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MEMORANDUM OF AGREEMENT

AMONG

UNITED STATES AIR FORCE

AND

UNITED STATES DEPARTMENT OF VETERANS AFFAIRS

AND

THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

CONCERNING

MITIGATION OF IMPACTS TO HISTORIC STRUCTURES FROM

CLOSURE AND REUSE OF ONIZUKA AIR FORCE STATION,

SUNNYVALE CALIFORNIA

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JUN 20 2011
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December 2010

WHEREAS, the Air Force (AF) has determined that the Disposal and Reuse of Onizuka Air Force Station (AFS) (Undertaking) may have an adverse effect on Buildings 1001, 1002, 1003, 1004, 10031 and 10032, interconnected buildings that are contributing resources to the National Register of Historic Places-eligible US Air Force Satellite Test Center Historic District (District); and

WHEREAS, the AF has consulted with the California State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f); and

WHEREAS, the AF and the California SHPO agree that the Undertaking, transfer, and reuse of Onizuka AFS, will have an adverse effect on the District; and

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

WHEREAS, the AF has consulted with the Department of Veterans Affairs (VA) and the City of Sunnyvale Local Redevelopment Authority (LRA) regarding the effects of the Undertaking on the District, and the AF invited the VA to participate as a signatory of this Memorandum of Agreement (MOA) and the LRA to participate as a concurring party; and

WHEREAS, the AF has completed the Historic Building Inventory and Evaluation Onizuka Air Force Station, California, dated December 2004; and

WHEREAS, the AF has completed the Addendum to the 2004 Historic Building Inventory and Evaluation Report Onizuka Air Force Station, dated February 2010; and

WHEREAS, the AF has identified numerous historic artifacts at Onizuka AFS, including historic photographs; artifacts associated with satellite reconnaissance programs, such as the Corona Program, and other missions; artifacts related to Space Shuttle *Challenger* astronaut Ellison Onizuka; and these artifacts have been catalogued by the AF, and will be preserved and housed at the following locations:

- 21st Space Operations Squadron, Vandenberg AFB, CA
- 50th Space Wing Historian Office, Schriever AFB, CO
- Space and Missile Systems Center, Los Angeles AFB, CA
- Air Force Space Command Historian Office, Peterson AFB, CO
- Air Force Historical Research Agency, Maxwell AFB, AL
- National Museum of the U.S. Air Force, Wright-Patterson AFB, OH; and

NOW, THEREFORE, the AF, VA, and the California SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties.

STIPULATIONS

I. Historic American Building Survey (HABS) Level II-type Documentation Report.

The AF and the CA SHPO have agreed that HABS Level II-type documentation is the appropriate standard to record the District, including Buildings 1001, 1002, 1003, 1004, 10031, and 10032. The AF shall prepare HABS Level II-type documentation as follows:

1. An overview of the District will be prepared according to the HABS narrative format and will consist of the following components:
 - a. Historical Information
 - i. Physical Context: general description of the District and surrounding area.
 - ii. Historic Context: specific history of the District, including dates of planning and development; changes over time; individuals and events associated with the District; and the relationship of the District to the surrounding area and trends in U.S. history.
 - b. Physical Description
 - c. According to Original Plan
 - d. Changes Over Time
 - e. Present Appearance
 - f. Sources
 - g. Graphics, including maps and historic photos that document the District
 - h. Project information, including description and justification for action requiring mitigation

2. The AF shall document the six buildings in the District according to the HABS short format which will consist of the following components:
 - a. Location: street, city, county, state
 - b. Significance: brief description of the role that each building played in the District
 - c. Description: original and current physical characteristics of the structural and exterior building components
 - d. History: construction date; architect; builder; owner; uses; significant events; and significant changes over time
 - e. Sources
 - f. Graphics, including site plan and historic photographs
3. Photographs: The AF shall digitally photograph the District, including the interior and exterior of the six interconnected buildings, at a high resolution. The digital photographs will be printed on fiber-based archival paper in accordance with National Park Service (NPS) standards.
4. Drawings: The AF shall reproduce on Mylar in accordance with U.S. copyright laws building plans, including sections and elevations of the six buildings in the District.
5. Distribution:
 - a. The AF shall distribute the draft HABS Level II-type Documentation Report to signatory parties for review and comment. The AF shall print the final HABS Level II-type Documentation Report on archival paper, accompanied by high-resolution digital photographs printed on archival paper, and shall reproduce drawings on Mylar. The AF shall provide a portable document format (PDF) copy of the documentation on compact disc (CD) to the following:
 - i. Maxwell Air Force Base.
 - ii. CA SHPO.
 - b. The AF shall provide copies of the report, accompanied by a PDF copy on a CD, to the following:
 - i. City of Sunnyvale, Department of City Development (Historic Preservation)
 - ii. City of Sunnyvale, Public Library
 - iii. Stanford University Library
 - iv. San Jose State University Library
 - v. Air Force Real Property Agency
 - vi. Air Force Center for Engineering and the Environment
 - vii. U.S. Department of Veterans Affairs
 - viii. Onizuka AFS
 - ix. Air Force Space Command

