REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, U.S. ARMY GARRISON, FORT WAINWRIGHT
1060 GAFFNEY ROAD #6000
FORT WAINWRIGHT, ALASKA 99703-6000

FIRST AMENDED PROGRAMMATIC AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE ARMY AND THE ALASKA STATE HISTORIC PRESERVATION OFFICER REGARDING MONITORING AND TREATMENT PLAN OF ARCHAEOLOGICAL SITES LOCATED WITHIN THE SURFACE DANGER ZONE OF THE BATTLE AREA COMPLEX TRAINING FACILITY AT FORT WAINWRIGHT, DONNELLY TRAINING AREA

Amendment 1

WHEREAS, the original *Programmatic Agreement between the United States Department of the Army and the Alaska State Historic Preservation Officer regarding the Monitoring and Treatment Plan of Archaeological Sites located within the Surface Danger Zone (SDZ) of the Battle Area Complex (BAX) Training Facility at Fort Wainwright, Donnelly Training Area* was executed on the 5th day of February, 2010; and

WHEREAS, in 2009, the United States Department of the Army (the "Army"), acting through the United States Army Garrison Fort Wainwright (USAG FW), proposed to establish a Surface Danger Zone (SDZ) associated with the Battle Area Complex (BAX) and Combined Arms Collective Training Facility (CACTF) at Fort Wainwright's Donnelly Training Area (DTA) (hereafter referred to as "the Undertaking"); and

WHEREAS, the Undertaking originally entailed establishing 23,741 acres downrange of the BAX complex as a restricted area in order to protect human health and safety from potential stray rounds resulting from live fire exercises at the BAX; and

WHEREAS, this first amendment incorporates an additional 3,252 acres down range of the BAX which will be established in 2012 and surveyed for archaeological sites within 5 years as part of the Joint Pacific Alaska Range Complex restricted airspace expansion (a separate undertaking from the original establishment of the BAX SDZ); and

WHEREAS, this first amendment serves to incorporate the above mentioned additional acreage down range of the BAX which has been established since the original Programmatic Agreement (PA) was executed; and

WHEREAS, due to the removal of ineligible sites, this first amendment also corrects the number of archaeological sites (also known as historic properties per 36 C.F.R.§ 800) within the SDZ from the original 136 sites to 124 sites that are eligible or may be eligible for listing in the National Register of Historic Places (National Register) and identified in Exhibit 2 hereto; and

WHEREAS, with this first amendment, the BAX SDZ monitoring schedule will be changed to more closely match military live-fire training schedules; and

WHEREAS, being no construction will take place in the SDZ, no targets will be set up within the SDZ and no archaeological sites are within the direct line of fire; potential adverse effects to historic properties will likely be limited to impacts of stray rounds from live fire training activities at the BAX; and

WHEREAS, during the 2009 field season, the USAG FW completed the archaeological excavation of the 29 archaeological sites closest to the BAX in accordance with the research design and methods detailed in *U.S. Army Alaska's Monitoring and Data Recovery Plan for Cultural Resources within the Battle Area Complex Surface Danger Zone, Fort Wainwright, Donnelly Training Area, 2009* (Section 8.0); and

WHEREAS, the USAG FW has consulted with the Alaska State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. § 800, regulations implementing Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470 f) and the SHPO has concurred with a finding of no adverse effect provided that a monitoring and data recovery program is implemented; and

WHEREAS, the USAG FW invited the Advisory Council on Historic Preservation (ACHP) to participate, and the Council declined; and

WHEREAS, the USAG FW consulted the FW Cultural Resources Working Group including the Tanana Yukon Historical Society; and

WHEREAS, the USAG FW consulted with Alaska Native tribes from the Village of Dot Lake, Native Village of Eagle, Healy Lake Village, Northway Village, Native Village of Tanacross, and Native Village of Tetlin; and will continue to consult during the duration of this PA; and

WHEREAS, this PA has been prepared in consultation with the SHPO and in accordance with 36 C.F.R. § 800.14 (b)(1)(v); and

NOW, THEREFORE, the USAG FW and SHPO agree that the USAG FW shall ensure that the following stipulations are implemented in order to take into account the effects of the Undertaking on historic properties and to satisfy the USAG FW's NHPA Section 106 responsibilities.

STIPULATIONS

The USAG FW shall ensure that the following stipulations are implemented:

I. SURVEY

a. Survey: Systematic Phase I archaeological survey of all areas added to the BAX SDZ with this first amendment will take place over a period of no more than 5 years from date of execution of this amended PA. Any archaeological sites found will be added to the monitoring program. If a Determination of Eligibility (DOE) is conducted on any archaeological site within the SDZ resulting in a site being found to not be eligible for the National Register, that site will be removed from the monitoring plan once the SHPO concurs with the DOE.

b. If, in the future, the BAX SDZ is expanded beyond its current anticipated boundary up to 20% in additional area (5,400 acres), the USAG FW will notify the SHPO prior to the expansion being formalized and will develop a plan to survey the added area.

(1) Any archaeological sites found during the survey will be added to the monitoring program.

(2) Any expansion beyond the 20% of the original size of the BAX SDZ will be treated as a new undertaking.

II. MONITORING

a. Monitoring: Monitoring will be conducted in accordance with the research design and methods detailed in Exhibit 1 *U.S. Army Alaska's Monitoring and Data Recovery Plan for Cultural Resources within the Battle Area Complex Surface Danger Zone, Fort Wainwright, Donnelly Training Area, 2009* (Section 7.0). Monitoring started in August of 2009, and will last for a period of no longer than 10 years, to be determined in consultation with the SHPO.

(1) All sites will be visited at least once each year.

(2) Site visits will be conducted after the completion of training episodes, up to 6 times a year provided regular use and training on BAX occurs. If no training occurs on BAX, sites will not be monitored more than once annually.

b. If monitoring activities identify adverse effects to any of the 124 known archaeological sites, or any other historic properties, located within the BAX SDZ, then the SHPO will be contacted directly via email or telephone within seven days. A report of the sites affected, as well as nature and extent of effects, will be submitted to the SHPO within 60 days. The USAG FW will then develop a plan to mitigate adverse effects to affected archaeological sites in consultation with the SHPO and interested Alaska Native tribes.

c. If mortar full range training rounds are used in the BAX, the USAG FW Cultural Resources will help site the impact area and monitor the retrieval of rounds within the BAX SDZ[1].

III. DATA RECOVERY

Data Analysis: Data analysis of recovered materials from the 2009 fieldwork will be completed in accordance with the research design and methods detailed in *U.S. Army Alaska's Monitoring and Data Recovery Plan for Cultural Resources within the Battle Area Complex Surface Danger Zone, Fort Wainwright, Donnelly Training Area, 2009* (Section 8.0).

IV. CULTURAL RESOURCE AWARENESS TRAINING

To prevent disturbance of archaeological sites by Soldiers training at the BAX range complex, as well as other Army lands in Alaska, the USAG FW will develop an educational program designed to increase soldier awareness of cultural resources on Army lands and the laws that protect these resources. This Soldier educational program will consist of three parts:

a. Updating the USAG FW Archaeological Resource Protection Act (ARPA) tri-fold handout, and ensuring that they are available to Soldiers at newcomer briefings.

b. Development of a graphical and textual display to increase Soldiers' awareness of cultural resources on the BAX SDZ and other Army lands. This display will be presented in the form of, at a minimum, one poster to be displayed at Range Control, and one interpretive panel placard to be displayed at an informational kiosk located at the BAX range.

c. Development of a Cultural Resource Awareness Powerpoint presentation to be given to Soldiers and contractors to increase knowledge of cultural resource concerns and responsible actions, and knowledge of Alaskan Native communities. The presentation will be given to relevant personnel at newcomer briefings, and prior to training or working on the BAX range. This presentation will be given throughout the duration of this PA.

V. SUBMITTALS

a. Report of Monitoring Findings: The USAG FW will submit to the SHPO, the results of monitoring on an annual basis. This will be included as part of the USAG FW Annual Cultural Resources Report.

(1) The BAX SDZ monitoring section of the annual report will include: a list of sites monitored; dates of site monitoring activities; a detailed description of the current overall site condition and integrity; a comparison of the site's current condition to past condition assessments; and photographs of the site. Reports of monitoring findings will include data obtained from the field site monitoring form detailed in *U.S. Army Alaska's Monitoring and Data Recovery Plan for Cultural Resources within the Battle Area Complex Surface Danger Zone, Fort Wainwright, Donnelly Training Area, 2009* (Appendix 1).

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[1] Currently, USAG FW has no plans to use long range rounds. Mortar training crews plan to use short range training rounds that do not have the range to leave the BAZ construction footprint to impact the SDZ.

