

**MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)  
BOISE VA MEDICAL CENTER (VAMC)  
AND THE IDAHO STATE HISTORIC PRESERVATION OFFICER (ID SHPO)  
REGARDING THE CONSTRUCTION OF A NEW BUILDING AND PARKING LOT ON THE CENTRAL LAWN  
AT THE BOISE VAMC IN  
BOISE, ADA COUNTY, IDAHO**

**WHEREAS**, the U.S. Department of Veterans Affairs (VA) Boise VA Medical Center (VAMC), located at 500 Fort Street, Boise, Ada County, Idaho, 83702, proposes to construct a single-story medical building and surface parking lot (hereinafter referred to as the “Undertaking”) at the Boise VAMC; and

**WHEREAS**, the Undertaking consists of constructing 1) an approximately 22,000 square-foot stand-alone single-story medical building that will include facilities for primary care and outpatient mental health services located at the northernmost corner of the extant central lawn – which, while commonly referred to today as the parade grounds, is not the location of the historic Fort Boise parade grounds - adjacent to Building T111 and across the street from Building 8, and 2) a new surface parking lot directly across the street from Building 34 that would add approximately 125 spaces to serve the new building; and

**WHEREAS**, Boise VAMC has determined that the proposed construction of the building and parking lot is a federal action that meets the definition of an undertaking, per 36 CFR § 800.16(y), and is the type of activity that has the potential to cause effects on historic properties, and therefore subject to Section 106 of the National Historic Preservation Act (NHPA) (54 USC § 306108) and its implementing regulations (36 CFR Part 800 – Protection of Historic Properties); and

**WHEREAS**, Boise VAMC has consulted with the Idaho State Historic Preservation Officer (ID SHPO), consistent with 36 CFR § 800.2(c)(1); and

**WHEREAS**, Boise VAMC has invited the following to be consulting parties consistent with 36 CFR § 800.2(c)(2 through 5): Preservation Idaho (PI), East End Neighborhood Association (EENA), North End Neighborhood Association (NENA), Downtown Boise Association (DBA), Confederated Tribes of the Warm Springs Reservation of Oregon, and Shoshone-Bannock Tribes of the Fort Hall Reservation; and as of the date of signing, PI, EENA, and NENA have participated in consultation with Boise VAMC but the DBA, Confederated Tribes of the Warm Springs Reservation of Oregon, and Shoshone-Bannock Tribes of the Fort Hall Reservation have not responded or participated; and

**WHEREAS**, Boise VAMC provided the public with information about the undertaking and its effects on historic properties and invited public input from August-October 2020, consistent with 36 CFR § 800.2(d); and

**WHEREAS**, Boise VAMC, in consultation with the ID SHPO and consistent with 36 CFR § 800.4(a)(1), has determined the area of potential effects (APE) to be within the limits of the triangular central lawn that is bounded by “North VA Loop” road to the northwest, “South VA Loop” road to the southwest, and a concrete sidewalk to the east, shown in Appendix A, which includes the proposed footprints of the new building and surface parking lot and associated staging areas for construction; and

**WHEREAS**, Boise VAMC, in consultation with the ID SHPO and consistent with 36 CFR § 800.4, has identified the Fort Boise Historic District, which was listed on the National Register of Historic Places (NRHP) on November 9, 1972 (Ref# 72000433; ISHI 01-1246 and ISHS site # 10AA161) as a historic property within the APE that will be affected by the undertaking; and

**WHEREAS**, Boise VAMC conducted a ground penetrating radar (GPR) survey of the APE to locate and identify potential subsurface cultural features and components, the results of which are documented in the October 2020 report entitled "*A Geophysical Survey of the Boise VA Medical Center Parade Grounds Using Ground Penetrating Radar, Ada County, Idaho;*" and the data generated by the GPR survey did not identify any evidence of structures, foundations, large refuse dumps or similar features within the surveyed area, but did reveal three anomalies that warranted further exploration; and

