

1 PROGRAMMATIC AGREEMENT
2 AMONG THE PRESIDIO TRUST, NATIONAL PARK SERVICE,
3 THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
4 AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
5 REGARDING THE PRESIDIO TRUST IMPLEMENTATION PLAN
6 AND
7 VARIOUS OPERATION AND MAINTENANCE ACTIVITIES
8 FOR AREA "B" OF THE PRESIDIO OF SAN FRANCISCO,
9 GOLDEN GATE NATIONAL RECREATION AREA
10

11 WHEREAS, the Presidio Trust (the Trust), pursuant to the Presidio Trust Act, Title I of Public Law 104-
12 333, was established as a wholly owned government corporation to manage a portion of the Presidio of San
13 Francisco (Presidio); and
14

15 WHEREAS, pursuant to Public Law 104-333, administrative jurisdiction was transferred to the Trust on
16 July 1, 1998 for approximately 80 percent of the Presidio that was depicted as Area B on the map entitled
17 "Presidio Trust Number 1," dated December 7, 1995, as such may be amended from time to time; and
18

19 WHEREAS, the remaining area of the Presidio was depicted as Area A on said map and administrative
20 jurisdiction for Area A remains with the National Park Service (NPS); and
21

22 WHEREAS, the entire Presidio remains a part of the Golden Gate National Recreation Area (GGNRA), is a
23 designated National Historic Landmark District (NHLD), is listed on the National Register of Historic
24 Places (NR), contains prehistoric archaeological sites, and historic archaeological resources, buildings,
25 structures, objects, zones, and cultural landscapes representing 218 years of military history; and
26

27 WHEREAS, the Trust, in order to meet its Congressionally mandated requirement of preserving the
28 Presidio as a sustainable National Park within the GGNRA by the year 2013, carries out a variety of
29 undertakings, including but not limited to maintenance, rehabilitation, repair, moving, interim and long-term
30 leasing, construction and demolition of buildings, structures, and roads, and work regarding grounds and
31 associated landscaping within Area "B" of the Presidio; and
32

33 WHEREAS, the Trust has determined that these undertakings may have an effect upon properties included
34 in or eligible for the NR, including properties that contribute to the NHLD and has notified the Secretary of
35 the Interior in accordance with 36 CFR 800.10(c); and
36

37 WHEREAS, the Trust has consulted with the Advisory Council on Historic Preservation (ACHP), and the
38 California State Historic Preservation Officer (SHPO) and NPS; and
39

40 WHEREAS, pursuant to 36 CFR 800.14 (b)(2), which implements Section 106 of the National Historic
41 Preservation Act (NHPA), the entities listed above have been invited to sign this Programmatic Agreement
42 (PA); and
43

44 WHEREAS, the Trust has identified the National Trust for Historic Preservation and the Fort Point and
45 Presidio Historical Association as consulting parties and has invited them to concur in this PA; and
46

47 WHEREAS, the Trust has made a good faith effort to locate federally recognized Indian tribes that may
48 attach religious and cultural significance to properties under the administrative jurisdiction of the Trust or
49 with which the Trust could consult under the Native American Graves Protection and Repatriation Act
50 (NAGPRA); and the Trust has determined that there are no such federally recognized tribes; and
51

52 WHEREAS, ACHP regulations encourage federal agencies to use to the extent possible existing agency
53 procedures and mechanisms (including mechanisms under the National Environmental Policy Act (NEPA))
54 to fulfill their consultation requirements; and
55

1 WHEREAS, the NEPA compliance process enables public participation at a very early stage in the planning
2 process for undertakings that may have an adverse effect under the NHPA; and

3
4 WHEREAS, the Trust will use its NEPA public participation procedures, analysis and review to meet the
5 requirements of both NEPA and NHPA in a timely and efficient manner; and

6
7 WHEREAS, the Presidio Trust Implementation Plan (PTIP) is a comprehensive programmatic plan being
8 developed by the Trust to guide the management of Area B; and

9
10 WHEREAS, the Trust has conducted a series of public meetings and prepared and circulated a draft
11 Environmental Impact Statement (DEIS) regarding the proposed PTIP; and

12
13 WHEREAS, that DEIS contained a draft copy of this PA and was also sent to interested groups and
14 individuals and was the subject of consultation among the parties to this document; and

15
16 WHEREAS, the undertakings contemplated under the PTIP will be within the scope of this PA;

17
18 NOW, THEREFORE, the Trust, NPS, SHPO, and ACHP agree that the Trust will carry out the
19 undertakings that are within the scope of this PA in accordance with the following stipulations to satisfy the
20 Trust's responsibilities under Section 106 and Section 110(f) of the NHPA.

21 22 23 STIPULATIONS

24
25 The Trust shall ensure that the following measures are carried out:

26 27 I. APPLICABILITY

28
29 This PA applies to all undertakings proposed within Area B under the direct or indirect jurisdiction of the
30 Trust including undertakings proposed by the Trust's permittees, and tenants. However, demolition, new
31 construction, and the execution of leases associated with such new construction at the 60 acre Letterman
32 Complex shall be governed by "The Programmatic Agreement Among the Presidio Trust, the Advisory
33 Council on Historic Preservation, the National Park Service and the California State Historic Preservation
34 Officer Regarding Deconstruction, New Construction, and the Execution of Associated Leases at The
35 Letterman Complex, Presidio of San Francisco, California." This PA does not apply to undertakings of
36 NPS within Area A or the Department of Veterans Affairs at the National Cemetery all located within the
37 boundaries of the Presidio. Before the Trust's final approval of any project, or any construction activities,
38 or any irrevocable commitment by the Trust for construction, repairs, maintenance, rehabilitation, moving
39 or demolition covered by this PA, all provisions required hereunder must be completed. For purposes of
40 this PA, historic properties are those properties either included in the 1985 Historic American Buildings
41 Survey (HABS) report or designated as contributing to the NHLHD by the May 1993 NHLHD update and any
42 other properties identified pursuant to Stipulation VI. below.

43 44 II. POLICY

45
46 The Trust shall manage and preserve the integrity of that portion of the NHLHD in Area B through planning,
47 research and specific undertakings consistent with good historic preservation management and stewardship,
48 the goals of the NHPA and related regulations, standards, and guidelines. These efforts are, and will
49 remain, in compliance with the applicable provisions of the NHPA and the Presidio Trust Act.

50 51 III. PROFESSIONAL STANDARDS

52
53 A. The Trust's Federal Preservation Officer (FPO) shall be responsible for coordination of the preservation
54 program and implementation of the terms of this PA. The agency official designated as the Trust's FPO
55 shall meet the requirements for that position as defined in "The Secretary of the Interior's Standards and

1 Guidelines for Federal Agency Historic Preservation Programs Pursuant to the National Historic
2 Preservation Act.”

3
4 B. All work pursuant to this PA regarding historic buildings and structures will be reviewed by, or under
5 the supervision of, a person having five years or more experience in historic preservation and meeting the
6 professional qualifications for Historian, Architectural Historian or Historic Architect included in “The
7 Secretary of the Interior’s Historic Preservation Professional Qualification Standards.”

8
9 C. All work pursuant to this PA regarding archaeological resources will be carried out by or under the
10 supervision of a Registered Professional Archaeologist having five years or more experience in prehistoric
11 or historic archaeology and meeting the professional qualifications for Archaeologist included in
12 “Archaeology and Historic Preservation, Secretary of the Interior’s Standards and Guidelines.”

13
14 D. All analyses to determine if an undertaking falls under Appendix A and therefore requires no further
15 review will be carried out by persons who meet the standards set forth above in this Stipulation III. All such
16 persons are deemed for purposes of this PA as “qualified personnel” under the standards and guidelines
17 cited above.

18 19 IV. PERSONNEL TRAINING

20
21 A. The Trust shall continue to provide appropriate training to personnel involved in the maintenance,
22 repair, and rehabilitation of historic buildings, structures, and housing units, and for all personnel
23 responsible for making decisions regarding maintenance, repair, and rehabilitation. The Trust shall utilize
24 specialized crafts training programs in practical application of “The Secretary of the Interior’s Standards for
25 the Treatment of Historic Properties.” In addition, the Trust will provide training in conservation
26 technology as applied to historic structures and archaeological sites.

27
28 B. The Trust shall develop and implement an in-house training program to advise Trust personnel of this
29 PA and procedures, techniques, and related matters regarding the preservation of the historic properties
30 located within Area B. The scope of training and the schedule for its implementation will be submitted as
31 part of the annual report to all parties in accordance with Stipulation XXI. below.

32 33 V. AREA OF POTENTIAL EFFECTS

34
35 The Trust will delineate the Area of Potential Effects (APE) for all proposed operations and maintenance
36 undertakings covered by the PA. For all other proposed undertakings, the Trust shall consult with SHPO to
37 delineate the APE.

38 39 VI. IDENTIFICATION OF HISTORIC PROPERTIES

40
41 A. Numerous surveys and evaluations have been conducted to identify NR eligible and NHLD contributing
42 properties for the entire Presidio landmark district, regardless of administrative jurisdiction, including the
43 1993 NHLD update. As necessary to implement this PA, the Trust will determine if there are additional
44 properties in Area B not previously listed or determined eligible for listing on the NR or as contributors to
45 the NHLD. Evaluation of buildings or structures which may become 50 years old or may have achieved
46 exceptional significance while this PA is in effect shall be conducted within the framework of the
47 “Statewide Historic Buildings and Structures Inventory, Department of Defense Installations, State of
48 California, Volumes 1-3” and the “National Register of Historic Places Registration Forms for the Presidio
49 of San Francisco National Historic Landmark District” (1993).

50
51 B. If a property in Area B that was not previously listed or determined eligible for listing on the NR is
52 determined by the Trust to be eligible, the Trust shall treat that property as eligible for purposes of this PA.
53 Such determination requires no SHPO review. Any such determinations will be documented in accordance
54 with Stipulation XXI. below.