(2) Provided that no adverse effects occur to the sites in question as a result of use of the BAX SDZ, the FW DTA monitoring report will be submitted to the SHPO, Bureau of Land Management (BLM)[2] and interested Alaska Native tribes no later than May of the year following monitoring activities. If adverse effects are noted, they will be reported to the SHPO.

b. Report of Excavation Findings: the USAG FW will submit to the SHPO the results of the data recovery and subsequent data analysis. The following reports will be submitted:

(1) A preliminary interim report detailing the field work and initial findings will be submitted to the SHPO no later than April 2010. If data recovery extends past 2009, then an interim report will be submitted to the SHPO by the April following each year of fieldwork. Upon receipt of the documentation, the SHPO shall provide the USAG FW with review comments no later than 45 days. [Amendment 1 Update: Stipulation b.(1) is completed; Submitted to the SHPO in 2010]

(2) A final report will be submitted to the SHPO no later than June 2 years following the end of all data recovery fieldwork. Upon receipt of the documentation, the SHPO shall provide the USAG FW with review comments no later than 45 days. Final submittal, taking into consideration the SHPO comments, shall be no later than 60 days after receipt of review comments.

c. Submittal of updated the USAG FW ARPA tri-fold, poster, and placard: as each mitigation project is funded and subsequently initiated the USAG FW will provide drafts of the updated ARPA tri-fold, poster, and placard to the SHPO within two years of the execution of this PA. All products will be complete within 3 years of the execution of this PA.

(1) The SHPO shall have 30 days from hard copy receipt of each draft document to review and provide input.

(2) The USAG FW shall consider any timely input received in developing a second submittal of the draft mitigation projects within 45 days from the close of the review period.

d. All reports will be provided to the BLM cultural resources staff. Copies of the reports with redacted site location information will be sent to interested Alaska Native tribes and be made available to the public on the Army's website.

VI. INADVERTENT DISCOVERIES

a. If cultural remains are inadvertently discovered or there are inadvertent adverse effects as a result of training or other activities associated with this Undertaking, the USAG FW shall initiate consultation pursuant to 36 C.F.R. § 800.13 to resolve unforeseen the effect.

b. If any sacred objects, funerary objects, or objects of cultural patrimony are inadvertently encountered, the area will be avoided. Training will cease in the vicinity of the find, measures will be taken to protect objects, and the Cultural Resource Manager will be notified immediately so that appropriate action can be taken in order to follow regulations set forth in 43 C.F.R. § 10 Native

[2] Army Standard Operating Procedures requires exchange of information between the Army and BLM; BLM oversees third party permitting on Army lands.

American Graves Protection and Repatriation Act (NAGPRA).

c. If human remains are encountered, then the following actions will be taken:

(1) Training/work will be stopped immediately in the locality and the USAG FW, SHPO, and Alaska State Troopers (AST) shall be contacted immediately (Alaska Statutes 12.65.5);

(2) If the remains appear recent in the judgment of the anthropologist, the USAG FW shall defer to the opinion of the AST and Alaska State Medical Examiner (SME) for a determination of whether the remains are of a forensic nature and/or subject to criminal investigation;

(3) If the ethnic/cultural identity of any human remains is in question, a qualified anthropologist experienced in human remains analysis shall examine the remains. This examination will take place within 30 days of discovery;

(4) If Native American remains are encountered in the archaeological excavations, the USAG FW will follow NAGPRA regulations set forth 43 C.F.R. § 10;

(5) If the remains are not Native American and a determination is made by the AST and Alaska SME that a death investigation is not warranted, then The USAG FW, in consultation with the Alaska SME, will inform the known descendents of the deceased. If no descendents are found, then the remains shall be re-interred in a designated area.

VII. CURATION OF MATERIALS

All recovered artifacts will be curated at the University of Alaska Museum of the North in accordance with an existing Memorandum of Agreement. Data processing of artifacts will follow curation guidelines set by Department of Defense and the University of Alaska Museum of the North.

VIII. PROFESSIONAL STANDARDS

All work pursuant to this PA will be developed by or under the supervision of a person or persons meeting the minimum professional qualifications of an archaeologist as included in "Secretary of the Interior's Historic Preservation Professional Qualification Standards" (Federal Register Vol. 62, No.119, pp. 33719).

IX. DISPUTE RESOLUTION

a. Should any Signatory to this PA object to the manner in which the terms of this PA are implemented, the USAG FW shall consult with the objecting party to resolve the objection. If the USAG FW cannot resolve the objection, the following shall apply:

(1) The USAG FW shall forward all documentation concerning the dispute to the SHPO. The SHPO shall provide the USAG FW with a proposed resolution to the dispute within 30 days of

XIII. FAILURE TO CARRY OUT AGREEMENT

In the event the USAG FW does not carry out the terms of this PA or if the ACHP determines under 36 C.F.R. § 800 that the terms of this PA are not being carried out, the USAG FW will comply with 36 C.F.R. § 800.3 through § 800.7 with regard to individual undertakings covered by this PA.