**WHEREAS**, Boise VAMC conducted a follow-on metal detection and shovel test survey of the three anomalies found during the GPR survey, the results of which are documented in the May 2021 report entitled "*Metal Detection and Shovel Testing of Three GPR Identified Potential Features at the Boise VA Medical Center Parade Grounds, Ada County, Idaho;*" and the survey concluded that the anomalies were all likely the result of natural phenomena; and

**WHEREAS**, the proposed placement of the new building and parking lot at the northernmost corner of the existing central lawn was chosen for having adequate space, accessibility for veterans, and meeting VA physical security requirements after multiple alternative building locations were considered and found unfeasible and thus will diminish the integrity of the Fort Boise Historic District due to the loss of open space; and

**WHEREAS**, Boise VAMC has found the Undertaking will have an adverse effect on the Fort Boise Historic District and has consulted to resolve the adverse effect per 36 CFR § 800.6; and

**WHEREAS**, Boise VAMC has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect finding, and the ACHP has chosen not to participate in the consultation, pursuant to 36 CFR § 800.6(a)(1)(iii); and

**NOW, THEREFORE**, Boise VAMC and the ID SHPO agree that the adverse effect will be resolved through execution of this Memorandum of Agreement (MOA) pursuant to 36 CFR § 800.6(b)(1), and that the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

## STIPULATIONS

### I. RESOLUTION OF ADVERSE EFFECTS

#### a) Minimization

##### i. Design

Boise VAMC has designed the proposed building and parking lot in accordance with the Secretary of the Interior (SOI) Standards for the Treatment of Historic Properties (in particular, Standards 9 and 10 regarding new construction) to suitably complement, but not mimic, the existing design and materials of the surrounding historic buildings and landscape by incorporating compatible exterior materials, appropriate scaling, and design features that allude to the existing campus buildings. The design of the new building will not create a false sense of history; rather, it will be of its time and contemporary compared to the historic buildings within the historic district.

(a) Boise VAMC provided ID SHPO and interested parties the opportunity to review architectural and site details at the 50%, 95%, and 99% design iterations. The final, 100% design (dated 7/23/2021) integrates feasible comments.

##### ii. Inadvertent Discovery Plan

Prior to any ground-disturbing activities related to construction, Boise VAMC will develop an Inadvertent Discovery Plan (IDP). Boise VAMC will submit a draft version of the IDP to the ID SHPO for a 30-day review. Boise VAMC will address all timely comments submitted by the ID SHPO prior to the finalization of the IDP. Boise VAMC will submit the final IDP to the ID SHPO.

##### iii. Training

Prior to any ground disturbing activities related to construction, an SOI-qualified archeologist will provide cultural resources awareness training to contractors involved with ground-disturbing activities. The training will include references to previously conducted archaeological investigations, this MOA, and the IDP.

#### b) Mitigation

##### i. Interpretive Trail

Boise VAMC will consult with ID SHPO and interested parties to create an interpretive heritage trail on the Boise VAMC campus.

(a) The content will be prepared by an SOI-qualified historian, hired by the Boise VAMC. A meeting with the Boise VAMC, ID SHPO, interested parties, and the historian will take place to determine the overall content and scope of the interpretive heritage trail signage at the Boise VAMC.

(b) Interpretive signs will be designed by a professional graphic designer, hired by the Boise VAMC.

(c) ID SHPO will review the draft content and design and will provide comments within thirty (30) days to the Boise VAMC.

(d) ID SHPO will review the final content and design, before installation on the campus.

(e) The scope of work for all interpretive trail items, including historian and graphic designer costs, must be within the established Boise VAMC budget of approximately \$20,000.

ii. Tree Planting

Boise VAMC will plant ten (10) trees on the Boise VAMC campus in addition to the planned trees included within the Undertaking. The trees will be of similar types to those historically planted in the area, with preference given to species listed in the “Treasure Valley Tree Selection Guide” – most current edition.

