

**Memorandum of Agreement  
Between  
The Department of Veterans Affairs Boise Medical Center and  
The Idaho State Historic Preservation Office**

**Whereas**, the Department of Veterans Affairs (VA) manages the medical center (MC) located at 500 W Fort St Boise, Idaho 83702 (Boise VAMC); and

**Whereas**, Boise VAMC is situated within Fort Boise, a site listed in the National Register of Historic Places (a historic property); and

**Whereas**, Boise VAMC is planning to replace the metal siding and roofing of Building 30 and 48 (the undertaking), contributing properties to the Fort Boise Historic Site; and

**Whereas**, in accordance with 36 CFR 800, Boise VAMC has consulted with the Idaho State Historic Preservation Office (SHPO) to determine that the undertaking will have an adverse effect on the Fort Boise Historic Site; and

**Whereas**, in accordance with 36 CFR 800.6(a)(1), Boise VAMC has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect and provided documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR 800.11; and

**NOW, THEREFORE**, Boise VAMC 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. RECORDATION**

- A. Prior to planned alterations, Boise VAMC will photo document Structure 30 (Reservoir) and Building 48 (Shop) to record each façade in elevation and in oblique views as well as detail views of the exterior features, including wall and roof covering.
- B. Within 24 months of MOA execution, Boise VAMC will update data about the Boise VA Medical Center portion of the Fort Boise Historic Site in the Idaho Historic Sites Inventory (ISHI). This documentation will inform future management of the medical center and be based on an evaluation of the Boise VAMC, which was included in the 1972 National Register of Historic Places nomination of Ft Boise. The evaluation addressed later developments on the property, including the reconfiguration of the Historic Site as Boise Barracks and as Boise VA Medical Center. Structure 30 and Building 48 were recorded as part of this initiative.
- C. Boise VAMC will ensure the submission of the documentation to the ISHI is completed by a historic preservation specialist meeting Secretary of Interior's Professional Qualification Standards.

## **II. DURATION**

This Memorandum of Agreement (MOA) will be null and void if its stipulations are not carried out within 24 months from the date of its execution. Prior to such time, Boise VAMC may consult with the Idaho SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation III. below.

## **III. AMENDMENTS**

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

## **IV. DISPUTE RESOLUTION**

A. Should the Idaho SHPO object in writing, within the time frames established by the MOA, to the manner in which the terms of the MOA are being implemented or, to any documentation prepared in accordance with and subject to the terms of the MOA, Boise VAMC will request its comments within 30 calendar days after receipt of the notification, and consult with it for not more than 30 calendar days to resolve the objection.

B. If the objection is resolved within 30 calendar days, Boise VAMC will proceed in accordance with the resolution.

C. If Boise VAMC determines within 30 calendar days that the objection cannot be resolved as described above, it will render a final written decision to the Idaho SHPO within 14 additional calendar days. In reaching its decision, Boise VAMC will take into account any comment received.

D. Any recommendations or comments provided by a signatory within the applicable time frame will pertain only to the subject in dispute. Boise VAMC will continue to implement all terms of the MOA that are not subject to dispute.

E. At any time while the MOA is in effect, should a member of the public object in writing to the MOA, its implementation, or related documentation, Boise VAMC will notify the Idaho SHPO in writing and take the objection into consideration. Boise VAMC will consult with the objecting party for not more than 30 calendar days. Within 14 additional calendar days, Boise VAMC will provide all parties with a final written decision. In reaching its decision, Boise VAMC will take into account any comments from these parties.

## **V. TERMINATION**

If either signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment per

Stipulation III, above. If within thirty (30) days an amendment cannot be reached, either signatory may terminate the MOA upon written notification to the other signatory.

Once the MOA is terminated, and prior to work continuing on the undertaking, Boise VAMC must either (a) execute an MOA pursuant to 36 CFR 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. Boise VAMC shall notify the Idaho SHPO as to the course of action it will pursue.

#### VI. ANTI-DEFICIENCY CLAUSE

This agreement is subject to the Anti-Deficiency Act (31 U.S.C. Section 1341). Boise VAMC responsibilities under this agreement are contingent upon the availability of appropriated funds from which payment, if any, can be made. Should funds not be available to allow Boise VAMC to meet its responsibilities, it will defer its final decision(s) on implementing the undertaking until it has re-initiated consultation and complied with 36 CFR §§ 800.4 through 800.7 as applicable.

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

#### SIGNATORIES:

By: David Wood Date: 12-6-17  
David Wood, Director, Boise VA Medical Center

By: Tricia Canaday Date: 12-14-17  
~~Matthew Hainsky~~, Idaho Deputy State Historic Preservation Officer, Idaho State Historical Society  
Tricia Canaday