XIV. ANTI-DEFICIENCY ACT

a. All requirements set forth in this PA requiring the expenditure of the USAG FW 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 USAG FW under the terms of this PA will require or be interpreted to require a commitment to expend funds not obligated for a particular purpose.

b. If the USAG FW cannot perform any obligations set forth in the PA due to the unavailability of funds, the USAG FW and SHPO intend the remainder of the agreement to be executed. In the event that any obligation under the PA cannot be performed due to the unavailability of funds, the USAG FW agrees to utilize its best efforts to renegotiate the provision, and may require that the parties initiate consultation to develop an amendment to this PA when appropriate.

XV. DURATION

This PA shall become effective upon execution by the USAG FW and SHPO and shall remain in effect until terminated in accordance with Stipulation XII or 7 years after it becomes effective. If training activities on the BAX are ongoing during that time, then the USAG FW and SHPO will review and extend this PA as necessary.

EXECUTION AND IMPLEMENTATION of this Programmatic Agreement evidences that the USAG FW has satisfied its Section 106 and Section 110(f) responsibilities for this Undertaking.

Signatories:

UNITED STATES DEPARTMENT OF THE ARMY
FORT WAINWRIGHT

By: _____
RONALD M. JOHNSON
COL, SF
Commanding

Date: 4 September 2012

ALASKA STATE HISTORIC PRESERVATION OFFICER

By: _____
JUDITH E. BITTNER
State Historic Preservation Officer

Date: _____

Concurring Parties:

BUREAU OF LAND MANAGEMENT, CENTRAL YUKON FIELD OFFICE

By: _____
Name:
Title:

Date: _____

Exhibit 1

Robertson, A.R.
2009 *U.S. Army Alaska's Monitoring and Data Recovery Plan for Cultural Resources within the Battle Area Complex Surface Danger Zone, Fort Wainwright, Donnelly Training Area, 2009*. Edited by E.P. Gaines. Colorado State University, Center for Environmental Management of Military Lands

[Submitted to the SHPO April 22, 2009]

Exhibit 2

2012 Adjusted site list and monitoring schedule (all ineligible sites were removed)

[Submitted to the SHPO with this PA]

SITE #	NRHP Status	Monitoring Visits
XMH-00274	Not Evaluated	Annual
XMH-00277/00879	Eligible	Annual
XMH-00278	Not Evaluated	Annual + After Training
XMH-00279/00918	Eligible	Annual + After Training
XMH-00284/00882	Eligible (excavated)	Annual
XMH-00292/00885	Eligible	Annual + After Training
XMH-00322	Not Evaluated	Annual + After Training
XMH-00323/00893	Not Evaluated	Annual + After Training
XMH-00874	Eligible (excavated)	Annual
XMH-00878/00908	Eligible	Annual + After Training
XMH-00881	Eligible	Annual
XMH-00886	Not Evaluated	Annual + After Training
XMH-00887	Eligible	Annual + After Training
XMH-00890	Eligible	Annual + After Training
XMH-00891	Eligible	Annual + After Training
XMH-00894	Not Evaluated	Annual + After Training
XMH-00902	Not Evaluated	Annual + After Training
XMH-00903	Not Evaluated	Annual + After Training
XMH-00904	Eligible	Annual + After Training
XMH-00905	Not Evaluated	Annual + After Training
XMH-00906	Not Evaluated	Annual + After Training
XMH-00907	Not Evaluated	Annual + After Training
XMH-00909	Not Evaluated	Annual + After Training
XMH-00910/00911	Not Evaluated	Annual + After Training
XMH-00913	Not Evaluated	Annual + After Training
XMH-00914	Not Evaluated	Annual + After Training
XMH-00915	Not Evaluated	Annual + After Training

