

**MEMORANDUM OF AGREEMENT (MOA)**

**AMONG THE DEPARTMENT OF VETERANS AFFAIRS, VETERANS HEALTH ADMINISTRATION, MARION  
VETERANS AFFAIRS MEDICAL CENTER**

**AND THE**

**INDIANA STATE HISTORIC PRESERVATION OFFICER**

**AND THE**

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING THE DEMOLITION OF THIRTEEN BUILDINGS ON THE MARION VETERANS AFFAIRS  
MEDICAL CENTER**

**IN MARION, CENTER TOWNSHIP, GRANT COUNTY, INDIANA**

**WHEREAS**, the United States Department of Veterans Affairs (VA), the Veterans Health Administration (VHA), and the Marion Veterans Affairs Medical Center (Marion VAMC) propose to transfer approximately 16.8 acres to the National Cemetery Administration (NCA) for expansion of the Marion National Cemetery and demolish thirteen buildings at the Marion VAMC facility pursuant to the fact that there is no practical need or use for these buildings that would allow for re-purposing or leasing; and

**WHEREAS**, the undertaking consists of the demolition of existing buildings nos. 12, 35, 36, 37, 38, 50, 75, 94, 95, 96, 118, 149, and 183 and the transfer of approximately 16.8 acres to the NCA at the Marion VAMC in Center Township, Grant County, Indiana; and

**WHEREAS**, the Marion VAMC in consultation with the Indiana State Historic Preservation Officer (IN-SHPO), has defined this project's 'area of potential effects' (as the term is used in the Code of Federal Regulations 36 CFR § 800.16(d)) to be the Marion VAMC facility; and

**WHEREAS**, the Marion VAMC facility is listed on the National Register of Historic Places as the "Marion Branch, National Home for Disabled Volunteer Soldiers" and buildings 12, 35, 36, 37, 38, 50, and 75 are contributing resources within the district; and

**WHEREAS**, the Marion VAMC, in consultation with the IN-SHPO, has found that the Marion VAMC facility is within the area of potential effects; and

**WHEREAS**, no other sites of historic or archaeological significance and no human remains are expected to be encountered as a result of this undertaking since ground disturbance is anticipated only in areas of construction of a recent and non-historical nature; and

**WHEREAS**, the Marion VAMC, in consultation with the IN-SHPO, has determined pursuant to 36 CFR § 800.5, that the project will have an adverse effect on the Marion VAMC; and

**WHEREAS**, the Marion VAMC has consulted with the IN-SHPO in accordance with Section 106 of the National Historic Preservation Act (54 US Code 306108) and its implementing regulations (36 CFR § 800) to resolve the adverse effect on the Marion VAMC, and the individual contributing resources; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), the Marion VAMC has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

**WHEREAS**, the public was given an opportunity to comment on the undertaking in a notice published in print on August 22 through August 28, 2017, in the Chronicle Tribune of Grant County; and

**WHEREAS**, Marion VAMC notified and invited the following organizations to comment on the undertaking: Grant County Historian (who agreed to participate) and Grant County Historical Society (who did not respond to the invitation); and

**WHEREAS**, Marion VAMC has consulted with Indiana Landmarks regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a concurring party; and

**NOW, THEREFORE**, the Marion VAMC, the IN-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 historic properties.

#### **STIPULATIONS**

The Marion VAMC shall ensure the following stipulations are implemented upon execution of this MOA:

##### **I. RECORDATION / DOCUMENTATION:**

A. Prior to implementing any action that may affect the historic property, the Marion VAMC shall have a professional (qualified per 36 CFR § 61) record the structures to be moved or demolished so that there is a permanent record of their existence. The recordation package shall follow the Indiana Division of Historic Preservation & Archaeology (DHPA) Minimum Architectural Documentation Standards (attached) and a draft copy shall be submitted to the IN-SHPO for review. The IN-SHPO shall have 30 days to respond to the draft documentation, approving or requesting revisions or additional information. Marion VAMC shall provide documentation to IN-SHPO for their review and acceptance prior to the demolition or relocation of the historic property.

B. The Marion VAMC shall submit one original, final approved copy of the documentation package to Grant County Historical Society for public access.

C. The Marion VAMC shall submit one original, final approved copy of the documentation package to the IN-SHPO for deposit in the Archives of Indiana.

D. The Marion VAMC shall submit one original, final approved copy of the documentation package to the VA Federal Preservation Office for its files.