II. INTERPRETIVE DISPLAY

1. Description
 - a. The VA shall prepare an interpretive display documenting the story of the District with emphasis on the Corona Program. The display will be housed in the Department of Veterans Affairs, Building 1002, in Sunnyvale, CA.
 - b. The interpretive display will consist of a timeline of the history of the District and will include reproductions of historic black and white photographs, and a brief synopsis of the District's history from 1959 through the conclusion of the Cold War in 1991.
 - c. The interpretive display will include information included in the HABS-type Documentation Report, such as:
 - i. Location map showing the District.
 - ii. Historic photographs of the six interconnected buildings.
 - iii. Brief description of the District's History
2. The AF shall provide the VA the following information gathered during the HABS Level II-type Documentation Report:
 - a. Current photographs of Onizuka AFS
 - b. Historic photographs of Onizuka AFS
 - c. Select original building plans
 - d. PDF copy of the Final HABS Level II-type Documentation Report
3. The VA shall provide the CA SHPO with the plans for the interpretive display six months into their design process.

III. LESSON PLAN

1. Content: An overview of the District will be prepared according to the HABS narrative format and the AF shall prepare a lesson plan which will include a brief overview of Section 106 of the National Historic Preservation Act (NPHA) and why the U.S. Air Force Satellite Test Center Historic District is significant. The lesson plan will focus on the role that Onizuka AFS played in satellite reconnaissance programs during the Cold War, with emphasis on the Corona Program.
2. Lesson plan will be prepared at a 10th or 11th grade level, as per the History-Science Content Standards for California Public Schools – Kindergarten Through Grade Twelve, which indicate the Cold War-related events are taught at this level.

3. The lesson plan will be prepared utilizing guidance developed by the National Park Service (NPS) through its "Teaching with Historic Places" program. The lesson plan will contain the following elements:
 - a. Lesson objective and review
 - b. Brief historic context of Onizuka AFS
 - c. Onizuka AFS location and installation maps
 - d. Up to three (3) brief reading assignments with questions
 - e. Historic and current photographs of Onizuka with questions
 - f. Up to three (3) student activities and tests
 - g. Supplementary information
 - h. Answers for teachers
4. Distribution: The AF shall provide copies of the report, accompanied by a PDF copy on a CD, to the following:
 - a. City of Sunnyvale, Department of City Development (Historic Preservation) for coordination with the local Board of Education to incorporate into the curriculum
 - b. National Park Service

IV. DURATION

This agreement shall be valid for 36 months following execution. This agreement shall be null and void if its terms are not carried out within 36 months from the date of its execution. During such time, the AF may consult with the other signatories to reconsider the terms of the agreement and amend in accordance with Stipulation IX.

V. POST-REVIEW DISCOVERIES

1. In the event that archaeological resources are encountered before the transfer of property from Air Force to non-Air Force ownership, the contractor would suspend work in the immediate area, notify Security Forces to protect the site in place, and report the discovery to the Installation Commander. The Installation Commander or his/her designee shall notify the California SHPO to determine if additional investigation is required. In the event further investigation is required, any data recovery would be performed in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37), and take into account the Council's publication, Treatment of Archaeological Properties.
2. In the event that archaeological resources are encountered before the transfer of property from Air Force to non-Air Force ownership, the contractor would suspend work in the immediate area, notify Security Forces to protect the site in place, and report the discovery to the Installation Commander. The Installation Commander or his/her designee shall notify the California SHPO to determine if additional

investigation is required. In the event further investigation is required, any data recovery would be performed in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37), and take into account the Council's publication, Treatment of Archaeological Properties.

