

MEMORANDUM OF UNDERSTANDING

Between

United States Department of Veterans Affairs

And

The Crown Hill Cemetery

I. PURPOSE:

This Memorandum of Understanding ("MOU") is entered into between the U.S. Department of Veterans Affairs, National Cemetery Administration ("NCA"), 810 Vermont Avenue, NW, Washington, DC 20420, and The Crown Hill Cemetery, Inc.(CHC) 700 West 38th Street Indianapolis, Marion County, Indiana 46208, collectively referred to as the "Parties" or severally, a "Party". CHC has stated its intention to exchange approximately 15 acres of land with NCA at the Crown Hill Cemetery. This MOU sets forth a framework of intent and cooperation in which both entities will work to affect the exchange.

II. BACKGROUND:

The Department of Veterans Affairs (the "Department" or "VA")'s mission is to fulfill President Lincoln's promise, "[t]o care for him who shall have borne the battle and for his widow, and his orphan" by serving and honoring the men and women who are America's Veterans in accordance with Federal law. NCA honors the military service of our Nation's Veterans by providing dignified burial and lasting memorials for Veterans and their eligible family members. NCA maintains 135 National Cemeteries as national shrines, sacred to the honor and memory of interred or memorialized in the National Cemeteries.

CHC is a 501(c)(13) not-for-profit corporation. CHC's exclusive organizational mission is perpetual operation of its real property as cemetery property. CHC acquired its entire 550 acres (including the VA Parcel and the Exchange Parcel), and has held and operated same, exclusively for cemetery use. The exchange contemplated in this MOU is strictly in keeping with such mission.

NCA has a legacy of serving Veterans at Crown Hill National Cemetery, the final resting place of over 2,000 Veterans dating from 1866. Currently, Indianapolis Veterans and their families must travel to Marion National Cemetery, about 60 miles north of Indianapolis in order to use their VA burial benefits. To remedy this, in September 2015, NCA acquired a 14.75 acre wooded site (the "VA Parcel") from Crown Hill Cemetery, Inc., as shown on Exhibit A attached hereto and made a part hereof, that builds on NCA's legacy of serving Veterans locally. Recently, CHC identified a parcel of land, which is being offered in exchange for the VA Parcel

(the "Exchange Parcel"). The Exchange Parcel is located adjacent to the VA Parcel and is generally described within Exhibit B, attached hereto and made a part hereof.

NCA and CHC are entering into this MOU to further their shared goal to exchange parcels. The MOU provides a structure to explore whether an exchange of the VA Parcel for the Exchange Parcel is feasible based on all necessary due diligence.

III. RESPONSIBILITIES:

A. VA will:

1. Work with CHC in good faith to explore the conceptual feasibility of exchanging the VA Parcel for the Exchange Parcel.
2. Coordinate all public messaging with CHC.
3. Draft the necessary documents in order to enable the Parties to exchange these parcels, if determined feasible and in the best interest of both Parties following all necessary due diligence. These documents include, but are not limited to: this MOU, an access agreement, and an exchange agreement.
4. Obtain all legally required clearances, approvals, and requirements in order to obtain the authority to exchange parcels with CHC.
5. As a Federal executive agency, VA is required to comply with applicable Federal laws and regulations to include but not limited to: the Comprehensive Environmental Response, Compensation & Liability Act of 1980 ("CERCLA"), the National Environmental Policy Act ("NEPA"), and the National Historic Preservation ACT ("NHPA").
6. Perform via its agents, employees and contractors, at Government's sole cost and expense, such due diligence investigations and inspections of the Exchange Parcel, and all matters relating thereto and each aspect thereof that Government determines necessary or appropriate including, but not limited to the requirements enumerated in III.A.5, above ("Due Diligence Activities").
7. Obtain the legal description and survey of the Exchange Parcel.
8. Grant CHC access to the VA Parcel.
9. Cooperate and work in good faith with CHC to inform, and address any concerns raised by, neighborhood organizations or other third parties with respect to the use of the Exchange Parcel as a VA National Cemetery.

B. CHC will:

1. Work with VA in good faith to explore the possibility of exchanging the Exchange Parcel for the VA Parcel.
2. Grant VA its agents, employees and contractors access to the Exchange Parcel in order for VA to perform its Due Diligence Activities.
3. Obtain any necessary internal corporate or other clearances to obtain the authority to exchange parcels with VA in order to effectuate the exchange of the VA parcel and the Exchange Parcel, if determined feasible and in the best interest of both Parties.

