

Memorandum of Agreement
Among the American Battle Monuments Commission,
U.S. Department of Veterans Affairs, National Cemetery Administration,
and the Hawaii State Historic Preservation Officer
Regarding
Construction of Two Pavilions at the Honolulu Memorial located in the
National Memorial Cemetery of the Pacific, Oahu, Hawaii

WHEREAS, the American Battle Monuments Commission (ABMC) proposes to construct two pavilions and associated handicap accessibility improvements at the Honolulu Memorial located in the National Memorial Cemetery of the Pacific (NMCP) with the design approval of the U.S. Commission on Fine Arts (CFA) and

WHEREAS, the U.S. Department of Veterans Affairs, National Cemetery Administration (NCA) is the landowner of the NMCP, established in 1949, and has helped maintain the Honolulu Memorial, built in 1964, as an integral part of the cemetery; and

WHEREAS, both the Honolulu Memorial and the NMCP have the commission to honor the sacrifices and achievements of American Armed Forces in the Pacific, which includes the sacrifices and achievements of those involved in the Vietnam War; and

WHEREAS, it is the intent of the ABMC to restore and rehabilitate the landscaping and structures of the Honolulu Memorial to a high quality befitting these sacrifices; and

WHEREAS, the NMCP was listed on the National Register of Historic Places in 1976, and the Honolulu Memorial has been determined eligible for listing on the National Register of Historic Places for its association with World War II (WWII), the Korean War, and the Vietnam War; the integrity of its architectural design by Weihe, Frick and Kruse, and Theodore Vierra Architects of Honolulu; the artistry of its sculptures (thirty-foot tall Lady Columbia and eagles) by Bruce Moore, Filippo Cecchetio and Ugo Quaglieri; the artistry and method of construction of the map gallery friezes by Mary Morse Hamilton Jacobs; the integrity of the landscape design by Robert O. and Catherine Thompson; and

WHEREAS, ABMC is the lead federal agency for purposes of reviewing the undertaking's impacts on historic properties under Section 106 of the National Historic Preservation Act of 1966 as amended and its implementing regulations (36 CFR 800); and

WHEREAS, ABMC has determined that the undertaking will have an adverse effect on historic resources due to physical and visual impacts on the original design which contributes to the historic significance of the Honolulu Memorial and the NMCP; and

WHEREAS, ABMC has consulted with the NCA and the Hawaii State Historic Preservation Officer (SHPO), has invited them to participate in the development and execution of this Memorandum of Agreement (MOA) pursuant to 36 CFR Part 800, and has invited them to execute this MOA as signatory parties; and

WHEREAS, ABMC has invited the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR Part 800 to consult on and execute this MOA as a signatory party and the ACHP has declined to be a signatory to the MOA; and

WHEREAS, ABMC consulted with the Office of Hawaiian Affairs (OHA), which expressed comments in support of the project and declined to participate in the MOA; and

WHEREAS, ABMC has consulted with the Historic Hawaii Foundation (HHF), a non-profit advocate for historic preservation of places related to the history of Hawaii, and the Outdoor Circle, a non-profit advocate for the protection of Hawaii's natural environment, and invited them to execute the MOA as concurring parties; and

NOW, THEREFORE, ABMC, NCA, and SHPO agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on the historic character of the Honolulu Memorial and the National Memorial Cemetery of the Pacific.

STIPULATIONS

ABMC will ensure that the following stipulations are implemented.

I. Location.

A. The ABMC will construct two pavilions and associated handicap accessibility improvements at the Honolulu Memorial located in the National Memorial Cemetery of the Pacific (NMCP).

B. The proposed location of the pavilions and associated handicap accessibility improvements is as shown in the attached plans (drawings) and specifications titled "American Battle Monuments Commission, Vietnam Pavilions, Punchbowl Cemetery, Oahu, Hawaii", Final Submittal dated 30 September 2011.

II. Design Review. The ABMC has provided signatory and consulting parties documentation of proposed grading, site development, and pavilion design drawings to demonstrate the ABMC is fulfilling its agreement to:

A. Minimize the physical impacts of the two pavilions and handicap accessibility improvements on the existing structures, pavements, and landscaping.

B. Minimize the visual impacts of the two pavilions on the original design of the Memorial.

III. Mitigation of Physical Impacts. ABMC will mitigate the physical impacts of the pavilions by:

A. Designing and constructing the new pavilions to comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Specifically:

1. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

2. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

3. Specific measures will include:

a. The design team will include a qualified historic architect and landscape architect.

(1) The historic architect will meet the minimum professional qualifications specified by the Secretary of Interior's Standards and Guidelines [As Amended and Annotated].

(2) The landscape architect will be a licensed professional landscape architect in the State of Hawaii.

b. The maps for the Vietnam Pavilion will be the same size as the existing maps in the terminating pavilions of the existing map galleries and constructed in the same style using precast tinted mosaic concrete and colored glass aggregate.

c. The railings in the new pavilions shall match the existing bronze railings.

4. Construction will be in accordance with the plans (drawings) and specifications titled "American Battle Monuments Commission, Vietnam Pavilions, Punchbowl Cemetery, Oahu, Hawaii", Final Submittal dated 30 September 2011. Any change to these plans and specifications will be evaluated by the design team's Historic Architect. The Historic Architect will make a determination if the change requires submittal to the signatory and consulting parties for review and compliance with the terms of this MOA.

B. Designing and constructing to minimize visual and physical impacts to existing trees and shrubs while maintaining the symmetry and plantings of the existing Memorial. Additionally:

1. There will be no net loss of trees to the Memorial. Any trees removed due to this project will be mitigated by the addition of trees in a subsequent landscape restoration project.

2. Post-construction landscaping will be designed by a licensed landscape architect. The design will recreate or maintain the historic landscape plan for the Memorial. The landscape architect will make periodic checks during construction to ensure compliance with the landscape design.

3. The construction contractor will be required to provide a certified arborist to supervise any required tree pruning, removal, maintenance, and relocations and who will approve and

supervise industry standard tree protection measures as specified by the construction contract plans and specifications.

D. Requiring the construction contractor to perform work in the following manner in order to mitigate overall adverse impacts of the construction operations on the NMCP visitors, visitor traffic patterns, funeral corteges, committal services, and overall cemetery operations;

1. Construction contract duration will be limited to the shortest possible duration as mutually agreed to by the ABMC and NMCP.

2. The construction contractor shall stop all noise generating activities 15 minutes before all committal services, until the service is over. The cemetery will provide to the ABMC (or contractor) a schedule of burial services each day.

3. Construction staging yard, vehicles, storage areas, and worker parking will be strictly limited to areas within or directly adjacent to the boundaries of the ABMC monument as approved by the NMCP.

4. Construction truck and delivery traffic will be limited to occurring either before 9:00 a.m. or after 3:00 p.m. or as approved by the NMCP so that funeral corteges visitors and committal services will not be disrupted. All road restrictions or closures shall be requested not later than three (3) days in advance and must be approved by the Cemetery Director in writing.

5. All construction contractors and associated workers will be subject to the rules and regulations of the NMCP pertaining to their conduct and all other activities while on premises of NMCP property. NMCP will retain the authority to have any objectionable workers or contractors that fail to comply with NMCP rules and regulations removed from premises by ABMC.

6. The Memorial chapel will remain open and accessible for funeral cortege visitors to use for committal service purposes throughout the duration of the construction contract. When such services are scheduled all ABMC related construction activities in that area of the Memorial will cease for a time period to be determined and approved by NMCP.

7. All NMCP roadways leading to and from the construction areas and other NMCP infrastructure in the vicinity of the construction area will be jointly reviewed by NMCP and ABMC prior to the start of any construction related activities. Should any damage result to cemetery roads or infrastructure as a result of the construction operations, ABMC will require the construction contractor to restore such items back to their original preconstruction condition at no expense to the government.

IV. Mitigation of Visual Impacts. ABMC will mitigate the visual impacts of the pavilions by:

A. Designing the pavilions to be compatible with the historic materials, features, size, scale and proportion of the original terminating pavilions, which will ensure the pavilions complement the integrity of the original designed property and environment.

B. Placing the new pavilions approximately 18 inches lower than the original terminating pavilions allowing the new pavilions to be differentiated from the original design.

C. Constructing the new pavilions with openings on two sides to allow visual access to the original design from the entrance to the NMCP. The open sides shall be the southeast side facing the entrance to the Cemetery and the northwest side facing the existing adjacent map gallery.

D. Retaining the two historic flagpoles of the Court of Honor in place. These flagpoles help form the trilogy symbolism with Lady Columbia.

E. Requiring the construction contractor, where required, and in accordance with the construction plans and specifications, to remove, store, and re-install the existing porphyry pavers in the same paving pattern as the original. The construction contractor shall provide new matching pavers as required to replace damaged or unsalvageable pavers.

F. Agreeing that the orientation pavilion will include information and way-finding in a manner that respects the feeling of quiet contemplation, serenity, and solemnity, which are integral features of the Honolulu Memorial. The ABMC will submit plans for the orientation pavilion to the signatory and consulting parties for review prior to final design and construction.

V. Future Integrity of the Site.

A. ABMC agrees that it will not construct any new monuments to future conflicts within the National Memorial Cemetery of the Pacific or any future structural additions to the existing Honolulu Memorial.

B. ABMC will remove the temporary platforms and restore the planters along the Memorial staircase to their original design in a future project. Plans for this future project will be completed within 12 months of ABMC's signing of this agreement and work will be completed within 3 years of ABMC's signing of this agreement.

