

## **IAG COVER SHEET**

FILE NAME: MtHome.pdf

Title: MOUNTAIN HOME AIR FORCE BASE

Subject: Region 10, X

Author: DoD, Air Force, Idaho, ID, Department of Health and Welfare

Keywords: 10/09/91, 1991, FY91

I hereby certify that this is a true copy of the original thereof.

Carolyn J. Glover  
of Attorneys for U.S. EPA.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 10  
AND THE  
IDAHO DEPARTMENT OF HEALTH AND WELFARE  
AND THE  
UNITED STATES AIR FORCE

IN THE MATTER OF:

The U.S. Department of Defense,  
Mountain Home Air Force Base  
Mountain Home, Idaho

)  
) FEDERAL FACILITY AGREEMENT  
) UNDER CERCLA SECTION 120  
)  
) Administrative Docket Number:  
) 1089-07-16-120  
)

TABLE OF CONTENTS

Page

I.	Jurisdiction . . . . .	3
II.	Definitions . . . . .	4
III.	Purpose . . . . .	7
IV.	Parties Bound. . . . .	9
V.	RCRA/HWMA/CERCLA Integration . . . . .	10
VI.	Findings of Fact . . . . .	12
VII.	Regulatory Determinations. . . . .	12
VIII.	Scope of Agreement . . . . .	13
	A. Work to be Performed. . . . .	13
	B. Limited Field Investigations. . . . .	15
	C. Interim Actions . . . . .	16
	D. Remedial Investigations . . . . .	16
	E. Feasibility Studies . . . . .	16
	F. Remedial Actions . . . . .	17
IX.	Project Managers . . . . .	17
X.	Access . . . . .	19
XI.	Sampling and Data/Document Availability. . . . .	22
XII.	Quality Assurance. . . . .	23

1	XIII.	Reporting. . . . .	23
	XIV.	Notice to the Parties. . . . .	24
2	XV.	Permits. . . . .	24
	XVI.	Retention of Records . . . . .	25
3	XVII.	Administrative Record. . . . .	26
	XVIII.	Creation of Danger/Emergency Action. . . . .	26
4	XIX.	Five Year Review . . . . .	28
	XX.	Consultation with U.S. EPA and IDHW. . . . .	28
5		A. Applicability . . . . .	28
		B. General Process for RI/FS and RD/RA Documents	29
6		C. Primary Documents . . . . .	30
		D. Secondary Documents . . . . .	31
7		E. Meetings of the Project Managers on	
		Development of Documents. . . . .	31
8		F. Identification and Determination of	
		Potential ARARs . . . . .	32
9		G. Review and Comment on Draft Documents . . .	32
		H. Availability of Dispute Resolution	
10		for Draft Final Primary Documents . . . . .	35
		I. Finalization of Documents . . . . .	35
11		J. Subsequent Modifications of Final Documents	35
	XXI.	Resolution of Disputes . . . . .	37
12	XXII.	Enforceability . . . . .	42
	XXIII.	Stipulated Penalties . . . . .	43
13	XXIV.	Deadlines. . . . .	45
	XXV.	Extensions . . . . .	47
14	XXVI.	Force Majeure. . . . .	49
	XXVII.	Funding. . . . .	51
15	XXVIII.	Recovery of Expenses . . . . .	53
	XXIX.	Other Claims . . . . .	54
16	XXX.	Other Applicable Laws. . . . .	55
	XXXI.	Confidential Information . . . . .	55
17	XXXII.	Transfer of Property . . . . .	56
	XXXIII.	Modification/Amendment of Agreement. . . . .	56
18	XXXIV.	Severability . . . . .	57
	XXXV.	Termination and Satisfaction . . . . .	57
19	XXXVI.	Reservation of Rights. . . . .	57
	XXXVII.	Effective Date . . . . .	59

21                   Based on the information available to the Parties on  
22 the effective date of this Federal Facility Agreement  
23 ("Agreement"), and without trial or adjudication of any issues of  
24 fact or law, the Parties agree as follows:

1 I. JURISDICTION

2 Each Party is entering into this Agreement pursuant to  
3 the following authorities:

4 1.1 The United States Environmental Protection  
5 Agency ("U.S. EPA") enters into those portions of this Agreement  
6 that relate to the Remedial Investigation/Feasibility Study  
7 ("RI/FS") pursuant to Section 120(e)(1) of the Comprehensive  
8 Environmental Response, Compensation, and Liability Act  
9 ("CERCLA"), 42 U.S.C. § 9620(e)(1), as amended by the Superfund  
10 Amendments and Reauthorization Act of 1986 ("SARA"), Pub. L.  
11 99-499 (hereinafter referred to as "CERCLA"), Sections 3004(u)  
12 and (v), 3008(h), and 6001 of the Resource Conservation and  
13 Recovery Act ("RCRA"), 42 U.S.C. §§ 6924(u) and (v), 6928(h), and  
14 6961, as amended by the Hazardous and Solid Waste Amendments of  
15 1984 ("HSWA") (hereinafter jointly referred to as RCRA); and  
16 Executive Order 12580;

17 1.2 U.S. EPA enters into those portions of this  
18 Agreement that relate to interim actions and final remedial  
19 actions pursuant to Section 120(e)(2) of CERCLA, 42 U.S.C.  
20 § 9620(e)(2), Sections 3004(u) and (v), 3008(h), and 6001 of  
21 RCRA, 42 U.S.C. §§ 6924(u) and (v), 6928(h), and 6961; and  
22 Executive Order 12580;

23 1.3 The United States Air Force ("USAF") enters  
24 into those portions of this Agreement that relate to the RI/FS  
25 pursuant to Section 120(e)(1) of CERCLA, 42 U.S.C. § 9620(e)(1);  
26 Sections 3004(u) and (v), 3008(h), and 6001 of RCRA, 42 U.S.C.

1 §§ 6924(u) and (v), 3008(h), and 6961; Executive Order 12580; the  
2 National Environmental Policy Act ("NEPA"), 42 U.S.C. § 4321; and  
3 the Defense Environmental Restoration Program ("DERP"), 10 U.S.C.  
4 § 2701, et seq.;

5 1.4 USAF enters into those portions of this  
6 Agreement that relate to interim actions and final remedial  
7 actions pursuant to Section 120(e)(2) of CERCLA, 42 U.S.C.  
8 § 9620(e)(2); Sections 3004(u) and (v), 3008(h), and 6001 of  
9 RCRA, 42 U.S.C. §§ 6924(u) and (v), 6928(h), and 6961; Executive  
10 Order 12580; NEPA; and DERP;

11 1.5 The State of Idaho Department of Health and  
12 Welfare ("IDHW"), by and through its Director, enters into this  
13 Agreement pursuant to Sections 107, 120, and 121 of CERCLA,  
14 42 U.S.C. §§ 9607, 9620, and 9621; Sections 3006 and 6001 of  
15 RCRA, 42 U.S.C. §§ 6926 and 6961; the Hazardous Waste Management  
16 Act ("HWMA"), I.C. § 39-4401, et seq.; and the Environmental  
17 Protection Health Act, 39-101, et seq.

18 1.6 U.S. EPA retains oversight authority for  
19 RCRA permitting activities pursuant to Section 3006 of RCRA,  
20 42 U.S.C. § 6926, 40 C.F.R. 271.19.

## 22 II. DEFINITIONS

23 2.1 The terms used in this Agreement shall have  
24 the same meaning as defined in Section 101 of CERCLA, 42 U.S.C.  
25 § 9601, as amended; the National Oil and Hazardous Substances  
26 Pollution Contingency Plan ("NCP"), 40 CFR Part 300, as amended;

27 FEDERAL FACILITY AGREEMENT

28 MOUNTAIN HOME AIR FORCE BASE - Page 4

October 9, 1991

1 and Section 1004 of RCRA, 42 U.S.C. § 6903, as amended. In  
2 addition:

3 (a) "Agreement" shall mean this document and  
4 shall include all Attachments to this document, with the  
5 exception of Attachment 1, Scope of Work, which is for  
6 information only and shall not be an enforceable part of this  
7 Agreement. All other Attachments shall be incorporated by  
8 reference and are an integral and enforceable part of this  
9 document;

10 (b) "Authorized representative" may include a  
11 Party's contractors or any other designee;

12 (c) "Days" shall mean calendar days, unless  
13 otherwise specified. Any submittal that under the terms of this  
14 Agreement would be due on a Saturday, Sunday, or federal holiday  
15 shall be due on the following business day;

16 (d) "HWMA" shall mean the Idaho Hazardous Waste  
17 Management Act of 1983, I.C. §§ 39-4401, et seq., as amended, and  
18 any regulations promulgated pursuant thereto;

19 (e) "IDHW" shall mean the State of Idaho  
20 Department of Health and Welfare, or any of its successor  
21 agencies, employees, and authorized representatives;

22 (f) "Interim Action" or "IA" shall mean a  
23 discrete action implemented prior to final remedial action which  
24 is taken to prevent or minimize the release of hazardous  
25 substances to the environment as explained in the Preamble to the  
26 National Oil and Hazardous Substances Pollution Contingency Plan

1 ("NCP"), 55 Fed. Reg. 8703-8706 (March 8, 1990), and 40 C.F.R.  
2 300.430(a)(1);

3 (g) "Limited Field Investigation" or "LFI" shall  
4 mean screening investigations of potential source areas with  
5 inadequate data to determine whether these areas pose an  
6 unacceptable risk to human health or the environment;

7 (h) "Paragraph" shall mean a numbered paragraph  
8 of this Agreement, designated by an Arabic numeral;

9 (i) "Part" shall mean one of the thirty-seven  
10 (37) subdivisions of this Agreement, designated by a Roman  
11 numeral;

12 (j) "Parties" shall mean USAF, U.S. EPA, and  
13 IDHW;

14 (k) "RCRA" shall mean the Resource Conservation  
15 and Recovery Act, 42 U.S.C. §§ 6901, et seq., as amended by the  
16 Hazardous and Solid Waste Amendments of 1984 ("HSWA"). Pub. L.  
17 98-616, and any regulations promulgated pursuant thereto;

18 (l) "Site" means Mountain Home Air Force Base  
19 ("MHAFB"), which occupies approximately nine (9) square miles on  
20 a plateau in Elmore County southwest of Mountain Home, Idaho, and  
21 the areal extent of contamination and all suitable areas in very  
22 close proximity to the contamination necessary for implementation  
23 of the response action;

24 (m) "USAF" shall mean the United States Air  
25 Force and, to the extent necessary to effectuate the terms of  
26 this Agreement (including appropriations and congressional

1 reporting requirements), its employees, contractors, agents,  
2 successors, assigns, and authorized representatives; and

3 (n) "U.S. EPA" shall mean the United States  
4 Environmental Protection Agency, including Region 10, its  
5 employees, and authorized representatives.

6  
7 III. PURPOSE

8 3.1 The general purposes of this Agreement are  
9 to:

10 (a) Ensure that the environmental impacts associated  
11 with releases and threatened releases at the Site are thoroughly  
12 investigated and appropriate removal and/or remedial action(s)  
13 taken as necessary to protect the public health, welfare, and the  
14 environment;

15 (b) Establish a procedural framework and schedule for  
16 developing, implementing, and monitoring appropriate response  
17 actions at the Site in accordance with CERCLA, the NCP, RCRA, and  
18 HWMA; and,

19 (c) Facilitate cooperation, exchange of information,  
20 and participation of the Parties in such actions.

21 3.2 Specifically, the purposes of this Agreement are  
22 to:

23 (a) Identify removal and Interim Action ("IA")  
24 alternatives which are appropriate at the Site prior to the  
25 implementation of final remedial action(s) for the Site. IA  
26 alternatives shall be identified and proposed to the Parties as



1 early as possible prior to formal proposal of IA(s) to U.S. EPA  
2 pursuant to CERCLA. This process is designed to promote  
3 cooperation among the Parties in identifying IA alternatives  
4 prior to selection of final IA(s);

5 (b) Establish requirements for the performance of an  
6 RI to determine fully the nature and extent of the threat to the  
7 public health or welfare or the environment caused by the release  
8 and threatened release of hazardous substances, pollutants, or  
9 contaminants at the Site and to establish requirements for the  
10 performance of an FS for the Site to identify, evaluate, and  
11 select alternatives for the appropriate remedial action(s) to  
12 prevent, mitigate, or abate the release or threatened release of  
13 hazardous substances, pollutants, or contaminants at the Site in  
14 accordance with CERCLA;

15 (c) Identify the nature, objective, and schedule of  
16 response actions to be taken at the Site. Response actions at  
17 the Site shall attain that degree of cleanup of hazardous  
18 substances, pollutants, or contaminants mandated by CERCLA;

19 (d) Implement the selected interim action(s) and  
20 final remedial action(s) in accordance with CERCLA and meet the  
21 requirements of Section 120(e)(2) of CERCLA, 42 U.S.C.  
22 § 9620(e)(2), for an interagency agreement among U.S. EPA, IDHW,  
23 and USAF;

24 (e) Assure compliance, through this Agreement, with  
25 other federal and state hazardous waste laws and regulations for  
26 matters covered herein;

1 (f) Coordinate response actions at the Site with the  
2 mission and support activities at MHAFB;

3 (g) Expedite the cleanup process to the extent  
4 consistent with protection of human health and the environment;  
5 and

6 (h) Achieve RCRA/HWMA/CERCLA integration in  
7 accordance with Part V.