XMH-00917	Not Evaluated	Annual + After Training
XMH-00919	Not Evaluated	Annual + After Training
XMH-00920	Eligible	Annual + After Training
XMH-00921	Not Evaluated	Annual + After Training
XMH-00923/00922	Not Evaluated	Annual + After Training
XMH-00924	Not Evaluated	Annual + After Training
XMH-00925	Not Evaluated	Annual + After Training
XMH-00926	Not Evaluated	Annual + After Training
XMH-00927	Not Evaluated	Annual + After Training
XMH-00928	Not Evaluated	Annual + After Training
XMH-00929	Not Evaluated	Annual + After Training
XMH-00945	Eligible	Annual + After Training
XMH-00983	Not Evaluated	Annual
XMH-01070	Not Evaluated	Annual
XMH-01071	Not Evaluated	Annual + After Training
XMH-01074	Not Evaluated	Annual + After Training
XMH-01075	Not Evaluated	Annual + After Training
XMH-01076	Not Evaluated	Annual + After Training
XMH-01077	Not Evaluated	Annual + After Training
XMH-01078	Not Evaluated	Annual
XMH-01084	Not Evaluated	Annual
XMH-01085	Not Evaluated	Annual + After Training
XMH-01086	Not Evaluated	Annual + After Training
XMH-01087	Not Evaluated	Annual + After Training
XMH-01088	Not Evaluated	Annual + After Training
XMH-01089	Not Evaluated	Annual
XMH-01090	Not Evaluated	Annual
XMH-01091	Not Evaluated	Annual
XMH-01092	Eligible	Annual + After Training
XMH-01093	Eligible	Annual
XMH-01095/01142	Not Evaluated	Annual + After Training
XMH-01096	Not Evaluated	Annual
XMH-01097	Not Evaluated	Annual
XMH-01098	Not Evaluated	Annual
XMH-01099	Not Evaluated	Annual
XMH-01100	Not Evaluated	Annual
XMH-01104	Not Evaluated	Annual
XMH-01105	Not Evaluated	Annual
XMH-01106	Not Evaluated	Annual
XMH-01107	Eligible	Annual
XMH-01108	Not Evaluated	Annual
XMH-01109	Eligible	Annual
XMH-01110	Eligible	Annual
XMH-01111	Not Evaluated	Annual
XMH-01114	Not Evaluated	Annual
XMH-01115/01117	Eligible	Annual

XMH-01116	Eligible	Annual
XMH-01118	Not Evaluated	Annual
XMH-01119	Not Evaluated	Annual
XMH-01120	Not Evaluated	Annual
XMH-01121	Not Evaluated	Annual
XMH-01122	Not Evaluated	Annual + After Training
XMH-01123	Not Evaluated	Annual
XMH-01124	Not Evaluated	Annual
XMH-01125	Not Evaluated	Annual
XMH-01126	Not Evaluated	Annual
XMH-01128	Not Evaluated	Annual
XMH-01129	Not Evaluated	Annual
XMH-01130	Not Evaluated	Annual
XMH-01131	Not Evaluated	Annual
XMH-01132	Not Evaluated	Annual
XMH-01133	Not Evaluated	Annual
XMH-01134	Not Evaluated	Annual
XMH-01135	Not Evaluated	Annual
XMH-01136	Not Evaluated	Annual
XMH-01137	Not Evaluated	Annual
XMH-01138	Not Evaluated	Annual
XMH-01139	Not Evaluated	Annual
XMH-01140	Not Evaluated	Annual
XMH-01141	Not Evaluated	Annual
XMH-01143	Not Evaluated	Annual
XMH-01144	Not Evaluated	Annual
XMH-01145	Eligible	Annual
XMH-01146	Eligible	Annual
XMH-01147	Not Evaluated	Annual
XMH-01148	Not Evaluated	Annual
XMH-01149	Not Evaluated	Annual
XMH-01150	Not Evaluated	Annual
XMH-01151	Not Evaluated	Annual
XMH-01152	Not Evaluated	Annual
XMH-01161	Not Evaluated	Annual + After Training
XMH-01162	Not Evaluated	Annual
XMH-01163	Not Evaluated	Annual
XMH-01175	Not Evaluated	Annual
XMH-01176	Not Evaluated	Annual
XMH-01303	Eligible	Annual + After Training
XMH-01333	Not Evaluated	Annual + After Training
XMH-01360	Not Evaluated	Annual
XMH-01361	Not Evaluated	Annual
XMH-01362	Not Evaluated	Annual
XMH-01363	Not Evaluated	Annual
XMH-01364	Not Evaluated	Annual

XMH-01365	Not Evaluated	Annual
XMH-01366	Not Evaluated	Annual
XMH-01367	Not Evaluated	Annual
XMH-01368	Not Evaluated	Annual
XMH-01377	Not Evaluated	Annual
XMH-01378	Not Evaluated	Annual
XMH-01384	Not Evaluated	Annual