55

1 C. If the Trust determines that a property not previously listed or evaluated is ineligible for the NR, and the
2 Trust and NPS agree that the property is ineligible, then the property shall be ineligible for purposes of this
3 PA. If the Trust and NPS disagree about a property the Trust has determined ineligible, the Trust will
4 request an opinion from the SHPO which shall be rendered within 15 days of receiving the Trust's request.
5 If the Trust does not agree with the SHPO's opinion, the Trust shall submit the matter to the Keeper of the
6 National Register in accordance with 36 CFR Part 63.

7
8 D. Should a concurring party to this PA or a member of the public believe that a property found ineligible
9 under this stipulation is eligible for the NR, that person may contact the Keeper of the National Register and
10 request a determination of eligibility under 36 CFR 63.4.

11
12 E. The Trust shall evaluate, or cause to be evaluated, the significance of and apply NR criteria to
13 archaeological properties that have not previously been evaluated for the NR or determined eligible for
14 listing according to 36 CFR Section 800.4(c).

15 VII. ASSESSMENT OF EFFECTS

16
17
18 A. Categories of Undertakings for Review. This PA provides a framework for reviewing the following
19 categories of undertakings:

20
21 1. Undertakings that are repetitive and low impact in nature.

22
23 2. Undertakings that relate to the ongoing operation and maintenance of the Presidio but that have
24 minimal or low potential for affecting historic properties.

25
26 3. Undertakings that are future planning documents (including possible district-level plans, issue oriented
27 plans, and site-specific design guidelines), and demolition of historic properties or new construction that
28 may have an adverse effect on historic properties when proposed pursuant to such future planning
29 documents.

30
31 4. Demolition or new construction, when not proposed pursuant to future planning documents, and that
32 may have an adverse effect on historic properties.

33
34 B. Review Process.

35
36 1. Undertakings belonging to Category A.1. are listed in Appendix A to this PA. It is explicitly agreed by
37 the parties that those repetitive low impact activities do not affect historic properties and therefore may be
38 undertaken with no further review or documentation.

39
40 2. Undertakings belonging to Category A.2. shall be reviewed according to the following procedures:

41
42 a. The responsible Trust office shall submit the proposed undertaking to the FPO for review and shall
43 consult the FPO regarding the APE for the undertaking.

44
45 b. The FPO shall review the undertaking to ensure that identification and evaluation of historic
46 properties in the APE has been completed according to Stipulation VI. and that adequate information has
47 been compiled to identify and evaluate the effects of the proposed undertaking on historic properties.

48
49 c. The FPO shall consult as necessary other staff qualified under Stipulation III.

50
51 d. The FPO shall insure that recovery of archaeological data deemed to be necessary by the
52 Supervisory Trust Archaeologist is based on an Archaeological Research Design prepared by personnel
53 qualified under Stipulation III. C.

54
55 e. The FPO shall apply the criteria of 36 CFR 800.5 to the proposed undertaking.

1 f. No Historic Properties Affected or No Adverse Effect. If the above process results in the FPO's
2 finding that no historic properties are affected by the proposed undertaking or that the proposal will have no
3 adverse effect on historic properties, the FPO will document that finding in the undertaking's administrative
4 record, insure that the finding is included within the report required by Stipulation XXI, and make the
5 finding available upon request to any party or the public. Absent objection by any party or member of the
6 public who has requested a copy of the finding, the undertaking may proceed without further review by the
7 ACHP, SHPO, or NPS. The Trust will address objections made pursuant to this paragraph in accordance
8 with Stipulation XVIII.

9
10 g. Adverse Effect.

11
12 i. If the FPO finds a proposed undertaking will result in an adverse effect, the Trust may consult
13 with the NPS to determine if the adverse effect may be avoided. Where the Trust and NPS agree
14 on how to avoid such adverse effect, they shall document their agreement and such agreement shall
15 be included by the FPO in the report pursuant to Stipulation XXI. Implementation of the
16 undertaking in accordance with the documented agreement shall be deemed to be resolution of the
17 adverse effect.

18
19 ii. If the FPO finds the proposed undertaking will result in an adverse effect and consults with
20 NPS but fails to reach agreement, or if the FPO chooses not to consult with NPS pursuant to
21 paragraph VII.B.2.g.i. above, then the FPO shall consult with ACHP, SHPO and the concurring
22 parties to resolve the adverse effect in accordance with 36 CFR 800.6.

23
24 3. Undertakings belonging to category A.3. shall be reviewed pursuant to Stipulations IX., X., and XI.
25 below.

26
27 4. Undertakings belonging to category A. 4. shall be reviewed pursuant to Stipulations IX. B. and IX. C.

28
29 C. Modification of a Reviewed Project. If after completion of an undertaking's review pursuant to this
30 stipulation or if during the implementation of any previously reviewed project pursuant to this stipulation,
31 the Trust finds it necessary to modify the project scope or construction documents, the FPO or a designated
32 qualified person under Stipulation III. shall review the proposed modification under the process contained
33 in Stipulation VII. B. above.

34 35 VIII. SALVAGE AND SUSTAINABILITY

36
37 If an historic property will be demolished, the Trust's qualified personnel will conduct a documented
38 inspection to identify architectural elements and objects that may be reused in rehabilitating similar historic
39 structures, or that may be preserved in a museum archival collection.

