

**PROGRAMMATIC AGREEMENT
AMONG
THE U.S. ARMY GARRISON AT FORT HUACHUCA,
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER,
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR THE
DISPOSITION OF BUILDING 66050 AT
FORT HUACHUCA, ARIZONA**

WHEREAS, the U.S. Army Garrison at Fort Huachuca (Fort Huachuca) has determined that there is no current military mission use for Building 66050 (the Building) (also known as the Mountain View Officers' Club [MVOC]), as of the date of this Programmatic Agreement (PA), and proposes to dispose of the Building through sale or lease by July 1st, 2017; and

WHEREAS, if no use is found for the Building by July 1st, 2017, Fort Huachuca may put it on the demolition list; and

WHEREAS, Fort Huachuca has determined that demolition or disposal through sale or lease constitute an undertaking (the Undertaking) subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 CFR Part 800; and

WHEREAS, Fort Huachuca has determined the Area of Potential Effect (APE) for the Undertaking includes the Building, tennis court (Facility 66051), rock wall, rock pillar, and circular drive, within 2 acres bounded by paved roads (Attachment A, Figure A.1); and

WHEREAS, Fort Huachuca has determined that the Undertaking may have an adverse effect on the Building, which is eligible for the National Register of Historic Places (NRHP), and has consulted with the Arizona State Historic Preservation Office (SHPO) pursuant to 36 CFR Part 800; and

WHEREAS, Fort Huachuca is required under Section 110(a) of the NHPA (54 U.S.C. §§ 306101[a] and 306102) to protect and preserve historic properties under its jurisdiction. Section 106 of the NHPA requires federal agencies to take into account the effect of an undertaking on any property included in or eligible for inclusion in the NRHP; and

WHEREAS, Fort Huachuca completed a cultural resources assessment of 22 acres around the APE and determined there are no known archaeological sites present within or adjacent to the APE and the SHPO has concurred with this determination (see Attachment A, Figure A.2) (Tagg 2014; Dobschuetz 2014); and

WHEREAS, in accordance with 36 CFR § 800.2(c)(2)(ii), Fort Huachuca has contacted the Fort Sill Apache Tribe, the Mescalero Apache Tribe, the San Carlos Apache Tribe, the White Mountain Apache Tribe, the Hopi Tribe, the Pascua Yaqui Tribe of Arizona, the Ak Chin Indian

Community, the Gila River Indian Community, the Salt River Pima-Maricopa Indian Community, the Tohono O'odham Nation of Arizona, and the Pueblo of Zuni (collectively the Tribes), for which the land Fort Huachuca occupies has religious and cultural significance, and has invited the Tribes to participate as consulting parties; and

WHEREAS, Fort Huachuca has identified and consulted with nine consulting parties beginning in September 2013, including the Arizona Preservation Foundation, Gila River Indian Community, National Trust for Historic Preservation in the United States, Southwest Association of Buffalo Soldiers, Theater on the Move, Tucson Historic Preservation Foundation, Mr. Charles Atkins (individual), Mr. Julius Parker (individual), and Mr. Peter Triggiani (individual) in accordance with 36 CFR § 800.2(c)(5) regarding the effects of the Undertaking on the Building. Fort Huachuca asked these entities if they were interested in being concurring parties, and none accepted. All consulting parties will be included in any future action regarding this PA; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), Fort Huachuca has notified the Advisory Council on Historic Preservation (ACHP) of the Undertaking and its adverse effect determination providing the specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, the SHPO is authorized to enter this agreement in order to fulfill its role of advising and assisting Federal agencies in carrying out Section 106 responsibilities under the following federal statutes: Sections 101 and 106 of the NHPA of 1966, as amended, 54 U.S.C. § 306108, and pursuant to 36 CFR Part 800, regulations implementing Section 106, at §§ 800(c)(1)(i), and 800.6(b)(2), and the SHPO is a signatory to this PA; and

WHEREAS, the SHPO is authorized to advise and assist the federal and state agencies in carrying out their historic preservation responsibilities and cooperate with these agencies under Arizona Revised Statute (A.R.S.) 41 § 511(D)(4); and

WHEREAS, Fort Huachuca completed a historical and architectural assessment of the Building, *Analysis of the Mountain View Officers' Club, Fort Huachuca, Arizona* (Smith et al. 2012), in September 2012; and

WHEREAS, the U.S. Army Corps of Engineers, Engineer Research and Development Center, initiated and will complete an update of the 1998 publication *A Historic Context for the African-American Military Experience* (Smith and Zeidler 1998), as part of the Department of Defense's Legacy Resource Management Program, to include a national survey for extant built resources of the segregated Army. The study shall be completed by a historic preservation specialist in accordance with National Park Service standards for historic contexts. This updated context study will be completed within two years of execution of this PA; and

WHEREAS, Fort Huachuca shall comply with its Section 106 requirements for public involvement under 36 CFR § 800.2(d)(3). Fort Huachuca will provide the public an opportunity to comment on the Undertaking through Fort Huachuca's National Environmental Policy Act (NEPA) and NHPA processes and will incorporate the recommendations of the public and reviewing agencies as appropriate; and

WHEREAS, Fort Huachuca and the consulting parties developed six possible disposition options during the consultation process: rehabilitation (through private lease), demolition, relocation (through sale), military reuse, mothball, and no action, and through further analysis Fort Huachuca determined only lease, sale, or demolition were viable options; and

WHEREAS, Fort Huachuca published a Request for Interest (RFI) in February and March 2014 in various media, seeking entities interested in a lease or sale to rehabilitate or move the Building, and received 17 requests for information as of April 2015; and

WHEREAS, the United States Army Corps of Engineers, Phoenix District (USACE), serves as the real estate agent for Fort Huachuca and is responsible for handling all real estate sales, leases, and licenses on the installation; and

WHEREAS, Fort Huachuca has notified the USACE of the potential lease or sale of the Building and invited it to be a signatory to this PA because it will be responsible for handling the lease or sale of the Building, and it has chosen to be an invited signatory; and

WHEREAS, all real property real estate transactions on Fort Huachuca including, but not limited to sale, lease, and license must comply with all federal laws, regulations, and processes and procedures established by the USACE (*The Real Estate Handbook*, ER 405-1-12).

NOW THEREFORE, Fort Huachuca, the SHPO, and the ACHP 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

Fort Huachuca shall ensure the following stipulations are carried out.

I. REHABILITATION AND RELOCATION PROPOSALS

A. Fort Huachuca shall provide the following information to any interested proposer:

1. The September 2012 historical and architectural assessment (Smith et al. 2012);
2. All available rehabilitation cost estimates prepared for the Building;
3. A list of applicable codes and appeal procedures;
4. A report required by the International Existing Building Code 2012 edition Chapter 12 – Historic Buildings Section 1201 General covering the occupancies of assembly, office, museum and education;
5. A 2015 DPW list of all unsafe conditions;
6. A site plan indicating topographic, circulation, and utility information;

7. The 2014 Fort Huachuca Real Property Master Plan sections applicable to the Building (Fort Huachuca 2014);
8. Basic information on existing or proposed museums, if applicable;
9. Current status of mitigation, demolition, and/or interpretation measures;
10. A copy of the current NRHP nomination form;
11. Existing building plans and/or blueprints;
12. List of Army Values.

B. Fort Huachuca shall consider proposals from any interested party for rehabilitation or relocation of the Building either through sale or lease in accordance with all federal laws and USACE real property divestiture processes and procedures (*The Real Estate Handbook*, ER 405-1-12).

C. Fort Huachuca shall accept proposals until March 1st, 2017, and all proposals received by this date will be initially reviewed and evaluated by Fort Huachuca in consultation with the consulting parties as specified in Stipulation I.E. If no proposals are received at this time, or proposals are received and reviewed and not accepted by Fort Huachuca in consultation with the aforementioned parties, Fort Huachuca shall continue to accept proposals until July 1st, 2017 when Fort Huachuca will begin the process to put the Building on the demolition list. These proposals will be accepted and evaluated on a case-by-case basis.

D. Fort Huachuca shall require the following information for all proposals at the time the proposal is submitted. This information includes, but is not limited to:

1. Name and contact information of organization, entity, or individual submitting proposal; and
2. Brief description of the proposed use(s) of the Building, associated facilities and features, and/or surrounding acreage, including whether the Building will be leased or purchased, and whether it is proposed that the Building be relocated. This should include how the proposed use will benefit the public and is compatible with Fort Huachuca's Master Plan and does not conflict with Army values (as defined below) or mission; and
3. Qualifications and capabilities of key personnel to be involved in the implementation of the proposal, including proven ability to complete a project of this nature and examples of projects completed by the proposer including any that are similar to the proposed use of the Building; and

4. Brief description of the funding sources to be used to implement this proposal; and
5. Bank or financial statements from the previous 12 months and/or loan agreement, commitment letter, or letter of intent from a financial institution documenting the proposer's financial ability to obtain financing or to implement the proposal; and
6. Estimates of project costs, including a 10% performance bond to be held in escrow by a title company. The performance bond will be determined based on the estimated project cost, and will be due by the accepted proposer within 30 days of execution of lease agreement or purchase agreement between the USACE and the proposer; and
7. Schedule to execute the proposal (milestones will be included in lease agreement or purchase agreement); and
8. Preliminary rehabilitation plan meeting the *Secretary of Interior's Standards for the Treatment of Historic Properties (Standards of Treatment)* and The International Building Code (IBC; 2012 edition) for existing buildings.

E. The following criteria will be used to evaluate and select a proposal. All criteria apply to a lease, but only Criteria 4 applies to purchase and removal off of Fort Huachuca. Selection criteria shall include, but may not be limited to:

1. Scope and nature of public benefit (quality of project/programs/services that offer a benefit to the public);
2. Rehabilitation plan (quality and feasibility of rehabilitation plan goals and timetables, lease term consistent with proposed reuse and rehabilitation plan, consideration of environmentally sustainable building technology and practices, and consideration of accessibility issues);
3. Experience and qualifications of proposer (proven ability to undertake, implement and manage the rehabilitation, reuse and maintenance of the property, specialized skills in historic preservation projects, and examples of pertinent previous work); and
4. Financial capability (sources and methods of funding for the rehabilitation of the Building and adjacent property and for continued upkeep and maintenance throughout the proposed lease term). If the accepted proposal is for sale and removal, proposer must show financial capability to properly remove the Building to the proposed new location.

F. Fort Huachuca shall provide copies of acceptable proposals meeting the requirements of Stipulation I.D to consulting parties for review and comment, and a list of proposals that did not meet the requirements of Stipulation I.D, no later than 7 calendar days after receipt.

1. A consulting party may be excluded from the review process if it has submitted a proposal for consideration, to ensure objectivity. This decision shall be made jointly by Fort Huachuca, ACHP, and SHPO.
2. Consulting parties are under no obligation to provide comments on the proposals; however, if they wish Fort Huachuca to consider their comments, consulting parties must submit comments in writing no later than 30 days from receipt of the proposal. If no comments are received by that time, the Fort Huachuca cultural resources manager (CRM) shall make a second attempt to contact the consulting parties for comments. If, after an additional 15 days, no comments are received from consulting parties the comment period for those parties will be considered closed. Fort Huachuca, ACHP, and the SHPO shall consider all comments provided by consulting parties.

G. Fort Huachuca, in consultation with consulting parties, shall publish another RFI within 90 calendar days of the execution of this PA in various media, alerting entities of their intent to find a proponent to lease or buy the Building for rehabilitation or relocation and request responses by March 1st, 2017 that include the information in accordance with Stipulation I.D. Fort Huachuca shall spend no more than \$3,000 to publish this RFI, and consulting parties will publish this RFI in their preservation media at no cost to the Army. Consulting parties may publish this RFI, or another RFI in consultation with the other consulting parties, at any time during the implementation of this PA.

H. Consulting parties may work with a proposer on the development of proposals.

I. Fort Huachuca shall respond within 10 business days to requests for information from entities developing proposals, including but not limited to:

1. Providing detailed information on the Building (square footage, architectural plans, and other data) and other information as specified in Stipulation I.A; and
2. Providing access to the Building to proposers and their agents and representatives at reasonable times; and
3. Providing guidance on Army, USACE, and other regulations the proposer must comply with; and
4. Identifying possible new sites with access/right-of-way easements for relocation of the Building; and
5. Making a good faith effort to support and assist the development of proposals.

J. Fort Huachuca may discontinue consideration of any proposal that conflicts with the seven Army values (Loyalty, Duty, Respect, Selfless Service, Honor, Integrity, and Personal Courage) or the Army mission (such as proposed activities that may have an adverse effect on life, health, morale, and safety). Fort Huachuca shall notify consulting parties within 7 business days of this decision, citing justification for removal of the proposal from consideration. Should Fort Huachuca find a proposal acceptable within the aforementioned criteria, it shall process the proposal in accordance with the procedures described in Stipulation II.F.

K. If the Building is leased, Fort Huachuca shall retain rights of access to the Building as owner and landlord after a proposal is accepted and a lease agreement is signed.