3. Subsequent actions would follow guidance provided in 36 CFR Part 800.11 and/or the Native American Graves Protection and Repatriation Act (NAGPRA). In the unlikely event that human remains are found during ground-disturbing activities, work would cease in the immediate vicinity of the discovery, and the Installation Commander shall be notified. The Installation Commander or his/her designee shall contact appropriate law enforcement and medical personnel and shall assess whether the remains are of Native American heritage, in consultation with the California SHPO and Native American tribes, as necessary. If the remains are determined to be Native American, the Installation Commander or his/her designee shall initiate consultation with Native American communities and other regulatory agencies, as appropriate, to arrange for the repatriation of the remains and any associated funerary items by groups with cultural or religious affinity claims to them. After the transfer of the property, and in the event that unanticipated archaeological resources are encountered during reuse of the property, future landowners shall follow the same guidelines outlined above: suspend work, protect in place, and contact the California SHPO for guidance.

VI. MONITORING AND REPORTING

Annually, following the execution of this agreement, the AF shall provide all parties to this agreement a summary report detailing work undertaken pursuant to its terms. Such reports shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the AF efforts to carry out the terms of this agreement.

VII. DISPUTE RESOLUTION

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the AF shall consult with the objecting party (ies) to resolve the objection. If the AF determines, within 90 days, that such objection(s) cannot be resolved, the AF shall:

1. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b) (2). Upon receipt of adequate documentation, the Council shall review and advise the AF on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the MOA, will be taken into account by the AF in reaching a final decision regarding the dispute.
2. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, the AF may render a decision regarding the dispute. In reaching its decision, the AF will take into account all comments from the parties regarding a dispute to the MOA.

3. The AF's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged. The AF will notify all parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. The AF's decision shall be considered final.

VIII. ANTI-DEFICIENCY ACT.

All requirements set forth in this MOA requiring expenditure of AF funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. §1341). No obligation undertaken by the AF under the terms of this MOA shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose. If the AF cannot perform any obligation set forth in this MOA because of unavailability of funds, the signatories will consult to amend this agreement as needed.

IX. AMENDMENTS AND NONCOMPLIANCE

If any signatory to this MOA, including any invited signatory, determines that its terms shall not or cannot be carried out, or that the amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR Sections 800.6(c)(7) and 800.6(c)(8). The amendment shall be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation X.

X. TERMINATION

If the MOA is not amended following the consultation set out in Stipulation IX, it may be terminated by any signatory or invited signatory with 30 days' notice. Within 60 days following termination, the AF shall notify the signatories if it shall reinitiate consultation under 36 CFR Section 800.6(a) or request the comments of the Council under 36 CFR Section 800.7(a) and proceed accordingly.

Execution of this MOA by the AF, VA, and California SHPO and the concurring party; the submission of documentation and filing of this MOA with the Council pursuant to 36 CFR Section 800.6(b)(1)(iv) prior to AF's approval of this undertaking; and implementation of its terms evidence that AF has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment, and that the AF has satisfied its responsibilities under Section 106 of the National Historic Preservation Act and applicable implementing regulations for all aspects of the undertaking.

SIGNATORY PARTIES TO THIS MEMORANDUM OF AGREEMENT

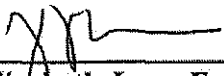
UNITED STATES DEPARTMENT OF THE AIR FORCE



ROBERT M. MOORE, Director
Air Force Real Property Agency

Date 1 FEB 11

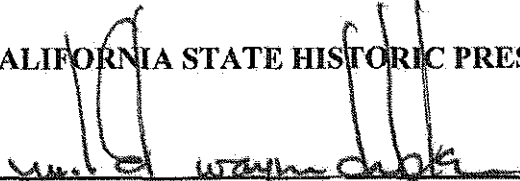
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS



Elizabeth Joyce Freeman, Director
Department of Veterans Affairs
Palo Alto Health Care System (VAPAHCS)

Date 4/3/11

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER



Milford Wayne Donaldson, FAIA
CA SHPO

Date 17 JUN 2011

CONCURRING PARTY

SUNNYVALE LOCAL REDEVELOPMENT AUTHORITY



Gary Luebbers, Authority Executive Director (Sunnyvale City Manager)

Date 8/2/11