40 41 IX. PRESIDIO TRUST IMPLEMENTATION PLAN

42
43 The Presidio Trust Implementation Plan (PTIP) is a programmatic document that presents a range of
44 preferred land uses, PTIP Planning Principles (Principles) and Planning District Guidelines (PDG) for
45 designated planning districts within Area B of the Presidio. The Principles and PDG conform to "The
46 Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving,
47 Rehabilitating, Restoring, and Reconstructing Historic Buildings" (1995) (Standards). Intended as a policy
48 framework to guide the Trust's future activities, the PTIP does not specify treatments for individual
49 buildings, or identify specific areas for new construction. Instead, the PTIP envisions further project-
50 specific and/or district-level planning prior to building demolition or new construction with the potential to
51 adversely affect historic properties. Undertakings proposed under the PTIP other than those discussed
52 below in Paragraphs A., B., or C. will be subject to consultation pursuant to Stipulation VII. For the
53 undertakings proposed under the PTIP and discussed below, Section 106 compliance shall be achieved as
54 follows:
55

1 A. The Trust FPO shall seek public input and shall consult with NPS, SHPO, ACHP, and the concurring
2 parties regarding the development of future planning documents, including possible district-level plans
3 (e.g., Fort Scott), issue-oriented plans (e.g., Recreation and Open Space), and site-specific design guidelines
4 or other plans in accordance with Stipulation X. below.
5

6 B. The Trust FPO shall consult with the NPS, SHPO, ACHP, and the concurring parties pursuant to 36
7 CFR 800.5 regarding any proposed demolition of an historic property within Area B other than that
8 proposed as part of a plan for which the consultation process has occurred pursuant to Stipulation X. below.
9

10 C. The Trust FPO shall consult with the NPS, SHPO, ACHP, and the concurring parties pursuant to 36
11 CFR 800.5 regarding any proposed new construction that may have an adverse effect on historic properties,
12 except where such new construction is proposed as part of a plan for which consultation has occurred
13 pursuant to Stipulation X. below.
14

15 X. REVIEW OF FUTURE PLANNING DOCUMENTS 16

17 A. The Trust will submit to all signatory parties and concurring parties for review and comment, a
18 consultation package for future planning documents, including but not limited to district-level plans (e.g.,
19 Ft. Scott), issue oriented plans (e.g., Recreation and Open Space), and site specific guidelines or other
20 implementation plans. These draft planning documents and a request for consultation will be submitted
21 early in the planning process (e.g., during public scoping) and will be supplemented at a later date by
22 written comments on the design guidelines or draft plans received from the public, and the Trust's record of
23 commentary from the public planning session(s). The Trust shall ensure that future planning documents
24 conform to the Standards, the Principles, and any applicable PDG to the maximum extent feasible.
25

26 B. Twenty-one days following the deadline for receipt of public comments, a consultation meeting will be
27 held, in person or by telephone, with NPS, SHPO, ACHP, and the Trust to discuss the draft planning
28 documents and to seek a consensus among the signatory parties that the draft planning documents conform
29 to the Standards, Principles and any applicable PDG to the maximum extent feasible. The Trust will notify
30 concurring parties within three days of scheduling this consultation meeting, and the concurring parties may
31 submit written comments within 15 days of notification for the consideration of the signatory parties at the
32 consultation meeting. In seeking a consensus regarding the draft planning documents, the signatory parties
33 shall consider comments received from the public pursuant to Paragraph A. above and from the concurring
34 parties pursuant to this paragraph. If no consensus is reached at the conclusion of the consultation meeting,
35 the Trust will proceed in accordance with Paragraph E. of this stipulation.
36

37 C. The Trust will distribute to the NPS, SHPO, and ACHP for comment a Final Draft Document (FDD)
38 reflecting the consensus reached pursuant to Paragraph B. of this stipulation. The signatory parties will
39 have 30 calendar days following the date of receipt to provide written comments to the Trust regarding
40 changes, if any, to cause the FDD to reflect the consensus reached pursuant to Paragraph B. of this
41 stipulation.
42

43 D. If the Trust modifies the FDD in accordance with NPS, SHPO, and ACHP comments received, the Trust
44 may finalize the FDD and will immediately provide each of the other parties with a copy of the FDD. The
45 FDD will not be subject to further review.
46

47 E. Should the Trust decide not to modify the FDD in accordance with any NPS, SHPO, or ACHP
48 comments regarding conformity to the maximum extent feasible with the Standards, Principles, and any
49 applicable PDG, or if a consensus on the draft planning documents is not reached pursuant to Paragraph B.
50 of this stipulation, the Trust will promptly notify the signatory parties and the concurring parties in writing
51 of the Trust's decision or of the lack of consensus, include documentation that explains the basis for the
52 Trust's decision or summarizes the reasons for the lack of consensus, and immediately initiate consultation
53 with NPS, SHPO, and ACHP to address unresolved issues. Within 15 days of notification, the concurring
54 parties may submit written comments for the signatory parties' consideration during this consultation. The
55 time frame for this consultation shall not exceed 30 calendar days from the date of the Trust's written

1 notification. If the issues pertaining to the Trust's decision are partially or fully resolved or a consensus is
2 reached within this time frame, then the FDD shall be modified, if necessary, by the Trust in accordance
3 with the resolution. Thereupon, the Trust may proceed in accordance with Paragraphs C. or D. of this
4 stipulation, as applicable. If the issues pertaining to the Trust's decision are not fully resolved or a
5 consensus is not reached within this time frame, the Trust will forward all documentation relevant to the
6 dispute to the ACHP for response within 30 calendar days in accordance with Stipulation XVIII. below
7 governing the resolution of objections.
8

9 F. Failure of NPS, SHPO, ACHP, or the concurring parties to comment within the time frames established
10 by this stipulation or within timeframes otherwise agreed to by those parties on any document submitted for
11 review pursuant to this stipulation will be deemed a waiver of the opportunity to comment, and the Trust
12 may proceed without considering the comment(s) that might otherwise have been made. However, the
13 Trust shall consider the reasonable written request of any signatory party for a modification of the
14 timeframes established by this Stipulation.
15

16 XI. REVIEW OF NEW CONSTRUCTION FOLLOWING FUTURE PLANNING

17
18 A. Where new construction is proposed under planning documents developed pursuant to Stipulation X.
19 above, the Trust will ensure that all design and construction documents conform to the contents of
20 applicable planning documents, and that identified measures to address adverse effects are included in the
21 design and construction documents and committed to as part of the project implementation.
22

23 B. The Trust's determination that design and construction documents conform to the planning documents
24 reviewed in accordance with Stipulation X. above shall be documented in the project's administrative record
25 and in the report developed in accordance with Stipulation XXI. Where changes to the project are required
26 to ensure conformity, these changes shall also be documented in writing.
27

28 XII. ARCHAEOLOGY

29
30 A. The treatment of archaeological properties shall be handled in accordance with the terms of an
31 Archaeological Management Assessment and Monitoring Program (AMA/MP) that is prepared for
32 individual undertakings or groups of related undertakings. This will ensure that all planned undertakings
33 will be reviewed by a qualified archaeologist prior to final design and/or approval. In addition to the
34 AMA/MP, an archaeological research design will be prepared for any archaeological investigations that
35 include testing for NR eligibility or test excavations or data recovery from prehistoric or historic sites that
36 are known to be NR eligible or are listed as contributors to the NHL. The Trust's management of
37 archaeological properties will be reviewed annually in accordance with Stipulation XXI.
38

39 B. Ground disturbing maintenance activities and construction projects will be closely observed in the
40 vicinity of sensitive archaeological areas to discover, document, protect, and manage the archaeological
41 record of the Presidio. During the planning process for such projects, an AMA/MP shall be prepared to
42 determine whether archival research, subsurface coring or trenching, and/or test excavations are required
43 prior to ground disturbance. Archaeological monitoring is appropriate in areas of predicted archaeological
44 sensitivity or for sampling purposes in areas that are not considered sensitive when the natural ground
45 surface is obscured by paving or fill, or in other instances where a pedestrian survey or archaeological
46 testing cannot reasonably be accomplished. Any required archaeological monitoring shall be implemented
47 in accordance with an AMA/MP prepared by qualified personnel. If historic properties are discovered
48 during implementation of an undertaking, a detailed report shall be prepared. Large-scale ground disturbing
49 activities shall be monitored in accordance with an AMA/MP. Should circumstances arise where the Trust
50 cannot address archaeological concerns in a manner consistent with the AMA/MP, the Trust shall notify the
51 SHPO.
52

53 C. The Trust anticipates that previously unidentified subsurface historic properties may be encountered
54 within the NHL boundary due to the placement of fill over some of the historic marsh areas, historic
55 landfill depositions, and other modifications to the land over 218 years of military occupation. The Trust

1 will maintain an archaeological grid map and database of archaeological information for the Presidio, in
2 cooperation with NPS. The map will also identify those areas where additional research and inventory are
3 required during future project planning phases.

4
5 D. The Trust will continue its policy of requiring all excavation permits to undergo archaeological review
6 by qualified personnel, as defined in Stipulation III., prior to initiation of the requested activity.

7
8 E. The Trust will prepare an Archaeological Management Plan (AMP) for the Spanish Colonial site known
9 as “El Presidio de San Francisco.” The AMP will contain an inventory and evaluation of archival,
10 architectural and archaeological features associated with this site, identify the likely presence of other
11 significant features in the area, describe strategies for maintaining the site, contain standard operating
12 procedures, establish programs to increase public awareness of this archaeological resource, recover data of
13 archaeological significance, and provide for curation of archaeological collections and associated records.
14 The AMP will be subject to peer review by NPS, SHPO, the concurring parties and if deemed necessary by
15 the Trust, other qualified personnel. The draft AMP will be completed not later than 24 months after
16 execution of this PA.

17
18 F. All records associated with excavations and excavated materials not subject to NAGPRA that are
19 deemed important for preservation will be accessioned, catalogued, and managed in accordance with 36
20 CFR Part 79, “Curation of Federally-Owned and Administered Collections.”

