

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF VETERANS AFFAIRS
STATE HOME CONSTRUCTION GRANT PROGRAM,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND
THE CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS
REGARDING
THE VETERANS HOME OF CALIFORNIA
YOUNTVILLE SKILLED NURSING FACILITY PROJECT,
YOUNTVILLE, NAPA COUNTY, CALIFORNIA**

WHEREAS, the U.S. Department of Veterans Affairs State Home Construction Grant Program (VA) is providing a State Home Construction Grant (FAI #06-071) to assist in the financing for the Skilled Nursing Facility (SNF) Project at the Veterans Home of California Yountville (VHC-Yountville), located at 260 California Drive, Yountville, CA 94599, to be constructed by the California Department of Veterans Affairs (CalVet); and

WHEREAS, the project consists of the demolition of Polk Hall and Hostess House, the relocation of contributing landscape features within the historic district, and construction of an approximately 317,000-gross square-foot SNF containing 240 beds to provide long-term care services, including skilled nursing and memory care, for resident veterans replacing services currently provided at Holderman Hospital and the Franklin D. Roosevelt Building (Undertaking); and

WHEREAS, VA, pursuant to 36 Code of Federal Regulations (CFR) § 800.3(a), determined that provision of a State Home Construction Grant and the project it will fund 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 United States Code [USC] § 306108) and its implementing regulations (36 CFR Part 800 – Protection of Historic Properties); and

WHEREAS, VA, pursuant to 36 CFR § 800.2(c)(4), authorized the grant applicant, CalVet, to initiate Section 106 consultation with the California State Historic Preservation Officer (SHPO) and other parties via a program-wide authorization for grant applicants issued December 3, 2019; and

WHEREAS, VA, pursuant to 36 CFR § 800.2(c)(1), consulted with the SHPO; and

WHEREAS, VA, pursuant to 36 CFR § 800.4(a)(1), determined the area of potential effects (APE) as the boundaries of the Veteran's Home of California Historic District (District) and areas of proposed utility lines outside the historic district boundaries as shown in Attachment A and the SHPO did not object; and

WHEREAS, VA, pursuant to 36 CFR § 800.4(a)(2 through 4), determined in consultation with the SHPO that the undertaking has low potential for archeological discovery; and

WHEREAS, VA determined the District is eligible for listing in the National Register of Historic Places (National Register) under Criterion A as the first veterans' home of its kind in California and Criterion C as a significant example of a veterans' home complex that illustrates its important development and evolution from a privately owned care home in the late nineteenth century to a state-administered facility into the mid-twentieth century with a period of significance of 1898-1962, and the SHPO concurred; and

WHEREAS, VA, pursuant to 36 CFR § 800.5(d)(2), determined the undertaking will have an adverse effect on the District due to the proposed demolition of Polk Hall and Hostess House and the relocation or removal of contributing landscape features within the historic district (i.e., the Memorial Grove Arch, stone walls east of Jefferson Hall, and lampposts east of Jefferson Hall) and the SHPO concurred; and

WHEREAS, VA, pursuant to 36 CFR § 800.2(c)(2), invited the following tribes identified by the California Native American Heritage Commission (NAHC) to be consulting parties: the Mishewal Wappo Tribe of Alexander Valley, Kletsel Dehe Band of Wintun Indians, Middletown Rancheria of Pomo Indians of California, and Yocha Dehe Wintun Nation, California and none have chosen to participate in the consultation; and

WHEREAS, VA, pursuant to 36 CFR § 800.2(c)(3 through 5), invited the Napa County Historical Society, Napa Valley Museum Yountville, Napa County Landmarks, Napa County Planning Commission, Yountville Zoning and Review Board, Veterans Home Association, Veterans Museum at Balboa Park, California Military Museum, and National Veterans Memorial and Museum to be consulting parties and none chose to participate in the consultation; and

WHEREAS, VA, pursuant to 36 CFR § 800.2(d), provided the public with information about the undertaking and its effects on historic properties and sought public comment and input; and

WHEREAS, VA, pursuant to 36 CFR § 800.6(a)(1), notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect finding with specified documentation, and the ACHP chose to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, VA, pursuant to 36 CFR § 800.6(c)(2)(iii), invited CalVet, as the grant applicant, to sign this Memorandum of Agreement (Agreement) as an Invited Signatory; and

NOW, THEREFORE, VA, the SHPO, ACHP and CalVet agree that the undertaking shall be implemented in accordance with the following stipulations in order to take the Undertaking's effect on historic properties into account.

