

## PROGRAMMATIC AGREEMENT

between

### THE BOISE NATIONAL FOREST AND THE IDAHO STATE HISTORIC PRESERVATION OFFICE

### regarding RECREATION RESIDENCE MANAGEMENT IN THE WARM LAKE BASIN

WHEREAS, the USDA Forest Service, Boise National Forest (BNF) is responsible for the management of four recreation residence tracts in the Warm Lake Basin on the Cascade Ranger District in Valley County, Idaho. The residences in these tracts are privately owned cabins situated on public lands under the authority of the Occupancy Permits Act of 1915 (16 U.S.C. 497), and

**WHEREAS**, the BNF has completed a comprehensive historic structures inventory of recreation residence lots and associated all structures in the Warm Lake and Paradise Valley Recreation Residence areas and found that the four recreation residence tracts included in these areas are eligible for listing on the National Register of Historic Places (NRHP) as a multiple property historic district, and

**WHEREAS**, the BNF has prepared a narrative historic context and all the necessary supporting documentation to address most adverse effects that may be expected to result from modification of the historic structures that contribute to the historic character and other qualities that make the tracts eligible for listing on the NRHP, and

**WHEREAS**, the BNF has determined that actions associated with management of permitted recreation residences may have an effect upon properties included in or eligible for inclusion in the NRHP, and has consulted with the Idaho State Historic Preservation Officer (SHPO) pursuant to Section 800.14 of the regulations (36 CFR 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470) and,

**WHEREAS**, the BNF has determined that these recreation residence tracts should be managed as a historic district and has established standards and guidelines, and objectives, in the Forest Land and Resource Management Plan that restrict development and emphasize the historic character of the Warm Lake and Paradise Valley Recreation Residence Tracts.

**NOW, THEREFORE**, the BNF and the SHPO agree that Recreation Residence Management in the Warm Lake Basin shall be performed in accordance with the following stipulations to satisfy the BNF's Section 106 responsibility for all individual undertakings of the program.

## **Stipulations**

The BNF will ensure that the following measures are carried out in the course recreation residence management in the Warm Lake Basin:

### **I. Principles**

The following principles will guide the implementation of this Programmatic Agreement:

- A. This agreement is limited in scope to those projects that may affect the historic character of recreation residence tracts in the Warm Lake Basin.
- B. The Recreation Residence Tracts located in the Warm Lake Basin are eligible for listing on the NRHP.
- C. The BNF has completed all the necessary documentation to address and resolve adverse effects to the historic character of the recreation residence tracts.
- D. Under the terms of this agreement:
  - 1. Adverse Effect will result from removal of contributing properties
  - 2. No Adverse Effect will result when the historic character of the recreation residence tracts, lots, or residences will be maintained.
  - 3. No Effect will result when no contributing elements or primary façades are affected by the proposed activity

### **II. Implementation**

- A. The BNF shall implement the terms of this agreement using the review process described in Attachment A as it proceeds with recreation residence management in the Warm Lake Basin
- B. The review process may be modified as necessary by agreement of the signatories to this agreement
- C. Documentation of all decisions will
- D.
- E. .

### **III. Annual Reporting**

- A. As part of this agreement, the BNF shall submit an annual report to the SHPO describing all activities carried out during the year under the provisions of this agreement during the previous fiscal year, including but not limited to a tabular listing of all activities reviewed by the District and the HPL. The annual report will be submitted on March 1, 2004 and each year thereafter. When the BNF provides its report to the SHPO, it will notify other interested parties of the availability of the report and will provide additional copies of the report to any other interested parties at their request; provided however, that distribution of reports to parties other than the Council will be subject to the limitation established by Section 304 of the National Historic Preservation Act (16 U.S.C. 470W-3).

- B. The SHPO shall have 30 calendar days to review and comment on the Annual Report. The SHPO may request additional time for the review, however it is understood that a timely review is essential for the BNF to incorporate any revisions into operating plans for the subsequent field season.

#### **IV. Review and Revision**

The parties to this Agreement shall consult on an annual basis to review the implementation of its terms, and determine whether revisions are warranted. The annual review shall be initiated by the BNF as soon as feasible after the submission of the annual report required under Stipulation III. The annual review shall be based on the information provided by the BNF in the annual report, and on any additional information provided by the SHPO and Council relevant to its terms. If any party determines that revisions are needed, the parties shall consult to consider such revisions. Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Part 800.13 to consider such amendment.

#### **V. Expiration and Termination**

This Agreement is incorporated by reference into the BNF LRMP and shall be subject to revision when the Forest Plan is revised. This agreement shall not expire according to any arbitrary time limit; however, any party to this Agreement may terminate it by providing 30 days written notice to the other parties, provided that the parties will consult during the period prior to the termination to seek agreement or other actions that would avoid termination prior to the date of expiration. In the event of termination, the BNF will comply with 36 CFR Sections 800.4 through 800.6. Any substantive change in the status or conditions of this agreement will require an amendment to the Forest Plan.

#### **VI. Dispute Resolution**

- A. Should a dispute or objection arise regarding an undertaking subject to review under the terms of this Agreement, the BNF will consult with the disputing or objecting party, the SHPO, and other interested persons, if any, to resolve the dispute. If such consultation fails to resolve the dispute, the BNF shall submit all relevant documentation pertaining to the dispute or objection with BNF's proposed solution to the Council. Within 30 calendar days of receipt of all pertinent documentation, the Council will either:
  - 1. Notify the BNF that it will consider the dispute pursuant to the applicable provisions of 36 CFR Part 800.6(b), and proceed to comment; or
  - 2. Provide the BNF with recommendations, which BNF will take into account in reaching a final decision on the matter.
- B. Failure by the Council to respond formally or informally within 30 calendar days shall be taken as evidence of Council's concurrence in BNF's proposal for resolution of the dispute or objection.

**VII. NHPA Compliance**

Execution and implementation of this Programmatic Agreement evidences that the Boise National Forest has satisfied its Section 106 responsibilities for all individual undertakings of the Warm Lake Recreation Residence Management program.

BOISE NATIONAL FOREST

By: \_\_\_\_\_ Date:  
Forest Supervisor

IDAHO STATE HISTORIC PRESERVATION OFFICE

By: \_\_\_\_\_ Date:  
State Historic Preservation Officer