

Memorandum of Agreement among the U.S. Department of Veterans Affairs,
Advisory Council on Historic Preservation and Wyoming State Historic Preservation Officer
Regarding the Deconstruction of Building 13 and Demolition of Buildings 30, 34, 36, 39 and 83
at Sheridan Medical Campus, Sheridan, WY

WHEREAS, U.S. Department of Veterans Affairs, Sheridan Medical Campus, WY (VA Sheridan) has planned and approved the deconstruction of Building 13, and the demolition of Buildings 30, 34, 36, 39 and 83 as part of its management of the medical facilities;

WHEREAS, VA Sheridan has defined the undertakings' Area of Potential Effect (APE) as the entire VA Sheridan campus, listed on the National Register of Historic Places in 1981 as Fort Mackenzie (48SH124); and

WHEREAS, VA Sheridan has determined these undertakings will result in an adverse effect to the historic district; and

WHEREAS, having held public hearings for possible alternatives for Building 13, actively solicited an Enhanced Use Lease (EUL) by the U.S. Department of Veterans Affairs Office of Enterprise Management in 2010, VA Sheridan has exhausted all options and budget for reuse by VA and any potential lessees; and

WHEREAS, VA Sheridan has consulted with the Wyoming State Historic Preservation Officer (WYSHPO) and the Advisory Council on Historic Preservation (ACHP), has invited them to participate in the development of this Memorandum of Agreement (MOA) pursuant to 36 C.F.R. Part 800, and has invited them to execute this MOA as signatory parties; and

WHEREAS, the Eastern Shoshone, Northern Arapaho, Northern Cheyenne, Cheyenne River Sioux, Oglala Sioux, Rosebud Sioux, and the Crow Tribes were invited to participate in consultation and no tribes chose to participate; and

WHEREAS, Sheridan County Historic Preservation Commission was invited to participate in consultation and chose not to participate; and

NOW, THEREFORE, VA SHERIDAN, ACHP and WYSHPO agree the undertakings will be implemented in accordance with the following stipulations to take into account the effects of the undertakings on the historic properties in the VA Sheridan Campus.

STIPULATIONS

VA Sheridan will ensure that the following stipulations are implemented:

- I. Deconstruction of Building 13
 - A. Protection of Existing Historic Buildings and Landscape During Deconstruction

MOA Among VA, ACHP, and WY SHPO regarding the Deconstruction of Building 13 and Demolition of Buildings 30, 34, 35, 39 and 83 at the Sheridan Medical Campus, Sheridan WY.

1. Construction fencing will be placed between existing Buildings 12 and 14 and around root systems of trees to prevent inadvertent damage to remaining historic buildings and landscape prior to commencement of deconstruction activities.
2. Parking for contractors' vehicles and equipment will be specified to minimize any temporary effects that may result from deconstruction work on existing historic buildings and landscape.

B. Salvage and Storage of Materials to be Reused

1. VA Sheridan will include specific instructions in the deconstruction contract for salvage of any reusable materials of the original building including bricks and limestone foundation blocks.
2. Bathroom fixtures that are not damaged and suitable for retention may be used to repair fixtures in other historic housing. They will be stored on-site for reuse.
3. All salvaged materials will be stored in a manner that will prevent damage until reuse.

C. HABS Level III photographs were taken by WYSHPO staff. VA Sheridan provided WYSHPO with a reproduction of the original drawing for construction. A complete description of the building is included in the National Register of Historic Places form. All three products are archived with VA Sheridan and WYSHPO.

II. Demolition of Buildings 30, 39, 83, 34 and 36

- A. Buildings 30, 39 and 83 are contributing structures without any contemporary functional use; formerly a root cellar, a hay shed and a guinea pig house respectively. No material will be salvaged and all material will be removed from the historic district.
- B. Building 34 is wood frame with a metal galvanized roof. No material will be salvaged and all materials will be removed from the historic district.
- C. Building 36 is brick with a slate roof and currently used as a training area. If another use is found it may be retained. If there is no longer use of the building, it may be demolished. The slate and brick in good condition may be salvaged to use in repairing other historic buildings of the same materials.

III. Flag Pole Interpretation and Improvements

- A. The flagpole is a contributing feature to the historic district. As part of the mitigation for deconstruction of Building 13, VA Sheridan will implement improvements to the historic flagpole area. VA Sheridan will develop interpretive signage explaining some of the history of the Fort and Veterans Hospital. Interpretive signage will be made of salvaged limestone blocks and bricks from Building 13.
- B. VA Sheridan will provide the drawings and proposal for flagpole area improvements and wording of signage to the WYSHPO for a 30-day review and comment period prior to final design and implementation. VA Sheridan will complete these improvements within 36 months of execution of this MOA.