4. Perform any necessary Due Diligence Activities on the VA Parcel, in CHC's sole opinion, which are necessary for the exchange of parcels.
5. Coordinate all public messaging with VA.
6. Cooperate and work in good faith with VA to inform, and address any concerns raised by, neighborhood organizations or other third parties with respect to the use of the Exchange Parcel as a VA National Cemetery.

IV. OBJECTIVES:

The Department and CHC have a shared goal to exchange approximately 15 acres of land at the Crown Hill Cemetery for use as a VA National Cemetery designed, built and operated in accordance with the high standards of NCA (including, without limitation, appropriate landscape screening, appropriate perimeter fencing, and the like, as determined by VA). It will be mutually beneficial as the Parties work together through a set of objectives to achieve this goal. This MOU sets forth a framework of intent and cooperation between the Parties to achieve the following objectives:

- A. Finalize the parcels to be exchanged.
- B. Conduct necessary Due Diligence.
- C. Obtain any necessary Governmental or Corporate clearances to effectuate the exchange.

V. POINTS OF CONTACT:

DEPARTMENT OF VETERANS AFFAIRS
Paul L. Rau
Office of Real Property
Department of Veterans Affairs
425 I Street NW
Washington, DC 20001
202-632-5693

CHC
Keith Norwalk
President
Crown Hill Cemetery
700 West 38th Street Indianapolis,
Marion County, Indiana 46208
317-452-7810
KNorwalk@crownhill.org

VI. LIMITATIONS:

- A. For the purposes of this MOU, a partnership is a voluntary, collaborative, working relationship between VA and CHC. The term partnership does not imply that VA and CHC are jointly liable for either Party's obligations. Neither Party is responsible for debts, contractual obligations, or conduct, tortious or otherwise, of the other Party.
- B. VA is liable for the acts or omissions of its employees acting within the scope of employment and VA's liability, if any, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

- C. CHC is liable for the acts or omissions of its employees, volunteers, or other persons or entities functioning under this MOU.
- D. CHC will not use this MOU to sell or promote any products or services.
- E. CHC will not use the name of the Department or any of its components, except in factual publicity and with prior approval of VA. Factual publicity includes announcements of dates, times, locations, and purposes covered by this MOU. Such factual publicity shall not imply that the involvement of VA serves as an endorsement of the general policies, activities, or products of CHC. Where the publicity references the Department, publicity will be accompanied by a disclaimer to the effect that no VA endorsement is intended. CHC may use VA's logo, seals, flags, and other symbols only pursuant to a written determination by VA that the proposed use by CHC advances the aims, purposes and mission of the Department. VA approval is not guaranteed.
- F. VA will not use, and has obtained no ownership interests in CHC or other CHC names, logos, and/or trademarks (the "Marks"). VA will obtain CHC's prior written approval to use the Marks.
- G. This MOU does not represent any endorsement by VA of the general policies, activities, or products of CHC.
- H. Any public announcements made or media communications by either Party concerning this MOU the services or supports providing within, or any resulting outcomes, will be subject to prior approval of the other Party. The initial public announcement regarding this MOU will be made jointly by the VA and CHC. After the initial public announcement and media communications about this MOU, either party may engage in unilateral media communications as needed.
- I. Each Party shall bear its own costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Nor can one Party commit the other to any cost, expense, or obligation without the prior written consent of that Party. Should this MOU lead to a formal contractual-type of agreement, the Parties will negotiate and memorialize such General Terms & Conditions in a formal document, including, but not limited to, a period of performance, funding issues, and liability matters. Neither Party may commit the other to any transfer of funds under this MOU absent a formally negotiated agreement.
- J. This MOU may not be assigned or otherwise transferred by any Party, in whole or in part, without the expressed prior written consent of the other Party, which shall not be unreasonably withheld.
- K. This MOU and the activities contemplated herein shall at all times be subject to applicable Federal, State, and local law, codes and regulations.


VII. DURATION, AMENDMENT, REVIEW, AND TERMINATION:

This MOU is effective when signed by both Parties and will remain in effect until superseded by an Offer to Exchange executed by the Parties. This MOU may only be terminated in writing with 30 days' notice sent from the authorized representative of the terminating Party to the authorized representative of the other Party, as noted in Clause V. In no case will any oral termination be effective nor will any termination attempted outside these stated requirements. Amendments must be bilaterally executed in writing, signed by authorized representatives of both entities. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this MOU may be done unilaterally.

