

**MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF VETERANS AFFAIRS
AND THE
WASHINGTON STATE HISTORIC PRESERVATION OFFICER
FOR THE

PORTLAND VA MEDICAL CENTER, VANCOUVER DIVISION**

WHEREAS, The Department of Veterans Affairs (DVA), proposes an undertaking at the Portland VA Medical Center, Vancouver Division, Clark County, Washington, that involves the redevelopment of the site, and,

WHEREAS, the planned redevelopment calls for demolishing 22 of the existing 23 structures over 50 years old on site, and

WHEREAS, the, Portland VA Medical Center, Vancouver Division has been determined eligible for listing on the National Register of Historic Places,

WHEREAS, the DVA in consultation with the Washington State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) has determined that the redevelopment of the site will result in an adverse effect on this property pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act of 1966 and,

NOW THEREFORE, the DVA, the Washington SHPO, and the ACHP agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on the historic property.

I. STIPULATIONS

The DVA shall ensure that the following measures are carried out:

1. Documentation

Since the effect of the undertaking will result in the demolition of the 22 determined eligible buildings, the DVA shall ensure that appropriate documentation is carried out prior to demolition. The DVA will perform a combination of Level I and Level II HABS documentation and will contact Historic American Buildings Survey (HABS) of the National Park Service (NPS), Columbia/Cascades System Support Office, Seattle, for concurrence on this approach. All 23 buildings (including the

Communications Building, not slated for demolition) will be included in the documentation. All documentation will be reviewed and approved by the SHPO prior to any demolition or construction activity on the site. SHPO shall review materials within 30 days of receipt and either approve or make written comments back to the DVA regarding the documentation. If SHPO does not respond to the submittal within 30 days then the documentation shall be deemed approved.

2. Relocation of the Chapel

As retaining the Chapel on-site has been determined by the DVA to be infeasible, the Chapel will be offered free of charge to the public for acquisition, relocation, and preservation off-site. This effort shall include, but not be limited to, the following components:

1. Marketing Plan – The DVA shall develop a marketing plan designed to inform the public of the availability of the Chapel for relocation and preservation. The marketing plan may include notices, advertisements, press releases, presentations, website postings and other formats as appropriate and made available to local and regional media (print and electronic) as well as interested organizations, agencies, or individuals. The marketing effort shall be in effect until no sooner than April 15, 2006. Marketing material shall contain a brief description of the project, building, and contact for more information. This information will be in the form of an Information Package.
2. Information Package – An Information Package will be developed and will be made available upon request to any interested parties. This Package will include a description of the project, historical information about the site and the building, and photographs as well as guidelines and requirements for a chapel relocation plan. It will also include information about rehabilitation needs and costs and various grants and/or tax incentives that may be available.
3. Chapel Relocation Plan---Interested parties will have until April 15th, 2006 to develop and submit to DVA a relocation plan for the Chapel. Said plan shall describe how and by whom the Chapel will be moved, its projected new location, as well as a financial plan with a budget detailing anticipated expenses and sources of income.
4. Selection Process---After April 15, 2006, the DVA shall review all submitted relocation plans for completeness. The Chapel shall be awarded to the interested party with the most thorough, comprehensive, and feasible relocation plan. Once the decision has been made, the successful recipient shall have until July 1, 2006 to relocate the Chapel.

Please note: As the DVA understands that U.S. veterans have the strongest ties to the Chapel's history, preference for receiving the building will be given to veteran's organization, should multiple parties be interested in acquisition.

5. Coordination---The DVA shall coordinate the Chapel relocation effort with the SHPO. The DVA will also invite other interested and appropriate entities to participate, including but not limited to: veterans organizations, historical societies, the Vancouver-Clark County Historic Preservation Commission, and the Washington Trust for Historic Preservation.

The DVA will keep and maintain as appropriate, all records pertaining to the Chapel Relocation effort.

6. Should the DVA receive no response to the offer of acquisition and relocation, prior to any demolition, the DVA shall make available to interested organizations and entities salvaged elements of the building. Preference will be given to veterans and historical organizations to receive salvaged building elements, materials, furnishings, and accoutrements. The DVA reserves the right to retain any building elements, materials, furnishings, and accoutrements it deems appropriate for permanent public display or as a permanent record of the Chapel and associated with fulfillment of stipulation 4 (below).

3. Preservation and Rehabilitation of the Communications Building

The Communications Building will be preserved, maintained and rehabilitated according to the Secretary of the Interior's Standards for Rehabilitation and fully incorporated into DVA's Vancouver Division site planning and facility maintenance and management tasks. All plans for the rehabilitation will be submitted to the SHPO for review and approval, prior to construction.

4. Public Education/Interpretive Element

An interpretive exhibit will be installed in the Communications Building. This exhibit will consist of display panels illustrating the history of the Barnes Army Hospital/Veterans Hospital through the use of photographs site plans and text. Directional signs will be installed throughout the campus indicating the location of the interpretive exhibit. The DVA shall afford the SHPO and other interested organizations timely opportunity to review and comment on the design and content of the exhibit/display.

5. Public Notification

As an ongoing part of the public involvement process the DVA agrees to notify the public by means of the local newspaper as to the activities prior to demolition.

II. DURATION

This agreement will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, DVA may consult with the other signatories to reconsider the terms of the agreement and amend in accordance with Stipulation VIII below.

III. POST-REVIEW DISCOVERIES

In the case of inadvertent discovery of Native American human remains and/or archaeological resources during construction, the DVA will notify the appropriate Tribal Governments and DAHP; DVA will then consult with the appropriate Tribal Governments and DAHP to the treatment of the remains and/or archaeological resources in accordance with applicable laws.

IV. DISPUTE RESOLUTION

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, DVA shall consult with the objecting party(ies) to resolve the objection. If DVA determines, within 30 days, that such objection(s) cannot be resolved, DVA will;

A. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise DVA on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the MOA, will be taken into account by DVA in reaching a final decision regarding the dispute.

B. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, DVA may render a decision regarding the dispute. In reaching its decision, DVA will take into account all comments regarding the dispute from the parties to the MOA.

C. DVA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged. DVA will notify all parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. DVA's decision will be final.

V. AMENDMENTS AND NONCOMPLIANCE

If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that the 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). The amendment will be effective on the date a copy signed by all of the original signatories 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 IX, below.

VI. TERMINATION

If an MOA is not amended following the consultation set out in Stipulation VIII., it may be terminated by any signatory or invited signatory. Within 30 days following termination, the DVA shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR § 800.6(c)(1) or request the comments of the council under 36 CFR § 800.7(a) and proceed accordingly.

Execution of this Memorandum of Agreement by DVA and Washington SHPO and the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR § 800.6(b)(1)(iv) prior to DVA's approval of this undertaking, and implementation of its terms evidence that DVA has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

DEPARTMENT OF VETERANS AFFAIRS

BY:  _____

DATE 11/8/05

JAMES TUCHSCHMIDT, MD, MM
Director

WASHINGTON STATE HISTORIC PRESERVATION OFFICER

BY:  _____

DATE 11/2/05

Allyson Brooks, Ph.D.
State Historic Preservation Officer