

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES AIR FORCE
AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE RENOVATION OF BUILDING 1600 ON SCOTT AIR FORCE
BASE (SHPO LOG #01912091)**

WHEREAS, the United States Department of the Air Force (DAF) plans to renovate the Building 1600 facility located at 400 Scott Drive, Scott AFB, St. Clair County, Illinois (the Project); and

WHEREAS, the Project is entirely within the boundaries of Scott Air Force Base, which is operated by the DAF, thereby making the Project an undertaking that is subject to review under Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108, and its implementing regulations (36 CFR Part 800) (Act) (the Undertaking); and

WHEREAS, the DAF has defined the Undertaking's area of potential effect (APE) as the Building 1600 facility, and the land in its immediate vicinity, bounded by (but not including): to the north by W Birchard Street, to the east by southbound Scott Drive, to the south by W Martin Street, and to the west by Ward Drive; and

WHEREAS, DAF has already performed recordation of Building 1600 facility in conjunction with Scott Air Force Base's Public Affairs and the Air Mobility Command (AMC) Historian; and

WHEREAS, Building 2 is a building located on Scott AFB that is entirely unrelated to the Project, is outside of and non-adjacent to the APE of the Undertaking, is currently listed on the National Register of Historic Places, and is currently in need of routine maintenance and minor repairs; and

WHEREAS, DAF has agreed to perform the actions pertaining to Building 2 detailed in the Stipulations below as mitigation for the renovation of Building 1600, subject to available funding; and

WHEREAS, the DAF has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), with respect to the Undertaking, pursuant to the Act; and

WHEREAS, the Office currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, on March 2, 2022, the SHPO determined that Building 1600 is eligible for listing

on the National Register of Historic Places (NRHP) under 36 CFR § 60.4(a); and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on Building 1600; and

WHEREAS, on March 30, 2022, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the DAF invited the Advisory Council on Historic Preservation (ACHP) to consult on the adverse effect determination; and

WHEREAS, absent a timely election by ACHP to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii), the DAF and the SHPO are authorized by 36 CFR § 800.6(b) to agree to mitigate the adverse effects of the Undertaking via Memorandum of Agreement;

NOW, THEREFORE, the DAF and the SHPO agree that, absent such an election by ACHP under 36 CFR § 800.6(a)(1)(iii) to consult on the adverse effect determination, the Undertaking shall be implemented in accordance with the following stipulations, which will fully mitigate the adverse effects of the Undertaking, in complete satisfaction of the DAF's obligations under the Act with respect to the Undertaking.

STIPULATIONS

I. TO BE ARRANGED FOR MITIGATION

The DAF, acting by and through the 375 Air Mobility Wing, Civil Engineering Squadron, shall, in accordance with applicable DAF policies and procedures, plan, scope, program, and request the funding necessary to accomplish a comprehensive restoration and preservation project of Building 2, in a manner that is consistent with the requirements of the Act and DAF mission requirements (hereinafter the "Mitigation"), to include the production of a historical record that documents the Mitigation (the Record).

As set forth in the Appropriations Clause of the Constitution, Art. I, § 9, Cl. 7, and the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), execution of the Mitigation, in part or in total, is subject to the availability of appropriated funds to perform the Mitigation and create the Record.

The Record will use a combination of pictures, written records, audio recordings, and / or real-time or time-lapse videos, as determined by the DAF personnel or contractors responsible for creating the Record. The Record shall be developed in consultation with the Office. When the Office approves the Record in writing, the DAF and/or its contractors, shall convert the Record into a video that documents the Mitigation, for use as a teaching tool by the DAF and the Office to highlight the DAF's efforts toward historic preservation (the Video).

Upon completion of the Record and production of the Video, the DAF and the Office will make

the Record, and / or the Video available to the public via the DAF's and the Office's websites.

II. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied or it is amended or terminated and replaced. Prior to such time, the DAF may consult with the other signatory to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The DAF shall notify the signatory as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the DAF shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, the DAF understands and agrees that it must immediately stop work within the area of discovery and consult with the SHPO.

IV. MONITORING AND REPORTING

Each six (6) months following the execution of this Agreement until it is satisfied, expires or is terminated, the DAF 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 the DAF's efforts to carry out the terms of this Agreement.

This Agreement does not relieve the DAF of its obligations under the Act, with respect to the Mitigation.

V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, they shall consult with each other to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall:

A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the signatories and concurring parties and the DAF's proposed resolution, to the ACHP. The ACHP shall provide the DAF 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 DAF shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, the other signatory, and provide them with a copy of this written response. The DAF will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30)

day time period, the DAF may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the DAF shall prepare a written response that takes into account any timely comments regarding the dispute from the other signatory to the Agreement and provide them and the ACHP with a copy of such written response.

C. The DAF's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This Agreement 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 is signed by all of the signatories.

VII. TERMINATION

This Agreement will terminate automatically if, in response to the DAF notification to ACHP on March 30, 2022, and pursuant to 36 CFR § 800.6(a)(1)(iii), ACHP exercises its right to elect to participate in consultation on the Undertaking or the Mitigation set forth in this Agreement.

If any signatory to this Agreement determines that the Mitigation is impossible to carry out, that party shall immediately consult with the other signatory to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatory.

Once this Agreement is terminated, and prior to work continuing on the Mitigation, the DAF must either (a) execute a Memorandum of Agreement 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 DAF shall notify the other signatory as to the course of action it will pursue.

VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

IX. DISTRIBUTION OF AGREEMENT

In order to meet the requirements of Section 106. 36 CFR § 800.6(b)(1)(iv), upon the execution of this Agreement and prior to approving the Undertaking, the DAF must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

EXECUTION of this Agreement by the DAF and the SHPO and the implementation of its terms evidence that the DAF has afforded the ACHP an opportunity to comment on the effects of the

Undertaking in compliance with the Act.

X. RECITALS AS PART OF THE AGREEMENT

The recitals are a material part of the Agreement, and are incorporated into and made a part of the Agreement, with the same force and effect as if the recitals were repeated fully and at length.

[Signature Pages to follow]

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THE UNITED STATES DEPARTMENT OF THE AIR FORCE
AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE RENOVATION OF BUILDING 1600
AT SCOTT AIR FORCE BASE
(SHPO LOG #01912091)**

SIGNATORY

THE UNITED STATES DEPARTMENT OF THE AIR FORCE (DAF)

Signature:

Date:

Colonel Christopher M. Robinson
Wing Commander
Scott Air Force Base

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

Signature: *Carey L. Mayer*

Date: 06/09/2022

Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources