

PROGRAMMATIC AGREEMENT AMONG
THE 366TH FIGHTER WING,
THE IDAHO STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING MANAGEMENT OF THE COLD WAR ALERT FACILITY AT
MOUNTAIN HOME AIR FORCE BASE

WHEREAS, 366th Fighter Wing (FW) plans to carry out a treatment plan to clean up and stabilize Building 291 (the undertaking) which is part of the Cold War Alert Facility (Alert Facility) pursuant to the National Historic Preservation Act, 16 U.S.C. 470h-2(a); and

WHEREAS, the undertaking consists of controlling pests, securing exterior envelope from moisture, and structurally stabilizing the building where needed; and

WHEREAS, the Alert Facility is located on Mountain Home Air Force Base (MHAFB), in Elmore County, Idaho, and includes Building 291, three taxiways, two herringbone alert aprons, access road system, secure fencing, and blast reflectors, and the 366FW has defined the undertaking's area of potential effect (APE) as the 103 acres encompassing the Alert Facility illustrated in Attachment A; and

WHEREAS, the 366FW has determined that the development of a Programmatic Agreement (Agreement), in accordance with 36 CFR § 800.14(b)(3) is warranted because the undertaking consists of multiple actions and long term management plans; and

WHEREAS, the 366FW has determined that the undertaking may have an adverse effect on the Alert Facility, which is eligible for listing in the National Register of Historic Places, and has consulted with the Idaho 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 (54 U.S.C. § 306108); and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the 366FW has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

WHEREAS, the 366FW completed documentation in accordance with the Historical Architectural Building Survey (HABS) on the Alert Facility (HABS No. ID-118-E) in [YEAR] which is on file with the Library of Congress; and

WHEREAS, the 366FW has completed a Feasibility Study for Building 291 (2013), addressing management option costs; and

WHEREAS, the 366FW is developing guidance to apply to all design and construction work performed within the Alert Facility by either in-house or contractor personnel, to be used for all

projects and construction work conducted within the Alert Facility to avoid adverse effects to historic properties in accordance with 36 CFR Parts 800.5(a)(1) and 800.5(a)(2)(ii); and

NOW, THEREFORE, the 366FW, 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

366FW shall ensure that the following measures are carried out:

I. Qualifications

- A. The 366FW Wing Commander is responsible for ensuring that all historic properties on MHAFB that are listed in or may be eligible for the NRHP are managed and maintained in a way that meets NHPA requirements. The 366FW Wing Commander shall designate the Cultural Resources Manager (CRM) with the authority to implement the stipulations identified in this Agreement. All actions performed by 366FW, or on behalf of 366FW, in compliance with the terms of this Agreement shall be conducted by, or under the supervision of, a qualified professional meeting the Secretary of the Interior's Professional Qualification Standards in Archaeology, History, Architecture, Architectural History, or Historic architecture, as applicable.
- B. Where contractors are employed to work on the Alert Facility, the 366FW shall ensure that experience in relevant aspects of historic preservation will be an evaluation factor in the contractor selection process, as appropriate.

II. Treatment of Alert Facility

- A. Within 180 days of execution of this Agreement, the 366FW shall seek funding for extermination and initial cleanup.
- B. Any routine maintenance and repair activity, or an activity that is listed below, shall not require the 366FW to consult with the SHPO or other consulting parties. These activities shall be included in the Annual Report.
 - 1. Preservation maintenance (housekeeping, routine and cyclic maintenance, and stabilization) meeting standards and guidelines;
 - 2. Routine grounds maintenance, such as grass cutting and tree trimming;
 - 3. Rehabilitation of existing parking pads, access roads, and sidewalks with in-kind materials and features within previously disturbed areas;

4. Repaving of existing roads or existing parking areas within previously disturbed areas;
 5. Placement, maintenance, or replacement of below ground utility lines, transmission lines, within previously disturbed areas;
- C. Within one year of execution of this Agreement, the 366FW shall choose to accomplish the following treatment; all subsets under this section will be completed as defined within five years of execution of this Agreement.
1. Preservation in Place
 - a) Stabilization shall occur to correct any deficiencies while the building remains vacant to include but not limited to:
 - (1) controlling pests;
 - (2) securing exterior envelope from moisture; and
 - (3) structurally stabilizing the building where needed
 - b) Maintain the exterior berm
 - c) Secure the building from vandals and break-ins to include but not limited to:
 - (4) Securing the roof access panels with locks; and
 - (5) Boarding up egress tunnel windows to protect corrugated material
 - d) Maintain interior ventilation per Secretary of Interior Standards
 - e) In conjunction with the 366th Security Force Squadron (SFS), the 366th Civil Engineer Squadron (CES) shall develop a routine maintenance and law enforcement monitoring plan and routine maintenance plan. Scheduled maintenance and law enforcement monitoring will be documented in the annual MHAFB report to SHPO.

III. Annual Report

- A. Annually, the 366FW shall, on the anniversary of the execution of this Agreement, provide to the SHPO and Council a report that summarizes MHAFB undertakings under this PA, in relation to historic resources, and describe the projects that will occur in the coming year.

- B. This annual report will include the following:
1. Updated annual list of undertakings affecting the Alert Facility since the previous annual report;
 2. Updated annual list of issues encountered during the year associated with the Alert Facility to include the 103 acre site and, list of changes MHAFB proposes to address these issues;
- C. As required, MHAFB will arrange an annual meeting with the ACHP and SHPO to discuss areas of concerns which may have been encountered since the submittal of the last annual report.
- D. If requested by ACHP and/or SHPO, 366FW shall facilitate, dependent on mission and safety factors which reasonably might influence the response, in-person inspections of the Alert Facility.
- E. All signatories to this PA will have 30 days from receipt of the annual report to comment, at which time, the annual report will be considered a final record.
- F. At the request of any of the signatories, this Agreement may be reviewed for possible modifications, termination, or extension at any time.

IV. Anti-Deficiency Act

- A. The stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs 366FW's ability to implement the stipulations of this Agreement, 366FW will consult in accordance with the amendment and termination procedures below.

V. Administrative Provisions

- A. 366FW CRM is the point of contact between the SHPO, ACHP, and 366FW.
- B. 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 signed by all of the signatories is filed with the ACHP.
- C. If any signatory to this Agreement 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 V(B), above. If within 30 calendar days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

1. Once the Agreement is terminated, and prior to work continuing on the undertaking, the 366FW must either (a) execute a Memorandum of Agreement pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The 366FW shall notify the signatories as to the course of action it will pursue.
- D. 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, the 366FW shall consult with such party to resolve the objection. If the 366FW determines that such objection cannot be resolved, the 366FW will:
1. Forward all documentation relevant to the dispute, including the the 366FW's proposed resolution, to the ACHP. The ACHP shall provide the 366FW 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, the 366FW shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The 366FW 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, the 366FW may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the 366FW shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the Agreement, and provide them and the ACHP with a copy of such written response.
 3. The 366FW '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.
 4. Should any member of the public raise a timely and substantive objection pertaining to the manner in which the terms of this Agreement are carried out, at any time during its implementation, the 366FW shall take the objection into account by consulting with the objector to resolve the objection. When the 366FW responds to an objection, it shall notify the consulting parties of the object and the manner in which it was resolved. The 366FW may request the assistance of (a consulting party) to resolve an objection.

- E. This Agreement shall expire 10 years after execution. Six months prior to the expiration date, the 366FW shall review the Agreement in consultation with the SHPO and the ACHP to consider possible modifications or extension. All previous addendums shall be incorporated prior to reapproval.

Execution of this Agreement by the 366FW, SHPO, and ACHP and implementation of its terms evidence that 366FW has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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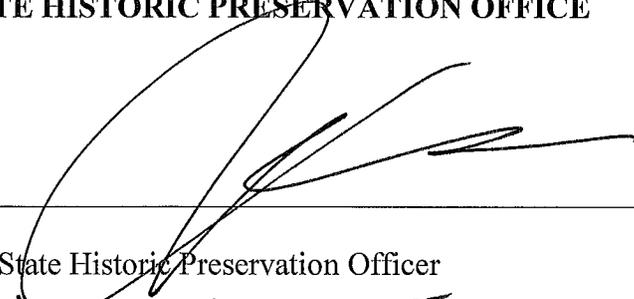
MOUNTAIN HOME AIR FORCE BASE

BY:  _____ DATE: 26 Aug 15
DAVID R. IVERSON, Colonel, USAF
Commander, 366th Fighter Wing

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY:  _____ DATE: 11/18/15
JOHN M. FOWLER
Executive Director

STATE HISTORIC PRESERVATION OFFICE

BY:  _____ DATE: October 2015
State Historic Preservation Officer
JANET GALLIMORE

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