II. Continued Maintenance and Operation during Proposal Identification and Development

A. Fort Huachuca shall secure the Building to preserve and protect the physical structure, reduce threats to life, health, and safety, as well as liability until Fort Huachuca transfers the responsibility for maintenance and upkeep of the Building to another entity pursuant to a lease or sale, or until a final decision on the disposition of the Building is made by Fort Huachuca, ACHP, and SHPO (estimated to be July 1st, 2017), whichever is later. This level of effort will be the same as that accorded to all vacant NRHP-eligible facilities on Fort Huachuca, and shall include:

1. Securing the exterior of the Building in accordance with the *Standards of Treatment* to restrict illegal access (completed in December 2014);
2. Periodic monitoring to inspect the Building, which shall be conducted at least once a month;
3. Conducting emergency repairs to protect the Building's integrity in accordance with the *Standards of Treatment*, upon consultation with ACHP and SHPO.

B. National Register of Historic Places Nomination

1. Fort Huachuca will review any NRHP nomination form that is submitted for technical and historical accuracy, return it to the authors for revision if inaccuracies are identified, and forward it through the Army chain of command if it is technically and historically accurate.
2. Fort Huachuca will make accessible to any interested party preparing a NRHP nomination research and archival records relating to the Building, and access to the Building, upon request.

III. Implementation of Proposal

- A. If Fort Huachuca chooses to lease the Building to one of the proposers, the lease agreement shall reference and be subject to this PA.
1. Fort Huachuca shall require the lease to include adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the Building as required by Section 110 of the NHPA and 36 CFR § 800.5(a)(2)(vii). Fort Huachuca shall consult with ACHP, SHPO, and USACE on the appropriate terms prior to entering into the lease agreement.
 2. If the lessee fails to fulfill the lease requirements and the lease is cancelled or not renewed for this or any reason after July 1st, 2017, Fort Huachuca shall determine if there is a military use for the Building after considering timely input from consulting parties. If there is no military use for the Building at that time, Fort Huachuca may proceed with demolition with no further mitigation or consultation. Fort Huachuca shall notify the consulting parties of this decision. If the Building is demolished pursuant to this Stipulation, Fort Huachuca must complete all mitigation measures specified in Stipulation IV.A prior to demolition.
- B. If Fort Huachuca chooses to sell the Building to one of the proposers for removal to another location, the new owner shall accept all management and financial responsibility for the Building. This will include the proposer purchasing the Building and paying to move the Building adjacent to the Fort Huachuca boundary fence where an easement may be established, or moving it to an off- post location. Once the Building is removed from Army ownership, Fort Huachuca shall retain no further cultural resources responsibilities.
1. The sale of the Building will be subject to a preservation covenant that will include legally enforceable restrictions or conditions to ensure the long-term preservation of the Building's historic significance as required by 36 CFR § 300.5(a)(2)(vii). Fort Huachuca shall ensure that appropriate preservation covenants will be incorporated in the instrument transferring title of the Building from the Army to the new owner. The SHPO, in consultation with the consulting parties and new owner, shall complete and provide the preservation covenant to Fort Huachuca to include in the sale documentation within 60 days from the date Fort Huachuca notifies the consulting parties in writing of a pending sale. Fort Huachuca shall have no responsibility for the enforcement of any preservation covenant once the building is transferred to the new owner.
 2. The Preservation Covenant shall include, at minimum, the following general requirements and responsibilities;

a) The new owner shall preserve and maintain the Building in accordance with the recommended approaches in the *Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings* in order to preserve and enhance those qualities that make the Building eligible for inclusion in/or resulted in the inclusion of the property in the National Register of Historic Places.

(1) The new owner shall notify and consult with the SHPO, as per the covenant language, if it desires to deviate from these maintenance standards.

(2) As per the covenant language, the new owner shall notify the SHPO in writing prior to undertaking any construction, alteration, remodeling, demolition, or other modification to structures or setting that would affect the integrity or appearance of the Building. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of the Building. The new owner shall wait to initiate the proposed work until they have received the SHPO's approval of the proposal.

IV. Mitigation

A. Fort Huachuca shall complete the following mitigation measures if the Building is moved or demolished, prior to removal or demolition of the Building:

1. Develop and install at the building's original location a historical plaque and/or interpretive panel describing the Building and its significance to Fort Huachuca and the segregated Army (installation of this item will occur after removal or demolition so it is not damaged during the process); and
2. Complete HABS Level III or HABS-like photography of the Building to be housed at the Library of Congress.

B. Fort Huachuca shall cooperate with consulting parties developing additional mitigation measures by providing access to the Building and available historical and Real Property documentation and data related to the Building. Fort Huachuca shall support further exploration of a proposed oral history project in consultation with the consulting parties within 180 days of PA execution. However, this does not include financial support by Fort Huachuca.

V. Post-Lease Discoveries

In the event of unanticipated discovery of archaeological materials during any of the activities carried out pursuant to this PA, Fort Huachuca shall require that the lessee or owner (while the building remains on Fort Huachuca property) immediately stop work in the area of discovery, emplace barriers or other protective measures to curtail any further damage to the site, and notify the Fort Huachuca CRM. Only personnel authorized by the Fort Huachuca CRM will have

access to the site and no further work will be carried out at the site of the discovery until the Fort Huachuca CRM has complied with 36 CFR § 800.13 and any other legal requirements. The SHPO will be notified of any discovery and will be consulted on eligibility. The Fort Huachuca CRM will also consult with the SHPO and the Tribes on treatment, if appropriate.

VI. Emergency Response

A. Emergency response includes those actions deemed necessary by Fort Huachuca as an immediate and direct reaction to an emergency situation, which is a disaster or emergency declared by the President of the United States or Governor of Arizona, or other immediate threat to life or property. Emergency actions under this PA are only those implemented within 30 days from the initiation of the emergency situation and those located within the APE for the Undertaking.

B. If the emergency action has the potential to affect historic properties the Fort Huachuca CRM shall notify the SHPO within three business days prior to undertaking the action if feasible. The Fort Huachuca CRM shall work with the lessee to develop a plan to address the emergency in a manner as consistent as possible with the Standards of Treatment. The Fort Huachuca CRM shall forward a plan to the SHPO for review and comment. The SHPO shall have 7 calendar days to review and comment on the plan to address the emergency. If the SHPO does not comment or object to the plan within the review period, the Fort Huachuca CRM shall attempt to contact the SHPO first, before directing the lessee to implement the proposed plan.

If the lessee is unable to consult with the Fort Huachuca CRM prior to carrying out emergency actions, Fort Huachuca shall require that the lessee notify the Fort Huachuca CRM within 48 hours after the initiation of emergency action.

In either case, the Fort Huachuca CRM shall make all efforts to notify the SHPO within 24 hours of being notified of the potential emergency action. The notification shall include a description of the emergency action taken, the effects of the action(s) to historic properties, and, where appropriate, any further proposed measures to avoid, minimize, or mitigate potential adverse effects to historic properties to address the situation causing the emergency. The SHPO shall have seven calendar days to review and comment on the plan developed where further action is required to address the emergency.

C. Immediate rescue and salvage operations conducted to preserve life or property are exempt from these and all other provisions of this PA.

VII. Reporting

A. If the Building is leased, the lessee shall report to the Fort Huachuca CRM on the status of the lease and implementation of this PA annually from the execution of this PA.

1. This annual report shall include:
 - a) Rehabilitation activities completed during the year as they apply to the project lease milestones; and
 - b) Updates to documentation of the Building exterior and interior condition after modifications are made; and
 - c) Descriptions of unanticipated problems, activities, policies, or other issues that could affect the rehabilitation or lease milestones; and
 - d) Description of milestones not completed, justifications for the lack of completion, and proposed methods to correct the deficiencies; and
 - e) Breakout of costs expended by date and activity.
2. The Fort Huachuca CRM shall review the annual report within 14 days of receipt and provide copies to the SHPO and USACE for review. The SHPO and USACE shall have 30 days to review and comment on the report.
3. Fort Huachuca shall provide the annual report to consulting parties for informational purposes once it is approved by the SHPO and USACE.

B. Fort Huachuca shall convene consulting party meeting(s) as needed to discuss the progress under this PA and the final disposition of the Building, including details of a lease/sale or demolition, progress on mitigation and other matters, with meetings held on an agreed-upon basis until a decision is made on the final disposition of the Building. Fort Huachuca shall determine meeting dates in consultation with the consulting parties.

C. If the Building is sold, a condition of the sale would require the new owner to report to the SHPO on the status of the building renovation annually from the date the facility is removed from Fort Huachuca, using the annual report criteria provide in Section VII.A.1 above. Fort Huachuca shall have no further cultural resource management responsibilities for the Building after removal from Army property except as per Stipulation XII.A.

D. Fort Huachuca shall provide the following information to consulting parties after the execution of this PA and until the decision is made on final disposition of the Building:

1. Monthly e-mail updates to consulting parties until the Building is leased, moved, or scheduled for demolition; and
2. Annual reports per Stipulations VII.A and VII.B if building is leased; and
3. Notification of the Building removal if purchased, or approval for demolition; and

4. Notification of failure of lease and Fort Huachuca determination of future use or demolition per Stipulation III.A.2.

VIII. Dispute Resolution

A. Should any consulting party object at any time to any actions proposed or the manner in which the terms of this PA are implemented, Fort Huachuca shall consult with such party to address the objection. Fort Huachuca will notify the SHPO of the objection. If Fort Huachuca determines that such objection cannot be resolved, Fort Huachuca shall:

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

B. Fort Huachuca's responsibilities to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

IX. Amendment

This PA 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 signed by all of the signatories is filed with the ACHP.

X. Termination

A. If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation IX above.

B. If within 30 calendar days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate this PA upon written notification to the other signatories.

C. Once this PA is terminated, and prior to work continuing on the Undertaking, Fort Huachuca must either (a) execute a Memorandum of Agreement (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.

D. The Army's inability to lease or sell the property or termination of an executed lease for cause does not constitute justification for termination of this agreement if Fort Huachuca was abiding by the terms of this PA.

E. Fort Huachuca shall notify the signatories and consulting parties if the PA is terminated, and the course of action it will pursue regarding disposition of the Building.

XI. Anti-Deficiency Act

The stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs Fort Huachuca's ability to implement the stipulations of this PA, Fort Huachuca shall consult with the signatories. Fort Huachuca's responsibility to carry out all other obligations under this PA that are not the subject of an Anti-Deficiency Act violation will remain unchanged.

XII. Duration

A. This PA is effective on the last date that all signatories hereto sign.

B. This PA will continue: (1) for a term of 5 years from the date of its execution, or (2) until the mitigation outlined in Stipulation IV.A is completed, whichever is later. At that time, Fort Huachuca may consult with the other signatories to reconsider the terms of the PA if required due to on-going renovations requiring additional time while the Building is being leased. This PA may be extended or amended only by mutual agreement of the signatories. Fort Huachuca shall notify the signatories as to the course of action it will pursue.

C. This PA will expire if the Building is purchased and moved, or if no viable option is identified and the Building is approved and funded for demolition and the mitigation is complete, unless previously terminated under the provisions of Stipulation X above.

EXECUTION of this PA by Fort Huachuca, SHPO, and the ACHP and implementation of its terms are evidence that Fort Huachuca has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES

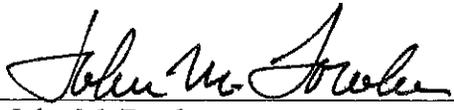
Fort Huachuca, Arizona

By:  Date: 06 DEC 2015
Thomas A. Boone
Colonel, MI
Commanding

State Historic Preservation Officer

By:  Date: 12/18/15
James Garrison
State Historic Preservation Officer

Advisory Council on Historic Preservation

By:  Date: 1/15/16
John M. Fowler
Executive Director

INVITED SIGNATORIES**U. S. Army Corps of Engineers, Albuquerque District**

By: _____ Date: _____

Kirk E. Gibbs
Colonel, EN
Commanding

REFERENCES

Bischoff, Matt C.

1998 *Determination of Eligibility and Historical Documentation for Building 66050, Performing Arts Theater, Fort Huachuca, Arizona*. Technical Report 98-26. Statistical Research, Tucson, Arizona.

Dobschuetz, Kris

2014 Letter to Ms. Cynthia Trout, Fort Huachuca Environmental and Natural Resources Division (ENRD), regarding final disposition of Building 66050 (SHPO-2004-0764 [122092]), dated 4 November 2014. State Historic Preservation Office, Arizona State Parks, Phoenix, Arizona. On file at ENRD.

Fort Huachuca

2014 Real Property Management Plan Update. Directorate of Public Works, Fort Huachuca, Arizona.

Smith, Adam D., Susan I. Enscoe, and Samuel L. Hunter

2012 *Analysis of the Mountain view Officers' Club, Fort Huachuca, Arizona*. Fort Huachuca Cultural Resources Report FH-12-5. ERDC/CERL TR-12-14. U.S. Army Corps of Engineers, Engineer Research and Development Center, Construction Engineering Research Laboratory, Champaign, Illinois.

Smith, Steve D. and James A. Zeidler (editors)

1998 *A Historic Context for the African American Military Experience*. USACERL CRRC 98/87. U.S. Army Corps of Engineers, Engineer Research and Development Center, Construction Engineering Research Laboratory, Champaign, Illinois.

Tagg, Martyn D.

2014 *Facility 66050 Parcel Cultural Resources Assessment, Fort Huachuca, Arizona*. Cultural Resources Report FH-14-1. Fort Huachuca, Arizona.

ATTACHMENT A

Area of Potential Effect

The extent of the APE will vary depending on the proposal chosen. At minimum, the APE shall include two acres containing the MVOC (Building 66050) with the cobble-and-concrete wall and flagstone and concrete patio, Williams Tennis Court (Facility 66051), circular driveway, and the stone-and-mortar pillar to the east of the building at the road intersection (Figure A.1).

Other facilities that may be considered but are not included with the MVOC period of significance (1942-1945) are Williams Field (Facilities 66044 [dugout], 66045 [press box], 66047 [dugout], and 66048 [baseball field]), playground (Facility 66049), and the unnumbered baseball practice fields to the west of Williams Field (including 4 backstops). The proposal may also include additional acreage in the vicinity of MVOC, to be determined at the time of lease completion.

For the purposes of demolition, all facilities and features will be removed and the locale returned to a naturalized state. This will include Facilities 66044, 66045, 66047, 66048, 66049, 66050 (and associated cobble-and-concrete wall, flagstone patio, cobble-and-concrete barbeque, and cobble-and-concrete pillar), and 66051, the unnumbered baseball practice fields, and associated circular driveway, parking lots, and access roads.

Area of Cultural Resources Assessment

Fort Huachuca completed a cultural resources assessment of 22 acres around Building 66050 (Figure A.2). This assessment included all extant facilities and features within the immediate vicinity of the building, as well as flat acreage to north and west.

Mountain View Officers' Club (Facility 66050) Area of Potential Effect (APE), Fort Huachuca, Arizona

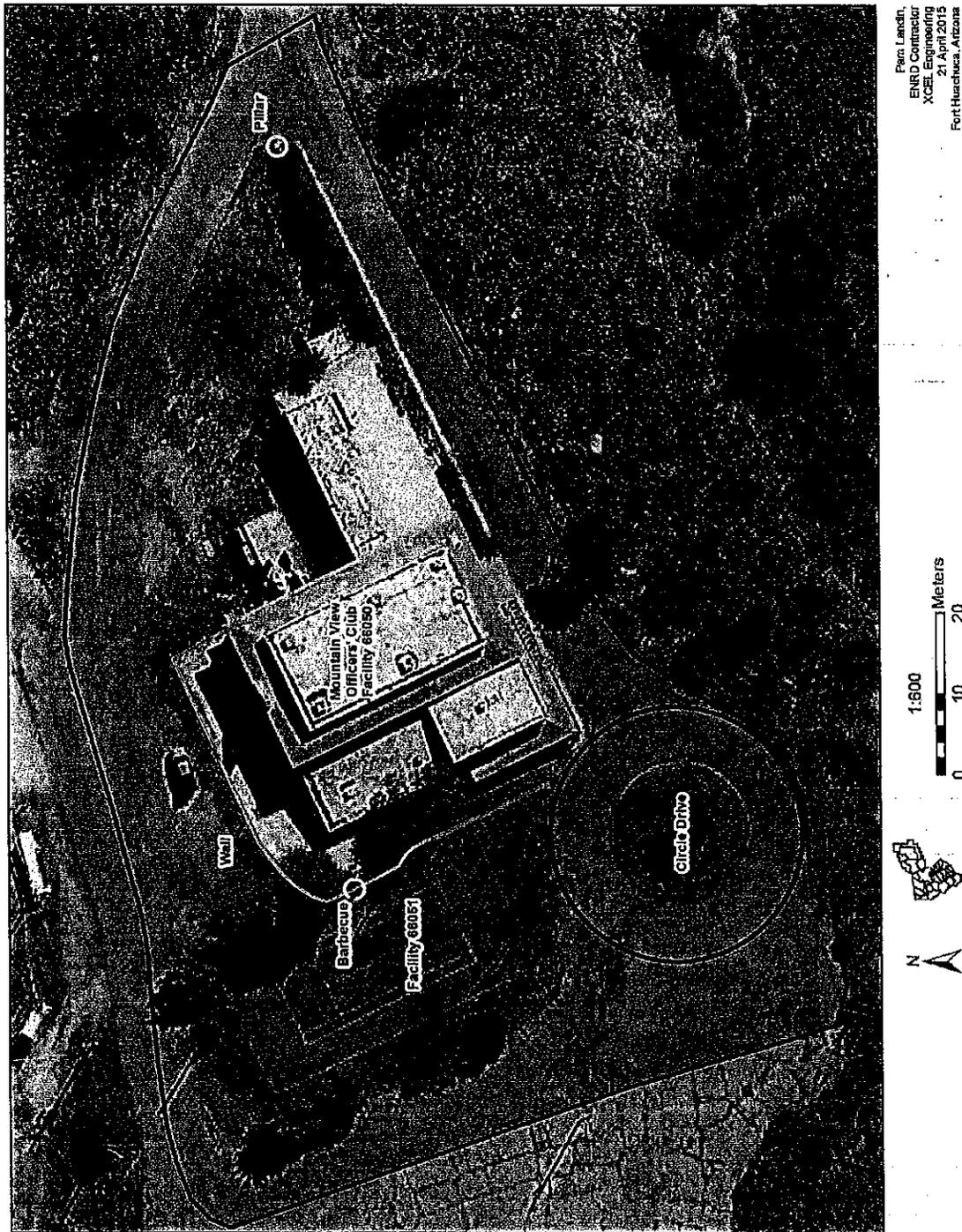


Figure A.1. Area of Potential Effect for purposes of this PA.

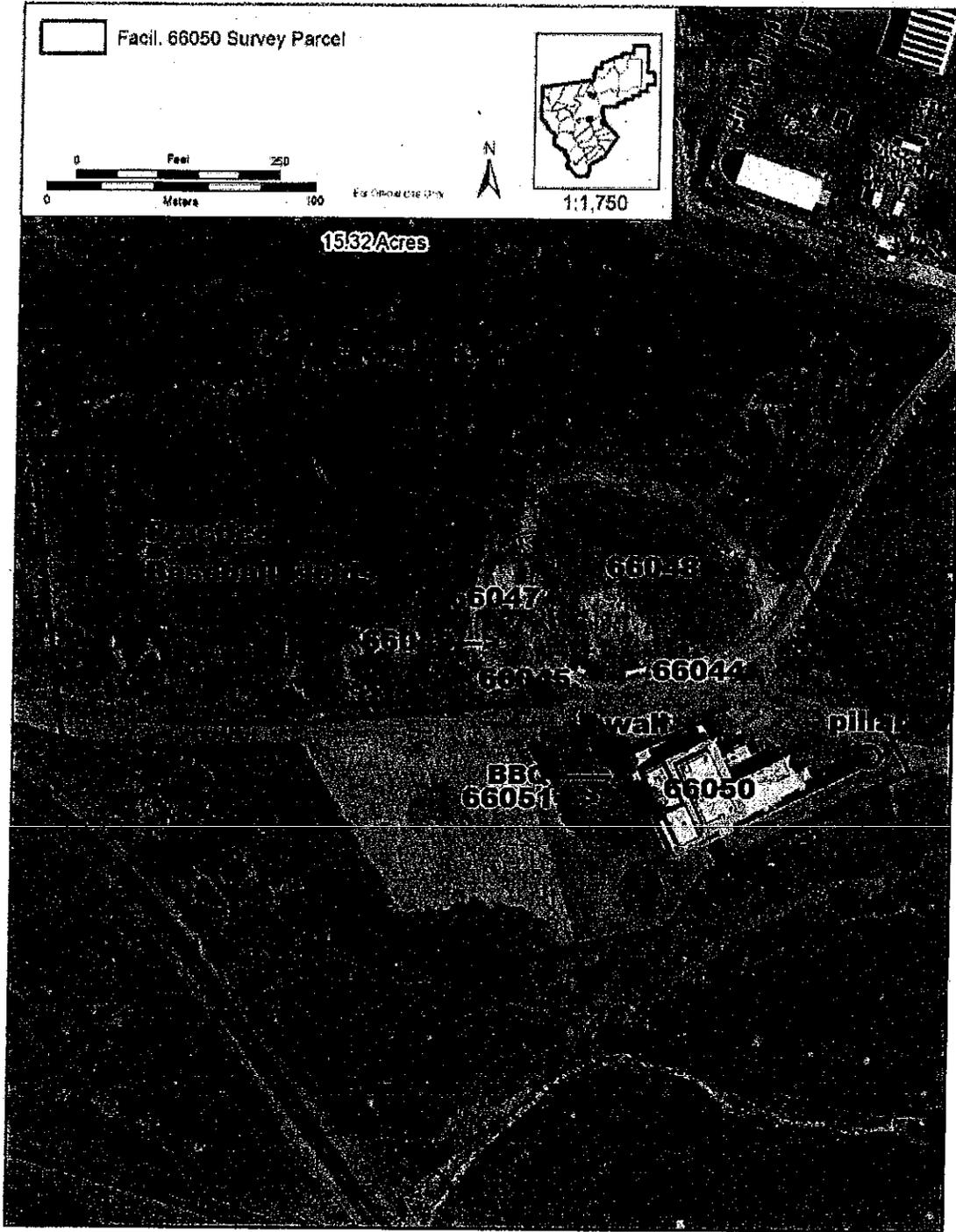


Figure A.2. Area of cultural resources assessment including 22 acres and facilities and features in the vicinity of MVOC (Building 66050).