STIPULATIONS

VA shall ensure that the following stipulations are implemented by CalVet:

I. MOTHBALLING

CalVet shall ensure that Holderman Hospital is mothballed within six months after it is vacated in accordance with National Park Service (NPS) *Preservation Brief 31 – Mothballing Historic Buildings* and the Secretary of the Interior’s Standards for the Treatment of Historic Properties.

- A. CalVet shall prepare a Mothball Maintenance and Monitoring Plan (plan) to aid in the protection of the building from deterioration or damage for the duration that the building is vacated. The plan shall detail how to protect the building from damage caused by pests, vandalism and break-ins, moisture intrusion and build-up, defective utilities and mechanical systems, and other factors related to its vacancy.
- B. CalVet shall submit a draft of the plan to the SHPO for a thirty (30) day review and comment period. CalVet will take comments submitted by the SHPO into consideration when finalizing the plan.
- C. CalVet shall implement the plan, including installation of appropriate weatherization and security measures, along with sufficient maintenance to preserve the building’s character-defining features, within five years of MOA execution.

II. SALVAGE

CalVet shall salvage significant architectural features of buildings and landscape elements being demolished after SHPO documentation review period (Stipulation IV.A.3). Salvaged features shall be incorporated into the new SNF as feasible, displayed at the library and public venues at VHC- Yountville, and/or reused in historically appropriate ways in accordance with the Secretary of the Interior’s Standards for Treatment of Historic Properties on the campus.

- A. Features at the following locations to be salvaged include:
 - 1. Hostess House and Polk Hall:
 - a. Up to approximately 10% of the clay roof tiles for repair and maintenance needs on other buildings with the same roofing materials.
 - 2. Memorial Grove:
 - a. Memorial Grove archway.
 - b. Boulders with plaques and dedication features, approximately thirty (30).
 - c. Three (3) tree banded tin plates.
 - 3. Mothers of War Memorial Grove (extension of Memorial Grove):
 - a. Two (2) Mothers of War Grove signs.
 - b. One (1) boulder with plaque.
 - 4. Hostess House front wall:
 - a. One (1) plaque.
 - 5. Jefferson Hall:

- a. One (1) boulder with plaque adjacent to sidewalk.
 - b. Stone walls east of Jefferson Hall.
- 6. Along sidewalk between Jefferson Hall and Nursing Education Office:
 - a. Five (5) historic lamp posts (with cast concrete posts and pendant lights).
- B. CalVet shall provide an inventory of features identified for salvage to the SHPO within three months of execution of this MOA.
- C. CalVet shall store all salvaged features together in a designated area in a manner consistent with appropriate preservation standards.
- D. Removal of features from their historic locations shall be done in a manner that avoids or minimizes destruction to the materials.
- E. Once items are removed from their historic locations, damage to or deterioration of the features shall be addressed in accordance with appropriate preservation guidelines, including National Park Service (NPS) Preservation Brief 30 (Historic Clay Tiles); NPS Preservation Brief 15 (Historic Concrete); and Margot Gayle et al., *Metals in America's Historic Buildings: Uses and Preservation Treatments*.
- F. Temporary and long-term storage shall be done in a manner that protects the materials from the elements, inadvertent damage, theft, and vandalism. Storage and protection of salvaged features shall be performed in accordance with applicable guidance in: NPS Preservation Brief 31 (Mothballing Historic Buildings); NPS Tech Note Number 3 (Protecting a Historic Structure During Adjacent Construction); NPS Preservation Brief 30 (Historic Clay Tiles); and NPS Preservation Brief 15 (Historic Concrete).
- G. CalVet shall, after the SNF project is complete, archive and/or continue to store, as feasible, the remaining salvaged features not incorporated into the new SNF or VHC-Yountville campus.