C. ABMC will update and amend the National Memorial Cemetery of the Pacific's National Register of Historic Places nomination to include the Honolulu Memorial and other changes at the site since 1976; NCA History Program staff will review and comment on nomination drafts. The nomination amendment will be prepared and submitted to the National Park Service within 3 years of ABMC's signing of this agreement.

VI. Dispute Resolution.

A. If any Signatory or Concurring Party to this MOA objects in writing with regard to the implementation of stipulations of this MOA, ABMC will consult with the objecting party(ies) within 30 days of receipt of the objection. ABMC will attempt to resolve the objection through consultation with the objecting party(ies), and, as necessary, other parties to this MOA.

B. If resolution is obtained, ABMC will so notify all Consulting Parties, and absent timely objection, implement this MOA in accordance with the terms of the resolution.

C. If resolution is not reached, ABMC will forward all documentation relevant to the objection to the ACHP and request ACHP's assistance in accordance with 36 CFR §800.2(b)(2). Any advisory comments provided by the ACHP and all comments from Signatories and Concurring Parties will be taken into account by ABMC in making its final decision regarding the objection.

D. ABMC will provide a copy of its final decision regarding the objection to all Signatories and Concurring Parties within 30 days of making the decision.

VII. Amendments.

A. If any of the Signatories to this MOA believes that an amendment is necessary, that party will inform the other Consulting Parties in writing and state the reason for the proposed amendment. ABMC will consult with Signatories and Concurring Parties to determine the need and nature of the amendment and if it is warranted. Amendments will be developed in accord with 36 CFR §800.6(c)(7).

B. If an amendment cannot be agreed upon, the dispute resolution process in Stipulation VI will be followed.

VIII. Termination.

A. If ABMC cannot implement the terms of this MOA, or the SHPO determines the MOA is not being properly implemented, any of these Signatories may propose that the MOA be terminated. The Signatory proposing termination will notify in writing all other Signatories and Concurring Parties to this MOA and explain the reason(s) for the proposed termination. Within 15 working days all parties will consult to seek alternatives to termination.

B. Should such consultation fail either the ABMC or SHPO may terminate this MOA by notifying the other Signatories and Concurring Parties.

C. If the MOA is terminated, ABMC will either consult in accordance with 36 CFR §800.6 to develop and execute a new MOA or request the comments of the ACHP pursuant to 36 CFR §800.7.

IX. Duration.

A. This MOA will be null and void if its terms are not implemented within three (3) years from the date of its execution unless the signatories agree in writing to an extension. Should the MOA become null and void, ABMC will consult with the other Consulting Parties and interested members of the public to determine the appropriate course of action in order to remain in compliance with Section 106 of the National Historic Preservation Act.

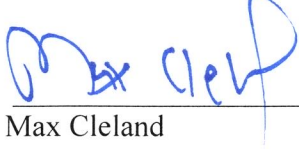
B. Once this MOA is signed and the terms implemented by award of a construction contract, this MOA remains in effect in perpetuity, unless amended in accordance with Stipulation VII or terminated in accordance with Stipulation VIII.

X. Anti-Deficiency Act. Pursuant to the terms of the Anti-Deficiency Act, 31 USC 1341 et seq, ABMC's fulfillment of the terms of this MOA is subject to applicable laws and regulations and to the availability of funds. If ABMC finds that it lacks the funds necessary to fulfill the stipulations of this MOA, ABMC shall so notify the other Signatory and Consulting Parties and consult with them to determine how to address the deficiency, subject to dispute resolution in accordance with Stipulation VI. Nothing in this MOA shall be deemed to authorize an expenditure of funds in violation of the Anti-Deficiency Act.

Execution of this MOA by the ABMC, NCA, and SHPO, and implementation of its terms, evidence that ABMC has afforded the ACHP an opportunity to comment on the construction of the pavilions at the Honolulu Memorial; and that ABMC has taken into account the effects of the undertaking on historic properties.

SIGNATORY PARTIES

American Battle Monuments Commission



Max Cleland
Secretary
American Battle Monuments Commission

Date: 16 Nov '11

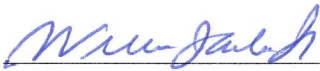
U.S. Department of Veterans Affairs, National Cemetery Administration



Glenn R. Powers
Deputy Under Secretary for Field Programs
National Cemetery Administration, U.S. Department of Veterans Affairs

Date: Nov 14th 2011

Hawaii State Historic Preservation Officer



William J. Aila, Jr.
Chairperson and State Historic Preservation Officer
Department of Land and Natural Resources, State of Hawaii

Date: 11/22/11

CONCURRING PARTIES

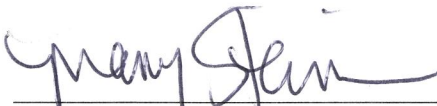
Historic Hawaii Foundation



Kiersten Faulkner
Executive Director
Historic Hawai'i Foundation

Date: 11/28/11

The Outdoor Circle



Mary Steiner
Chief Executive Officer
The Outdoor Circle

Date: 11/28/11