- (a) Final tree selection and placement will be coordinated with ID SHPO and interested parties but are ultimately the sole discretion of the Boise VAMC.

**II. UNANTICIPATED EFFECTS**

If historic properties are discovered or unanticipated effects to historic properties are identified after work has been initiated, Boise VAMC will activate the Inadvertent Discovery Plan.

**III. DURATION**

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, Boise VAMC may consult with the ID SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation V. (Amendments) below.

**IV. DISPUTE RESOLUTION**

Should a consulting party object at any time to the manner in which the terms of this MOA are implemented, Boise VAMC will consult with the objector to resolve the objection. If Boise VAMC determines that such objection cannot be resolved, Boise VAMC will:

- a. Notify the objector and consulting parties in writing that it is invoking the Dispute Resolution clause.
- b. Forward all documentation relevant to the dispute, including Boise VAMC's proposed resolution, to the ACHP. The ACHP will provide Boise VAMC with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation.
- c. Prior to reaching a final decision on the dispute, Boise VAMC will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the ID SHPO, and provide them with a copy of this written response. Boise VAMC will then proceed according to its final decision.
- d. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day period, Boise VAMC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Boise VAMC will prepare a written response that takes into account any timely comments regarding the dispute from the ID SHPO and provide it and the ACHP with a copy of such written response.
- e. Boise VAMC'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.

**V. AMENDMENTS**

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

## **VI. TERMINATION**

- a. If either signatory to this MOA determines that its terms will not or cannot be carried out, that party will immediately consult with the other signatory to attempt to develop an amendment per Stipulation V., above. If within thirty (30) days (or another time period agreed to by both signatories) an amendment cannot be reached, either signatory may terminate the MOA upon written notification to the other signatory.
- b. Once the MOA is terminated, and prior to work continuing on the undertaking, Boise VAMC must either (a) execute a MOA pursuant to 36 CFR § 800.6, (b) execute a PA pursuant to 800.14(b)(3) or (c) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. Boise VAMC will notify the ID SHPO as to the course of action it will pursue.

## **VII. ANTI-DEFICIENCY ACT**

Boise VAMC's obligations under this MOA are subject to the availability of funds and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act (31 USC § 1341). Boise VAMC will make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs its ability to implement the stipulations of this MOA, Boise VAMC will consult with the ID SHPO in accordance with the amendment and termination procedures in Stipulations V. and VI.

Execution of this MOA by Boise VAMC and the ID 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.

**MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)  
BOISE VA MEDICAL CENTER (VAMC)  
AND THE IDAHO STATE HISTORIC PRESERVATION OFFICER (ID SHPO)  
REGARDING CONSTRUCTION OF A NEW BUILDING AND PARKING LOT ON THE CENTRAL LAWN  
AT THE BOISE VAMC IN  
BOISE, ADA COUNTY, IDAHO**

**SIGNATORIES:**

U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) BOISE VA MEDICAL CENTER

\_\_\_\_\_  
David Wood  
Director

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)  
BOISE VA MEDICAL CENTER (VAMC)  
AND THE IDAHO STATE HISTORIC PRESERVATION OFFICER (ID SHPO)  
REGARDING CONSTRUCTION OF A NEW BUILDING AND PARKING LOT ON THE CENTRAL LAWN  
AT THE BOISE VAMC IN  
BOISE, ADA COUNTY, IDAHO**

**SIGNATORIES:**

IDAHO STATE HISTORIC PRESERVATION OFFICER

\_\_\_\_\_  
TRICIA CANADAY  
Deputy State Historic Preservation Officer

\_\_\_\_\_  
Date

## APPENDIX A

The Boise VAMC site map below in Figure 1 shows the APE for this undertaking that was agreed-upon by Boise VAMC and ID SHPO.

