

**MEMORANDUM OF AGREEMENT
BETWEEN VANCE AIR FORCE BASE
AND THE
OKLAHOMA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE REPLACEMENT OF HANGAR DOORS ON BUILDING 170,
VANCE AIR FORCE BASE**

WHEREAS, Vance Air Force Base (Vance) plans to carry out the replacement of the hangar doors on building 170, Vance Air Force Base (undertaking), pursuant to the 36 C.F.R. part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, the undertaking consists of the replacement of the hangar doors on building 170 to accommodate the current use of the building; and

WHEREAS, Vance has defined the undertaking's area of potential effect (APE) as building 170 and the site on which it is located; and

WHEREAS, Vance has determined that the undertaking may have an adverse effect on building 170, which is eligible for listing in the National Register of Historic Places, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1) Vance has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, Vance and the SHPO 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

Vance shall ensure that the following measures are carried out:

I. DOCUMENTATION

Vance shall prepare and submit to the SHPO, prior to commencement of project work, (a) a 500-word narrative about the history of building 170 printed on plain white paper in an easy-to-read font size and style using a double line space format and (b) high quality digital image photographs clearly documenting all four exterior elevations of the building, details of the hangar doors and any special operating mechanisms for them, and interior views of the building taken in a way to give full coverage of the space. The

printed photographs shall be at least 5X7 inches in size and labeled in accordance with the instructions found in the SHPO's *Review and Compliance Manual*. A CD-Rom corresponding to the prints shall also be provided to the SHPO. Before producing the prints, Vance shall provide to the SHPO contact sheets showing all views taken so the SHPO can select the views that should be printed. Within 30 days of receipt of the narrative and prints, the SHPO shall provide written notice to Vance of its acceptance of the documentation or comments about the need for any revisions to the documentation.

II. DURATION

This MOA will be null and void if its terms are not carried out within 5 years of the date of its execution. Prior to such time, Vance may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation V. below.

III. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, Vance shall provide the SHPO 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 Vance's efforts to carry out the terms of this MOA.

IV. DISPUTE RESOLUTION

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

- A. Forward all documentation relevant to the dispute, including Vance's proposed resolution, to the ACHP. The ACHP shall provide Vance with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, Vance shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP or the SHPO and provide them with a copy of this written response. Vance will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the 30 day time period, Vance may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Vance shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO and provide the SHPO and the ACHP with a copy of such written response.
- C. Vance'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.

V. AMENDMENTS

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

VI. TERMINATION

If either signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment per Stipulation V. above. If within 30 days (or another time period agreed to by the signatories) an amendment cannot be reached, either signatory may terminate the MOA upon written notification to the other signatory.

Once the MOA is terminated and prior to work continuing on the undertaking, Vance must either (a) execute a 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. Vance shall notify the SHPO as to the course of action it will pursue.

Execution of this MOA by Vance and the SHPO and implementation of its terms evidence that Vance has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

Department of the Air Force
Air Education and Training Command
Vance Air Force Base



BRYAN J. BENSON
Colonel, USAF
Commander

Date 9 Dec 05

Oklahoma State Historic Preservation Office



Bob L. Blackburn
Oklahoma State Historic Preservation Officer

Date 1-20-06