21 22 XIII. DISCOVERIES

23
24 A. If it appears that an undertaking will affect a previously unidentified property that may be eligible for
25 inclusion in the NR, or that may contribute to the NHL, or affect a known historic property in an
26 unanticipated manner, the Trust will stop any potentially harmful activities in the vicinity of the discovery
27 and take all reasonable measures to avoid or minimize harm to the property until it concludes consultation
28 with the SHPO.

29
30 B. If a discovered property has not previously been included in or determined eligible for the NR and
31 provisions for its treatment are not contained in an approved research design or AMA/MP, the Trust may
32 assume that the property is eligible for purposes of this PA. The Trust will notify NPS and SHPO at the
33 earliest possible time and consult to develop actions that will take the effects of the undertaking into
34 account. The Trust will notify the SHPO of any time constraints, and the Trust and the SHPO will mutually
35 agree upon timeframes for this consultation but not to exceed 30 days. If treatment of the discovery is not
36 included in an approved research design or AMA/MP, the Trust will develop written recommendations
37 reflecting its consultation with NPS and SHPO and as necessary, will present a plan and schedule to
38 implement these recommendations.

39 40 XIV. REHABILITATION AND INVESTMENT TAX CREDIT PROJECTS

41
42 A. For purposes of this PA, Section 106 consultation and review of rehabilitation plans for compliance with
43 “The Secretary of Interior’s Standards for the Rehabilitation of Historic Properties for Rehabilitation and
44 Investment Tax Credit Projects” shall be accomplished within the Part I and Part II Certification Process as
45 delineated in 36 CFR Part 67. Responsibilities and processes for this certification will be defined by terms
46 of an agreement between the Trust and NPS.

47
48 B. If a Trust tenant submits a Part II Certification Application without conditions from NPS, it shall be
49 deemed to conform to the Standards referenced in Stipulation XIV. A. above. The undertaking will require
50 no further review. If the Part II Certification Application is approved with conditions, the Trust shall ensure
51 that the project documents are modified to comply with the conditions, but will not subject the
52 application to any further review. Neither the Trust nor the tenant shall make any irrevocable commitment
53 regarding project design until Part II Certification has been completed by NPS.

54
55 C. If a Trust tenant is denied Part II Certification or is unable to meet conditions for such certification, the

1 provisions of Stipulation VII. shall apply.

2
3 XV. PERMITS, LEASES AND OTHER AGREEMENTS

4
5 Undertakings may also be permits, leases, or other agreements issued by the Trust and shall be subject to
6 the same review as other Trust undertakings. The Trust shall provide for identification and treatment of
7 historic properties in a manner that meets guidelines and standards set forth in the stipulations of this PA.

8
9 XVI. EMERGENCY ACTIONS

10
11 A. In the event that an emergency occurs at the Presidio that affects historic properties, the Trust may take
12 actions without consultation to stabilize any involved historic properties and prevent further damage within
13 30 days from the termination of the emergency or longer with approval of the signatory parties. Where
14 possible, such emergency measures will be undertaken in a manner that does not foreclose future
15 preservation or restoration, with on-site monitoring by qualified personnel, and advance telephonic
16 notification of NPS and SHPO.

17
18 B. Emergency response work will be conducted in a manner to avoid or minimize effects on historic
19 properties. Should historic properties be discovered during emergency repair or response activity, work in
20 the immediate area of the property will cease if the Trust determines that a work stoppage at the site will not
21 impede emergency response activities. The Trust will advise NPS and SHPO by telephone of the
22 emergency, the steps being taken to address the emergency, the discovered property and its apparent
23 significance, and a description of the emergency work and potential effects on the discovered property.

24
25 C. Within 30 days following this notification, the Trust will provide the SHPO with a written report
26 documenting the actions taken to minimize effects, the work's present status, the planned treatment of the
27 property, and the condition of any other properties encountered as post-review discoveries. This action will
28 be noted in the report developed in accordance with Stipulation XXI. below.

29
30 XVII. NATURAL DISASTERS

31
32 A. In the event of a natural disaster, the Trust shall undertake emergency actions consistent with the
33 principles underlying this PA to stabilize historic properties and prevent further damage without SHPO
34 consultation. Where possible, such emergency measures will be undertaken in a manner that does not
35 foreclose future preservation or restoration. The Trust will immediately notify NPS and within 5 days of
36 when telephone communications are re-established consult with SHPO on all emergency measures taken
37 that impacted on or will impact on historic properties. Permanent repairs to historic properties beyond the
38 scope of emergency repairs are not authorized by this stipulation.

39
40 B. This stipulation does not apply to undertakings that will be implemented more than 30 days after the
41 disaster terminates. Such undertakings shall be reviewed in accordance with 36 CFR Part 800 unless they
42 are covered by other stipulations in this PA.