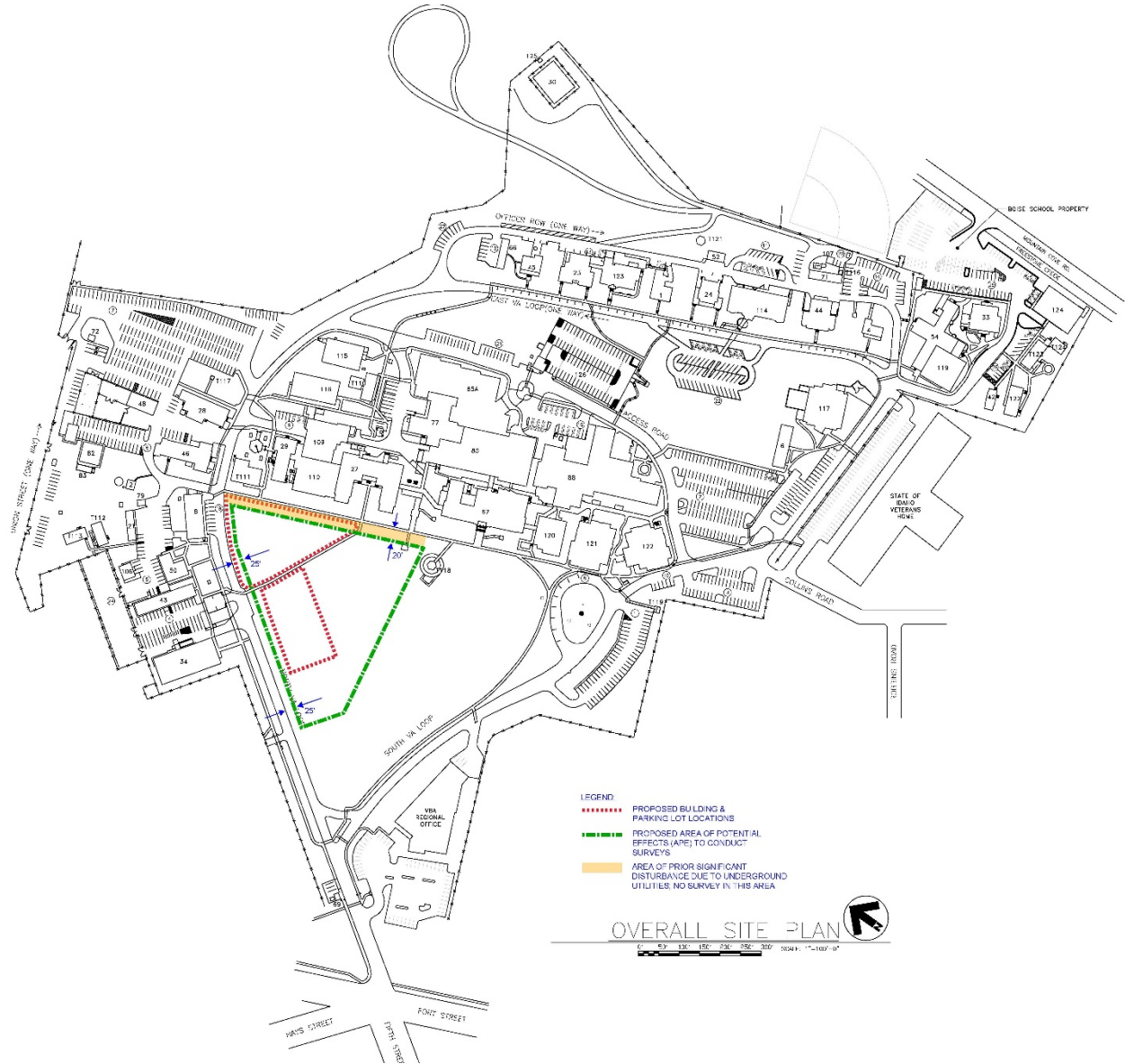


Figure 1: Area of Potential Effects (APE)