8  
9 IV. PARTIES BOUND

10 4.1 This Agreement shall apply to and be binding  
11 upon USAF, U.S. EPA, and IDHW. USAF agrees to include notice of  
12 this Agreement in any document transferring ownership of property  
13 owned by the United States to any subsequent owners and operators  
14 of any portion of the Site in accordance with Section 120(h) of  
15 CERCLA, 42 U.S.C. § 120(h), regulations thereunder, and Part  
16 XXXII of this Agreement.

17 4.2 USAF will notify U.S. EPA and IDHW of the  
18 identity of its contractors performing work under this Agreement.  
19 USAF shall provide copies of this Agreement to all contractors  
20 performing any work pursuant to this Agreement.

21 4.3 Under no condition shall a Party under this  
22 Agreement utilize the services of any consultant, prime  
23 contractor, or subcontractor who has been suspended, debarred, or  
24 voluntarily excluded within the scope of 40 C.F.R. Part 32 or  
25 under the Federal Acquisition Regulation ("FAR") at 48 C.F.R.  
26 Subpart 9.4, et seq.

1                   4.4           Each undersigned representative of a Party  
2 certifies that he or she is fully authorized to enter into the  
3 terms and conditions of this Agreement and to legally bind such  
4 Party to this Agreement.

5  
6                   V.   RCRA/HWMA/CERCLA INTEGRATION

7                   5.1           The Parties intend to integrate USAF's  
8 CERCLA response obligations and corrective action obligations of  
9 RCRA/HWMA which relate to the release(s) of hazardous substances,  
10 hazardous wastes, pollutants, or contaminants covered by this  
11 Agreement into this comprehensive Agreement. Therefore, the  
12 Parties intend that activities covered by this Agreement will  
13 achieve compliance with CERCLA, 42 U.S.C. § 9601, et seq., and  
14 applicable state law; satisfy the corrective action requirements  
15 of Sections 3004(u) and (v), 42 U.S.C. § 6924(u) and (v), for a  
16 RCRA permit, and Section 3008(h), 42 U.S.C. § 6928(h), for  
17 interim status facilities; satisfy corrective action requirements  
18 of HWMA; and meet or exceed all applicable or relevant and  
19 appropriate federal and state laws and regulations, to the extent  
20 required by Section 121 of CERCLA, 42 U.S.C. § 9621.

21                  5.2.           Based upon the foregoing, the Parties intend  
22 that any RA selected, implemented, and completed under this  
23 Agreement shall be deemed by the Parties to be protective of  
24 human health and the environment such that remediation of  
25 releases covered by this Agreement shall obviate the need for  
26 further corrective action under RCRA (i.e., no further corrective

1 action shall be required). The Parties agree, for the purposes  
2 of integrating RCRA, HWMA, and CERCLA, that with respect to  
3 releases of hazardous substances covered by this Agreement, RCRA  
4 and HWMA shall be considered an applicable or relevant and  
5 appropriate requirement ("ARAR") pursuant to Section 121 of  
6 CERCLA, 42 U.S.C. § 9621.

7           5.3           The Parties recognize that the requirement  
8 to obtain permits for response actions undertaken pursuant to  
9 this Agreement shall be as provided for in CERCLA and the NCP.  
10 The Parties further recognize that ongoing hazardous waste  
11 management activities at MHAFFB may require issuance of permits  
12 under federal and state laws. This Agreement does not affect the  
13 requirements, if any, to obtain such permits. However, if a  
14 permit is issued by IDHW to the MHAFFB for ongoing hazardous waste  
15 management activities at MHAFFB, IDHW shall reference and  
16 incorporate this Agreement (including appropriate schedules and  
17 provision for extension of such schedules) into the permit as  
18 corrective action requirements. To the extent authorized by law,  
19 the review of any permit condition which references this  
20 Agreement shall only be reviewed under CERCLA.

21           5.4.           Nothing in this Agreement shall alter USAF's  
22 authority with respect to removal actions conducted pursuant to  
23 Section 104 of CERCLA, 42 U.S.C. § 9604.

1 VI. FINDINGS OF FACT

2 6.1 For purposes of this Agreement, the  
3 following constitutes a summary of the facts upon which this  
4 Agreement is based. None of the facts related herein are  
5 admissions nor are they legally binding upon any Party with  
6 respect to any unrelated claims of persons not a Party to this  
7 Agreement.

8 6.2 MHAFFB is located in southwestern Idaho. The  
9 base is located approximately ten (10) miles southwest of the  
10 town of Mountain Home in Elmore County, and covers approximately  
11 nine (9) square miles. Approximately eighty-five hundred (8,500)  
12 service men and women and their dependents live at the MHAFFB.  
13 The population of the city of Mountain Home and surrounding area  
14 is approximately ninety-one hundred (9,100). Land use  
15 surrounding the base is primarily agricultural.

16 6.3 The base, established in 1943, has been  
17 under several different commands. Since 1965, the base has been  
18 under the command of the Tactical Air Command ("TAC").

19 6.4 On August 30, 1990, MHAFFB was listed on the  
20 CERCLA National Priorities List. See 55 Fed. Reg. 35,502  
21 (August 30, 1990).  
22

23 VII. REGULATORY DETERMINATIONS

24 7.1 For purposes of this Agreement, the  
25 following constitutes a summary of the Regulatory Determinations  
26 upon which this Agreement is based. None of the Regulatory

27 FEDERAL FACILITY AGREEMENT

28 MOUNTAIN HOME AIR FORCE BASE - Page 12

October 9, 1991

1 Determinations related herein are admissions nor are they legally  
2 binding upon any Party with respect to any unrelated claims of  
3 person(s) not a Party to this Agreement.

4           7.2           MHAFB is a facility within the meaning of  
5 Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

6           7.3           Hazardous substances, pollutants, or  
7 contaminants within the meaning of Sections 101(14) and 104(a)(2)  
8 of CERCLA, 42 U.S.C. §§ 9601(14) and 9604(a)(2), have been  
9 disposed of at the Site;

10           7.4           There have been releases and there continue  
11 to be releases and threatened releases of hazardous substances,  
12 pollutants, or contaminants into the environment within the  
13 meaning of Sections 101(22), 104, 106, and 107 of CERCLA,  
14 42 U.S.C. §§ 9601(22), 9604, 9606, and 9607 at and from the Site;

15           7.5           With respect to those releases and  
16 threatened releases, USAF is a responsible person within the  
17 meaning of Section 107 of CERCLA, 42 U.S.C. § 9607;

18           7.6           The actions to be taken pursuant to this  
19 Agreement are reasonable and necessary to protect the public  
20 health or welfare or the environment; and

21           7.7           A reasonable time for beginning and/or  
22 completing the actions has been provided.

## 23 24                           VIII. SCOPE OF AGREEMENT

### 25                           A. Work to be Performed

26           8.1           Based upon available information, the

operable units covered by this Agreement include, but are not limited to, the following activities for the identified source areas:

(a) Limited Field Investigation(s) ("LFI"): USAF shall perform LFI(s) for the following Operable Unit(s):

- Operable Unit 1, which includes source areas FT-4, FT-5, FT-6, FT-7, DP-9, OT-10, SD-12, OT-15, OT-16, DP-18, ST-22, LF-3, SD-24, SD-25, SS-26, SD-27, SS-28, SS-29, SS-30, and other source areas that may be identified in the RCRA Facility Assessment ("RFA"), aerial photographs, and other investigations.

(b) Remedial Investigation/Feasibility Study ("RI/FS"): USAF shall perform RI/FS(s) for the following Operable Unit(s):

- Operable Unit 2, which includes source areas LF-1 and LF-2.
- Operable Unit 3, which includes sources areas LF-3, SS-11, and RW-14, and site-wide groundwater characterization. Sources from LFI OU 1 that require RI/FS, and sources at the Petroleum, Oil, and Lubricant ("POL") Storage Yard (ST-13).
- Operable Unit 4, which includes source area FT-8. (Early Action)

8.2 USAF will conduct and finance the cost of the LFI(s), IA(s), and RI/FS(s) in accordance with the applicable

1 Work Plan(s) and implement the RD/RA at the Site in accordance  
2 with the applicable Work Plan(s), and all relevant statutes,  
3 regulations, policies, guidance, and criteria.

4 8.3 All work performed pursuant to this  
5 Agreement shall be under the direction and supervision, or in  
6 consultation with a qualified engineer, geologist, or equivalent  
7 expert with expertise in hazardous substances site investigation  
8 and remediation.

9 8.4 USAF shall perform the tasks and submit  
10 plans, reports, and other documents as required by those  
11 provisions of any Work Plan(s).

12 8.5 These matters are set forth in more detail  
13 below, and in the subsequent Work Plans. This Agreement fully  
14 incorporates the provisions of any Work Plan(s). In the event of  
15 any inconsistency between this Agreement and any Work Plan, this  
16 Agreement shall govern unless and until duly amended pursuant to  
17 Part XXXIII of this Agreement.

18 B. Limited Field Investigations

19 8.6 USAF shall conduct Limited Field  
20 Investigations ("LFI") to identify whether potential source areas  
21 pose an unacceptable risk to human health or the environment,  
22 including whether these source areas may represent a significant  
23 source of soil and/or groundwater contamination. Prior to  
24 performing the LFI(s), a work plan will be developed identifying  
25 the Data Quality Objectives established, based on the conceptual  
26 site model development. A Sampling and Analysis Plan consisting



1 of a Field Sampling Plan and a Quality Assurance Project Plan  
2 will also be submitted as part of the work plan. Activities to  
3 be conducted during an LFI include limited Project Planning  
4 (Conceptual Site Model and Data Quality Objectives); Community  
5 Relations; Field Investigations; Sample Analysis/Validation; Data  
6 Evaluation; and Risk Assessment, as appropriate. At completion  
7 of the LFI, an LFI report which contains the findings of the  
8 investigation shall be submitted to the agencies for review and  
9 comment. A determination shall be made between the Project  
10 Managers as to the disposition of each of the source areas.

11 C. Interim Actions

12 8.7 USAF shall develop and implement Interim  
13 Actions ("IAS") which shall be consistent with CERCLA, the NCP,  
14 and any applicable guidance and policy.

15 D. Remedial Investigations

16 8.8 USAF shall develop, implement, and report  
17 upon remedial investigations of the Site which comply with  
18 applicable requirements of CERCLA, the NCP, and pertinent written  
19 guidance and established written U.S. EPA policy, and which is in  
20 accordance with the requirements and time schedules set forth in  
21 this Agreement.

22 E. Feasibility Studies

23 8.9 USAF shall design, propose, undertake, and  
24 report upon feasibility studies for the Site which comply with  
25 applicable requirements of CERCLA, the NCP, and relevant guidance  
26 and established U.S. EPA policy, and which is in accordance with

1 the requirements and time schedules set forth in this Agreement.

2 F. Remedial Actions

3 8.10 USAF shall develop and submit its proposed  
4 remedial action alternative following completion and approval of  
5 an RI and FS. IDHW may recommend the remedial action alternative  
6 it deems appropriate to U.S. EPA. Pursuant to and in accordance  
7 with Parts XX and XXI, the U.S. EPA Administrator, in  
8 consultation with USAF and IDHW, shall make final selection of  
9 the remedial action(s) for the Site.

10  
11 IX. PROJECT MANAGERS

12 9.1 Not later than five (5) days after the  
13 effective date of this Agreement, USAF, IDHW, and U.S. EPA shall  
14 each designate a Project Manager and alternate. Each Project  
15 Manager shall be responsible for overseeing his principal's  
16 duties concerning the implementation of this Agreement. All  
17 written communications between USAF and the regulatory agencies  
18 (including communication by letter, reports, notices, etc.),  
19 concerning activities related to this Agreement shall be directed  
20 or a copy sent to the appropriate Project Manager(s).

21 9.2 USAF, IDHW, and U.S. EPA may change their  
22 respective Project Manager(s) by sending a written notification  
23 to the other Parties no later than five (5) days before the date  
24 of such change.

25 9.3 Each Project Manager shall be, or rely on, a  
26 qualified and competent person with experience in hazardous

1 substances site investigations and remedial actions and having  
2 the skills necessary to implement this Agreement.

3           9.4           Project Managers shall have the authority  
4 to: (1) take samples, request split samples, and ensure that work  
5 is performed properly and in accordance with the terms of any  
6 final Management Plan; (2) observe all activities performed  
7 pursuant to this Agreement, take photographs, and make such other  
8 reports on the process of the work as the Project Managers deem  
9 appropriate; (3) review records, files, and documents relevant to  
10 this Agreement; (4) recommend and request minor field  
11 modifications to the work to be performed pursuant to the  
12 Agreement, or in techniques, procedures, or designs utilized in  
13 carrying out this Agreement; (5) exercise the authorities granted  
14 to them in this Part and the NCP, and (6) exercise those  
15 responsibilities granted in Paragraph 33.1.

16           9.5           The Project Managers or their alternates  
17 may, in accordance with Parts XX(J) and XXXIII of this Agreement,  
18 make modifications to the work to be performed pursuant to this  
19 Agreement, or in techniques, procedures, or design utilized in  
20 carrying out this Agreement, which are necessary to the  
21 completion of the project. Any minor field modification proposed  
22 by any Party pursuant to this Part must be approved orally by all  
23 Parties' Project Managers to be effective. The USAF Project  
24 Manager will make a contemporaneous record of such modification  
25 and approval in a written log, and a copy of the log entry will  
26 be provided as part of the next progress report. Even after

1 approval of the proposed modification, no Project Manager will  
2 require implementation by a government contractor without  
3 approval of the appropriate Government Contracting Officer.

4           9.5           The Project Manager for USAF shall be  
5 responsible for and coordinate the day-to-day field activities at  
6 the Site, and shall have all the authority vested in the  
7 On-Scene Coordinator and Remedial Project Manager by the NCP,  
8 40 CFR Part 300. The Project Managers for USAF shall be  
9 reasonably available to supervise work performed at the Site  
10 during implementation of the work performed pursuant to this  
11 Agreement and be available to the U.S. EPA and IDHW Project  
12 Managers for the pendency of this Agreement. The absence of the  
13 regulatory agency Project Managers from the Site shall not be  
14 cause for work stoppage or delay.

15  
16                           X. ACCESS

17           10.1           Without limitation on any authority  
18 conferred on them by law, the U.S. EPA, IDHW, and/or their  
19 authorized representatives, shall have authority to enter the  
20 Site at all reasonable times for the purposes of, among other  
21 things: (1) inspecting records, operating logs, contracts, and  
22 other documents relevant to implementation of this Agreement;  
23 (2) reviewing the progress of USAF, its response action  
24 contractors, or agents in implementing this Agreement;  
25 (3) conducting such tests as IDHW and U.S. EPA Project Managers  
26 deem necessary; and (4) verifying the data submitted to U.S. EPA

1 and IDHW by USAF. USAF shall honor all requests for such access  
2 by U.S. EPA and IDHW. However, such access shall be obtained in  
3 conformance with USAF security regulations. The Parties  
4 recognize that MHAFFB is a National Security Installation, thereby  
5 requiring that U.S. EPA and IDHW shall refrain from using cameras  
6 or recording devices at MHAFFB without the permission of the USAF  
7 escort. Such permission shall not be unreasonably withheld.  
8 USAF shall provide an escort whenever U.S. EPA or IDHW requires  
9 access to MHAFFB for purposes consistent with the provisions of  
10 this Agreement. The Parties agree that the provision of an  
11 escort will not unreasonably delay access. To the extent  
12 possible, U.S. EPA and IDHW shall provide reasonable notice to  
13 the USAF Project Manager to request necessary escorts. In the  
14 event that access requested by either U.S. EPA or IDHW is denied  
15 by USAF, USAF shall, within forty-eight (48) hours, provide a  
16 written explanation of the reason for the denial, including  
17 reference to the applicable regulations, and, upon request, a  
18 copy of such regulations. USAF shall expeditiously make  
19 alternative arrangements for accommodating the requested access.  
20 USAF shall not restrict the access rights of U.S. EPA or IDHW to  
21 any greater extent than USAF restricts the access rights of its  
22 contractors performing work pursuant to this Agreement.

23           10.2           To the extent that this Agreement requires  
24 access to property not owned and controlled by USAF, USAF shall  
25 exercise its authorities to obtain access pursuant to Section  
26 104(e) of CERCLA, 42 U.S.C. § 9604(e), and shall make every

1 reasonable effort to obtain signed access agreements for itself,  
2 its contractors, and agents, and provide U.S. EPA and IDHW with  
3 copies of such agreements. With respect to non-USAF property  
4 upon which monitoring wells, pumping wells, treatment facilities,  
5 or other response actions are to be located, the access  
6 agreements to the extent practicable shall also provide that no  
7 conveyance of title, easement, or other interest in the property  
8 shall be consummated without provisions for the continued  
9 operation of such wells, treatment facilities, or other response  
10 actions on the property. The access agreements should also  
11 provide to the extent practicable that the owners of any property  
12 where monitoring wells, pumping wells, treatment facilities, or  
13 other response actions are located shall notify the USAF, IDHW,  
14 and U.S. EPA by certified mail, at least thirty (30) days prior  
15 to any conveyance, of the property owner's intent to convey any  
16 interest in the property and of the provisions made for the  
17 continued operation of the monitoring wells, treatment  
18 facilities, or other response actions installed pursuant to this  
19 Agreement.

20           10.3           Nothing in this Part shall be construed to  
21 limit the discretion of USAF to exercise the authority of the  
22 President under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), as  
23 delegated by Executive Order 12580.

1                   XI.   SAMPLING AND DATA/DOCUMENT AVAILABILITY

2                   11.1       The Parties shall make available to each  
3 other quality assured results of sampling, tests, or other data  
4 generated by any Party, or on their behalf, with respect to the  
5 implementation of this Agreement within sixty (60) days of their  
6 collection or field testing. If quality assurance is not  
7 completed within sixty (60) days, data summary sheets or  
8 preliminary results shall be made available within the sixty (60)  
9 day period and quality assured data or results shall be submitted  
10 as they become available but in no event later than one hundred  
11 and twenty (120) days after the sampling or testing. The data  
12 summary sheets or preliminary results will not be used in a  
13 manner inconsistent with the objectives of the Work Plan(s).  
14 These periods can be extended upon mutual agreement among the  
15 Project Managers.

16                  11.2       At the request of either the IDHW or  
17 U.S. EPA Project Manager, USAF shall allow split or duplicate  
18 samples to be taken by IDHW or U.S. EPA during sample collection  
19 conducted in accordance with U.S. EPA QA/QC requirements during  
20 the implementation of this Agreement. USAF's Project Manager  
21 shall notify the U.S. EPA and IDHW Project Managers not less than  
22 fourteen (14) business days in advance of any well drilling,  
23 sample collection, or other monitoring activity, conducted  
24 pursuant to this Agreement. The fourteen (14) day notification  
25 can be waived upon mutual agreement among the Project Managers  
26 for USAF, U.S. EPA, and IDHW.

1           11.3       If preliminary analysis indicates a  
2 potential imminent and substantial endangerment to the public  
3 health, all Project Managers shall be immediately notified.  
4

5                   XII. QUALITY ASSURANCE

6           12.1       Throughout all sample collection,  
7 transportation, and analyses activities conducted in connection  
8 with this Agreement, USAF shall use procedures for quality  
9 assurance, and for quality control, and for chain-of-custody in  
10 accordance with approved U.S. EPA methods, including "Interim  
11 Guidelines and Specifications for Preparing Quality Assurance  
12 Project Plans," QAMS-005/80, "Data Quality Objective Guidance,"  
13 U.S. EPA 1540/687/003 and 004, and subsequent amendments to such  
14 guidelines. USAF shall require each laboratory it uses to  
15 perform all analyses according to approved U.S. EPA methods and  
16 to participate in a quality assurance/quality control program  
17 equivalent to that which is followed by U.S. EPA and which is  
18 consistent with U.S. EPA document QAMS-005/80.  
19

20                   XIII. REPORTING

21           13.1       USAF shall submit to IDHW and U.S. EPA  
22 quarterly or, at the option of USAF, more frequent written  
23 progress reports which describe the actions which USAF has taken  
24 during the previous quarter to implement the requirements of this  
25 Agreement. Quarterly reports are due on the 15th day of April,  
26 July, October, and January. Quarterly reports shall also



1 describe the activities scheduled to be taken during the upcoming  
2 quarter. Quarterly reports shall be prepared and submitted in  
3 accordance with the Work Plans.

4  
5 **XIV. NOTICE TO THE PARTIES**

6 14.1 All Parties shall expeditiously transmit  
7 primary and secondary documents, and all notices required herein.  
8 Time limitations shall commence upon receipt.

9 14.2 Notice to the individual Parties shall be  
10 provided under this Agreement to the following addresses:

11 (A) For the USAF:

12 Project Manager  
13 366 CSG/DEQ  
14 Mt. Home Air Force Base, Idaho 83648

15 (B) For U.S. EPA:

16 Francine Allans  
17 U.S. Environmental Protection Agency  
18 Idaho Operations Office  
19 422 W. Washington Street  
20 Boise, Idaho 83702

21 (C) For the State of Idaho:

22 MHAFFB Project Manager  
23 Hazardous Materials Bureau  
24 1410 N. Hilton  
25 Boise, Idaho 83706

26 **XV. PERMITS**

27 15.1 Nothing in this Agreement relieves USAF from  
28 the requirement of obtaining an otherwise applicable permit or  
other authorization whenever it proposes a response action

1 involving the shipment or movement off-site of a hazardous  
2 substance, or undertakes any activities not directly related to  
3 response actions at the Site.

4           15.2           The Parties recognize that under Sections  
5 121(d) and 121(e)(1) of CERCLA, 42 U.S.C. §§ 9621(d) and  
6 9621(e)(1), and the NCP, CERCLA response actions called for by  
7 this Agreement and conducted entirely on the Site and in  
8 compliance with CERCLA are exempted from the procedural  
9 requirement to obtain federal, state, or local permits, but must  
10 satisfy all ARARs which would have been included in any such  
11 permit. Efforts to satisfy such permit-related ARARs shall  
12 include, but not be limited to, consideration by the Parties of  
13 standards, requirements, criteria, or limitations of permits  
14 which would otherwise be required and how the proposed response  
15 action will meet such standards, requirements, criteria, or  
16 limitations.

## 17 18                   XVI. RETENTION OF RECORDS

19           16.1           The Parties shall preserve for a minimum of  
20 ten (10) years after termination of this Agreement all records  
21 and documents in their possession or in the possession of their  
22 divisions, employees, agents, accountants, contractors, or  
23 attorneys which relate to the presence of hazardous wastes and  
24 constituents, hazardous substances, pollutants, and contaminants  
25 at the Site or to the implementation of this Agreement, despite  
26 any document retention policy to the contrary. Upon request by

1 any Party, all Parties shall make available such records or  
2 documents, or true copies to one another. After this ten (10)  
3 year period, the Parties shall notify one another at least  
4 forty-five (45) days prior to destruction or disposal of any such  
5 documents or records.

6  
7 XVII. ADMINISTRATIVE RECORD

8 17.1 USAF agrees it shall establish and maintain  
9 an Administrative Record at or near the Site in accordance with  
10 Section 113(k) of CERCLA, 42 U.S.C. § 9613(k), the NCP, and  
11 applicable U.S. EPA guidance, and that a copy of this Agreement  
12 shall be placed in the Administrative Record. The Administrative  
13 Record developed by USAF shall be periodically updated, indexed,  
14 and a copy of each document included in the Administrative  
15 Record. Such documents will be provided to U.S. EPA and IDHW, if  
16 they are not already present in the regulatory agency's files.

17  
18 XVIII. CREATION OF DANGER/EMERGENCY ACTION

19 18.1 In the event U.S. EPA or IDHW determine that  
20 activities conducted pursuant to this Agreement, or any other  
21 circumstances or activities, are creating an imminent and  
22 substantial endangerment to the health or welfare of the people  
23 on the Site or in the surrounding area or to the environment,  
24 U.S. EPA or IDHW may require or order USAF to stop further  
25 implementation of this Agreement for twenty-four (24) hours or,  
26 upon agreement of the Parties, such period of time as needed to

1 abate the danger. Any unilateral work stoppage for longer than  
2 twenty-four (24) hours requires the concurrence of the U.S. EPA  
3 Division Director, in accordance with Paragraph 21.9.

4           18.2           In the event USAF determines that activities  
5 undertaken in furtherance of this Agreement or any other  
6 circumstances or activities at the Site are creating an imminent  
7 and substantial endangerment to the health or welfare of the  
8 people on the Site or in the surrounding area or to the  
9 environment, USAF may stop implementation of this Agreement for  
10 such periods of time necessary for U.S. EPA to evaluate the  
11 situation and determine whether USAF should proceed with  
12 implementation of the Agreement or whether the work stoppage  
13 should be continued until the danger is abated. USAF shall  
14 notify the Project Manager as soon as is possible, but not later  
15 than twenty-four (24) hours after such stoppage of work, and  
16 provide U.S. EPA with documentation of its analysis in reaching  
17 this determination. If U.S. EPA disagrees with the USAF  
18 determination, it may require USAF to resume implementation of  
19 this Agreement.

20           18.3           If U.S. EPA concurs in the work stoppage by  
21 USAF, or if U.S. EPA or IDHW require or order a work stoppage,  
22 USAF's obligations shall be suspended and the time periods for  
23 performance of that work, as well as the time period for any  
24 other work dependent upon the work which was stopped, shall be  
25 extended, pursuant to Part XXV of this Agreement. Any  
26 disagreements pursuant to this Part shall be resolved through the

1 dispute resolution procedures in Part XXI of the Agreement by  
2 referral directly to the DRC.

4 XIX. FIVE YEAR REVIEW

5 19.1 If a remedial action is selected that  
6 results in any hazardous substances, pollutants, or contaminants  
7 remaining at a Site, the Parties shall review such remedial  
8 action no less often than each five (5) years after the  
9 initiation of such remedial action to assure that human health  
10 and the environment are being protected by the remedial action  
11 being implemented. The U.S. EPA Project Manager and the IDHW  
12 Project Manager shall advise the USAF Project Manager of his or  
13 her findings in this regard. If USAF determines that additional  
14 action is required, the Agreement may be amended pursuant to Part  
15 XXXIII. USAF determination under this Part shall be subject to  
16 dispute resolution by the other Parties.

18 XX. CONSULTATION WITH U.S. EPA AND IDHW

19 A. Applicability

20 20.1 The provisions of this Part establish the  
21 procedures that shall be used by USAF, U.S. EPA, and IDHW to  
22 provide the Parties with appropriate notice, review, comment, and  
23 response to comments regarding RI/FS and RD/RA documents,  
24 specified herein as either primary or secondary documents. In  
25 accordance with Section 120 of CERCLA, 42 U.S.C. § 9620, and  
26 10 U.S.C. § 2705, USAF will normally be responsible for issuing

1 primary and secondary documents to U.S. EPA and IDHW. As of the  
2 effective date of this Agreement, all draft and final documents  
3 for any deliverable identified herein shall be prepared,  
4 distributed, and subject to dispute in accordance with Paragraphs  
5 20.3 through 20.24.

6           20.2           The designation of a document as "draft" or  
7 "final" is solely for purposes of consultation with U.S. EPA and  
8 IDHW in accordance with this Part. Such designation does not  
9 affect the obligation of the Parties to issue documents, which  
10 may be referred to herein as "final," to the public for review  
11 and comment as appropriate and as required by law.

12           B.   General Process for RI/FS and RD/RA Documents:

13           20.3           Primary documents include those documents  
14 that are major, discrete portions of RI/FS or RD/RA activities.  
15 Primary documents are initially issued by USAF in draft subject  
16 to review and comment by U.S. EPA and IDHW. Following receipt of  
17 comments on a particular draft primary document, USAF will  
18 respond to the comments received and issue a draft final primary  
19 document subject to dispute resolution. The draft final primary  
20 document will become the final primary document either thirty  
21 (30) days after the issuance of a draft final document if dispute  
22 resolution is not invoked, or as modified by decision of the  
23 dispute resolution process.

24           20.4           Secondary documents include those documents  
25 that are discrete portions of the primary documents and are  
26 typically input or feeder documents. Secondary documents are

1 issued by USAF in draft subject to review and comment by U.S. EPA  
2 and IDHW. Although USAF will respond to comments received, the  
3 draft secondary documents may be finalized in the context of the  
4 corresponding primary documents. A secondary document may be  
5 disputed at the time the corresponding draft final primary  
6 document is issued.

7 C. Primary Documents:

8 20.5 USAF shall complete and transmit the  
9 following draft primary documents to U.S. EPA and IDHW for review  
10 and comment in accordance with the provisions of this Part:

- 11 (a) RI/FS Work Plan(s), including the work plan and  
12 Sampling and Analysis Plan (Field Sampling Plan,  
13 Quality Assurance Project Plan), Health and  
14 Safety Plan, Community Relations Plan Amendments  
15 (b) Community Relations Plan  
16 (c) RI/FS Report  
17 (d) Record of Decision  
18 (e) Remedial Design, including plan specifications  
19 and bid package  
20 (f) Remedial Action Work Plan(s)

21 20.6 Only the draft final primary documents  
22 identified above shall be subject to dispute resolution. USAF  
23 shall complete and transmit draft primary documents in accordance  
24 with the timetable and deadlines established in Part XXIV of this  
25 Agreement. Primary documents may include target dates for  
26 subtasks as provided for in Paragraph 20.8. The purpose of  
27 target dates is to assist USAF in meeting deadlines, but target  
28 dates do not become enforceable by their inclusion in the primary

documents and are not subject to Parts XXII, XXIV, and/or XXV.

D. Secondary Documents:

20.7 USAF shall complete and transmit draft secondary documents to U.S. EPA and IDHW for review and comment in accordance with the provisions of this Part:

- (a) Health and Safety Plan
- (b) Limited Field Investigation Work Plan(s)
- (c) Limited Field Investigation Report(s)
- (d) Proposed Plan(s)
- (e) RI Report, including the Baseline Risk Assessment
- (f) 35% Remedial Design

20.8 Although U.S. EPA and IDHW intend to comment on the draft secondary documents listed above, such documents shall not be subject to dispute resolution except as provided by Paragraph 20.4. Target dates shall be established for the completion and transmission of draft secondary documents pursuant to Part XXIV of this Agreement.

E. Meetings of the Project Managers on Development of Documents

20.9 The Project Managers shall meet or confer approximately every thirty (30) days, except as otherwise agreed by the Parties, to review and discuss the progress of work being performed at the Site on the primary and secondary documents. Prior to preparing any draft document specified in Paragraphs 20.5 and 20.7 above, the Project Managers shall meet to discuss the document results in an effort to reach a common understanding, to the maximum extent practicable, with respect to



1 the results to be presented in the draft document.

2 F. Identification and Determination of Potential ARARs

3 20.10 For those primary or secondary documents  
4 that consist of or include ARAR determinations, prior to the  
5 issuance of a draft document, the Project Managers shall meet to  
6 identify and propose, to the best of their ability, all potential  
7 ARARs pertinent to the document being addressed. Draft ARAR  
8 determinations shall be prepared by USAF in accordance with  
9 Section 121(d)(2) of CERCLA, 42 U.S.C. § 9621(d)(2), the NCP, and  
10 pertinent written guidance issued by U.S. EPA and IDHW, which is  
11 not inconsistent with CERCLA and the NCP.

12 20.11 In identifying potential ARARs, the Parties  
13 recognize that ARARs can be identified on a site-specific basis  
14 and that ARARs depend on the specific hazardous substances,  
15 pollutants, and contaminants at a site, the particular actions  
16 proposed as a remedy, and the characteristics of a site. The  
17 Parties recognize that ARAR identification is necessarily an  
18 iterative process and that potential ARARs must be re-examined  
19 throughout the RI/FS process until a ROD is issued.

20 G. Review and Comment on Draft Documents

21 20.12 USAF shall complete and transmit each draft  
22 primary document to U.S. EPA and IDHW on or before the  
23 corresponding deadline established for the issuance of the  
24 document. USAF shall complete and transmit the draft secondary  
25 document in accordance with the target dates established for the  
26 issuance of such documents established pursuant to Part XXIV of

1 this Agreement.

2           20.13       Unless the Parties mutually agree to another  
3 time period, all draft documents shall be subject to a  
4 thirty (30) day period for review and comment. Review of any  
5 document by U.S. EPA or IDHW may concern all aspects of the  
6 document (including completeness) and should include, but is not  
7 limited to, technical evaluation of any aspect of the document,  
8 and consistency with CERCLA, the NCP, and any pertinent guidance  
9 or policy issued by the U.S. EPA or IDHW. Comments by U.S. EPA  
10 and IDHW shall be provided with adequate specificity so that USAF  
11 may respond to the comments and, if appropriate, make changes to  
12 the draft document. Comments shall refer to any pertinent  
13 sources of authority or references upon which the comments are  
14 based, and, upon request of USAF, U.S. EPA and IDHW shall provide  
15 a copy of the cited authority or reference. In cases involving  
16 complex or unusually lengthy documents, U.S. EPA and IDHW may  
17 jointly extend the thirty (30) day comment period for an  
18 additional twenty (20) days by written notice to USAF prior to  
19 the end of the thirty (30) day period. On or before the close of  
20 the comment period, U.S. EPA and IDHW shall deliver by next  
21 working day their written comments to USAF.

22           20.14       Representatives of USAF shall make  
23 themselves readily available to U.S. EPA and IDHW during the  
24 comment period for purposes of informally responding to questions  
25 and comments on draft documents. Oral comments made during such  
26 discussions need not be the subject of a written response by USAF

1 on the close of the comment period.

2           20.15       In commenting on a draft document which  
3 contains a proposed ARAR determination, U.S. EPA and IDHW shall  
4 include a reasoned statement of whether they object to any  
5 portion of the proposed ARAR determination. To the extent that  
6 U.S. EPA and IDHW do object, they shall explain the basis for  
7 their objection in detail and shall identify any ARARs which they  
8 believe were not properly addressed in the proposed ARAR  
9 determination.

10           20.16       Following the close of the comment period  
11 for a draft document, USAF shall give full consideration to all  
12 written comments on the draft document submitted during the  
13 comment period. Within thirty (30) days of the close of the  
14 comment period on a draft secondary document, USAF shall transmit  
15 to U.S. EPA and IDHW its written response to comments received  
16 within the comment period. Within thirty (30) days of the close  
17 of the comment period on a draft primary document, USAF shall  
18 transmit to U.S. EPA and IDHW a draft final primary document,  
19 which shall include USAF's response to all written comments,  
20 received within the comment period. While the resulting draft  
21 final document shall be the responsibility of USAF, it shall be  
22 the product of consensus to the maximum extent possible.

23           20.17       USAF may extend the thirty (30) day period  
24 for either responding to comments on a draft document or for  
25 issuing the draft final primary document for an additional  
26 twenty (20) days by providing timely written notice to U.S. EPA

1 and IDHW. In appropriate circumstances, this time period may be  
2 further extended in accordance with Part XXV.

3 H. Availability of Dispute Resolution for  
4 Draft Final Primary Documents

5 20.18 Dispute resolution shall be available to the  
6 Parties for draft final primary documents as set forth in  
7 Part XXI.

8 20.19 When dispute resolution is invoked on a  
9 draft primary document, work may be stopped in accordance with  
10 the procedures set forth in Part XXI regarding dispute  
11 resolution.

12 I. Finalization of Documents

13 20.20 The draft final primary document shall serve  
14 as the final primary document if no Party invokes dispute  
15 resolution regarding the document or, if invoked, at completion  
16 of the dispute resolution process should USAF's position be  
17 sustained. If USAF's determination is not sustained in the  
18 dispute resolution process, USAF shall prepare, within not more  
19 than thirty-five (35) days, a revision of the draft final  
20 document which conforms to the results of dispute resolution. In  
21 appropriate circumstances, the time period for this revision  
22 period may be extended in accordance with Part XXV hereof.

23 J. Subsequent Modifications of Final Documents

24 20.21 Following finalization of any primary  
25 document pursuant to Paragraph 20.20 above, U.S. EPA, IDHW, or  
26

1 USAF may seek to modify the document, including seeking  
2 additional field work, pilot studies, computer modeling, or other  
3 supporting technical work, only as provided in Paragraphs 20.22  
4 and 20.23.

5           20.22       U.S. EPA, IDHW, or USAF may seek to modify a  
6 document after finalization if it determines, based on new  
7 information (i.e., information that became available, or  
8 conditions that became known, after the document was finalized)  
9 that the requested modification is necessary. U.S. EPA, IDHW, or  
10 USAF may seek such a modification by submitting a concise written  
11 request to the Project Managers of the other Parties. The  
12 request shall specify the nature of the requested modification  
13 and how the request is based on new information.

14           20.23       In the event that a consensus among the  
15 Parties is reached, the written modification signed by the  
16 Project Managers shall be attached to the final document and  
17 incorporated by reference. In the event that a consensus is not  
18 reached by the Project Managers on the need for a modification,  
19 either U.S. EPA, IDHW, or USAF may invoke dispute resolution as  
20 provided in Part XXI to determine if such modification shall be  
21 conducted. Modification of a document shall be required only  
22 upon a showing that: (1) the requested modification is based on  
23 significant new information, and (2) the requested modification  
24 could be of significant assistance in evaluating impacts on the  
25 public health or the environment, in evaluating the selection of  
26 remedial alternatives, or in protecting human health and the

1 environment.

2           20.24       Nothing in this Subpart shall alter the  
3 ability of U.S. EPA or IDHW to request the performance of  
4 additional work which was not contemplated by this Agreement.  
5 USAF's obligation to perform such work must be established by  
6 either a modification of a document or by amendment to this  
7 Agreement.

8  
9                           XXI. RESOLUTION OF DISPUTES

10           21.1       Except as specifically set forth elsewhere  
11 in this Agreement, if a dispute arises under this Agreement, the  
12 procedures of this Part shall apply. All Parties to this  
13 Agreement shall make reasonable efforts to informally resolve  
14 disputes at the Project Manager or immediate supervisor level.  
15 If resolution cannot be achieved informally, the procedures of  
16 this Part shall be implemented to resolve a dispute.

17           21.2       Within thirty (30) days after: (1) the  
18 issuance of a draft final primary document pursuant to this  
19 Agreement, or (2) any action which leads to or generates a  
20 dispute, the disputing Party shall submit to the Dispute  
21 Resolution Committee ("DRC") a written statement of dispute  
22 setting forth the nature of the dispute, the work affected by the  
23 dispute, the disputing Party's position with respect to the  
24 dispute and the technical, legal, or factual information the  
25 disputing Party is relying upon to support its position.

26           21.3       Prior to any Party's issuance of a written

1 statement of dispute, the disputing Party shall engage the other  
2 Party in informal dispute resolution among the Project Managers  
3 and/or their immediate supervisors. During this informal dispute  
4 resolution period the Parties shall meet as many times as are  
5 necessary to discuss and attempt resolution of the dispute.

6           21.4           The DRC will serve as a forum for resolution  
7 of disputes for which agreement has not been reached through  
8 informal dispute resolution. The Parties shall each designate  
9 one individual and an alternate to serve on the DRC. The  
10 individuals designated to serve on the DRC shall be employed at  
11 the policy level (SES or equivalent) or be delegated the  
12 authority to participate on the DRC for the purposes of dispute  
13 resolution under this Agreement. The U.S. EPA representative on  
14 the DRC is the Hazardous Waste Division Director ("Division  
15 Director") of U.S. EPA's Region 10. USAF's designated member is  
16 the Director of Environmental Management, Headquarters, Tactical  
17 Air Command. IDHW's designated member is the Hazardous Materials  
18 Bureau Chief. Written notice of any delegation of authority from  
19 a Party's designated representative on the DRC shall be provided  
20 to all other Parties.

21           21.5           Following elevation of a dispute to the DRC,  
22 the DRC shall have twenty-one (21) days to unanimously resolve  
23 the dispute and issue a written decision. If the DRC is unable to  
24 unanimously resolve the dispute within this twenty-one (21) day  
25 period the written statement of dispute shall be forwarded to the  
26 Senior Executive Committee (SEC) for resolution, within seven (7)

1 days after the close of the twenty-one (21) day resolution  
2 period.

3                   21.6           The SEC will serve as the forum for  
4 resolution of disputes for which agreement has not been reached  
5 by the DRC. The U.S. EPA representative on the SEC is the  
6 Regional Administrator of U.S. EPA's Region 10. USAF's  
7 representative on the SEC is the Deputy Chief of Staff,  
8 Engineering and Services, Tactical Air Command. IDHW's  
9 representative on the SEC is the IDHW Administrator of the  
10 Division of Environmental Quality. The SEC members shall, as  
11 appropriate, confer, meet, and exert their best efforts to  
12 resolve the dispute and issue a written decision. If unanimous  
13 resolution of the dispute is not reached within twenty-one (21)  
14 days, U.S. EPA's Regional Administrator shall issue a written  
15 position on the dispute. USAF or IDHW may, within fourteen (14)  
16 days of the Regional Administrator's issuance of U.S. EPA's  
17 position, issue a written notice elevating the dispute to the  
18 Administrator of U.S. EPA for resolution in accordance with all  
19 applicable laws and procedures. In the event that USAF or IDHW  
20 elect not to elevate the dispute to the Administrator within the  
21 designated fourteen (14) day escalation period, USAF and/or IDHW  
22 shall be deemed to have agreed with the Regional Administrator's  
23 written position with respect to the dispute.

24                   21.7           Upon escalation of a dispute to the  
25 Administrator of U.S. EPA pursuant to Paragraph 21.6, the  
26 Administrator will review and resolve the dispute within



1 twenty-one (21) days. Upon request, and prior to resolving the  
2 dispute, the U.S. EPA Administrator shall meet and confer with  
3 USAF's Secretariat Representative and a representative from IDHW  
4 to discuss the issue(s) under dispute. The Administrator will  
5 provide notice to both Parties of either Party's request to meet  
6 or confer with respect to any such dispute and will provide an  
7 adequate opportunity for both Parties to participate in any  
8 meeting or conference convened to resolve such dispute. Upon  
9 resolution, the Administrator shall provide USAF and IDHW with a  
10 written final decision setting forth resolution of the dispute.  
11 The duties of the Administrator set forth in this Part shall not  
12 be delegated.

13           21.8           The pendency of any dispute under this Part  
14 shall not affect USAF's responsibility for timely performance of  
15 the work required by this Agreement, except that the time period  
16 for completion of work affected by such dispute shall be extended  
17 for a period of time usually not to exceed the actual time taken  
18 to resolve any good faith dispute in accordance with the  
19 procedures specified herein. All elements of the work required  
20 by this Agreement which are not affected by the dispute shall  
21 continue and be completed in accordance with the applicable  
22 schedule.

23           21.9           When dispute resolution is in progress, work  
24 affected by the dispute will immediately be discontinued if the  
25 Division Director for U.S. EPA's Region 10 or the IDHW Program  
26 Manager request, in writing, that work related to the dispute be

1 stopped because, in U.S. EPA's or IDHW's opinion, such work is  
2 inadequate or defective, and such inadequacy or defect is likely  
3 to yield an adverse effect on human health or the environment, or  
4 is likely to have a substantial adverse effect on the remedy  
5 selection or implementation process. To the extent possible,  
6 U.S. EPA and IDHW shall consult with all Parties prior to  
7 initiating a work stoppage request. After stoppage of work, if  
8 USAF believes that the work stoppage is inappropriate or may have  
9 potential significant adverse impacts, USAF may meet with the  
10 U.S. EPA Division Director and IDHW equivalent to discuss the  
11 work stoppage. Following this meeting, and further consideration  
12 of the issues, the U.S. EPA Division Director will issue, in  
13 writing, a final decision with respect to the work stoppage. The  
14 final written decision of the U.S. EPA Division Director may  
15 immediately be subjected to formal dispute resolution. Such  
16 dispute may be brought directly to either the DRC or the SEC, at  
17 the discretion of USAF or IDHW.

18           21.10       Within twenty-one (21) days of resolution of  
19 a dispute pursuant to the procedures specified in this Part, USAF  
20 shall incorporate the resolution and final determination into the  
21 appropriate plan, schedule, or procedures and proceed to  
22 implement this Agreement according to the amended plan, schedule,  
23 or procedures.

24           21.11       Resolution of a dispute pursuant to this  
25 Part of the Agreement constitutes a final resolution of that  
26 dispute arising under this Agreement. All Parties shall abide by

1 all terms and conditions of any final resolution of dispute  
2 obtained pursuant to this Part of this Agreement, except as  
3 provided in Paragraph 36.2(b).

4  
5 XXII. ENFORCEABILITY

6 22.1 The Parties agree that:

7 (a) Upon its effective date, this Agreement is  
8 enforceable by any person pursuant to Section 310 of CERCLA,  
9 42 U.S.C. § 9659, and any violation of such standard, regulation,  
10 condition, requirement, or order contained herein will be subject  
11 to civil penalties under Sections 310(c) and 109 of CERCLA,  
12 42 U.S.C. §§ 9659(c) and 9609;

13 (b) All timetables or deadlines associated with  
14 the RI/FS shall be enforceable by any person pursuant to Section  
15 310 of CERCLA, 42 U.S.C. § 9659, and any violation of such  
16 timetables or deadlines will be subject to civil penalties under  
17 Sections 310(c) and 109 of CERCLA, 42 U.S.C. §§ 9659(c) and 9609;

18 (c) All terms and conditions of this Agreement  
19 which relate to interim actions or final remedial actions,  
20 including corresponding timetables, deadlines, or schedules, and  
21 all work associated with the interim actions or final remedial  
22 actions, shall be enforceable by any person pursuant to Section  
23 310(c) of CERCLA, 42 U.S.C. § 9659(c), and any violation of such  
24 terms or conditions will be subject to civil penalties under  
25 Sections 310(c) and 109 of CERCLA, 42 U.S.C. §§ 9659(c) and 9609;  
26 and

1 (d) Any final resolution of a dispute pursuant  
2 to Part XXI of this Agreement which establishes a term,  
3 condition, timetable, deadline, or schedule shall be enforceable  
4 by any person pursuant to Section 310(c) of CERCLA, 42 U.S.C.  
5 § 9659(c), and any violation of such term, condition, timetable,  
6 deadline, or schedule will be subject to civil penalties under  
7 Sections 310(c) and 109 of CERCLA, 42 U.S.C. §§ 9659(c) and 9609.

8 22.2 Nothing in this Agreement shall be construed  
9 as authorizing any person to seek judicial review of any action  
10 or work where review is barred by any provision of CERCLA,  
11 including Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

12 22.3 The Parties agree that all Parties shall  
13 have the right to enforce the terms of this Agreement.

14  
15 XXIII. STIPULATED PENALTIES

16 23.1 In the event that USAF fails to submit a  
17 primary document to U.S. EPA and IDHW pursuant to the appropriate  
18 timetable or deadline in accordance with the requirements of this  
19 Agreement, or fails to comply with a term or condition of this  
20 Agreement which relates to an interim action or final remedial  
21 action, U.S. EPA may assess, after consultation with IDHW, a  
22 stipulated penalty against USAF. A stipulated penalty may be  
23 assessed in an amount not to exceed five thousand dollars  
24 (\$5,000) for the first week (or part thereof), and ten thousand  
25 dollars (\$10,000) for each additional week (or part thereof) for  
26 which a failure set forth in this paragraph occurs.

23.2 Upon determining that USAF has failed in a manner set forth in Paragraph 23.1, U.S. EPA shall so notify USAF in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, USAF shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure did, in fact, occur. USAF shall not be liable for the stipulated penalty assessed by U.S. EPA if the failure is determined, through the dispute resolution process, not to have occurred. No assessment of a stipulated penalty shall be final until the conclusion of dispute resolution procedures related to the assessment of the stipulated penalty.

23.3 The annual reports required by Section 120(e)(5) of CERCLA, 42 U.S.C. § 9620(e)(5), shall include, with respect to each final assessment of a stipulated penalty against USAF under this Agreement, each of the following:

- a. The facility responsible for the failure;
- b. A statement of the facts and circumstances giving rise to the failure;
- c. A statement of any administrative or other corrective action taken at the relevant facility, or a statement of why such measures were determined to be inappropriate;
- d. A statement of any additional action taken by or at the facility to prevent recurrence of the same type of failure; and
- e. The total dollar amount of the stipulated penalty assessed for the particular failure.

23.4 Stipulated penalties assessed pursuant to this Part shall be payable to the Hazardous Substances Response Trust Fund only in the manner and to the extent expressly provided for in Acts authorizing funds for, and appropriations to, the Department of Defense.

23.5 In no event shall this Part give rise to a stipulated penalty in excess of the amount set forth in Section 109 of CERCLA, 42 U.S.C. § 9609.

23.6 This Part shall not affect USAF's ability to obtain an extension of a timetable, deadline, or schedule pursuant to Part XXV of this Agreement.

23.7 Nothing in this Agreement shall be construed to render any officer or employee of USAF personally liable for the payment of any stipulated penalty assessed pursuant to this Part.

#### XXIV. DEADLINES

24.1 With respect to the Operable Units identified in Paragraph 8.1, deadlines (subject to extension pursuant to Parts XXV and XXXIII) for the draft primary documents are established as follows:

Date:

Operable Unit 1:

N/A

Operable Unit 2:

a. Draft RI/FS Report

8/4/92

c. Draft ROD

1/31/93

Operable Unit 3:

- a. Draft RI/FS Work Plan 5/12/92
- b. Draft RI/FS Report 10/4/94
- c. Draft ROD 4/2/95

Operable Unit 4:

- a. Draft RI/FS Report 9/9/91
- b. Draft ROD 3/7/92

24.2 Target dates for completion of the draft secondary documents identified in Paragraph 20.7(a) through (e) are listed in Table 1 of the attached Scope of Work.

24.3 Within twenty-one (21) days of issuance of each Record of Decision, USAF shall propose target dates for completion of the draft secondary documents identified in Paragraph 20.7(f) and deadlines for completion of the following draft primary documents:

- a. Remedial Design
- b. Remedial Action Work Plan

24.4 Within fifteen (15) days of receipt of the proposed deadlines submitted pursuant to Paragraph 24.3, U.S. EPA, in conjunction with IDHW, shall review and provide comments to USAF regarding the proposed deadlines and target dates. Within fifteen (15) days following receipt of the comments USAF shall, as appropriate, make revisions and reissue the proposal. The Parties shall meet as necessary to discuss and finalize the proposed deadlines and target dates. If the Parties agree on proposed deadlines and target dates, the finalized deadlines and target dates shall be incorporated into the

1 appropriate Work Plans. If the Parties fail to agree within  
2 thirty (30) days on any of the proposed deadlines, the disputed  
3 deadlines shall immediately be submitted for dispute resolution  
4 pursuant to Part XXI of this Agreement. The final deadlines  
5 established pursuant to this paragraph shall be published by  
6 U.S. EPA, in conjunction with IDHW.

7           24.5       The deadlines set forth in this Part, or to  
8 be established as set forth in this Part, may be extended  
9 pursuant to Part XXV of this Agreement. The Parties recognize  
10 that one possible basis for extension of the deadlines for  
11 completion of the RI/FS Reports is the identification of  
12 significant new Site conditions during the performance of the RI.

13  
14                               XXV. EXTENSIONS

15           25.1       Either a timetable and deadline or a  
16 schedule shall be extended upon receipt of a timely request for  
17 extension and when good cause exists for the requested extension.  
18 Any request for extension by USAF shall be submitted in writing  
19 to the Project Managers and shall specify:

- 20           a.   The timetable and deadline or the schedule that  
21               is sought to be extended;  
22           b.   The length of the extension sought;  
23           c.   The good cause(s) for the extension; and  
24           d.   Any related timetable and deadline or schedule  
25               that would be affected if the extension were  
26               granted.



1 Good cause exists for an extension when sought in regard to:

- 2 a. An event of Force Majeure;
- 3 b. A delay caused by another Party's failure to meet
- 4 any requirement of this Agreement;
- 5 c. A delay caused by the good faith invocation of
- 6 dispute resolution or the initiation of judicial
- 7 action;
- 8 d. A delay caused, or which is likely to be caused,
- 9 by the grant of an extension in regard to another
- 10 timetable and deadline or schedule; and
- 11 e. Any other event or series of events mutually
- 12 agreed to by the Parties as constituting good
- 13 cause.

14 25.2 Absent agreement of the Parties with respect  
15 to the existence of good cause, USAF may seek to obtain a  
16 determination through the dispute resolution process that good  
17 cause exists.

18 25.3 Within seven (7) days of receipt of a  
19 request for an extension of a timetable and deadline or a  
20 schedule, U.S. EPA and IDHW shall advise USAF in writing of its  
21 position on the request. Any failure by U.S. EPA or IDHW to  
22 respond within the seven (7) day period shall be deemed to  
23 constitute concurrence in the request for extension up to a  
24 maximum of fourteen (14) days. If U.S. EPA does not concur in  
25 the requested extension, it shall include in its statement of  
26 nonconcurrence an explanation of the basis for its position.

27 25.4 If there is consensus among the Project  
28 Managers, or their alternates, that the requested extension is  
warranted, USAF shall confirm the extension of the affected

1 timetable, deadline, or schedule in writing. If there is no  
2 consensus among the Project Managers as to whether all or part of  
3 the requested extension is warranted, the timetable and deadline  
4 or schedule shall not be extended except in accordance with  
5 determination resulting from the dispute resolution process.

6           25.5           Within seven (7) days of receipt of a  
7 statement of nonconcurrence with the requested extension, USAF  
8 may invoke dispute resolution.

9           25.6           A timely and good faith request for an  
10 extension shall toll any assessment of stipulated penalties or  
11 application for judicial enforcement of the affected timetable  
12 and deadline or schedule until a decision is reached on whether  
13 the requested extension will be approved. If dispute resolution  
14 is invoked and the requested extension is denied, stipulated  
15 penalties may be assessed and may accrue from the date of the  
16 original timetable and deadline or schedule. Following the grant  
17 of an extension, an assessment of stipulated penalties or an  
18 application for judicial enforcement may be sought only to compel  
19 compliance with the timetable and deadline or schedule as most  
20 recently extended.

21  
22                           XXVI.   FORCE MAJEURE

23           26.1           Force Majeure shall mean any event arising  
24 from causes beyond the control of a Party that causes a delay in  
25 or prevents the performance of any obligation under this  
26 Agreement, including, but not limited to:

27 FEDERAL FACILITY AGREEMENT

28 MOUNTAIN HOME AIR FORCE BASE - Page 49

October 9, 1991

1           a.   acts of God; fire, war; insurrection; civil  
2 disturbance; or explosion;  
3           b.   unanticipated breakage or accident to machinery,  
4 equipment, or lines of pipe despite reasonably diligent  
5 maintenance;  
6           c.   adverse weather conditions that could not be  
7 reasonably anticipated, or unusual delay in transportation;  
8           d.   restraint by court order or order of public  
9 authority;  
10          e.   inability to obtain, at a reasonable cost and  
11 after exercise of reasonable diligence, any necessary  
12 authorizations, approvals, permits, or licenses due to action or  
13 inaction of any governmental agency or authority other than USAF;  
14          f.   delays caused by compliance with applicable  
15 statutes or regulations governing contracting, procurement, or  
16 acquisition procedures, despite the exercise of reasonable  
17 diligence; and  
18          g.   insufficient availability of appropriated funds,  
19 if USAF shall have made timely request for such funds as part of  
20 the budgetary process as set forth in Section XXVII of this  
21 Agreement. If such an event occurs, IDHW may exercise its rights  
22 as provided in Paragraph 27.6, but U.S. EPA shall be bound by  
23 this Force Majeure and shall not assess stipulated penalties.

24           26.2       Force Majeure shall also include any strike  
25 or other labor dispute, whether or not within the control of the  
26 Parties affected thereby. Force Majeure shall not include

1 increased costs or expenses of response actions, whether or not  
2 anticipated at the time such response actions were initiated.

3           26.3           Any claim of Force Majeure shall be subject  
4 to dispute resolution and, where applicable, to the limitations  
5 of Paragraph 27.6.  
6

7                                   XVII. FUNDING

8           27.1           It is the expectation of the Parties to this  
9 Agreement that all obligations of USAF arising under this  
10 Agreement will be fully funded. USAF agrees to seek sufficient  
11 funding through the Department of Defense budgetary process to  
12 fulfill its obligations under this Agreement.

13           27.2           In accordance with Section 120(e)(5)(B) of  
14 CERCLA, 42 U.S.C. § 9620(e)(5)(B), USAF shall provide to the  
15 Department of Defense for its annual report to Congress the  
16 specific cost estimates and budgetary proposals associated with  
17 the implementation of this Agreement.

18           27.3           Funds authorized and appropriated annually  
19 by Congress under the "Environmental Restoration, Defense"  
20 appropriation in the U.S. Department of Defense Appropriation Act  
21 and allocated by the DASD(E) to USAF will be the source of funds  
22 for activities required by this Agreement consistent with Section  
23 211 of SARA, 10 U.S.C. Chapter 160. However, should the  
24 Environmental Restoration, Defense appropriation be inadequate in  
25 any year to meet the total USAF CERCLA implementation  
26 requirements, the Department of Defense shall employ and USAF

1 shall follow a standardized Department of Defense prioritization  
2 process which allocates that year's appropriations in a manner  
3 which maximizes the protection of human health and the  
4 environment. A standardized Department of Defense prioritization  
5 model is being developed and shall be utilized with the  
6 assistance of U.S. EPA and the states.

7           27.4           Any requirement for the payment or  
8 obligation of funds, including stipulated penalties, by USAF  
9 established by the terms of this Agreement shall be subject to  
10 the availability of appropriated funds, and no provision herein  
11 shall be interpreted to require obligation or payment of funds in  
12 violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. In cases  
13 where payment or obligation of funds, including stipulated  
14 penalties, would constitute a violation of the Anti-Deficiency  
15 Act, the dates established requiring the payment or obligation of  
16 such funds shall be appropriately adjusted.

17           27.5           If appropriated funds are not available to  
18 fulfill USAF's obligations under this Agreement, U.S. EPA and  
19 IDHW reserve the right to initiate an action against any other  
20 person or to take any response action which would be appropriate  
21 absent this Agreement.

22           27.6           USAF maintains that any requirement for the  
23 payment or obligation of funds under this Agreement is subject to  
24 the availability of appropriated funds, and that the  
25 unavailability of such funds constitutes a valid defense to any  
26 judicial action that might be brought to enforce the terms of

1 this Agreement. Notwithstanding Paragraphs 27.1, 27.2, 27.3,  
2 27.4, and 27.5 above, IDHW does not agree that lack of  
3 appropriation or funding constitutes a valid defense to  
4 performance by USAF. However, the Parties agree and stipulate  
5 that it is premature to raise and adjudicate the validity of such  
6 a defense at this time. If sufficient funds are not available to  
7 fulfill USAF's obligations under this Agreement, the Parties  
8 shall meet to discuss the funding shortfall, the ways of  
9 resolving it, and whether it is appropriate to adjust the  
10 deadlines set forth pursuant to Part XXIV affected by the funding  
11 shortfall. Any Party may elevate the issue(s) directly to the  
12 SEC for resolution. Six (6) months after the failure of USAF to  
13 meet a deadline because of lack of funding, IDHW shall have the  
14 right to seek judicial enforcement of this Agreement. This  
15 Paragraph is not subject to Part XXI, but does not exclude the  
16 consensual use of Part XXI. Acceptance of this Paragraph 27.6  
17 does not constitute a waiver by USAF of the applicability of any  
18 appropriate provisions of the Anti-Deficiency Act, 31 U.S.C.  
19 § 1341, to the terms of this Agreement.

#### 21 XXVIII. RECOVERY OF EXPENSES

22 28.1 USAF and U.S. EPA agree to amend this Part  
23 at a later date in accordance with any subsequent resolution of  
24 the currently contested issue of cost reimbursement.

25 28.2 Reimbursement of IDHW's expenses will be in  
26 accordance with the Defense/State Memorandum of Agreement

1 ("DSMOA").

2 28.3 Nothing in this Agreement shall be construed  
3 to constitute a waiver of any claims by the State for any  
4 expenses incurred prior to the effective date of this Agreement.

5  
6 XXIX. OTHER CLAIMS

7 29.1 Nothing in this Agreement shall constitute  
8 or be construed as a bar or release from any claim, cause of  
9 action, or demand in law or equity by or against any persons,  
10 firm, partnership, or corporation not a signatory to this  
11 Agreement for any liability it may have arising out of or  
12 relating in any way to this Agreement or the generation, storage,  
13 treatment, handling, transportation, release, or disposal of any  
14 hazardous substances, hazardous wastes, hazardous constituents,  
15 pollutants, or contaminants found at, taken to, or taken from  
16 MHAFB.

17 29.2 U.S. EPA and IDHW shall not be held as a  
18 Party to any contract entered into by USAF to implement the  
19 requirements of this Agreement.

20 29.3 USAF shall notify the appropriate federal  
21 and state natural resource trustees as required by Section  
22 104(b)(2) of CERCLA, 42 U.S.C. § 9604(b)(2), and Section 2(e)(2)  
23 of Executive Order 12580. Except as provided in this Agreement,  
24 USAF is not released from any liability which it may have  
25 pursuant to any provisions of state and federal law. USAF is not  
26 released from any claim for damages for liability for destruction

1 or loss of natural resources.

2           29.4           This Agreement shall not restrict U.S. EPA  
3 and/or IDHW from taking any legal or response action for any  
4 matter not covered by this Agreement.

5  
6                           XXX. OTHER APPLICABLE LAWS

7           30.1           All actions required to be taken pursuant to  
8 this Agreement shall be undertaken in accordance with the  
9 requirements of all applicable state and federal laws and  
10 regulations unless an exemption from such requirements is  
11 provided in this Agreement, CERCLA, or the NCP.