43
44 XVIII. RESOLVING OBJECTIONS

45
46 A. Should any signatory party or concurring party object in writing to the Trust regarding the manner in
47 which the terms of this PA are carried out, to any action carried out or proposed with respect to the
48 implementation of this PA, or to any documentation prepared in accordance with and subject to the terms of
49 this PA, the Trust shall consult with the objecting party to resolve this objection. If after initiating such
50 consultation the Trust determines that the objection cannot be resolved within 15 days through such
51 consultation, the Trust shall forward all documentation relevant to the objection to the ACHP including the
52 Trust's proposed response to the objection. Within 15 calendar days after receipt of all pertinent
53 documentation the ACHP shall exercise one of the following options:

- 54
55 1. Advise the Trust that the ACHP concurs in the Trust's proposed response to the objection, whereupon

1 the Trust will respond to the objection accordingly;

2
3 2. Provide the Trust with recommendations, which the Trust shall take into account in reaching a final
4 decision regarding its response to the objection; or

5
6 3. Notify the Trust that the objection will be referred for formal comment in accordance with 36 CFR
7 800.7(c).

8
9 B. Should the ACHP not exercise one of the above options within 15 calendar days after receipt of the
10 pertinent documentation from the Trust, the Trust may assume the ACHP's concurrence in its proposed
11 response to the objection.

12
13 C. The Trust shall take into account any ACHP recommendation or comment provided in accordance with
14 this stipulation with reference only to the subject of the objection; the Trust's responsibility to carry out all
15 actions under this PA that are not the subject of objection shall remain unchanged. The Trust shall notify
16 the other parties of its decision within 15 days.

17
18 D. At any time during implementation of any stipulation in this PA, should an objection to its manner of
19 implementation be raised by any member of the public, the Trust shall notify the parties to this PA and
20 consult with the objecting member of the public, the ACHP and the SHPO to resolve the objection within
21 21 calendar days. If the Trust is unable to resolve an objection, the Trust may refer the objection to the
22 ACHP in accordance with Stipulation XVIII. A. above.

23 24 XIX. AMENDMENTS AND TERMINATION

25
26 A. If any signatory party or concurring party believes that this PA should be amended, that party shall
27 immediately so notify and consult with the other parties for no more than 21 days to consider amendments
28 to this PA. The parties may agree to a longer consultation period. This PA may be amended only upon the
29 written agreement of all signatory parties. Amendments shall be executed in accordance with 36 CFR
30 800.6(c).

31
32 B. This PA may be terminated unilaterally by the Trust. It may be terminated by agreement of any two
33 signatory parties. The signatory parties proposing termination shall notify all parties to this PA explaining
34 the reasons for the termination. Prior to termination, whether by the Trust or any other signatory parties, the
35 signatory parties shall consult for no more than 21 days to consider alternatives that would avoid
36 termination. The signatory parties may agree to a longer consultation period. Should such consultation fail,
37 the signatory parties supporting termination may terminate this PA by so notifying all parties to this PA in
38 writing.

39
40 C. If this PA is terminated the Trust shall proceed in accordance with 36 CFR Part 800 Subpart B with
41 regard to undertakings covered by this PA.

42 43 XX. DEFINITIONS

44
45 The definitions of terms appearing at 36 CFR 800.16 are incorporated by reference into this PA.

46 47 XXI. REVIEW OF AGREEMENT

48
49 A. On or before January 30th of each year so long as this PA is in effect, the Trust shall prepare and
50 provide to all parties an Annual Report (Report) describing how the Trust is carrying out its responsibilities
51 under this PA. The Trust shall ensure that the Report is made available to the public and that potentially
52 interested persons and members of the public are invited to provide comments to the ACHP and SHPO as
53 well as to the Trust. At the request of the ACHP or SHPO, the Trust shall supplement this process through
54 meeting(s) to address comments and/or questions. The Report shall include, at a minimum:

55 1. A list of all undertakings reviewed under Stipulation VII. and a summary of Tax Credit projects as

1 described in Stipulation XIV. above.

2
3 2. Efforts to identify and/or evaluate potential historic properties, monitoring efforts, archaeological
4 management assessments or research designs, and treatment of historic properties.

5
6 3. Reports of any training given pursuant to Stipulation IV. above, identification of current Trust points
7 of contact, and notification of any historic preservation personnel changes.

8
9 4. Any recommendations to amend this PA or improve communications among the parties.

10
11 B. The activities listed in Appendix A shall be reviewed as part of the Report at which time the signatory
12 parties may modify the list by adding new activities or removing other activities without requiring
13 amendment of the PA. Should the SHPO or ACHP object in writing to the Trust regarding the Report, the
14 objection will be resolved pursuant to Stipulation XVIII.

15
16 C. The SHPO and ACHP may monitor activities carried out pursuant to this PA, and the ACHP will review
17 such activities if it deems necessary or is so requested. The Trust shall cooperate with the SHPO and the
18 ACHP in carrying out their monitoring and review responsibilities.

19
20 **XXII. EFFECT OF THE PASSAGE OF TIME**

21
22 In any case where a party fails to comment or act within a time frame that is specified or is otherwise agreed
23 upon by the parties, the Trust may thereafter immediately proceed in the matter at issue without further
24 regard to comments or actions by that party.

25
26 **XXIII. DURATION**

27
28 This PA shall become effective upon execution by the Trust, the SHPO, and the ACHP and shall remain in
29 effect until 2013, or unless terminated prior to that time in accordance with Stipulation XIX., or unless it is
30 extended for an additional period of time by mutual written agreement of the signatory parties.