IV. Dispute Resolution

- A. If any signatory objects in writing with regard to the implementation of stipulations in this MOA, VA Sheridan will consult with the objecting party (ies) within 30 calendar days of receipt of the objection. VA Sheridan will attempt to resolve the objection through consultation with the objecting party (ies).
- B. If resolution is obtained, VA will notify all signatories, and absent any additional objections, implement this MOA in accordance with the terms of the resolution.
- C. If VA Sheridan determines the objection cannot be resolved, VA Sheridan will forward all documentation relevant to the objection to the ACHP and request the ACHP's assistance in accordance with 36 C.F.R. §800.2(b)(2).
- D. The ACHP will provide VA Sheridan with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to implementing a final decision, VA Sheridan will prepare a written response that takes into account any advice from the ACHP, signatories and concurring parties (if any), and provide them with a copy of the written response. VA Sheridan will proceed according to its final decision regarding the objection.
- E. If ACHP does not provide its advice within the 30-day time period, VA Sheridan may make a final decision on the dispute and proceed accordingly. VA Sheridan will prepare a written response that takes into account any comments provided within the 30-day time period by signatories and concurring parties (if any), and provide them and ACHP with a written copy of the final decision.

V. Amendments

- A. If any of the signatories to this MOA believes an amendment is necessary, that party will inform other signatories in writing and state the reason for the proposed amendment. VA Sheridan will consult with all signatories to determine if the need and nature of the amendment and if it is warranted. The amendment shall be executed in the same format and manner as the original MOA.
- B. If an amendment cannot be agreed upon, the dispute resolution process in Stipulation IV. will be followed.

VI. Termination

- A. If VA Sheridan cannot implement the terms of this MOA, or the ACHP or WYSHPO determines the MOA is not being properly implemented, any of the signatories may propose that the MOA be terminated. The signatory proposing termination will notify in writing all other signatories 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, VA Sheridan, ACHP or WYSHPO may terminate this MOA by notifying the other signatories.

- C. If the MOA is terminated, and prior to work continuing on the undertakings, VA Sheridan will either consult in accordance with 36 C.F.R. §800.6 to develop and execute a new MOA or request the comments of the ACHP pursuant to 36 C.F.R. §800.7. VA Sheridan will notify signatories as to the course of action it will pursue.

VII. Duration

This MOA will expire if its terms are not implemented within ten years from the date of its execution. The effective date of this MOA is the date of the last signatory's signature affixed to this MOA. Prior to expiration of this MOA, if VA Sheridan determines it is necessary to reconsider the stipulations, it may be amended in consultation with the other signatories and in accordance with Stipulation V.

VIII. Anti-Deficiency Act

Pursuant to the terms of the Anti-Deficiency Act, 31 U.S.C. 1341 et seq, VA Sheridan's fulfillment of the terms of this MOA is subject to applicable laws and regulations and the availability of funds. If VA Sheridan finds it lacks the funds necessary to fulfill any stipulation of this MOA, VA Sheridan shall notify the other signatories and consult with them to determine how to address the deficiency, subject to the dispute resolution and amendments Stipulations IV and V, respectively.

IX. General Provisions

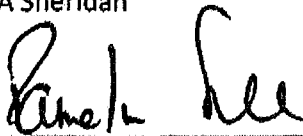
- A. **Entirety of Agreement:** This MOA, consisting of five pages, represents the entire agreement among the signatories and supersedes all prior agreements regarding the specific undertakings listed in this MOA regarding compliance with Section 106 of the National Historic Preservation Act.
- B. **Prior Approval:** This MOA shall not be binding on any party unless this MOA has been reduced to writing before performance begins as described under the terms of this MOA, and unless the MOA is approved as to form by the Wyoming State Attorney General or his/her representative.
- C. **Severability:** Should any part of this MOA be judicially determined to be illegal or unenforceable, the remainder of this MOA shall continue in full force and effect, and any signatory may renegotiate the terms affected by the severance.
- D. **Sovereign Immunity:** The State of Wyoming, the WYSHPO and the Tribes do not waive their sovereign or governmental immunity by entering into this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.
- E. **Indemnification:** Each signatory to this MOA shall assume the risk of any liability arising from its own conduct. Each signatory agrees they are not obligated to insure, defend, or indemnify the other signatories to this MOA.

Execution of this MOA by VA Sheridan, ACHP and WYSHPO, and implementation of its terms, evidence that VA Sheridan has taken into account the effects of the undertakings on historic properties and afforded the ACHP an opportunity to comment.

Wyoming State Attorney General's Office Addition: In witness whereof, the parties to this MOA through their duly authorized representative have executed this MOA on the dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOA as set forth herein.

Signatories:

VA Sheridan



8/31/2017

Pamela S. Crowell, Director, VA Sheridan, U.S. Department of Veterans Affairs

Date

Advisory Council on Historic Preservation

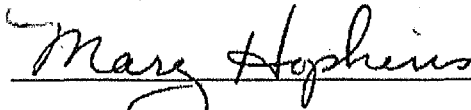


9/14/17

John Fowler, Executive Director

Date

Wyoming State Historic Preservation Officer



9/11/17

Mary Hopkins, WY SHPO

Date

Approval as to Form: Wyoming Attorney General's Office

 #170941

8/28/17

Tyler M. Renner, Assistant Attorney General

Date