

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF VETERANS AFFAIRS
STATE HOME CONSTRUCTION GRANT PROGRAM,
THE IDAHO STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND
THE IDAHO DIVISION OF VETERANS SERVICES
REGARDING
THE IDAHO STATE VETERANS HOME
BOISE SKILLED NURSING REPLACEMENT HOME PROJECT,
BOISE, ADA COUNTY, IDAHO**

WHEREAS, the U.S. Department of Veterans Affairs State Home Construction Grant Program (VA) is providing a State Home Construction Grant (FAI #16-009) to assist in the financing for the Replacement Skilled Nursing Facility (SNF) Project at the Idaho State Veterans Home Boise (ISVH-B), located at 320 N. Collins Road, Boise, Idaho 83702, (Undertaking) to be constructed by the Idaho Division of Veterans Services (IDVS); and

WHEREAS, the Undertaking consists of the demolition of the existing Idaho State Veterans Home Boise, and construction of a 4-story, approximately 150,797-gross square foot SNF containing 122 beds to provide long-term care services, including skilled nursing and memory care, for resident veterans continuing services currently provided at the existing Idaho State Veterans Home Boise on the same 4.95-acres site; and

WHEREAS, VA, pursuant to 36 Code of Federal Regulations (C.F.R.) § 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 C.F.R. § 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 [U.S.C.] § 306108) and its implementing regulations (36 C.F.R. Part 800 – Protection of Historic Properties); and

WHEREAS, VA, pursuant to 36 C.F.R. § 800.2(c)(4), authorized the grant applicant, IDVS, to initiate Section 106 consultation with the Idaho State Historic Preservation Officer (SHPO) and other consulting parties via a program-wide authorization for the grant application that was submitted November 19, 2019; and

WHEREAS, VA, pursuant to 36 C.F.R. § 800.4(a)(1), determined the area of potential effects (APE) as the boundaries of the Fort Boise Historic District (District) as shown in Attachment A and the SHPO did not object; and

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

WHEREAS, VA, pursuant to 36 C.F.R. § 800.5(d)(2), determined the Undertaking may have an adverse effect on historic properties, specifically to the aspects of the integrity of setting and feeling of the National Register of Historic Places-listed District and buildings 4, 6, 33, and 42 within the District, and has consulted with the SHPO pursuant to 36 C.F.R. § 800.2(c)(1); and

WHEREAS, VA, pursuant to 36 C.F.R. § 800.2(c)(2), invited the Confederated Tribes of the Warm

Springs Reservation in Oregon and the Shoshone-Bannock Tribes to participate in consultation, and neither Tribe elected to participate in the consultation; and

WHEREAS, VA, pursuant to 36 C.F.R. § 800.2(c)(3 through 5), has consulted with the North End Neighborhood Association (NENA), the East End Neighborhood Association (EENA), Preservation Idaho, and the City of Boise Historic Preservation Commission regarding the effects of the Undertaking on historic properties; and

WHEREAS, VA, pursuant to 36 C.F.R. § 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 C.F.R. § 800.6(a)(1), has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

WHEREAS, VA, pursuant to 36 C.F.R. § 800.6(c)(2)(iii), invited IDVS, as the grant applicant, to sign this MOA (Agreement) as an invited signatory; and

NOW, THEREFORE, VA, the SHPO, IDVS, and the ACHP (Signatories) 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 IDVS:

I. MITIGATION MEASURES

IDVS will develop a Landscape Plan that includes the following mitigation measures, the locations of which are depicted in Attachment B:

A. Picnic Area

IDVS shall include in its Landscape Plan a picnic area with the intent to invite people from all walks of life onto the State Veterans Home campus to create a stronger bond with the community. The picnic area shall be strategically located between the existing Memorial Monument and proposed West Plaza. This area will also consist of an ADA accessible table on a concrete pad, adjacent to the existing trees.

B. Historical Education Interpretive Signage

IDVS shall include in its Landscape Plan three (3) historical education interpretive plaques containing written information that honor's the history of the "Old Soldiers Home" and the many iterations of the past State Veterans Homes within Ada County.

These three (3) plaques shall be installed at the Event Plaza, along the west wall and include:

1. Plaque 1 shall depict the history of the first State Veterans Home, formally called the "Old Soldiers Home," that opened its doors in Boise in May 1895 with ten (10) residents.
2. Plaque 2 shall depict the evolution of the Old Soldiers Home after the original 3-story building was destroyed in 1901 and then rebuilt as a 2-story building at the same location. This second State Veterans Home was then again damaged by fire in 1917.
3. Plaque 3 shall depict the evolution of the existing 2-story State Veterans Home located on N. Collins Road, that was built in 1965 and was dedicated in November 1966, to the proposed 4-story building that will replace the existing 58-year-old facility.

The design for each of the three (3) plaques will be submitted to the SHPO for review and comment. IDVS will take into consideration the comments from the SHPO regarding the design of the plaques and then proceed accordingly. If the SHPO does not provide comments within thirty (30) days, IDVS may make a final decision on the design of the plaques and proceed accordingly.