31
32 **XXIV. EXECUTION AND IMPLEMENTATION**

33
34 Execution and implementation of this Programmatic Agreement evidences that the Trust has satisfied its
35 Section 106 and Section 110(f) responsibilities for all undertakings covered by this PA, including, but not
36 limited to: PTIP, maintenance, rehabilitation, repair, moving, construction and deconstruction of buildings,
37 structures and roads, and work regarding grounds and associated landscaping within the area of
38 responsibility of the Trust. Execution and implementation of this PA also evidences that the Trust has
39 afforded the ACHP a reasonable opportunity to comment on the undertakings and their effects on historic
40 properties and that the Trust has taken into account the effects of the undertakings on historic properties.

41
42 **SIGNATORY PARTIES:**

43
44 **THE PRESIDIO TRUST**

ADVISORY COUNCIL ON HISTORIC PRESERVATION

45
46 **BY:** _____

BY: _____

47
48 **TITLE:** _____

TITLE: _____

1 CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

2

3 BY: _____

4

5 TITLE: _____

6

7 THE NATIONAL PARK SERVICE

8 GOLDEN GATE NATIONAL RECREATION AREA

9

10 BY: _____

11

12 TITLE: _____

13

14

15 CONCURRING PARTIES:

16

17 NATIONAL TRUST FOR HISTORIC PRESERVATION

18

19 BY: _____

20

21 TITLE: _____

22

23

24 FORT POINT AND PRESIDIO HISTORICAL ASSOCIATION

25

26 BY: _____

27

28 TITLE: _____

29

30

This is a true and correct copy of the final, signed version of the Programmatic Agreement. An executed copy is available for review in the Presidio Trust Library.

31

1 APPENDIX A - REPETITIVE OR LOW IMPACT ACTIVITIES

2
3 The following classes of undertakings are exempt from further review or consultation under the terms of
4 this PA.

- 5
6 1. Maintenance of contributing buildings which includes:
7 a. Housekeeping, routine maintenance, building monitoring, and other such actions (such as
8 repair/replacement of light switches, and rewiring existing fixtures in existing conduit,
9 replacement of window putty) that do not damage historic fabric.
10 b. Painting of historic structures (exterior and interior) to match existing color, consistent with
11 approved Residential Paint Palette, or based on paint analysis by an architect or exhibit
12 specialist.
13
- 14 2. Maintenance operations for non-contributing buildings in an historic district, except excavations and
15 borings in archaeologically sensitive areas.
16
- 17 3. Painting of non-historic structures (exterior and interior).
18
- 19 4. Maintenance and repair or replacement of roofs or parts of a roof on historic and non-historic structures
20 that are deteriorated, when replacement matches existing or original material and design, and the Presidio of
21 San Francisco Rehabilitation Guidelines, or maintenance scope of work that does not alter the integrity of
22 the historic material.
23
- 24 5. Regrading of terrain adjacent to a building to achieve positive water runoff in areas not designated as
25 archaeologically sensitive or having vegetation which contributes to the cultural landscape.
26
- 27 6. Routine grounds maintenance such as grass cutting and treatment, maintenance of shrubs, and tree
28 trimming provided these activities are consistent with the Vegetation Management Plan and preservation of
29 the cultural landscape.
30
- 31 7. Maintenance of existing roads or existing parking areas, including repaving and grading, within
32 previously disturbed areas.
33
- 34 8. Rehabilitation, maintenance, or replacement of utility lines, transmission lines, and non-historic fences
35 and walls within previously disturbed areas, not including known archaeological sites.
36
- 37 9. Health and safety activities such as non-destructive testing for radon gas, asbestos, lead-based paint, lead
38 pipes, and hazardous materials and wastes.
39
- 40 10. Conducting non-ground disturbing elements of the applicable Integrated Pest Management program for
41 control of pests such as termites, insects, and rodents.
42
- 43 11. Maintenance of existing facilities that does not involve new or additional ground disturbance (e.g.,
44 maintenance or replacement of guard rails, barriers, traffic control devices, light fixtures, non-historic curbs
45 and sidewalks).
46
- 47 12. Maintenance (that does not change the configuration or appearance of the existing facilities) of existing
48 electronic communication sites involving no ground disturbance.
49
- 50 13. Drilling test wells for such purposes as water, slope stability, and detection of contaminants when
51 continuous core sample is submitted to archaeology lab, not including known archaeological sites.
52
- 53 14. Mitigation or abatement of hazardous materials where this can be accomplished without impact to historic
54 integrity or character-defining features in situations such as the following:
55 a. Removal of asbestos insulation from piping and around duct work in open areas;

- 1 b. Removal of damaged asbestos floor tile and replacement with similar non-asbestos tile;
- 2 c. Carpeting over damaged asbestos floor tiles which do not contribute to the historic significance of
- 3 a structure;
- 4 d. Encapsulation of lead-based paint in window trim and molding where there is no change to
- 5 appearance.

6

7 15. Conducting destructive testing in contributing buildings to expose and assess concealed structural

8 conditions and/or to assess material capacities.

9

10 This appendix may be revised with the written agreement of ACHP, SHPO, NPS, and the Trust without a

11 revision being made to the underlying PA. Any such change will be documented in the Report described in

12 Stipulation XXI. above.

13