

47 **WHEREAS**, Building 207 is a contributing resource to the listed National Register of
48 Historic Places WLA VA Historic District; and

49
50 **WHEREAS**, to assess potential effects to archeological resources during the
51 undertaking's implementation, VA shall refer to the Archeological Sensitivity Model
52 developed in consultation with the SHPO, ACHP and tribes and finalized in June 2018
53 which indicates that the APE in within a low-sensitivity area for historic archeology and a
54 very-low sensitivity area for prehistoric archeology; and

55
56 **WHEREAS**, in consultation with the SHPO, VA agreed it shall adhere to the
57 requirements and review and design guidelines set forth in this PA to ensure
58 consistency with the Secretary of the Interior's *Standards for Rehabilitation* (36 CFR
59 67.7) (*Standards*) and determined that the undertaking will have no adverse effect to
60 historic properties pursuant to 36 CFR §800.5(b) and the SHPO concurred; and

61
62 **WHEREAS**, VA pursuant to Section 110(a) (54 U.S.C. §§ 306101(a) and 306102) shall
63 be responsible for all management of Building 207 including mandatory maintenance,
64 inspections, and reporting requirements for the lease's duration and ensuring the
65 Undertaking's overall consistency with the Standards; and

66
67 **NOW, THEREFORE**, VA, the SHPO and the Developer agree that the undertaking shall
68 be implemented in accordance with the following stipulations in order to take into
69 account the potential effects of the undertaking on historic properties.

70
71 **STIPULATIONS**

72
73 VA shall ensure that the following measures are carried out:

74
75 **I. APPLICABILITY**

- 76 a. VA is responsible for ensuring implementation of this PA for the undertaking,
77 including those actions undertaken by the Developer through the EUL.
78 b. The Anti-Deficiency Act, 31 U.S.C. §1341, prohibits federal agencies from
79 incurring an obligation of funds in advance of or in excess of available
80 appropriations. Accordingly, the parties agree that any requirement for the
81 obligation of funds arising from the terms of this PA shall be subject to the
82 availability of appropriated funds for that purpose, and that this agreement shall
83 not be interpreted to require the obligation of funds in violation of the Anti-
84 Deficiency Act.

85
86 **II. GENERAL**

- 87 a. The signatories prefer all official correspondence in hard copy. Email
88 communication is acceptable, however specific comments on the undertaking
89 should be in hard copy on agency letterhead.
90 b. Time designations shall be in calendar days. Failure to comment within
91 specified time designations shall not prevent VA from proceeding in the process
92 as outlined in this PA.

- 93 c. The definitions provided in 36 CFR §800.16(a) through (z) inclusive shall apply
94 to this PA.
95 d. VA shall ensure that federal or contractor staff who meet the applicable Secretary
96 of the Interior's Professional Qualification Standards for architectural history,
97 history, archeology, architecture, and historic architecture (36 CFR § 61),
98 participate in the review and implementation of the treatment measures required
99 as part of this PA. In addition, where individual reviews are performed and require
100 adherence to the Professional Qualifications Standards, VA shall ensure that a
101 staff member or contractor who meets the appropriate standard is included in the
102 design process.
103

104 III. REHABILITATION EFFORTS

- 105 a. VA shall provide the SHPO with a summary of proposed work and how that
106 proposed work conforms to the *Standards*, one digital copy of design plans, and
107 one hard copy of design plans printed on 24"x36" paper, or larger if necessary
108 so that all call-outs and notes are clearly legible, prior to 35% design
109 development.
110 i. The SHPO shall have 30 days upon initial receipt of the hard copy of the
111 preliminary design plans to comment and/or request additional information.
112 regarding the design's conformance with the *Standards*.
113 ii. VA shall continue consultation with the SHPO as required to ensure the
114 proposed design conforms to the *Standards*.
115 b. VA shall submit updated documentation to the SHPO in the same format listed
116 in Stipulation III(a) after the developer has achieved at least 65% design
117 development but prior to 95% completion.
118 i. The SHPO shall have 30 days upon initial receipt of the design plans to
119 comment or provide guidance regarding the design's conformance with the
120 *Standards*.
121