III. HISTORIC PROPERTY RECORDATION

Within 24 months of this MOA's execution CalVet shall, pursuant to Section 110 of the NHPA, submit to the SHPO updated California Department of Parks and Recreation 523 recording forms reflecting the District's lost historic properties.

IV. MITIGATION MEASURES

A. Photographic and Written Documentation

CalVet shall prepare archival-quality recordation of the affected portions of the District, as well as representative documentation of the overall District. CalVet shall produce four documents: one for the District; one for each of Jefferson Hall, Polk Hall, and Hostess House; and one that will cover Memorial Grove Arch, historic lamp posts between Jefferson Hall and Nursing Education Office, and stone walls around Jefferson Hall. The documentation will include both written and photographic recordation. Written recordation will include historical and descriptive information. Photographic recordation will be taken with large-format, black-and-white film and reproduced on archival-quality

photograph. The photography shall occur prior to commencement of any work that will adversely affect characteristics that qualify the District as a historic property.

1. Written documentation will include:
 - a. Locational, ownership, and use data.
 - b. Detailed historical information for buildings and landscape features, including, where relevant, dates of construction, architect, builder, alterations, and original and subsequent architectural uses. The District recordation will include an overview narrative historical context of the development and use of the District.
 - c. Detailed physical descriptions of the buildings and landscape features, including, as applicable, the dimensions, materials, structural system, and architectural details of exterior and interior features. The District recordation will include an overview description of the site and setting.
 - d. References used.
2. Photographic documentation will include:
 - a. Representative exterior views of prominent buildings, structures, and landscapes that contribute to the District, including, but not limited to, Holderman Hospital, Armistice Chapel, Bandstand and Flagstaff, Main Quadrangle, and Entrance Parkway, as well as contextual views of the District and its setting to be included in the District documentation.
 - b. Representative exterior and interior views of Jefferson Hall, Polk Hall, and Hostess House to be included in the Building documentation.
 - c. Representative views of the Memorial Grove Arch, historic lamp posts between Jefferson Hall and Nursing Education Office, and stone walls around Jefferson Hall to be included in the Landscape documentation.
3. Documentation will include historic plans, drawings, and/or photographs, where available, of Jefferson Hall, Polk Hall, and Hostess House, and landscape features, including Memorial Grove and stone walls surrounding Jefferson Hall. Plans shall be photographically reproduced using large-format archival-quality prints and negatives or included in the reports as reduced size copies that fit onto 8-1/2" x 11" paper, if legible in this format.
4. The draft documentation shall be submitted to the SHPO for a 21 calendar day review prior to commencement of any work that will adversely affect characteristics that qualify the District as a historic property.
5. The final documentation shall consist of three hard copies of the documentation, including three sets of photographic prints and one set of negatives. The reports will be produced on archival-quality paper. The photographs and negatives will be produced on archival materials. The photograph prints will be labeled and mounted on archival cards or in sleeves. Hard copies will be distributed to CalVet, VA and SHPO. CalVet will receive the negative prints. Archival-quality DVDs each containing digital versions of the final documentation copies will be

offered to the VHC-Yountville Library and other interested parties should it be requested.

B. Interpretation

CalVet shall develop and provide SHPO the opportunity to review the following interpretation:

1. Three (3) interpretive signs:
 - a. Signs will be installed adjacent to, in, or on the proposed SNF, or other appropriate locations, incorporating historical and descriptive narrative and images that relate to all demolished historic resources. All sign locations and content shall be consistent with existing interpretive signs at VHC-Yountville.
 - b. The narrative shall be culled from the documentation prepared in accordance with Stipulation IV.A. or other cited sources, including the archives held at VHC-Yountville Library.
 - c. A draft narrative with images and a description of proposed sign locations will be provided to SHPO for a 30-day review. CalVet will take any timely comments submitted by the SHPO into consideration before finalizing and installing the signs.
 - d. The final interpretive signs shall be prepared and installed during construction of the new SNF and prior to the expiration of the Agreement.
2. Four (4) media publications and presentations:
 - a. One (1) digital publication documenting with photos and text the history and evolution of Veterans Care at VHC-Yountville;
 - b. One (1) digital publication documenting the history of Memorial Grove;
 - c. One (1) pictorial or audiovisual presentation documenting the history and evolution of Veterans Care at VHC-Yountville; and
 - d. One (1) pictorial or audiovisual presentation documenting the history of Memorial Grove.
 - e. CalVet shall post the publications via social media and make ten (10) hard copies, some of which will be made available for use at VHC-Yountville Library, CalVet Headquarters, and for other parties if requested.
 - f. CalVet shall post the pictorial or audiovisual presentations via social media and for VHC-Yountville Library use.
 - g. All publication and presentation materials shall be compliant with Americans with Disabilities Act (ADA) Section 508 accessibility standards.
 - h. Draft documentation of the publications and presentations will be provided to SHPO for a 30-day review. CalVet will take any timely comments submitted by the SHPO into consideration before finalizing and posting them. The media presentations shall be prepared and produced during construction of the new SNF.
3. CalVet shall prepare four (4) high-quality, physical display copies of historic photographs of the buildings impacted by the project. CalVet shall also prepare

one (1) high quality, physical display copy of a Memorial Grove historical map that illustrates where original trees were located in the grove. CalVet shall install the photographs and map in public space(s) within the new SNF. Photos and map shall be culled from the VHC-Yountville Library and the displays shall be appropriately captioned and cited. The high-quality displays shall be produced and installed during construction of the new SNF.

H. Landscape Maintenance Plan

CalVet will develop a comprehensive Landscape Maintenance Plan to guide post-construction grounds maintenance and development.

1. An historical landscape architect and/or historian will prepare the plan to be consistent with historic plantings and compatible design.
2. The Landscape Plan will seek to minimize visual effects of the new construction and recommend specific plantings compatible with the historic landscape. It will recommend standards of care for the existing mature trees.
3. CalVet will provide SHPO a draft of the Landscape plan with a 30-day review window.
4. CalVet will finalize the plan within five years of execution of the MOA. After the final Landscape Maintenance Plan is completed, CalVet shall seek funding for implementation of the plan.

I. All mitigation measures shall be completed prior to this Agreement's expiration.

V. INADVERTENT DISCOVERY

Should a previously unidentified resource be encountered during this undertaking, or if an unanticipated effect to a known historic property results from the undertaking, CalVet shall inform VA and will halt activities in the vicinity of the resource. VA shall comply with 36 CFR 800.13(b) by notifying the SHPO and invite comment from signatories to the Agreement. VA's notifications shall include a description of unanticipated effects, an eligibility recommendation or a proposed schedule for assessing eligibility, and if appropriate, a process to resolve potential adverse effects.

VI. ADMINISTRATIVE PROVISIONS

A. Professional Qualifications

1. CalVet shall ensure that individuals meeting the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61; 48 FR 44738-9) in the relevant field of study carry out or review appropriateness and quality of the

actions and products required by this Agreement. However, nothing in this stipulation may be interpreted to preclude CalVet or any agent or contractor thereof from using the properly supervised services of persons not meeting the Secretary of the Interior's Professional Qualification Standards.

2. Documentation in Stipulation IV.A shall be completed by a historian or architectural historian meeting the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61).
3. If CalVet determines that the Undertaking must be modified it will notify VA and VA and CalVet will consult with the SHPO to determine the effect of such modifications. If the modifications result in additional adverse effects to historic properties, additional mitigation to resolve adverse effects shall be determined in consultation with the SHPO and ACHP and included under Stipulation IV and appended to this Agreement pursuant to Stipulation VI.E.

B. Duration

1. This Agreement will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, CalVet may consult with VA, the SHPO, and ACHP to reconsider the terms and extend the Agreement's duration for an additional five years upon mutual agreement and amend it in accordance with Stipulation VI.E.
2. If CalVet determines the terms of the Agreement have been fulfilled, it shall notify VA, the SHPO, and ACHP in writing. Upon written concurrence from VA, the SHPO, and ACHP that the terms of the Agreement have been fulfilled, this Agreement will be considered expired.