12  
13                           XXXI. CONFIDENTIAL INFORMATION

14           31.1           USAF may assert on its own behalf, or on  
15 behalf of a contractor, subcontractor, or consultant, a  
16 confidentiality claim covering all or part of the information  
17 requested by this Agreement pursuant to Section 104 of CERCLA,  
18 42 U.S.C. § 9604. Analytical data shall not be claimed as  
19 confidential by USAF. Information determined to be confidential  
20 by USAF pursuant to 40 C.F.R. Part 2 shall be afforded the  
21 protection specified therein and such information shall be  
22 treated by IDHW as confidential, to the extent permitted by state  
23 law. If IDHW is unable to afford the confidentiality protection,  
24 USAF is not required to submit the data to IDHW. If no claim of  
25 confidentiality accompanies the information when it is submitted  
26 to either regulatory agency, the information may be made



1 available to the public without further notice to USAF.

3 XXXII. TRANSFER OF PROPERTY

4 32.1 Conveyance of title, easement, or other  
5 interest in MHAFB shall be in accordance with Section 120(h) of  
6 CERCLA, 42 U.S.C. § 9620(h), and any applicable regulations  
7 thereunder.

9 XXXIII. MODIFICATION/AMENDMENT OF AGREEMENT

10 33.1 Modifications to and/or actions taken  
11 pursuant to Paragraph 8.1 (Work to be Performed), Part XI  
12 (Sampling and Data/Document Availability), Part XII (Quality  
13 Assurance), Part XX (Consultation with U.S. EPA and IDHW),  
14 Part XXIV (Deadlines), and Part XXV (Extensions) may be effected  
15 by the unanimous agreement of the Project Managers.

16 33.2 Modifications or amendments not permitted by  
17 Paragraph 33.1 may be effected only by the unanimous agreement of  
18 the signatories or upon completion of Dispute Resolution, as  
19 applicable.

20 33.3 Any modification or amendment shall be  
21 reduced to writing; shall be effective as of the date it is  
22 signed by all the Project Managers or signatories, as applicable;  
23 and shall be incorporated into, and modify, this Agreement.

1 XXXIV. SEVERABILITY

2 34.1 If any provision of this Agreement is ruled  
3 invalid, illegal, or unconstitutional, the remainder of the  
4 Agreement shall not be affected by such ruling.  
5

6 XXXV. TERMINATION AND SATISFACTION

7 35.1 The provisions of this Agreement shall be  
8 deemed satisfied upon a consensus of the Parties that USAF has  
9 completed its obligations under the terms of this Agreement. Any  
10 Party may propose in writing the termination of this Agreement  
11 upon a showing that the requirements of this Agreement have been  
12 satisfied. A Party opposing termination of this Agreement shall  
13 serve its objection upon the proposing Party within thirty (30)  
14 days of receipt of the proposal. Any objection shall describe in  
15 detail the additional work needed to satisfy the requirements of  
16 the Agreement. Any Party may invoke dispute resolution as to the  
17 request for or objection to a proposal to terminate.  
18

19 XXXVI. RESERVATION OF RIGHTS

20 36.1 The Parties have determined that the  
21 activities to be performed under this Agreement are in the public  
22 interest. U.S. EPA and IDHW agree that compliance with this  
23 Agreement shall stand in lieu of any administrative and judicial  
24 remedies against USAF which are available to U.S. EPA and IDHW  
25 regarding releases or threatened releases of hazardous substances  
26 at MHAFFB which are the subject of the activities performed by

1 USAF under this Agreement.

2 36.2 Nothing in this Agreement shall preclude  
3 U.S. EPA or IDHW from exercising any administrative or judicial  
4 remedies available to them under the following circumstances:

5 (a) Upon discovery of new information regarding  
6 hazardous substances, including, but not limited to, information  
7 regarding releases of hazardous substances to the environment  
8 which are not covered by this Agreement; or

9 (b) Upon IDHW's determination, after dispute  
10 resolution, that a proposed remedy will not be protective of  
11 human health and the environment under CERCLA. If IDHW exercises  
12 its rights under this subparagraph, it shall withdraw from the  
13 Agreement within sixty (60) days following the effective date of  
14 the ROD.

15 36.3 IDHW reserves the right, if any, under HWMA  
16 to enforce permit requirements, including corrective action.  
17 IDHW agrees to exhaust its rights under Part XXI prior to taking  
18 any action to enforce the permit corrective action requirements.

19 36.4 This Agreement shall not transfer U.S. EPA's  
20 authorities as prohibited by Section 120(g) of CERCLA, 42 U.S.C.  
21 § 9620(g), or in any way authorize a physically inconsistent  
22 response action, as prohibited by Section 122(e)(6) of CERCLA,  
23 42 U.S.C. § 122(e)(6), or provide for review inconsistent with  
24 Section 113(h) of CERCLA, 42 U.S.C. § 9613(h), subject to  
25 exhaustion of rights under Part XXI.

26 36.5 In the event of any administrative or

MOUNTAIN HOME AIR FORCE BASE  
FEDERAL FACILITY AGREEMENT SCOPE OF WORK

## 1.0 Introduction

The purpose of this attachment is to set forth the elements of work required to be performed, prior to the final Record of Decision (ROD), to respond to all hazardous substance releases or threat of releases at or from the Mountain Home Air Force Base (MHAFB) which may pose a threat to human health or the environment. This document provides the site management approach to implement the remedial response process under this Agreement. The source areas at MHAFB have been divided into manageable operable units (OU) and a schedule has been developed for performing the general remedial activities at each OU, as well as, the optimal sequence for performing each OU. The OUs at MHAFB have been divided into three categories of remedial activities:

- Remedial Investigation/Feasibility Study (RI/FS) OUs
- Interim Action (IA) OUs
- Limited Field Investigation (LFI) OUs

All response activities performed by USAF shall be consistent with the Agreement. Table 1 represents work schedules for completion of the decision process for each identified OU and was developed by the three parties during the Federal Facility Agreement negotiations. The table depicts starting, interim and completion dates for each OU. Primary document deadlines are enforceable and are contained in Section XXIV (24) of the Agreement.

## 2.0 Source Area Grouping into Operable Units

Seventeen potential source areas were identified at MHAFB in previous studies. These source areas were placed into one of the OU categories. The potential source areas are listed in Table 2. No further action was selected for source area DP-17, the Used Tire Disposal site, as identified in the Installation Restoration Program Records Search for Mountain Home Air Force Base, CH2M HILL, July 1983. The site location of DP-17 on Figure 1 of the CH2M HILL report is in error. Criteria used to group sites into the three OU categories include:

- Availability and sufficiency of previously collected data to support remedy selection
- Similarities of source areas and contaminants
- Complexity and size of source areas
- Affected media, potential for migration, exposure pathways and receptors

## Operable Units:

### • Limited Field Investigation (LFI)

OU 1 LFI: Source areas FT-4, FT-5, FT-6, FT-7, DP-9, OT-10, SD-12, OT-15, OT-16, DP-18, ST-22, LF-3, SD-24, SS-26, SD-27, SS-28, SS-29, SS-30, and other units that may be in the RCRA Facility Assessment (RFA), aerial photographs, and other investigations.

### • Remedial Investigation/Feasibility Study (RI/FS)

OU 2 RI/FS: Source areas LF-1 and LF-2.

OU 3 RI/FS: Source areas LF-3, SS-11, and RW-14, and site-wide groundwater characterization. Sites from LFI OU 1 that require a RI/FS and necessary post closure groundwater monitoring for the Petroleum, Oil and Lubricant (POL) Storage Yard (ST-13) will also be incorporated into this OU. This OU will serve as the final RI/FS OU at the base and will establish the site-wide groundwater characterization and remedy selection.

OU 4 - Source area FT-8 (This may be an early final action)

## 3.0 Description of Remedial Activities

### 3.1 Remedial Investigation/Feasibility Study

The purpose of the remedial investigation/feasibility study (RI/FS) is to investigate the nature and extent of contamination at the Mountain Home Air Force Base (MHAFB) site and to develop and evaluate remedial alternatives, as appropriate. Two RI/FSs are currently planned for MHAFB. OU 2 RI/FS is an investigation and study of the Lagoon Landfill and the B Street Landfill. OU 3 RI/FS is a site-wide investigation and study and will concentrate on groundwater contamination concerns at the site.

### SCOPE

The specific RI/FS activities to be conducted in each RI/FS at the MHAFB site are segregated in 11 separate tasks.

- Task 1 - Project Planning (Conceptual Site Model and Data Quality Objectives)
- Task 2 - Community Relations (Site-wide)
- Task 3 - Field Investigations
- Task 4 - Sample Analysis/Validation

- Task 5 - Data Evaluation
- Task 6 - Risk Assessment
- Task 7 - Treatability Studies
- Task 8 - RI Report, including Baseline Risk Assessment
- Task 9 - Remedial Alternatives Development and Screening
- Task 10 - Detailed Analysis of Alternatives
- Task 11 - RI/FS Report

### **Task 1 Project Planning**

Project planning is done to: determine the types of decisions to be made; identify the type and quality of data quality objectives (DQOs) needed to support those decisions; describe the methods by which the required data will be obtained and analyzed; prepare project plans to document methods and procedures.

Once the scope has been agreed upon between the Project Managers, the Air Force will (1) develop the specific project management plans to meet the objectives of the RI/FS. The project plans will include: a work plan which provides a project description and outlines the overall technical approach, complete with corresponding personnel requirements, activity schedules, deliverable due dates; a sampling and analysis plan (composed of the field sampling plan (FSP) and the quality assurance project plan (QAPP); a health and safety plan; and a site-wide community relations plan. The latter three plans are described below.

**Sampling and Analysis Plan.** The Air Force will prepare a SAP which will consist of the following:

**Field Sampling Plan.** The FSP should specify and outline all necessary activities to obtain additional site data. It should contain an evaluation explaining what additional data are required to adequately characterize the site, conduct a baseline risk assessment, and support the evaluation of remedial technologies in the FS. The FSP should clearly state sampling objectives; necessary equipment; sample types, locations, and frequency; analyses of interest; and a schedule stating when events will take place and when deliverables will be submitted.

**Quality Assurance Project Plan.** The QAPP should address all types of investigations conducted and should include the following discussions:

- A project description (should be duplicated from the work plan or referenced)
- A project organization chart illustrating the lines of responsibility of the personnel involved in the sampling phase of the project.
- Quality assurance objectives for data such as the required precision and accuracy, completeness of data, representativeness of data, comparability of data, and the intended use of collected data
- Sample custody procedures during sample collection, the laboratory, and as part of the final evidence files
- The type and frequency of calibration procedures for field and laboratory instruments, internal quality control checks, and quality assurance performance audits and system audits
- Preventative maintenance procedures and schedule and corrective action procedures for field and laboratory instruments
- Specific procedures to assess data precision, representativeness, comparability, accuracy, and completeness of specific measurement parameters
- Data documentation and tracking procedures

**Health and Safety Plan** - The Air Force will develop an HSP on the basis of site conditions to protect personnel involved in site activities and the surrounding community. The plan should address all applicable regulatory requirements contained in 20 CFR 1910.120(i)(2) - Occupational Health and Safety Administration, Hazardous Waste Operations and Emergency Response (Final Rule, March 6, 1989).

**Community Relations Plan** - The Air Force will prepare a community relations plan (CRP) on how citizens want to be involved in the process based on interviews with community representatives and leaders. The CRP will describe the types of information to be provided to the public and outline the opportunities for community comment and input during the RI/FS. Deliverables, schedule, staffing, and budget requirements should be included in the plan.

**Task 2 Community Relations**

The Air Force will provide the personnel, services, materials, and equipment for undertaking a community relations program. This program will be integrated closely with all remedial response activities to ensure community understanding of actions being taken and to obtain community input on RI/FS progress.

**Task 3 Field Investigations**

The Air Force will conduct those investigations necessary to characterize the site and to evaluate the actual or potential risk to human health and the environment posed by the site. Investigation activities will focus on problem definition and result in data of adequate technical content to evaluate potential risks and to support the development and evaluation of remedial alternatives during the FS. The aerial extent of investigation will be finalized during the remedial investigation.

Site investigation activities will follow the plans developed in Task 1. Strict chain-of-custody procedures will be followed and all sample locations will be identified on a site map. Activities anticipated for this site are as follows:

- Surveying and Mapping of the Site
- Waste Characterization
- Hydrogeologic Investigation
- Soils and Sediments Investigation
- Surface Water Investigation
- Air Investigation

**Task 4 Sample Analysis/Validation**

The Air Force will develop a data management system including field logs, sample management and tracking procedures, and document control and inventory procedures for both laboratory data and field measurements to ensure that the data collected during the investigation are of adequate quality and quantity to support the risk assessment and the FS. Collected data will be validated at the appropriate field or laboratory QC level to determine whether it is appropriate for its intended use. Task management and quality controls will be provided by the Air Force.



### **Task 5 Data Evaluation**

The Air Force will analyze all site investigation data and present in the RI report the results of the analyses in an organized and logical manner so that the relationships between site investigation results for each medium are apparent. The Air Force will prepare a summary that describes (1) the quantities and concentrations of specific chemicals at the site and the ambient levels surrounding the site; (2) the number, locations, and types of nearby populations and activities; and (3) the potential transport mechanism and the expected fate of the contaminant in the environment.

In addition, the groundwater monitoring data will be submitted in a format that conforms with EPA Region 10 groundwater data base system, EPA Region 10 Order R7500-1, Groundwater Data Management.

### **Task 6 Risk Assessment**

The Air Force will conduct a baseline risk assessment to assess the potential human health and environmental risks posed by the site in the absence of any remedial action. This effort will involve four components: contaminant identification, exposure assessment, toxicity assessment, and risk characterization. The risk assessment will be submitted as part of the RI report.

### **Task 7 Treatability Studies**

The Air Force will conduct bench and/or pilot studies as necessary to determine the suitability of remedial technologies to site conditions and problems. Technologies that may be suitable to the site should be identified as early as possible to determine whether there is a need to conduct treatability studies to better estimate costs and performance capabilities. Should treatability studies be determined to be necessary, a testing plan identifying the types and goals of the studies, the level of effort needed, a schedule for completion, and the data management guidelines should be submitted to EPA and IDHW for review and comments.

Upon completion of the testing, the Air Force will evaluate the results to assess the technologies with respect to the goals identified in the test plan. A summary of the testing program and its results should be prepared by the Air Force and presented in the final RI/FS report. The Air Force will implement all management and QC review activities for this task.

### **Task 8 RI Report with Baseline Risk Assessment**

The activities conducted and the conclusions drawn during the remedial investigation (Tasks 3 through 7) will be documented in an RI report (supporting data and information should be included in the appendices of the report). The Air Force will prepare and submit a draft RI report to EPA and IDHW for review.

### **Task 9 Remedial Alternatives Development and Screening**

The Air Force will develop a range of distinct, hazardous waste management alternatives that will remediate or control any contaminated media (soil, surface water, ground water, sediments) remaining at the site, as deemed necessary in the RI, to provide adequate protection of human health and the environment. The potential alternatives should encompass, as appropriate, a range of alternatives in which treatment is used to reduce the toxicity, mobility, or volume of wastes but vary in the degree to which long-term management of residuals or untreated waste is required, one or more alternatives involving containment with little or no treatment; and a no-action alternative. Alternatives that involve minimal efforts to reduce potential exposures should be presented as "limited action" alternatives.

The following steps will be conducted to determine the appropriate range of alternatives for this site:

- Establish Remedial Action Objectives and General Response Actions

Preliminary remediation goals should be established based on readily available information (e.g., RfDs) or chemical-specific ARARs (e.g., MCLs). The Air Force should meet with EPA and IDHW to discuss the remedial action objectives for the site. As more information is collected during the RI, the Air Force in consultation with EPA and IDHW, will refine remedial action objectives as appropriate.

General response actions will be developed for each medium of interest defining contaminant, treatment, excavation, pumping, or other actions, singly or in combination to satisfy remedial action objectives. Volumes or areas of media to which general response actions may apply shall be identified, taking into account requirements for protectiveness as identified in the remedial action objectives and the chemical and physical characteristics of the site.

- Identify and Screen Technologies
- Configure and Screen Alternatives

**Task 10 Detailed Analysis of Alternatives**

The Air Force will conduct a detailed analysis of alternatives which will consist of an individual analysis of each alternative against a set of evaluation criteria and a comparative analysis of all options against the evaluation criteria with respect to one another.

The evaluation criteria are as follows:

- Overall Protection of Human Health and the Environment
- Compliance with ARARs
- Long-Term Effectiveness and Permanence
- Reduction of Toxicity, Mobility, or Volume Through Treatment
- Short-Term Effectiveness
- Implementability
- Cost
- State Acceptance
- Community Acceptance

The individual analysis should include: (1) a technical description of each alternative that outlines the waste management strategy involved and identifies the key ARARs associated with each alternative; and (2) a discussion that profiles the performance of that alternative with respect to each of the evaluation criteria. A table summarizing the results of this analysis should be prepared. Once the individual analysis is complete, the alternatives will be compared and contrasted to one another with respect to each of the evaluation criteria.

**Task 11 RI/FS Report**

The Air Force will present the results of Tasks 9 and 10 in the RI/FS report. Support data, information, and calculations will be included in appendices to the report. The Air Force will prepare and submit a draft RI/FS report to EPA and IDHW for review.

### 3.2 Interim Actions

The purpose of the IA - OUs at the MHAFB are to achieve early action using remedial authority at those sites which meet the IA general principles that are discussed in the NCP. If at anytime the information submitted to support the IA is found to be equivalent to that obtained during an RI/FS and the OU is separable, then the IA may be upgraded to an early final action.

One OU is currently planned as interim actions for MHAFB. At OU 4, source area FT-8, sufficient data may exist to support an early final action. The Air Force is in the process of preparing a RI/FS at source area FT-8. The RI/FS shall be submitted to the EPA and IDHW prior to, or with the Proposed Plan. The agencies shall determine whether the RI/FS meets CERCLA requirements and may constitute a final action instead of an IA.

The Preamble of the NCP, 55 Fed. Reg. 8703-8706 (March 8, 1990) states that to implement an early action under remedial authority, an operable unit for which an interim action is appropriate is identified. IA decisions are intended for straightforward sites that are limited in scope. Data sufficient to support the interim action decision is extracted from the ongoing RI/FS or from previous studies and an appropriate set of alternatives is evaluated. Few alternatives and in some cases only one should be developed for interim actions. A completed baseline risk assessment generally will not be available or necessary to justify an interim action. Qualitative risk information should be organized that demonstrates that the action is necessary to stabilize the site, prevent further degradation, or achieve significant risk reduction quickly. Supporting data, including risk information, and the alternatives analysis can be documented in a focused feasibility study. However, in cases where the relevant data can be summarized briefly and the alternatives are few and straightforward, it may be adequate and more appropriate to document the supporting information in the proposed plan.

### 3.3 Limited Field Investigations

To better limit the scope of the OU 3 RI/FS at MHAFB to investigations and studies of significant exposure pathways and identify potential additional interim action operable units, Limited Field Investigations (LFIs) will be conducted at the old spill/disposal sites to identify whether or not these sites pose an unacceptable risk to public health from soil ingestion, dust inhalation, future agricultural use and crop uptake or direct contact. The potential for these areas to represent a

significant source to groundwater contamination will also be evaluated. Prior to performing LFI's a work plan will be developed identifying the Data Quality Objectives established based on the conceptual site model development. As the objectives of the LFI are to ascertain the potential risk to human health from shallow soil contamination and/or the risk to human health from groundwater contamination resulting from the leaching of contaminants from these areas, the scope of the study is significantly less than that of an RI/FS. A SAP consisting of a FSP and QAPP will also be submitted as part of the work plan. Activities to be conducted during an LFI are the same as Tasks 1 through 6 of the RI/FS except more limited in scope. The site-wide CRP will be followed during conduct of an LFI. At completion of the LFI investigation, a LFI report which contains the findings of the investigation shall be submitted to the agencies for review and comment. A determination shall be made between the Project Managers to the disposition of each of the sources. Based on report results a decision will be reached between the Project Managers on whether the OU or specific sources within the OU will require follow up action or will require no further action. The decision will be reflected in the administrative record.

### 3.4 Quarterly Reports

Quarterly reports will be prepared by the Air Force to describe the technical progress at the MHAFB site. Quarterly reports will be submitted to U.S. EPA and IDHW as specified in the Agreement.

Documents that are not specified as primary or secondary documents in the Agreement, that will facilitate the implementation of the remedial process, may be submitted to EPA and IDHW as interim reports and technical memoranda for review, comment and/or discussion, upon agreement of all Project Managers. These documents are typically input or feeder documents, such as data interpretation, to the primary or secondary documents.

TABLE 1  
ENFORCEABLE DEADLINES

ACTIVITY	DEADLINE
OU 2 Draft Work Plan Submittal	Submitted
OU 2 Draft RI/FS Report Submittal	8/4/92
OU 2 Draft ROD Submittal	1/31/93
OU 3 Draft Work Plan Submittal	5/12/92
OU 3 Draft RI/FS Report Submittal	10/4/94
OU 3 Draft ROD Submittal	4/2/95
OU 4 Draft RI/FS Report Submittal	9/9/91
OU 4 Draft ROD Submittal	3/7/92

Table 2

POTENTIAL SOURCE AREAS  
AS OF THE EFFECTIVE DATE OF THE AGREEMENT

LF-1	Lagoon Landfill
LF-2	B Street Landfill
LF-3	Existing Landfill
FT-4	Fire Dept. Training Area
FT-5	Fire Dept. Training Area
FT-6	Fire Dept. Training Area
FT-7	Fire Dept. Training Area
FT-8	Fire Dept. Training Area
DP-9	Waste Oil Disposal Site
OT-10	Perimeter Road Site
SS-11	Fuel Hydrant System Leak/Spill Area
SD-12	Entomology Shop Yard
RW-14	Low-Level Radioactive Material Burial Site
OT-15	Corker Material Burial Site
OT-16	Munitions Residue Burial Site
DP-17	Used Tire Disposal Site
DP-18	Old Burial Trench
ST-22	Titan 1 Missile Maintenance Area
LF-23	Solid Waste Disposal Area
SD-24	Building 1340 - French Drain, Underground Storage Tank, and Gopher Holes
SD-25	Stormwater Drainage Ditch From Flightline
SS-26	Building 208 Drum Storage Area
SD-27	Building 1354 Wash Rack
SS-28	Square Roundhouse-Railroad Maintenance Building Solvent Disposal Area

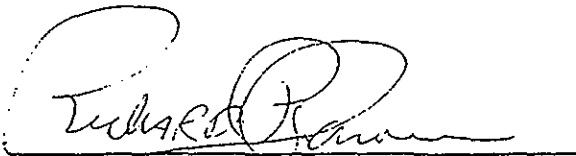
Table 2, Page 2.

SS-29 Buildings 1222 and 1225 Drum Storage Areas

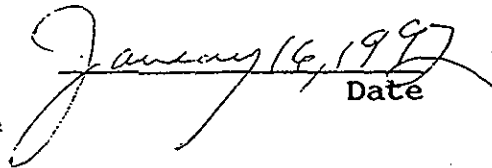
SS-30 DRMO Old Storage Unit



1           Signature sheet for the foregoing Federal Facility  
2 Agreement for the Mountain Home Air Force Base, between the  
3 U.S. Environmental Protection Agency, the U.S. Department of the  
4 Air Force, and the Idaho Department of Health and Welfare.

5  
6 

8 RICHARD P. DONOVAN  
9 Idaho Department of Health and Welfare

  
Date

10  
11 REPRESENTED BY:

12 Curt Fransen, Esq.  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

1 judicial action by U.S. EPA or IDHW under this Part, all Parties  
2 reserve all rights, claims, and defenses available under law,  
3 including the right to contest the legal enforceability of State  
4 corrective action or other requirements against USAF.

5  
6 XXVII. EFFECTIVE DATE

7 37.1 This Agreement is effective upon signature  
8 by all the Parties to this Agreement.  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

Signature sheet for the foregoing Federal Facility  
Agreement for the Mountain Home Air Force Base, between the  
U.S. Environmental Protection Agency, the U.S. Department of the  
Air Force, and the Idaho Department of Health and Welfare.

W S Hinton  
COL. WILLIAM S. HINTON, JR., COMMANDER  
Mountain Home Air Force Base  
United States Air Force

15 Jan 92

Date

Therese D. Deussen

January 14, 1992

Date

REPRESENTED BY:

Col. Craig Anderson, Esq.

Signature sheet for the foregoing Federal Facility  
Agreement for the Mountain Home Air Force Base, between the  
U.S. Environmental Protection Agency, the U.S. Department of the  
Air Force, and the Idaho Department of Health and Welfare.

Dana A. Rasmussen

11/16/92

DANA A. RASMUSSEN  
Regional Administrator  
Region 10

Date

United States Environmental Protection Agency

REPRESENTED BY:

Cynthia L. Mackey, Esq.