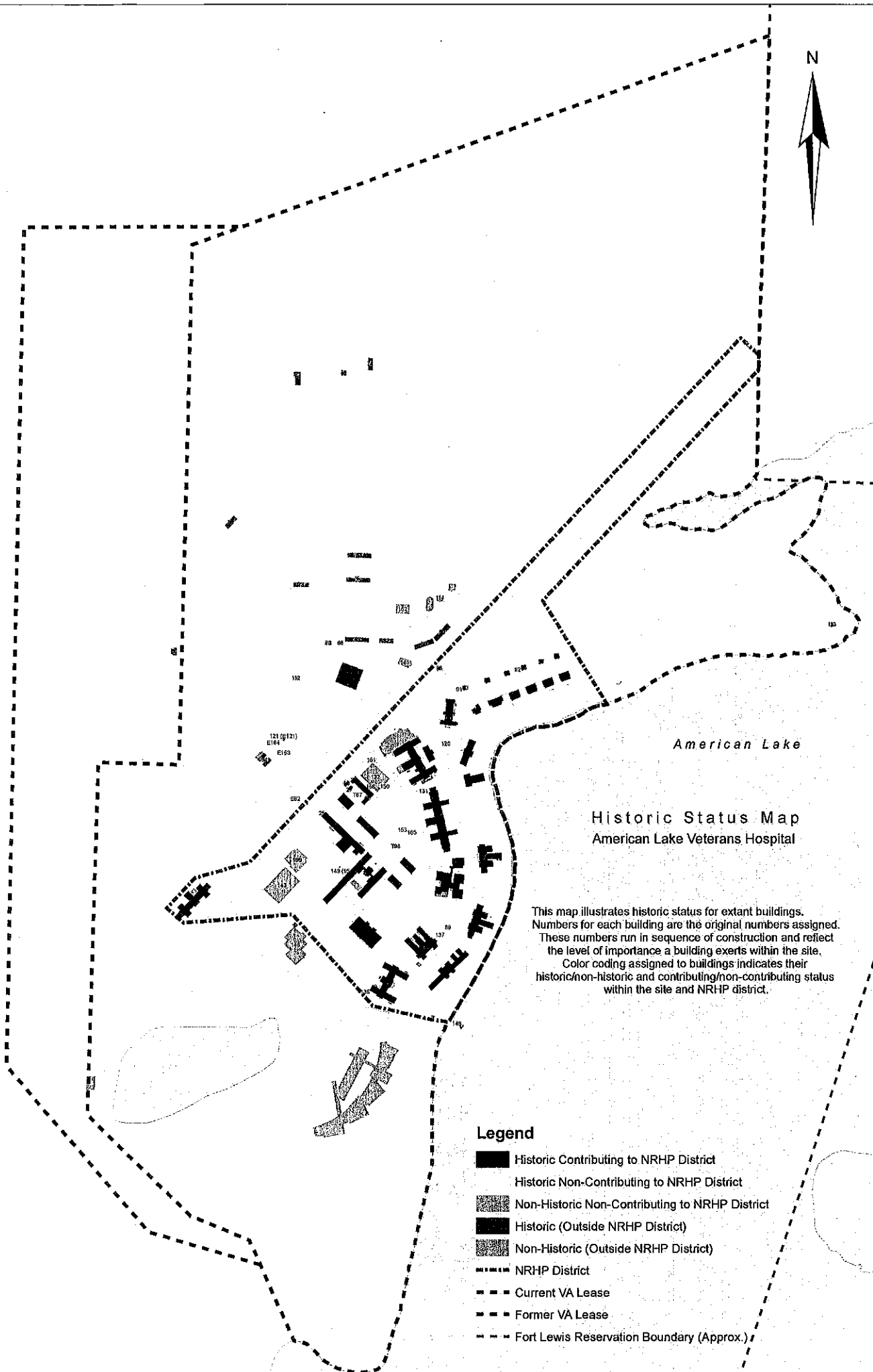


Legend

- NRHP District (Area of Potential Effect Boundary)
- - - Current VA Lease
- - - Former VA Lease
- - - Fort Lewis Reservation Boundary (Approx.)
- Extant Buildings
- No Longer Extant Buildings
- New Building Footprints
- Building 201 Canopies
- New Roads, Parking and Sidewalks
- New Equipment
- New Fence
- New Electric Light Fixture
- Existing Trees
- New Trees
- Circulation Networks

Overview map showing APE and activity.
Tan frame indicates area shown in detail
map below.














American Lake

Historic Status Map American Lake Veterans Hospital

This map illustrates historic status for extant buildings. Numbers for each building are the original numbers assigned. These numbers run in sequence of construction and reflect the level of importance a building exerts within the site. Color coding assigned to buildings indicates their historic/non-historic and contributing/non-contributing status within the site and NRHP district.

Legend

-  Historic Contributing to NRHP District
-  Historic Non-Contributing to NRHP District
-  Non-Historic Non-Contributing to NRHP District
-  Historic (Outside NRHP District)
-  Non-Historic (Outside NRHP District)
-  NRHP District
-  Current VA Lease
-  Former VA Lease
-  Fort Lewis Reservation Boundary (Approx.)

APPENDIX B - INADVERTENT DISCOVERY PLAN

VA Puget Sound agrees to abide by the following Inadvertent Discovery Plan,

1. In the event any archaeological or cultural materials are discovered during project activity, work in the immediate area will stop and the following actions taken:
 - a. Implement reasonable measures to protect the discovery site, including appropriate stabilization and/or covering.
 - b. Take reasonable steps to insure the confidentiality of the discovery site, and
 - c. Take reasonable steps to restrict access to the site of discovery.
2. VA Puget Sound will notify the Washington SHPO, all Tribes and all appropriate county, state, and federal agencies of the discovery. VA Puget Sound, the SHPO, Tribe(s), and agencies will discuss possible measures to avoid or remove cultural material, and will reach an agreement regarding actions to be taken and disposition of material.
3. Human remains are protected under RCW 27.44, 68.50 and 68.60. If human remains are uncovered, the county coroner and appropriate law enforcement agencies shall first be notified in the most expeditious manner possible, and the actions described in paragraph 2 above will be followed. The county coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county coroner determines the remains are non-forensic, then SHPO will take jurisdiction over those remains from non-Federal and Non-Tribal land and report them to any appropriate cemeteries and affected Tribes.
4. The State Physical Anthropologist will make a determination of whether the remains are Native American or non-Native American and report that finding to the appropriate cemeteries and affected tribes.
5. The SHPO will manage all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.