C. Walk of Honor & Appreciation

IDVS shall include in its Landscape Plan a pedestrian path with bordering, engraved bricks between the landscaped area on the west to the flag plaza to be known as the "Walk of Honor & Appreciation." The site design shall consist of a prominent, continuous East-West

pedestrian path that connects the main entry of the building to the community, through the parking lot.

The path will be aligned with engraved bricks along the north and south edges. Availability for sixteen (16) total flag poles to be placed during commemorative dates and special events will be installed at the parking islands, on either side of the pedestrian path.

D. Landscaping

IDVS shall include in its Landscape Plan an ample number of trees. There will be no less than ninety (90) deciduous and evergreen trees for this site, the varieties of which are native to the area or were planted on the Boise VA Medical Center campus historically. Three (3) existing deciduous trees shall be preserved, unless there are extenuating circumstances resulting in their removal. The plant material will provide year-round interest and will take into consideration low-water usage varieties. Two (2) proposed trees adjacent to the Walk of Honor & Appreciation will be four (4) inch caliper trees to help provide a mature tree canopy at the time of planting.

II. POST-REVIEW DISCOVERIES

If properties are discovered that may be historically significant or unanticipated effects on historic properties found, IDVS shall immediately halt activities within twenty (20) meters of the property. IDVS shall inform VA of the discovery, and VA shall comply with 36 C.F.R. 800.13(b) by notifying the Signatories to this Agreement. VA's notification 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. Signatories to this Agreement shall provide VA with comment within fifteen (15) days of receiving adequate documentation.

III. ADMINISTRATIVE PROVISIONS

A. Professional Qualifications

1. IDVS shall ensure that individuals meeting the Secretary of the Interior's Professional Qualification Standards (36 C.F.R. 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 IDVS 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. If IDVS determines that the Undertaking must be modified, it will notify VA, and VA and IDVS 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 appended to this Agreement pursuant to Stipulation III.E.

B. Duration

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, IDVS may consult with other Signatories to this Agreement to reconsider the terms of this Agreement and amend it in accordance with Stipulation III.E.

If IDVS determines the terms of this Agreement have been fulfilled, it shall:

1. Notify the other Signatories to this Agreement in writing.
2. Upon written concurrence from VA and the SHPO that the terms of this Agreement have been fulfilled, this Agreement will be considered expired.

C. Confidentiality

IDVS acknowledges that the historic properties covered by this Agreement are subject to the provisions of § 304 of the NHPA 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

Should any signatory or concurring party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, VA shall consult with such party to resolve the objection. If VA determines that such objection cannot be resolved, VA will:

1. Forward all documentation relevant to the dispute, including VA's proposed resolution, to the ACHP. The ACHP shall provide VA with its advice on the resolution of the objection within thirty (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 ACHP, the other Signatories, and concurring parties, and provide them with a copy of this written response. VA will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the thirty (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 Signatories and concurring parties to this Agreement, and provide them and the ACHP with a copy of such written response.

E. Amendments

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

F. Termination

If any signatory to this Agreement determines that its terms will not or cannot be carried out, that party will immediately consult with the other Signatories to attempt to develop an amendment per Stipulation III.E., above. If within thirty (30) days (or another time period agreed to by all Signatories) an amendment cannot be reached, any signatory may terminate this Agreement upon written notification to the other Signatories.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, VA and IDVS must either (a) execute an agreement pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. VA will notify the Signatories of this Agreement of the course of action it will pursue.

G. Reporting Requirements

IDVS shall provide the Signatories and concurring parties to this Agreement an Annual Report documenting actions carried out pursuant to this Agreement via email. The reporting period shall commence one (1) year from the date of execution of this Agreement.

The Annual Report shall address the following: status of the 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.

VA shall coordinate a meeting with all Signatories and concurring parties 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 to this Agreement.

H. Anti-Deficiency Act

VA 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 U.S.C. § 1341). VA 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, VA, as appropriate, will consult with the other signatories in accordance with the amendment and termination procedures in Administrative Provisions 3E. and 3F, above.

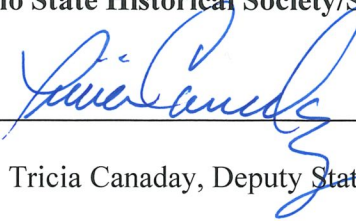
Execution of this Agreement by VA, the SHPO, IDVS, and the ACHP and implementation of its terms evidence that VA has taken the effects of the Undertaking on historic properties into account and afforded the ACHP an opportunity to comment.

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SIGNATORY:

Idaho State Historical Society/State Historic Preservation Office

By



Tricia Canaday, Deputy State Historic Preservation Officer

5-26-23

Date

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SIGNATORY:

Advisory Council on Historic Preservation

By _____

Reid Nelson, Executive Director

Date

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INVITED SIGNATORY

Idaho Division of Veterans Services

By


Tracy M. Schaner, Deputy Chief Administrator

5/30/23
Date