122 IV. CHANGE IN UNDERTAKING SCOPE

- 123 a. If a change in the undertaking's scope is proposed, VA shall notify the SHPO
124 and determine, in consultation, whether:
125 i. The APE needs to be revised;
126 ii. Any additional historic property identification is required; or
127 iii. If the proposed modification will adversely affect historic properties.
128

129 V. DISPUTE RESOLUTION

- 130 a. Should a signatory object at any time to any actions related to the undertaking
131 or the manner in which the terms of this PA are implemented, VA shall notify the
132 signatory in writing and consult with the signatory to resolve the objection. If VA
133 determines that such objection cannot be resolved, VA shall:
134 i. Forward all documentation relevant to the dispute, including VA's
135 proposed resolution, to the ACHP. The ACHP shall provide VA with its
136 comments on the resolution of the objection within 30 days of receiving
137 adequate documentation. Prior to reaching a final decision on the dispute,
138 VA shall prepare a written response that takes into account any timely

- 139 advice or comments regarding the dispute from the ACHP and signatories,
140 and provide them with a copy of this written response. VA will then
141 proceed according to its final decision.
142 ii. If the ACHP does not provide its comments regarding the dispute within
143 the 30-day time period, VA may make a final decision on the dispute and
144 proceed accordingly. Prior to reaching such a final decision, VA shall
145 prepare a written response that takes into account any timely comments
146 regarding the dispute from the signatories to the PA and provide them and
147 the ACHP with a copy of such written response.
148 iii. VA's responsibility to carry out all other actions subject to the terms of this
149 PA that are not the subject of the dispute remain unchanged.
150

151 **VI. AMENDMENT AND TERMINATION**

- 152 a. If any signatory to this PA determines that the PA's terms shall not or cannot be
153 carried out, that party shall immediately consult with the other signatories to
154 attempt to develop an amendment.
155 b. This PA may be amended if a signatory requests an amendment and it is
156 agreed to in writing by all signatories. The amendment is effective when
157 signed by all parties.
158 c. If within thirty 30 days an amendment cannot be reached, any
159 signatory may terminate the PA upon written notification to the other
160 signatories.
161 i. Upon termination of this PA, VA shall either consult to execute another
162 agreement or request comments from the ACHP pursuant to 36 CFR
163 §800.6(c)(8). This PA may be terminated without further consultation by the
164 execution of a subsequent agreement that explicitly terminates or
165 supersedes this PA.
166

167 **VII. MONITORING AND REPORTING**

168 Each calendar year following the execution of this PA until its expiration or
169 termination, VA shall provide the SHPO a summary report detailing work
170 undertaken pursuant to its terms. This report shall also include any proposed
171 scheduling changes, unanticipated discoveries, any issues or problems
172 encountered during the undertaking's implementation and any disputes and
173 objections received in VA's efforts to fulfill the terms of this PA. VA will schedule a
174 meeting with the SHPO within 45 days following the SHPO's receipt of the annual
175 report. The meeting may be cancelled, no later than 5 days prior, if the SHPO
176 determines it unnecessary.
177

178 **VIII. DURATION**

179 This PA shall expire if its stipulations are not carried out within five (5) years from
180 the date of its execution or upon completion of the undertaking, whichever comes
181 first.
182

183 **Execution** of this PA by VA, the SHPO and the Developer and the implementation of its
184 terms is evidence that VA has taken into account the potential effects of this
185 undertaking on historic properties and afforded the ACHP an opportunity to comment.
186

187 PROGRAMMATIC AGREEMENT
188 AMONG THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
189 THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND
190 THOMAS SAFRAN & ASSOCIATES
191 REGARDING THE REHABILITATION OF BUILDING 207
192 OF THE WEST LOS ANGELES CAMPUS OF
193 THE VETERANS AFFAIRS GREATER LOS ANGELES HEALTHCARE SYSTEM
194


195 SIGNATORIES
196

197
198 U.S. Department of Veterans Affairs

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200 _____
201 _____
202 Edward Bradley, Executive Director, Office of Asset Enterprise Management
203

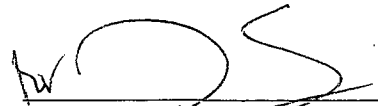
204 04/11/2019
205 _____
206 Date
207

208
209 And

210 
211 _____
212 _____
213 Ann R. Brown, FACHE, Director, Greater Los Angeles Healthcare System
214