##### **II. OFFERING BUILDINGS FOR RELOCATION OR SALVAGE:**

A. The Marion VAMC shall seek upon execution of this MOA—for a period of one month—interested parties willing to acquire and relocate buildings 36 and/or 38. A stipulation of this relocation is that it occur within six-months following agreement to relocate the building(s). Additional criteria of a relocation process include the following:

1. Applicants will be sought via public notice, third-party website, or similar outlets.
  2. The Marion VAMC shall ensure that any prospective applicant meets specific capability requirements and appropriate financial resources ensuring their ability to move and maintain the structural integrity of the selected building.
  3. The VA will remove all asbestos containing material if a move is approved.
  4. The VA will attempt to procure funds to help offset the cost of the moving of Buildings 36 and/or Building 38 in the amount of savings incurred by not demolishing the buildings. This amount will be determined by a bid deduct for the demolition of said buildings.
  5. The Marion VAMC shall notify and seek comment from the IN-SHPO if an applicant is selected.
  6. If a move is successfully completed, the Marion VAMC shall notify consulting parties of the successful relocation.
- B. If no qualified applicants are found for these buildings within the specified one month timeframe, the Marion VAMC may proceed by:
1. Offering a separate architectural salvage agreement with liability waiver for buildings 35, 36, 37, and 38 for a period of 90 days to designated non-profit organization or organizations (within contracting law).
  2. Starting demolition implementation plans of these buildings after expiration of the specified salvage period, or if no relocation or salvage agreements had been reached.

### **III. REEVALUATION OF HISTORIC DISTRICT:**

- A. Once all funded rounds of demolition are complete, the Marion VAMC will engage with a professional (qualified per 36 CFR § 61) to evaluate remaining resources and to discuss revisions to the district boundary with the Survey and Register staff of the IN-SHPO.
1. If necessary revisions are found by both parties, Marion VAMC will draft a National Register of Historic Places 'Boundary Adjustment' document and request review and signature by IN-SHPO following the notification process outlined in 36 CFR § 60.
- B. Following IN-SHPO concurrence or comment, the Marion VAMC may submit the Boundary Adjustment document to the NPS – National Register of Historic Places office.

### **IV. DURATION:**

- A. This MOA will expire if its terms are not carried out within ten (10) years from the date of its execution or if the undertaking and its stipulations are completed. Prior to such time, the Marion VAMC may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

### **V. MONITORING AND REPORTING:**

- A. Each year following the execution of this MOA (until it expires or is terminated), the Marion VAMC shall provide the IN-SHPO, Indiana Landmarks, and the ACHP with a summary report

detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Marion VAMC's efforts to carry out the terms of this MOA.

- B. In the event that any unanticipated effects on historic properties are discovered during the implementation of this MOA, the Marion VAMC shall follow the procedure specified in 36 CFR § 800.13 (Post Review Discoveries) and notify the IN-SHPO of such effects within two (2) business days. IN-SHPO would advise if any subsequent archaeological investigations would be conducted according to 312 IAC 21/22 (Indiana Administrative Code) and the current Guidebook for Indiana Historic Sites and Structures Inventory—Archaeological Sites.

#### **VI. DISPUTE RESOLUTION:**

- A. Should any signatory to this MOA object at any time to the manner in which the terms of this MOA are implemented, the Marion VAMC shall consult with such party to resolve the objection. If the Marion VAMC determines that such objection cannot be resolved, the Marion VAMC will:
  - 1. Forward all documentation relevant to the dispute, including the Marion VAMC's proposed resolution, to the ACHP. The ACHP shall provide the Marion VAMC 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, the Marion VAMC shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, and signatories, and provide them with a copy of this written response. The Marion VAMC 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, the Marion VAMC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Marion VAMC shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA, and provide them and the ACHP with a copy of such written response.
  - 3. Marion 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.

#### **VII. AMENDMENTS:**

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

#### **VIII. TERMINATION:**

- A. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII stated above. If within thirty (30) days (or another time period agreed to

by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

- B. Once the MOA is terminated, and prior to work continuing on the undertaking, the Marion VAMC must either (a) execute an MOA 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. The Marion VAMC shall notify the signatories as to the course of action it pursues.

**IX. ANTI-DEFICIENCY CLAUSE**

- A. This agreement is subject to the Anti-Deficiency Act (31 US Code § 1341). The Marion VAMC's (under the VA Northern Indiana Health Care System) responsibilities under this agreement are contingent upon the availability of appropriated funds from which payment, if any, can be made. Should funds not be available to allow the Marion VAMC to meet its responsibilities, it will defer its final decision(s) on implementing the undertaking until it has re-initiated consultation and complied with 36 CFR §§ 800.4 through 800.7 as applicable.

Execution of this MOA by the Marion VAMC, the IN-SHPO, and the ACHP and implementation of its terms evidence that the Marion VAMC has considered the effects of this undertaking on historic properties and has afforded the ACHP an opportunity to comment.

**SIGNATORIES:**

DEPARTMENT OF VETERANS AFFAIRS, MARION VA MEDICAL CENTER

Signed BY:

Michael E. Hershman

DATE:

1-22-18

Name and Title: Michael E. Hershman, Director

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed BY:

Mitchell K. Zoll

DATE:

2-7-18

Name and Title: Mitchell K. Zoll, Deputy State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

Signed BY:

John M. Fowler

DATE:

2/20/18

Name and Title: John M. Fowler, Executive Director

**CONCURRING PARTIES:**

INDIANA LANDMARKS

Signed BY:

Paul Hayden

DATE:

1-19-18

Name and Title: Paul Hayden, Director, Northeast Field Office