C. Confidentiality

CalVet acknowledges that the historic properties covered by this Agreement are subject to the provisions of § 304 of the NHPA and § 6254.10 of the California Government Code (Public Records Act), relating to the disclosure of archeological site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this Agreement are consistent with said sections.

D. Dispute Resolution

1. Should any Signatory object at any time to the manner in which the terms of this Agreement are implemented, to any action carried out or proposed with respect to implementation of the Agreement (other than the Undertaking itself), or to any documentation prepared in accordance with and subject to the terms of this Agreement, they shall consult with the VA to resolve the objection. If the VA determines that such objection cannot be resolved, VA shall:

- a. Forward all documentation relevant to the dispute, including VA's proposed resolution, to the ACHP. The ACHP shall provide VA and the SHPO with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, VA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the SHPO and provide the SHPO with a copy of this written response. VA will then proceed according to its final decision.
 - b. If the ACHP does not provide its advice regarding the dispute within the 30-day time period, VA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, VA shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO and provide the SHPO with a copy of such written response.
2. VA's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.
3. Should any member of the public raise a timely and substantive objection pertaining to the manner in which the terms of the Agreement are carried out, at any time during its implementation, CalVet shall notify VA and in coordination with VA take the objection into account by consulting with the objector to resolve this objection. When CalVet responds to an objection, it shall notify the consulting parties of the objection and in the manner in which it was resolved. CalVet may request the assistance of a consulting party to resolve an objection.

E. Amendments

This Agreement may be amended when agreed to in writing by all Signatories and Invited Signatories. The amendment will be effective on the date a copy signed by the Signatories is filed with the ACHP.

F. Termination

1. If any Signatory or Invited Signatory to this Agreement determines that its terms will not or cannot be carried out, that party will immediately consult with the other parties to develop an amendment per Stipulation VI.E., above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any Signatory or Invited Signatory may terminate the Agreement upon written notification to the other Signatories.
2. If this Agreement is terminated, and prior to work continuing on the undertaking, VA and CalVet must either (a) execute an Agreement 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. VA will notify the Signatories and Invited Signatory of the course of action it will pursue.

G. Reporting Requirements

1. CalVet shall provide the Signatories to this Agreement an Annual Report documenting actions carried out pursuant to this Agreement. The reporting period shall commence one year from the date of execution.
2. The Annual Report shall address the following: status of undertaking (e.g., phases complete and upcoming), scheduling changes, status of mitigation, any objections received and how they were resolved, status of any proposed amendments, and any interest from the public in the undertaking and/or terms of the Agreement.
3. VA shall coordinate a meeting with all Signatories to be scheduled within ninety (90) days of distribution of the Annual Report, or another mutually agreed upon date, to discuss activities carried out pursuant to this Agreement during the preceding year and activities scheduled for the upcoming year. This meeting, should it be deemed unnecessary, may be cancelled by mutual consent of the Signatories.

Execution of this Agreement by VA, the SHPO, ACHP and CalVet and implementation of its terms evidence that VA has taken the effects of the undertaking on historic properties into account and afforded the ACHP an opportunity to comment.

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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND
THE CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS
REGARDING
THE VETERANS HOME OF CALIFORNIA
YOUNTVILLE SKILLED NURSING FACILITY PROJECT,
YOUNTVILLE, NAPA COUNTY, CALIFORNIA**

SIGNATORY:

U.S. Department of Veterans Affairs State Home Construction Grant Program

By  _____	11/09/2021 _____
Anna Gaug, National Program Manager	Date

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YOUNTVILLE, NAPA COUNTY, CALIFORNIA**

SIGNATORY:

California State Historic Preservation Officer



By _____
Julianne Polanco, State Historic Preservation Officer

11/18/21

Date

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SIGNATORY:

Advisory Council on Historic Preservation

By _____
Reid J. Nelson, Executive Director, Acting

11/22/2021
Date

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INVITED SIGNATORY

California Department of Veterans Affairs

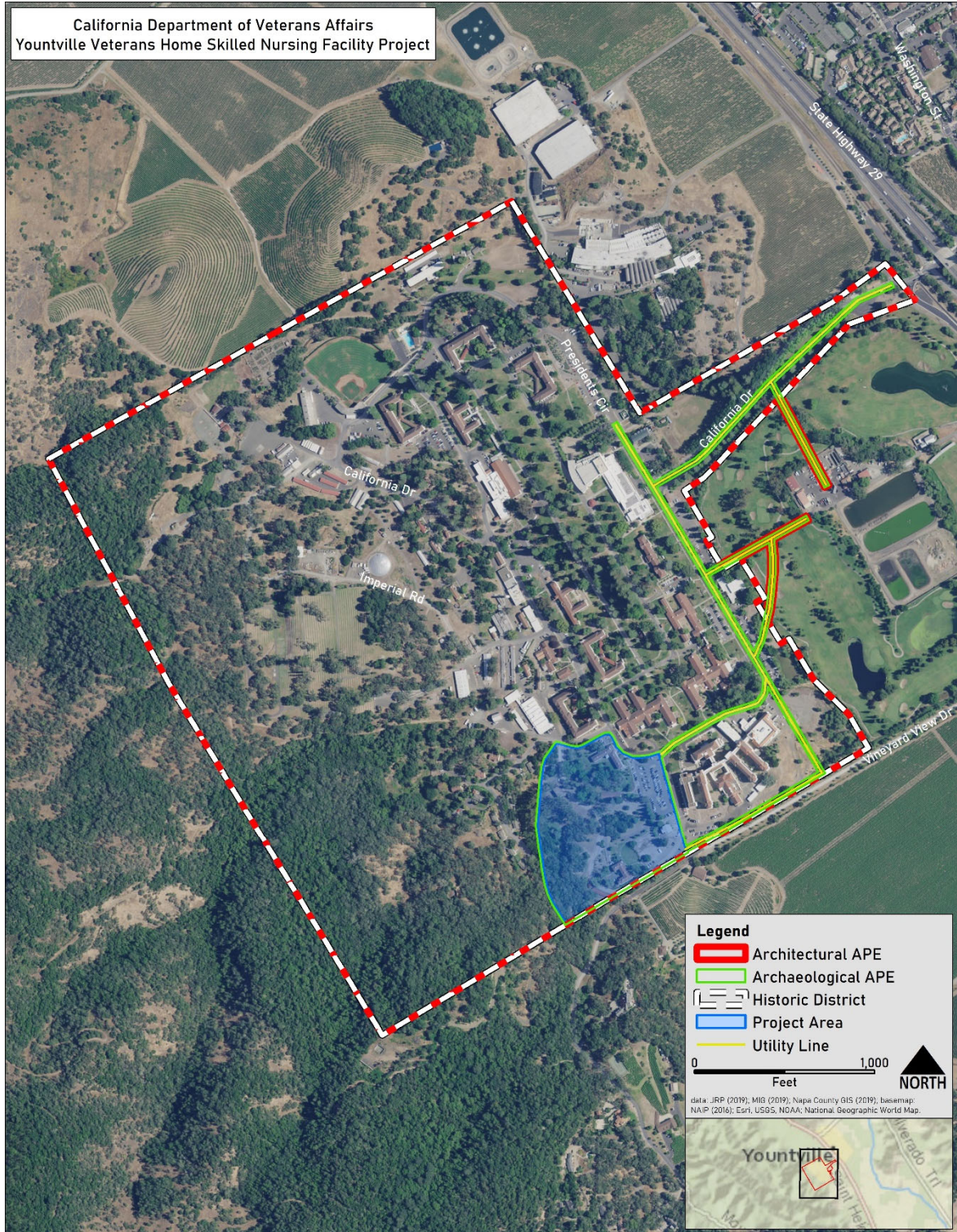
By **Vito Imbasciani** Digitally signed by Vito Imbasciani
Date: 2021.11.09 15:44:11 -08'00'

Vito Imbasciani, Secretary

11/09/2021
Date

Attachment A

Veterans Home of California Yountville Skilled Nursing Facility Project Area of Potential Effects (APE) Map



Area of Potential Effects (APE) Map