215 3/21/19
216 _____
217 Date
218

219
220 California State Historic Preservation Officer

221 
222 _____
223 _____
224 Julianne Polanco, State Historic Preservation Officer
225

226 4/25/19
227 _____
228 Date
229

230 PROGRAMMATIC AGREEMENT
231 BETWEEN THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
232 THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND
233 WEST LA VETERANS COLLECTIVE LLC
234 REGARDING THE REHABILITATION OF BUILDING 207
235 OF THE WEST LOS ANGELES CAMPUS OF
236 THE VETERANS AFFAIRS GREATER LOS ANGELES HEALTHCARE SYSTEM
237

238
239 SIGNATORIES
240

241 Developer

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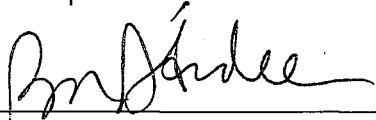
245 Andrew Gross, President, Thomas Safran & Associates

246
247
248 3/21/2019

249 Date

250
251
252 CONCURRING PARTY
253

254 Developer

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257 

258 Brian D'Andrea, Authorized Representative, West LA Veterans Collective LLC

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261 3/21/19

262 Date
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Attachment A

Undertaking Location and Area of Potential Effects

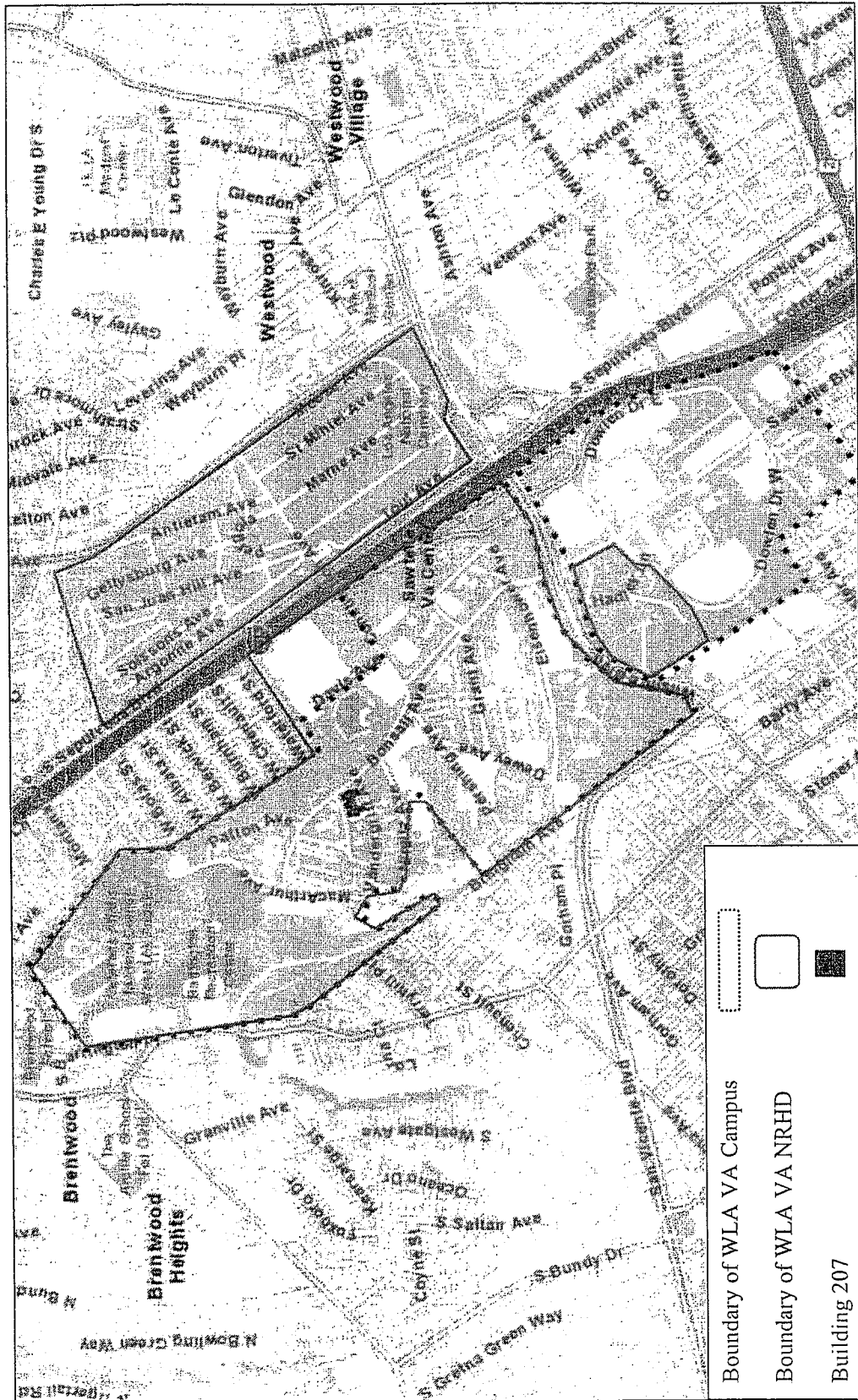


Figure 1 – Overview of the Undertaking Location

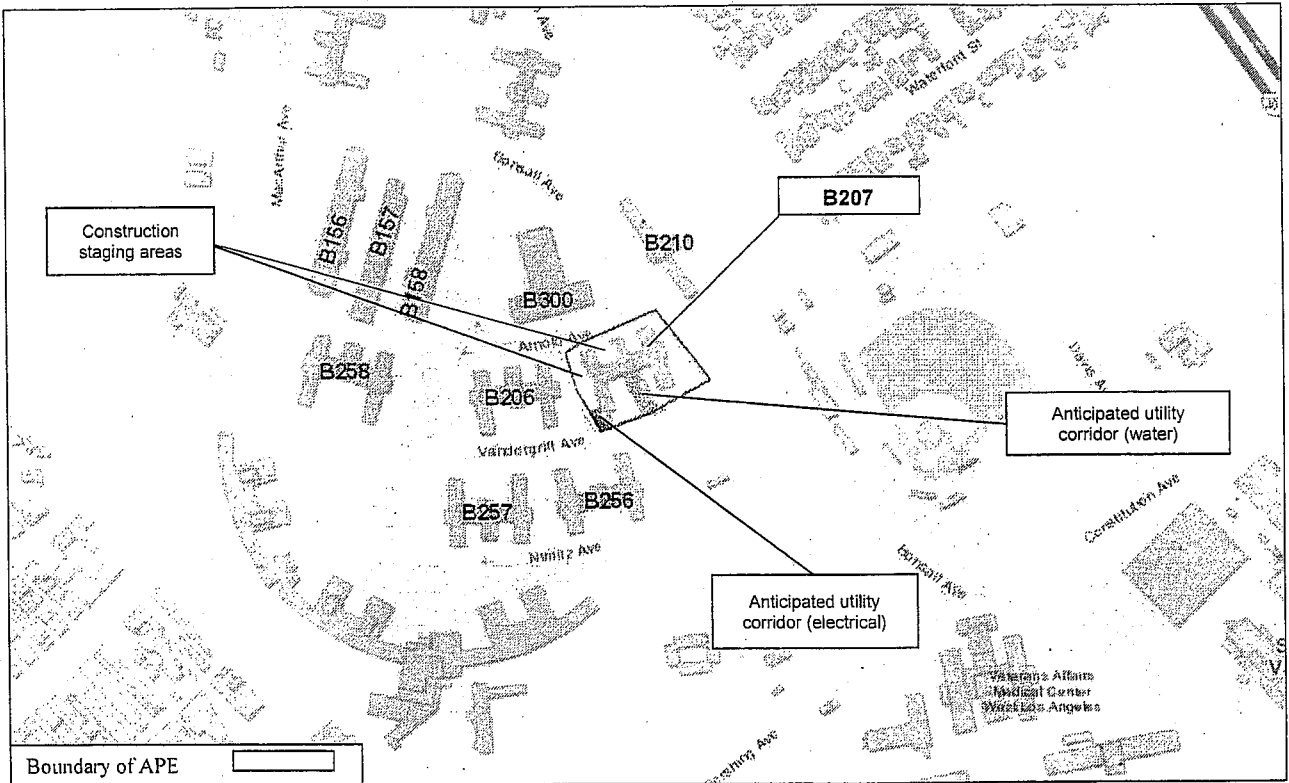


Figure 2 – Building 207 APE