VIII. SIGNATURES:

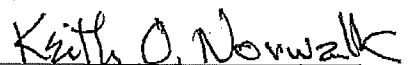
Department of Veterans Affairs

CHC

By: 

Under Secretary for Memorial Affairs
Department of Veterans Affairs

Date: 5/5/17

By: 
Name KEITH O. NORWALK
CHC PRESIDENT

Date: 5/3/2017

EXHIBIT A:

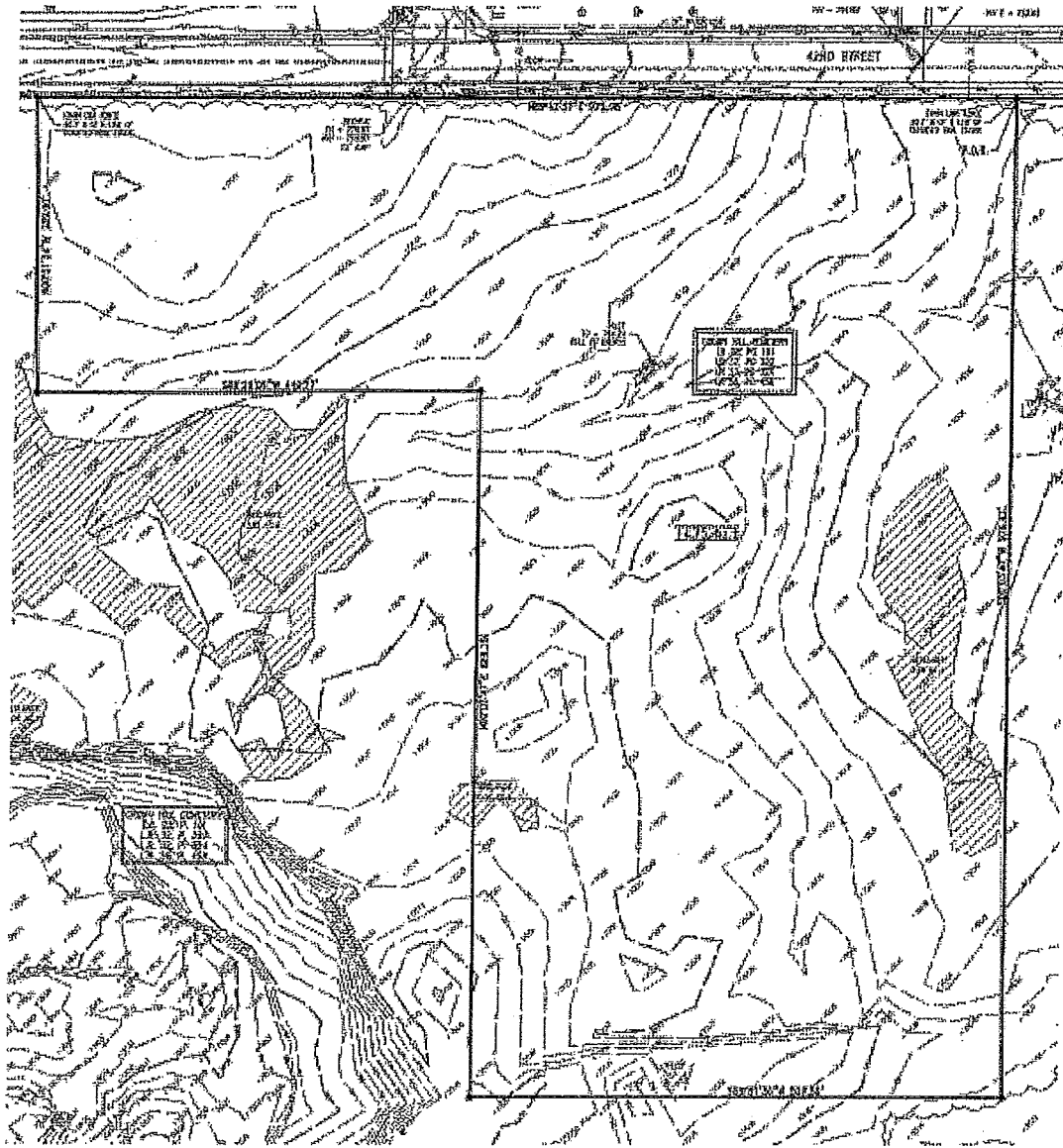


EXHIBIT B:

EXHIBIT B:

