

**PROGRAMMATIC AGREEMENT  
AMONG THE PRESIDIO TRUST, NATIONAL PARK SERVICE,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE PRESIDIO TRUST MANAGEMENT PLAN  
AND  
VARIOUS OPERATION AND MAINTENANCE ACTIVITIES  
FOR AREA B OF  
RESIDIO OF SAN FRANCISCO NATIONAL HISTORIC LANDMARK DISTRICT,  
GOLDEN GATE NATIONAL RECREATION AREA  
SAN FRANCISCO, CALIFORNIA**

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

**WHEREAS**, pursuant to Public Law 104-333, administrative jurisdiction was transferred to the Trust on July 1, 1998 for approximately 80% of the Presidio that was depicted as Area B on the map entitled “Presidio Trust Number 1,” dated December 7, 1995, (see Appendix C) which may be amended from time to time, and which serves as the area of potential effect (APE) for this undertaking; and

**WHEREAS**, the entire Presidio is within the Golden Gate National Recreation Area (GGNRA) and is a designated National Historic Landmark District (NHLD) representing 218 years of military history, is listed on the National Register of Historic Places (NRHP), and contains individually eligible NRHP historic properties that are both prehistoric and historic; and

**WHEREAS**, the Trust, in order to uphold its Congressionally mandated requirement of preserving Area B of the Presidio as part of GGNRA and of financial self-sufficiency, carries out a variety of undertakings subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. Part 800, including but not limited to maintenance, rehabilitation, repair, moving, interim and long-term leasing, construction and demolition of buildings, structures, and roads, and work regarding grounds and associated landscaping as proposed under the Presidio Trust Management Plan (PTMP, 2002 with updates), or proposed under the direct or indirect jurisdiction of the Trust including undertakings proposed by the Trust's permittees, federal or non-federal tenants, or other parties; and

**WHEREAS**, the Trust has determined that these undertakings may have an effect upon historic properties listed in or eligible for listing in the NRHP, including properties that contribute to the NHL, and has consulted with the Advisory Council on Historic Preservation (ACHP) and California State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. Part 800; and

**WHEREAS**, the Trust has notified the Secretary of the Interior (SOI) in accordance with 36 C.F.R. § 800.10(c), and the National Park Service’s (NPS) Pacific West Regional Office and the GGNRA are representing the SOI, and have been invited to sign this Programmatic Agreement (PA) as an invited signatory, and that both the Pacific West Regional Office and GGNRA will receive information and participate in consultations, and that the Pacific West Regional Office will be the signatory authority for NPS; and

**WHEREAS**, the Trust has identified and notified parties as consulting parties (Appendix G); and

51 **WHEREAS**, the Trust has invited the National Trust for Historic Preservation (NTHP) and the Presidio  
52 Historical Association (PHA) to sign this PA as concurring parties; and  
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54 **WHEREAS**, in July and November 2013 the Trust notified the public through its regular “eNews”  
55 electronic mail distribution list of the consultation for the development of this PA, and afforded them the  
56 opportunity to comment; and  
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58 **WHEREAS**, the Trust has made a good faith effort to locate federally recognized Indian tribes that may  
59 attach religious and cultural significance to properties under the administrative jurisdiction of the Trust or  
60 with which the Trust could consult under the Native American Graves Protection and Repatriation Act  
61 (NAGPRA); and the Trust has determined that there are no such federally recognized tribes; and  
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63 **WHEREAS**, in accordance with 36 C.F.R. § 800.6(a)(1), the Trust has notified the Advisory Council on  
64 Historic Preservation (ACHP) of its effect determination providing the specified documentation, and the  
65 ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii) (the Trust,  
66 SHPO, and the ACHP are each a “Signatory,” and the NPS is an “Invited Signatory” to the PA and,  
67 hereafter are “Signatories”); and  
68

69 **WHEREAS**, the remaining area of the Presidio depicted as Area A on “Presidio Trust Number 1,” dated  
70 December 7, 1995,(see Appendix C) remains under the administrative jurisdiction of the NPS and is not  
71 subject to this PA; and  
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73 **WHEREAS**, the San Francisco National Cemetery remains under the administrative jurisdiction of the  
74 United States Department of Veterans Affairs and is not subject to this PA; and  
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76 **WHEREAS**, the undertakings contemplated under the Main Post Update (MPU), adopted by the Trust in  
77 2011, are not subject to this PA, but are within the scope of the *Programmatic Agreement Among the*  
78 *Presidio Trust, the California State Historic Preservation Officer, the National Park Service, and the*  
79 *Advisory Council on Historic Preservation for the Main Post Update to the Presidio Trust Management*  
80 *Plan, Presidio of San Francisco National Historic Landmark, San Francisco, California (PA-MPU,*  
81 *2011); and*  
82

83 **WHEREAS**, the undertakings contemplated under the *Programmatic Agreement Among the Presidio*  
84 *Trust, the Advisory Council on Historic Preservation, the National Park Service and the California State*  
85 *Historic Preservation Officer Regarding Deconstruction, New Construction, and the Execution of*  
86 *Associated Leases at the Letterman Complex, Presidio of San Francisco, California (LDA PA, 2000)*  
87 have been completed and according to Stipulation XIII of the LDA PA the signatory parties have agreed  
88 to terminate the PA; and  
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90 **WHEREAS**, the PTMP is a comprehensive programmatic plan developed by the Trust to guide the  
91 management of Area B and is a programmatic document that presents a range of preferred land uses,  
92 Planning Principles (Principles), and Planning District Guidelines (PDG) for identified planning districts  
93 within Area B of the Presidio; the Principles and PDG are intended as a policy framework to guide the  
94 Trust’s future activities as well as further project-specific and/or district-level planning prior to building  
95 demolition or new construction with the potential to adversely affect historic properties; and  
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97 **WHEREAS**, the Trust, SHPO, NPS, and the ACHP consulted on the PTMP, including its Principles and  
98 PDG, and executed an agreement document in 2002, which the NTHP and PHA signed as concurring  
99 parties, that expires on April 30, 2014, or upon execution of this PA; and  
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**WHEREAS**, the Trust will employ the 2013 Council for Environmental Quality (CEQ) and ACHP guidance for coordinating its agency procedures and mechanisms (including mechanisms under the National Environmental Policy Act (NEPA)) to fulfill their consultation requirements as found in the "NEPA and NHPA: Handbook for Integrating NEPA and Section 106 Reviews" (CEQ/ACHP Guidance); and

**WHEREAS**, the Trust and NPS have conducted numerous surveys and evaluations to identify NRHP-eligible and NHL-D-contributing properties for the entire Presidio NHL-D, including archaeological surveys, and regardless of administrative jurisdiction; the most complete survey to date is the 1993 NHL-D update; the Trust is currently determining if there are additional properties in Area B not previously listed or determined eligible for listing on the NR or as contributors to the NHL-D via the 2008 NHL-D update, which considers eligibility of post-1945 resources, but does not re-evaluate resources listed in the 1993 NHL-D update; and

**WHEREAS**, the Trust has secured a commitment from the Federal Highways Administration (FHWA) through the *Programmatic Agreement among the Federal Highway Administration, the California Department of Transportation, the San Francisco County Transportation Authority, the Presidio Trust, the National Park Service, the Department of Veterans Affairs, the California State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the San Francisco County Recreation and Parks Department for the South Access to the Golden Gate Bridge, Doyle Drive Replacement Project, San Francisco, California* (Doyle Drive PA, 2008) to comprehensively update the NHL-D forms again at the conclusion of the Doyle Drive/Presidio Parkway construction project (estimated 2016); and

**WHEREAS**, the Trust shall strive to manage and preserve the integrity of that portion of the NHL-D in Area B through planning, research, and specific undertakings consistent with good historic preservation management and stewardship, the goals of the NHPA and related regulations, standards, and guidelines; these efforts are with the objective of remaining in compliance with the applicable provisions of the NHPA and the Presidio Trust Act; and

**WHEREAS**, the Trust as the federal agency with administrative jurisdiction for Area B is the responsible agent for design consistency, conformance with building codes, life/safety and accessibility standards, conformance with sustainability guidelines and goals, and integration and operation of infrastructure systems such as electricity, water, and sewer and has developed a Tenant Handbook and other such descriptive materials to guide this responsibility; and

**WHEREAS**, the Trust has consulted with the SHPO, NPS and the ACHP regarding ways to ensure that the Trust's operation, management, and administration of the NHL-D provides for management of the Presidio's historic properties in accordance with the relevant sections of the NHPA; and

**NOW, THEREFORE**, the Trust, NPS, SHPO, and ACHP agree that the undertakings shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

## STIPULATIONS

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

### I. ROLES AND RESPONSIBILITIES

#### A. The Trust

1. The Trust's Executive Director shall be the designated Federal Preservation Officer (FPO) and shall be responsible for funding the agency's preservation program and assigning qualified staff and other resources to carry out identification and management responsibilities effectively. The FPO will have sufficient authority and control over internal processes to ensure that decisions made pursuant to this PA are carried out.
2. The FPO shall designate a Deputy Federal Preservation Officer (DFPO) who shall be responsible for coordination of the preservation program and implementation of the terms of this PA. The DFPO shall meet the requirements for a Preservation Officer as defined in "The Secretary of the Interior's Standards and Guidelines for Federal Agency Historic Preservation Programs Pursuant to the National Historic Preservation Act," have five years or more experience in historic preservation and meet the professional qualifications for Archaeologist, Historian, Architectural Historian or Historic Architect included in "The Secretary of the Interior's Historic Preservation Professional Qualification Standards." The DFPO shall coordinate with the NEPA Compliance Manager and N<sup>2</sup> Compliance Coordinator in carrying out the provisions of Stipulations IV and V.
3. All work pursuant to this PA regarding historic properties will be performed by, reviewed by, or under the supervision of, a person or persons having five years or more experience in historic preservation and meeting the professional qualifications for Archaeologist, Historian, Architectural Historian, or Historic Architect included in "The Secretary of the Interior's Historic Preservation Professional Qualification Standards."
4. The Trust shall ensure that the agency's operation, management, and administration of the Presidio's historic properties are carried out in accordance with Section 112 of the NHPA.

#### B. SHPO, NPS, and the ACHP

1. The SHPO and the NPS will review and comment on undertakings in accordance with Stipulations IV, V, VI, VII and VIII may raise and resolve objections according to Stipulation IX, and may amend or terminate this agreement according to Stipulations X and XI.
2. The ACHP may raise and resolve objections according to Stipulations IV and IX and may amend or terminate this agreement according to Stipulations X and XI.

#### C. Concurring Parties

1. Concurring parties may review and comment on undertakings pursuant to Stipulation IV, VI, and VII and may raise objections according to Stipulation IX.

D. The Public

1. The public may participate in public comment periods and review undertakings according to Stipulation IV, and review and comment on the Trust's annual report in accordance with Stipulation XIV.

## II. CONTINUING EDUCATION

A. The Trust shall provide ongoing and appropriate training to Trust personnel involved in the maintenance, repair, and rehabilitation of historic buildings, structures and housing units, and for all personnel responsible for making decisions regarding maintenance, repair, and rehabilitation at the Presidio.

B. The Trust shall regularly organize, facilitate, or partner with outside organizations to provide specialized crafts training programs in practical application of "The Secretary of the Interior's Standards for the Treatment of Historic Properties" (Secretary's Standards) and other subject matter related to management of the NHLD to applicable Trust staff.

C. The Trust shall provide training in conservation practices as applied to historic structures and archaeological sites to Trust personnel for work at the Presidio.

D. The Trust shall develop and implement an in-house training program to advise Trust personnel of this PA and procedures, techniques, and related matters regarding the preservation of the historic properties located within Area B within six months of execution of this PA. The training will be repeated every other year thereafter.

E. The Trust shall provide guidance and available research materials, reports, NRHP forms, condition assessments, the Tenant Handbook, design standards, and all such materials in its possession that will assist tenants or other parties in designing projects that may affect historic properties at the Presidio, including the following:

1. Provide guidance in Presidio design and construction standards as indicated in the Tenant Handbook and other verbal and written guidance materials.

2. Provide guidance in the professional areas of historic preservation, architecture, engineering, fire and life/safety, security, building construction, materials conservation, historic architecture, historic landscape architecture, archaeology, and history as appropriate.

3. Provide ongoing review in the disciplines of historic architecture, historic landscape architecture, and archaeology, on historic building and landscape rehabilitation designs, and advise project proponents as designs progress and on modifications to scopes of work that will bring them into compliance with the Secretary's Standards.

F. The Trust shall detail the scope of professional development undertaken each year as part of the Trust's annual report in accordance with Stipulation XIV.

### III. DOCUMENTATION, IDENTIFICATION, EVALUATION & ANALYSIS OF HISTORIC PROPERTIES

#### A. Documentation, Identification & Evaluation of Historic Properties

1. Evaluation of buildings or structures shall be conducted within the framework of the National Historic Landmarks Criteria, the NRHP Criteria, and the “National Register of Historic Places Registration Forms for the Presidio of San Francisco National Historic Landmark District” (1993, or subsequent updates). If properties are found that date to either before or after the period of significance (such as prehistoric) or do not fit the NHL criteria, those properties will be individually evaluated under NRHP criteria.

2. If a property in Area B that was not previously listed as a contributor to the NHLD or determined eligible for listing on the NRHP is determined by the Trust to be eligible, the Trust shall treat that property as eligible for purposes of this PA. The Trust shall consult on such decisions with the NPS and SHPO. Consultation on these decisions should not exceed 30 days unless another time period is agreed to by the signatories. Any such consultations will be documented in the Trust’s annual report in accordance with Stipulation XIV below, and according to appropriate documentation protocols determined in consultation with SHPO and the NPS.

3. If the Trust determines that a property not previously listed or evaluated does not contribute to the NHLD or is not eligible for listing on the NRHP, the Trust shall consult with the SHPO and NPS on such decisions. Consultation on these decisions should not exceed 30 days unless another time period is agreed to by the signatories. Such consultations will be documented in the Trust’s annual report in accordance with Stipulation XIV below, and according to appropriate documentation protocols determined in consultation with SHPO and the NPS.

4. The Trust shall evaluate, or cause to be evaluated, the significance of and apply NHL and NRHP criteria to archaeological properties that have not previously been evaluated for contributing to the NHLD or determined eligible for listing on the NRHP. The Trust shall consult with the SHPO and NPS on such decisions. Consultation on these decisions should not exceed 30 days unless another time period is agreed to by the signatories. Such consultations will be documented in the Trust’s annual report in accordance with Stipulation XIV below, and according to appropriate documentation protocols determined in consultation with SHPO and the NPS.

5. If the Trust, NPS, and SHPO disagree about a property the Trust has determined eligible or ineligible, the Trust will submit the matter to the Keeper of the National Register in accordance with 36 C.F.R. Part 63(d).

6. Should a concurring party to this PA or a member of the public believe that a property found ineligible under this stipulation is eligible as a contributor to the NHLD or for listing in the NRHP, that party or person may contact the Trust, SHPO, and NPS to request consultation on the determination. Consultation should not exceed 30 days. Should the consultation fail to reach concurrence on the determination, that party or person may contact the Keeper of the National Register and request a determination of eligibility under 36 C.F.R. § 63.4.

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295 7. Ten years following the acceptance by the NPS of the NHLD update that will be  
296 completed by FHWA in accordance with the Doyle Drive PA, the Trust shall initiate the  
297 next comprehensive update to the NHLD.  
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299 B. Analysis of Historic Properties  
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301 1. The Trust may, at its discretion, prepare analysis documents and issue-oriented  
302 plans in order to inform maintenance plans or consultation around rehabilitation or  
303 management strategies for historic properties. These documents shall include, but not be  
304 limited to, sub-district or site-specific design guidelines, historic structure reports  
305 (HSRs), cultural landscape reports (CLRs), or issue-oriented plans (e.g., Vegetation  
306 Management Plan, Historic Forest Character Study).  
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308 a) The Trust shall prepare CLRs according to the format recommended by  
309 Chapter 7 (Management of Cultural Landscapes) of *NPS 28: Cultural Resource*  
310 *Management Guideline*.  
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312 b) All HSRs shall be written in accordance with the standards established in  
313 *Preservation Brief 43: The Preparation and Use of Historic Structure Reports*  
314 (NPS, 2005). The HSRs will include a history of the property/building,  
315 construction history, archaeology, architectural evaluation, conditions  
316 assessment, maintenance requirements, recommendations for proposed work,  
317 copies of original drawings and specifications (if available), current drawings if  
318 different from the original, and historic and current photographs.  
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320 c) Sub-district or site-specific design guidelines shall remain consistent  
321 with applicable Principles and PDGs to the maximum extent possible.  
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323 2. The Trust shall notify parties of its intent to prepare a document under this  
324 stipulation via electronic mail once a project has been initiated.  
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326 a) Upon completion of a first draft, the DFPO shall provide copies of the  
327 document to signatory and concurring parties for a 30 day review and comment  
328 period, unless another time period is agreed to by the signatories, prior to  
329 finalization. Documents will be sent in electronic or hard copy according to the  
330 recipient organization's requirements.  
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332 b) Comments received within the comment period will be considered in the  
333 finalization of the documentation.  
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335 c) The DFPO will circulate a summary of all comments received during the  
336 review period and the Trust's responses along with final copies of the documents.  
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338 d) Final copies of the documents shall be posted to the Trust's website and  
339 described in the Trust's annual report in accordance with Stipulation XIV.  
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3. Completion of an analysis document that contains treatment recommendations shall not substitute for review of an undertaking involving applicable historic properties under Stipulation IV. Rather, the documents prepared under this stipulation are intended to inform the Trust's and consulting parties' ability to assess and reach determinations of effect for undertakings reviewed under Stipulation IV.

#### IV. REVIEW OF UNDERTAKINGS

##### A. Determine the Undertaking

1. Early in the planning process, consistent with 36 CFR 800.1(c), the DFPO shall determine if a proposed project, which may originate from the Trust, Trust's permittees, federal or non-federal tenants, or other parties, constitutes an undertaking.

a) If the DFPO determines the proposed project has no potential to cause effects to historic properties, then the Trust has no further obligations under this Stipulation.

b) If the DFPO determines the proposed project is an undertaking with the potential to cause effects on historic properties, the DFPO will proceed to the next step in the review process in accordance with Stipulation IV(A)(2).

2. The DFPO shall assign one of the following categories to the undertaking.

a) Undertakings that are repetitive and low impact in nature (as described in Appendix A; to be reviewed in accordance with Stipulation IV(A)(3)).

b) Undertakings that relate to the ongoing operation and maintenance of the Presidio that include, but are not limited to the following: maintenance, rehabilitation, repair, moving, interim and long-term leasing, road modifications or improvements, and work regarding grounds and associated landscaping, traffic and parking improvements, utility and infrastructure work, natural resource restoration, environmental remediation and forestry work, permits, leases, or other agreements issued by the Trust. These undertakings will be reviewed through the N<sup>2</sup> process that includes joint NHPA and NEPA (at the Categorical Exclusion, or CE, level) in accordance with Stipulation IV(C)(1).

c) Undertakings that relate to stand-alone new construction, substantial additions to historic buildings or landscapes, partial or full demolition of historic properties, a rehabilitation that includes any of the previous actions as part of its scope, or undertakings that are not associated with the PTMP, an issue oriented plan, or site specific design guidelines, within Area B. These undertakings will be reviewed by coordinating NHPA and NEPA (at the Environmental Assessment/Environmental Impact Statement (EA/EIS) level in accordance with Stipulation IV(C)(2)).

d) Undertakings that seek to obtain certification under the Federal Historic Preservation Tax Incentives Program (known as Tax Credit Reviews), and reviewed in accordance with Stipulation V.



e) Undertakings that may affect historic properties, but do not fit into one of the above categories listed in Stipulation IV(A)(2)(a) through (d) shall be reviewed in accordance with 36 C.F.R. § 800.

3. If the DFPO determines the undertaking is an activity that is listed in Appendix A, the DFPO will document this determination for inclusion in the Trust's annual report (Stipulation XIV), and the Trust has no further obligations under this Stipulation.

4. If the DFPO determines the undertaking is not an activity that is listed in Appendix A, the DFPO will continue on in the analysis and review process, beginning with Stipulation IV(B).

B. Define the Area of Potential Effects and Identify Historic Properties

1. The DFPO shall determine and document the undertaking's APE taking into account direct, indirect, and cumulative effects.

2. The DFPO will identify historic properties within the APE using the 1993 Update, the 2008 Update, subsequent NHL updates, or additional surveys if warranted. If there are unevaluated properties in the APE that may be eligible individually or as contributors to the NHL, the Trust shall consult with the SHPO and NPS according to Stipulation III.

3. If the DFPO determines that the APE contains no contributing or eligible resources, the DFPO shall consider the effect the project may have on the NHL as a whole. If the DFPO determines that the NHL or other historic properties will not be affected, this determination shall be documented for inclusion in the Trust's annual report (Stipulation XIV).

4. If the DFPO identifies a historic property that may be directly, indirectly, or cumulatively affected within the APE, the DFPO will continue on in the review process.

C. Assessment of Effects from the Undertaking and Resolution of Adverse Effects

The DFPO will assess the effects of the proposed undertaking, including cumulative effects, on historic properties using the criteria of adverse effects (36 C.F.R. § 800.5(a)(1)) and the Trust will complete the review process using one of the following compliance pathways.

1. N<sup>2</sup> Review Process

a) The Trust will assign a responsible project manager (PM) for each undertaking. The PM, who will represent the Trust, Trust's permittees, federal or non-federal tenants, or other parties, shall submit a package describing the proposed undertaking to the N<sup>2</sup> Compliance Coordinator for review by the DFPO and Trust NEPA Compliance Manager. The package will consist of a project summary document (known as a "Project Screening Form"), plans, drawings, specifications, photos, and any other information useful for describing the proposed undertaking.

- b) The DFPO shall add a description of the APE, in accordance with Stipulation IV(B)(1), to the Project Screening Form.
- c) The DFPO shall add identified historic properties, in accordance with Stipulation IV(B)(2), to the Project Screening Form.
- d) If necessary, the DFPO shall consult with the PM and other staff qualified according to Stipulation I(A)(3) in order to ensure that the undertaking can achieve a finding of no adverse effect.
- e) In collaboration with the Trust's Principal Archaeologist, Archaeologist or other qualified archaeologist, the DFPO shall ensure that an appropriate level of archaeological identification, assessment, or monitoring is performed for undertakings on top of or in proximity to archaeological areas of the NHL (see Appendix D), in accordance with an Archaeological Management Assessment (AMA) prepared for the undertaking in accordance with Stipulation VI.
- f) The DFPO shall make one of the following determinations (see Appendix E for a flow chart of the below steps):
- (1) **Historic Property Affected, No Adverse Effect** - If the above process results in the DFPO determining there is no adverse effect, the DFPO will document that finding in the undertaking's administrative record, along with stipulations to ensure that any unanticipated adverse effects are avoided, and ensure that the finding is included within the Trust's annual report in accordance with Stipulation XIV, and the undertaking may be implemented
  - (2) **Historic Property Affected, No Adverse Effect through Conditions** - If the above process results in the DFPO's finding that the proposed undertaking will have no adverse effect on historic properties with conditions, the DFPO will place the item on the agenda for the weekly N<sup>2</sup> review, which will consist of the following:
    - (a) The DFPO will prepare a project summary for circulation via electronic mail to qualified Trust staff that will participate in the review, signatory parties, except the ACHP, and concurring parties no later than the Monday before the regular Thursday morning meetings (occurring each week at 10:00 am Pacific Time). The project summary shall include information describing how the undertaking has been designed to avoid adverse effects. Hard copies of the Project Screening Form and supporting materials will also be made available in the Trust library, located at 103 Montgomery Street, for review and comment by the public.

(b) Signatory, concurring parties and the public may submit comments or questions about the project ahead of the Thursday meetings; signatory and concurring parties may also attend the meeting in person. Trust staff qualified under Stipulation I(A)(3) will review the project documents ahead of time and be present at the meeting to contribute to the discussion and development of conditions.

(c) Trust compliance staff will document meeting minutes and conditions required to support the no adverse effect determination, and circulate these draft minutes to signatory and concurring parties via electronic mail for comment or questions within five (5) business days of the meeting. The minutes and conditions shall reflect input from the DFPO and qualified Trust staff, as well as comments received from signatory and concurring parties or the public.

(d) Within five (5) business days following circulation of the meeting minutes and project conditions, the DFPO will distribute final minutes via electronic mail and then prepare a Certificate of Compliance (CoC) and Categorical Exclusion (CE) to be included in the undertaking's administrative record.

(e) The Trust will include the project description and finding in the Trust's annual report in accordance with Stipulation XIV and make the finding available upon request to any party or the public.

(f) Following the issuance of the CE and/or CoC, and absent objection by any consulting party or member of the public who has requested a copy of the finding, the undertaking may proceed without further review per this Stipulation.

(g) Because the Trust coordinates its NEPA and NHPA review, projects may appear on the N<sup>2</sup> agenda that have only NEPA implications (e.g. approval of new herbicides for use in Area B), and do not constitute an undertaking. In these cases, the Trust will note on the agenda that the project has no potential to affect historic properties and thus will not be subject to NHPA review.

(3) **Historic Property Affected, Adverse Effect** - If the DFPO finds that the proposed undertaking will have an adverse effect on historic properties, the DFPO shall consult with the NPS and SHPO to determine if the adverse effect may be avoided.

(a) Where the Trust, SHPO, and the NPS agree on measures to avoid adverse effects, they shall document their agreement in the administrative record for the project, and include a summary of avoidance measures for the undertaking in the annual report in accordance with Stipulation XIV. The undertaking may proceed without further review per this Stipulation.

(b) If the DFPO finds the proposed undertaking will result in an adverse effect and consults with NPS and SHPO but fails to reach agreement pursuant to paragraph IV(C)(1)(f)(3)(a) above, then the DFPO shall also consult with ACHP and the concurring parties to resolve the adverse effect in accordance with 36 CFR 800.6.

## 2. Coordination with an Environmental Assessment or Environmental Impact Statement Process

a) If the Trust is preparing an EA or an EIS for NEPA it shall follow recommendations in the CEQ/ACHP Guidance, Section IV “Road Map for Coordination,” relative to development of a comprehensive communication plan, creation of an integrated strategy for completing studies to fill data gaps that meet information standards and timing requirements for both NEPA and NHPA processes, and – where appropriate – descriptions of mitigation commitments in the decision record. The Trust will include a project-specific description of its intended “Road Map for Coordination” as part of the scoping notice for NEPA and initiation of NHPA consultation under this stipulation.

b) The Trust shall ensure that the undertakings reviewed under this compliance pathway conform to the Secretary’s Standards, the Principles, and any applicable PDG to the maximum extent possible.

c) First Consultation Package - In coordination with the opening of public scoping for the NEPA process and consistent with 36 CFR 800.1(c), the Trust shall provide the SHPO, the NPS, and concurring parties with an initial consultation package.

(1) The First Consultation Package shall include the following: a determination of the project to be an undertaking (Stipulation IV(A)(2)), a graphic and written justification for the proposed APE and list of historic properties identified in the proposed APE (Stipulation IV(B)(1) and (2)), and a preliminary assessment of effect based on the undertaking’s consistency with the Secretary’s Standards, Principles, and relevant PDGs.

(2) Provided the purpose and need describes a project that has been determined to be an undertaking (in accordance with Stipulation IV(A)(2)), the preliminary assessment of effect shall be one of the following: (1) Historic Property Affected, No Adverse Effect, (2) Historic Property Affected, No Adverse Effect through Conditions, or (3) Historic Property Affected, Adverse Effect. The comment period on this consultation package shall be coordinated with the NEPA scoping period, and will be specified in the cover letter. The comment period shall not be fewer than thirty (30) days.

d) Second Consultation Package & Process - In coordination with the release of a draft EA/Finding of No Significant Impact (FONSI) or draft EIS, the Trust will distribute to the SHPO, the NPS, and concurring parties for comment a second consultation package.

(1) For undertakings with a preliminary finding of “historic property affected, no adverse effect” or “historic property affected, no adverse effect through conditions”, the Second Consultation Package will contain the following: a final APE, summary of scoping comments and the Trust’s responses, and a determination of effect regarding the undertaking on historic properties. The Trust will include supplemental information in the second consultation package that describes the historic properties and an analysis of how the undertaking will affect them. The package will also contain a request for a consultation meeting among the signatory parties in order to discuss the Trust’s finding and seek a consensus that the undertaking will not adversely affect historic properties, conforms to the Secretary’s Standards, the Principles and any applicable PDGs to the maximum extent possible.

(a) The concurring parties will have thirty (30) days following the date of receipt of the second consultation package to provide written comments to the Trust for the signatory parties’ consideration during this consultation. The Trust shall provide these comments to the signatory parties.

(b) The signatory parties will have thirty (30) days following the date of receipt of the second consultation package to provide written comments to the Trust regarding the determination of effect and changes, if any, that are needed for the undertaking to avoid adverse effects, meet the Secretary’s Standards, the Principles and applicable PDGs.

(c) The consultation meeting to discuss these comments will be held in person or by telephone within ten (10) days of the close of the thirty (30) day comment period described under Stipulation IV(C)(2)(e)(1), or from the close of any extended comment period. The Trust shall provide a summary of all comments from the public gathered via review of the draft EA or EIS to the signatory parties prior to the consultation meeting. The signatory parties may decide to forego the consultation meeting if they have indicated concurrence with the Trust's findings in their comments.

(d) If the Trust modifies the undertaking in response to comments received from the SHPO and NPS in order to achieve concurrence on a finding of no adverse effect, or the signatory parties concur with the findings or decline to comment, the Trust shall document these modifications, finalize the EA/EIS and revised description of the undertaking, and immediately provide each of the other parties with copies of the final materials. The Trust shall document this determination for inclusion in the Trust's annual report (Stipulation XIV), and the Trust has no further obligations under this Stipulation.

(2) For undertakings with a preliminary finding of "historic property affected, adverse effect", the Second Consultation Package will contain the following:  
a final APE, summary of scoping comments and the Trust's responses, and an assessment of the undertaking's effects on historic properties. The Trust will include supplemental information in the second consultation package that describes the historic properties and an analysis of how the undertaking will affect them. The package will also contain a request for a consultation meeting among the signatory parties in order to discuss the Trust's finding and seek a consensus on avoidance measures.

(a) The concurring parties will have thirty (30) days following the date of receipt of the second consultation package to provide written comments to the Trust for the signatory parties' consideration during this consultation.

(b) The signatory parties will have thirty (30) days following the date of receipt of the second consultation package to provide written comments to the Trust regarding the assessment of effect and comment on ways the undertaking could be modified to avoid adverse effects, meet the Secretary's Standards, the Principles and applicable PDGs.

(c) The consultation meeting to discuss these comments will be held in person or by telephone within ten (10) days of the close of the thirty (30) day comment period described under Stipulation IV(C)(2)(e)(1), or from the close of any extended comment period. The Trust shall provide a summary of all comments from the public gathered via review of the draft EA or EIS to the signatory parties prior to the consultation meeting.

(d) Where the Trust, SHPO, and the NPS agree on how to avoid adverse effects, they shall document their agreement in the administrative record for the undertaking, the Trust may finalize the EA/EIS to include the revised description of the undertaking and immediately provide each of the other parties with copies of the final materials. The Trust shall document this determination for inclusion in the Trust's annual report (Stipulation XIV), and the Trust has no further obligations under this Stipulation.

(e) If the DFPO consults with NPS and SHPO but fails to reach agreement, then the DFPO shall also consult with ACHP and the concurring parties to resolve the adverse effect in accordance with 36 CFR 800.6.

3. Failure of NPS, SHPO, ACHP, or the concurring parties to comment within the timeframes established by this stipulation or within timeframes otherwise agreed to by those parties on any document submitted for review pursuant to this stipulation will be deemed a waiver of the opportunity to comment, and the Trust may proceed without considering comment(s) that might otherwise have been made. However, the Trust shall consider the reasonable request via written or electronic mail of any signatory party for a modification of the timeframes established by this stipulation.

## **V. Coordination with the Federal Historic Preservation Tax Incentives Program**

This stipulation applies to all undertakings in Area B proposed by tenants or others (hereby referred to as Applicants) seeking to participate in the Federal Historic Preservation Tax Incentives Program. It defines steps and responsibilities for coordinated Section 106 consultation and Certified Rehabilitation review so that the regulatory objectives of both processes may be met, and so that the Trust's role as the long-term manager of properties in Area B is supported.

- A. Applicants seeking to participate in the Federal Historic Preservation Tax Incentives Program for a historic property or properties located in Area B shall follow the process delineated in 36 CFR Part 67. For Tax Incentive project review, applicants are encouraged to engage in early conversations and coordination with the SHPO. Applicants will be responsible for submitting two copies each of Parts One, Two, and Three applications and amendments to SHPO for review and approval.
- B. The Trust shall accomplish Section 106 review for all Tax Incentive projects proposed by an Applicant through the processes described in Stipulation IV above. Consultation under Stipulation IV will address direct, indirect and cumulative effects. The Trust shall supplement consultation packages described under subparts IV(C)(1)(f)(2)(a) and IV(C)(2)(c) and (d) with

information from the Parts One and Two submittals that may assist in the review and comment of participating parties.

1. If the Applicant receives Part Two approval from the NPS-Technical Preservation Services (NPS-TPS) without conditions, the rehabilitation described in the Part Two application will be considered to conform to the Standards; and if Section 106 review under Stipulation IV results in no adverse direct, indirect, or cumulative effects from the undertaking, and Section 106 consultation under Stipulation IV will be concluded.
2. If conditions are placed on the Part Two approval, the Applicant shall be obligated to comply with those conditions.
  - i. The conditions may be resolved through compliance with the condition(s) or a Part Two amendment submitted to SHPO for review and approval. If the conditions are met and/or the amendment approved, the rehabilitation described in the Part Two application will be considered to conform to the Standards; and if the Section 106 review under Stipulation IV results in no adverse direct, indirect or cumulative effects from the undertaking, , and Section 106 consultation under Stipulation IV will be concluded.
  - ii. In the event that the Applicant cannot or will not modify the project to comply with the conditions, the Applicant may abandon the project or complete Section 106 review solely in accordance with Stipulation IV.
3. SHPO and NPS shall be responsible for coordinating comments on consultation packages submitted during the 106 review with comments on tax credit submittals among the separate reviewing offices (e.g., NPS-PWRO and NPS-TPS).

C. In addition to coordinating review under Stipulation IV(C), the Trust shall perform the following tasks in support of Tax Incentive projects:

1. The Trust will preliminarily review copies of Applicants' Parts One, Two and Three applications, and amendments to Part Two applications, prior to submittal to SHPO. The Trust will review these documents for their accuracy and consistency with Trust codes, regulations, planning documents, guidelines and general design direction as described in the Tenant Handbook and other such descriptive materials adopted or produced by the Trust for Area B. The Trust shall review these documents for no more than fifteen (15) calendar days and submit comments to the Applicant in writing prior to the Applicant's submittal of final documents to SHPO.
2. The Trust shall assist the Applicant in making a determination regarding Functionally Related Structures (FRS) according to 36 CFR 67.6(b)(4), and ensure the Applicant submits adequate documentation to NPS-TPS to confirm the determination in conjunction with the Part One application submittal.
  - i. If the NPS-TPS confirms that the tax credit project is an FRS, any other work within the complex of historically functionally related buildings that is not subject to the tax credit project must be submitted to the Trust for Section 106 review through Stipulations IV or V and demonstrated to meet the



Standards. Such determinations will be documented in the Trust's annual report in accordance with Stipulation XIV below.

- ii. If NPS-TPS confirms that there are no FRS because there is no historic functional relationship among the structures, a certification decision will be made for the tax credit project only. Any other work must be reviewed separately.

- 3. The Trust shall monitor the construction phase of a Tax Incentive project for compliance with any stipulations established through the Certified Rehabilitation process. The Trust shall also monitor the five (5) year recapture period after the Applicant's completion of the rehabilitation beginning from the date when the building or buildings associated with the Certified Rehabilitation is/are placed into service.

- i. The DFPO shall employ the review process described under Stipulation IV for any substantive actions proposed involving a Certified Rehabilitation during the five (5) year recapture period.
- ii. The DFPO shall direct the applicant to notify SHPO in writing to describe the nature of the proposed undertaking and request comment as to its appropriateness according to terms established via the Certified Rehabilitation. SHPO may consult with NPS-TPS as appropriate on the proposed additional work.
- iii. The DFPO shall ensure that the additional work is carried out according to direction from the SHPO and NPS-TPS
- iv. The DFPO shall document the work, along with the rest of the undertaking, in the Trust's annual Section 106 report in accordance with Stipulation XIV.

## **VI. ARCHAEOLOGY**

The Trust shall take all reasonable measures to protect archaeological sites and features identified inside the NHL. To accomplish this and inform the design process, an AMA shall be prepared by a qualified archaeologist for all undertakings that involve ground-disturbing activities within or adjacent to archaeologically sensitive areas (Stipulation IV(A)(2)(b-d)). All other ground disturbing activities are subject to archaeologist review via the Trust's dig permit process. The Trust's qualified archaeologist shall include copies of completed AMA's in the Trust's annual report in accordance with Stipulation XIV. Based on the Trust's assessment under Stipulation IV(C)(1)(e), the AMA will outline a course of action for the projects. This course of action shall include one or more of the following:

- A. The Trust shall develop a project-specific monitoring plan for those projects that are not anticipated to have an adverse effect, or that have been designed to avoid adverse effect during design development but that nonetheless are in or adjacent to identified or predicted archaeological areas (in accordance with Stipulation IV(C)(1)(f)(1) or IV(C)(1)(f)(2)). The monitoring plan will describe measures to protect archaeological features and will include the proposed location and frequency of monitoring along with required documentation procedures. Measures to identify, assess, and determine the appropriate treatment of archaeological features should they be encountered will be consistent with the discovery protocols (Appendix B).

B. The Trust shall develop a project-specific treatment plan at the completion of the schematic phase for projects that may have an adverse effect as determined under Stipulation IV(C)(1)(f)(2) but that require further identification to understand the content and dimensions of the features, to assess the nature and extent of the effect, and/or to guide continuing efforts to avoid the adverse effect. For the purposes of the undertaking, the Trust may assume NRHP eligibility for archaeological features identified. Identification will further refine recommendations in the AMA and may lead to a monitoring or treatment plan so that adverse effects will be avoided.

C. The Trust shall develop a project-specific treatment, monitoring, or other plan for those projects that have unavoidable adverse effects and where existing identification is sufficient to proceed with a treatment plan, or for which further identification is incorporated within the treatment plan. If this determination is reached through Stipulation IV(C)(1)(f)(3), the Trust shall consult with NPS and SHPO on the proposed treatment plan according to the terms of that Stipulation. The proposed plan will include a description of protection measures for unaffected archaeological features, relevant research questions to be answered, methods for data recovery, monitoring during construction, responsibilities and coordination, and the interpretation and curation of recovered materials. The plan will describe the mitigation sufficiently to serve as a scope of work and for the purpose of developing a budget. These reports will be summarized in the Trust's annual report in accordance with Stipulation XIV.

D. All material remains and associated records generated by such projects, and not subject to NAGPRA, will be accessioned, catalogued, and managed in accordance with 36 C.F.R. Part 79, "Curation of Federally-Owned and Administered Archaeological Collections," the Trust's *Archaeological Collections Policy* and the *Archaeological Collections Management Guidelines*. According to 36 C.F.R. Part 79 "material remains" means artifacts, objects, specimens and other physical evidence that are excavated or removed in connection with efforts to locate, evaluate, document, study, preserve or recover a prehistoric or historic resource.

## **VII. UNANTICIPATED EFFECTS & POST REVIEW DISCOVERY**

A. If after completion of an undertaking's review pursuant to Stipulation IV(C)(1) through (3), or if during the implementation of any previously reviewed undertaking, the Trust finds it necessary to modify the project scope or construction documents, the DFPO shall determine the necessary compliance pathway to address this modification in accordance with Stipulation IV(C).

B. The Trust shall utilize its Standard Archaeological Discovery Protocol (see Appendix B) for projects without any anticipated effects; this will be the only condition required prior to implementation. In the event of an archaeological discovery the Trust may assume eligibility for the purposes of treatment for the current undertaking. Should circumstances arise where the Trust cannot address discoveries in a manner consistent with the protocol, the Trust shall notify the SHPO and NPS of the discovery and any project-related time constraints, then agree upon reasonable time frames for consultation. The Trust shall take into account any timely comments prior to making a final decision on treatment. This protocol will describe the Trust's methods to comply with the Archaeological Resources Protection Act (ARPA) and NAGPRA for discoveries.

## **VIII. EMERGENCY RESPONSE**

A. In the event that an emergency occurs at the Presidio that affects historic properties, the Trust may take actions without consultation to preserve life or property.

1. Trust will notify SHPO and NPS within 24 hours of the emergency or as soon as conditions permit.

2. The Trust will notify the SHPO and NPS of any actions taken to preserve life or property within five days of completing the action.

3. The Trust will include a summary of the emergency and any actions taken in the Trust's annual report in accordance with Stipulation XIV.

B. In the event of a disaster or emergency declared by the President or the Governor of California, the Trust can undertake actions involving historic properties to prevent further damage within thirty (30) days from the declaration of the disaster or emergency.

1. Emergency response work will be conducted in a manner that avoids or minimizes effects on historic properties and, where possible, such emergency measures will be undertaken in a manner that does not foreclose future preservation or restoration.

2. The Trust shall notify the NPS and SHPO of the emergency within two (2) days of the declaration and include the steps being taken to address the emergency, and shall provide on-site monitoring of emergency response work by qualified personnel (safe working conditions permitting). NPS and SHPO may comment on the proposed steps in order to facilitate the Trust's emergency response plan while also avoiding adverse effects to affected properties.

3. The Trust will include a summary of the emergency and response taken in the Trust's annual report in accordance with Stipulation XIV.

4. This timeframe may be extended with approval of the NPS and SHPO.

C. Actions as part of the recovery of a disaster or emergency shall be reviewed in accordance with Stipulation IV.

## **IX. DISPUTE RESOLUTION**

Should any signatory or concurring party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, the Trust shall consult with such party to resolve the objection. If the Trust determines that such objection cannot be resolved, the Trust will:

A. Notify signatory and concurring parties of the intent to resolve a dispute through the involvement of the ACHP, and forward all documentation relevant to the dispute, including the Trust's proposed resolution, to the ACHP. The ACHP shall provide the Trust with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Trust shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Trust will then proceed according to its final decision.

1. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Trust may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Trust shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the PA, and provide them and the ACHP with a copy of such written response.

2. The Trust's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

## **X. AMENDMENTS**

A. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

B. Appendices A, B, C or D may be revised with the written agreement of the Trust, SHPO, and NPS without a revision being made to the underlying PA in accordance with an MOA and filed with the ACHP. Any such change will be documented in the Trust's annual report in accordance with Stipulation XIV.

## **XI. TERMINATION**

A. Only a signatory party may terminate this PA. If any signatory party proposes termination of this PA, the signatory party proposing termination shall notify all other signatories in writing, explain the reasons for proposing termination, and consult with the other signatories for no more than thirty (30) days to seek alternatives to termination. Should such consultation result in an agreement on an alternative to termination, then the signatories shall proceed with an amendment to the agreement.

B. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the PA upon written notification to the other signatories.

C. Once the PA is terminated, and prior to work continuing on an undertaking, the Trust must either (a) execute a Memorandum of Agreement pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The Trust shall notify the signatories as to the course of action it will pursue.

## **XII. DURATION**

A. This PA shall become effective upon execution by the Trust, the SHPO, the NPS, and the ACHP and shall remain in effect until December 31, 2024, or unless terminated prior to that time in accordance with Stipulation XI, or unless it is extended for an additional period of time by mutual written agreement of the signatory parties.

## **XIII. DEFINITIONS**

A. The definitions of terms appearing at 36 C.F.R. § 800.16 are incorporated by reference into this PA.

#### **XIV. ANNUAL REVIEW AND MONITORING**

A. On or before January 31st of each year so long as this PA is in effect, the Trust shall prepare and provide to all parties an annual report describing how the Trust is carrying out its responsibilities under this PA.

B. The Trust shall ensure that the Report is made available to the public and that potentially interested persons and members of the public are invited to provide comments to the SHPO, NPS, and the ACHP as well as to the Trust. At the request of the SHPO, NPS, or the ACHP, the Trust shall supplement this process through meeting(s) to address comments and/or questions.

C. The Report shall include, at a minimum:

1. A list of all undertakings reviewed under Stipulation IV.
2. Efforts to identify and/or evaluate potential historic properties, monitoring efforts, AMA or research designs, and treatment of historic properties.
3. Reports of any training given to Trust personnel pursuant to Stipulation II, identification of current Trust points of contact, and notification of any qualified personnel changes.
4. Any recommendations to amend this PA or improve communications among the parties.

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

**EXECUTION** of this PA by the Trust, SHPO, NPS, and the ACHP and implementation of its terms evidence that the Trust has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

992 PROGRAMMATIC AGREEMENT  
993 AMONG THE PRESIDIO TRUST, NATIONAL PARK SERVICE,  
994 THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
995 AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
996 REGARDING THE PRESIDIO TRUST MANAGEMENT PLAN  
997 AND  
998 VARIOUS OPERATION AND MAINTENANCE ACTIVITIES  
999 FOR AREA B OF  
1000 THE PRESIDIO OF SAN FRANCISCO NATIONAL HISTORIC LANDMARK DISTRICT,  
1001 GOLDEN GATE NATIONAL RECREATION AREA  
1002 SAN FRANCISCO, CALIFORNIA  
1003  
1004

1005 SIGNATORY PARTY:

1006  
1007 THE PRESIDIO TRUST  
1008  
1009

1010  
1011  
1012 Name:



1013  
1014 Title: Executive Director  
1015

1016 Date: April 23, 2014

1017 PROGRAMMATIC AGREEMENT  
1018 AMONG THE PRESIDIO TRUST, NATIONAL PARK SERVICE,  
1019 THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
1020 AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
1021 REGARDING THE PRESIDIO TRUST MANAGEMENT PLAN  
1022 AND  
1023 VARIOUS OPERATION AND MAINTENANCE ACTIVITIES  
1024 FOR AREA B OF  
1025 THE PRESIDIO OF SAN FRANCISCO NATIONAL HISTORIC LANDMARK DISTRICT,  
1026 GOLDEN GATE NATIONAL RECREATION AREA  
1027 SAN FRANCISCO, CALIFORNIA  
1028  
1029

1030 SIGNATORY PARTY:

1031  
1032 NATIONAL PARK SERVICE: PACIFIC WEST REGION  
1033  
1034

1035  
1036  
1037 Name:

*Christie Lehnert*

1038 Title:

*Reg. Dir.*

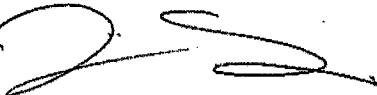
1039 Date:

*4/24/2014*

1040 PROGRAMMATIC AGREEMENT  
1041 AMONG THE PRESIDIO TRUST, NATIONAL PARK SERVICE,  
1042 THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
1043 AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
1044 REGARDING THE PRESIDIO TRUST MANAGEMENT PLAN  
1045 AND  
1046 VARIOUS OPERATION AND MAINTENANCE ACTIVITIES  
1047 FOR AREA B OF  
1048 THE PRESIDIO OF SAN FRANCISCO NATIONAL HISTORIC LANDMARK DISTRICT,  
1049 GOLDEN GATE NATIONAL RECREATION AREA  
1050 SAN FRANCISCO, CALIFORNIA  
1051  
1052

1053 SIGNATORY PARTY:

1054  
1055 CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
1056

1057   
1058  
1059

1060 Name: Jenan Saunders

1061  
1062 Title: Deputy State Historic Preservation Officer  
1063

1064 Date: April 25, 2014



PROGRAMMATIC AGREEMENT  
AMONG THE PRESIDIO TRUST, NATIONAL PARK SERVICE,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE PRESIDIO TRUST MANAGEMENT PLAN  
AND  
VARIOUS OPERATION AND MAINTENANCE ACTIVITIES  
FOR AREA B OF  
THE PRESIDIO OF SAN FRANCISCO NATIONAL HISTORIC LANDMARK DISTRICT,  
GOLDEN GATE NATIONAL RECREATION AREA  
SAN FRANCISCO, CALIFORNIA

SIGNATORY PARTY:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

Name: John W. Fowler  
Title: EXECUTIVE DIRECTOR  
Date: 4/29/14

1086 **APPENDIX A**

1087 **REPETITIVE OR LOW IMPACT ACTIVITIES**

1088 The following projects are exempt from further review or consultation with the SHPO, NPS, and the  
1091 ACHP under the terms of this PA.

- 1092
- 1093 A. Maintenance of contributing buildings and structures which includes:
- 1094
- 1095 1. Housekeeping, routine maintenance, building monitoring, and other such actions  
1096 (such as repair/replacement of light switches, and rewiring existing fixtures in existing  
1097 conduit, replacement of window putty) that do not damage historic fabric.
- 1098
- 1099 2. Painting of historic structures (exterior and interior) to match existing color,  
1100 consistent with approved Residential Paint Palette, or based on paint analysis by an  
1101 architect or exhibit specialist.
- 1102
- 1103 E. Maintenance operations for non-contributing buildings and structures in a historic  
1104 district, except excavations and borings in archaeologically sensitive areas.
- 1105
- 1106 F. Painting of non-historic buildings and structures (exterior and interior).
- 1107
- 1108 G. Maintenance and repair or replacement of roofs or parts of a roof on historic and non-  
1109 historic structures that are deteriorated beyond repair, when replacement matches existing or  
1110 original material and design, and the Secretary's Standards, or maintenance scope of work that  
1111 does not alter the integrity of the historic material.
- 1112
- 1113 H. Grading of terrain adjacent to a building to achieve positive water runoff in areas not  
1114 designated as archaeologically sensitive or having vegetation or other characteristics which  
1115 contribute to the cultural landscape and would be affected by grading.
- 1116
- 1117 I. Routine grounds maintenance such as grass cutting and treatment, maintenance of shrubs,  
1118 and tree trimming, provided these activities are consistent with the Vegetation Management Plan  
1119 and preservation of the cultural landscape.
- 1120
- 1121 J. Maintenance of existing roads or existing parking areas, including repaving and grading,  
1122 within previously disturbed areas, where the work does not affect the historic integrity and  
1123 character defining features of roads that are historic properties.
- 1124
- 1125 K. Rehabilitation, maintenance, or replacement of utility lines, transmission lines, and non-  
1126 historic fences and walls within previously disturbed areas, not including known archaeological  
1127 sites.
- 1128
- 1129 L. Health and safety activities such as non-destructive testing for radon gas, asbestos, lead-  
1130 based paint, lead pipes, and hazardous materials and wastes.
- 1131
- 1132 M. Conducting non-ground disturbing elements of the applicable Integrated Pest  
1133 Management program for control of pests such as termites, insects, and rodents.
- 1134

N. Maintenance of existing facilities that does not involve new or additional ground disturbance (e.g., maintenance or replacement of guard rails, barriers, traffic control devices, light fixtures, non-historic curbs and sidewalks).

O. Maintenance (that does not change the configuration or appearance of the existing facilities) of existing electronic communication sites involving no ground disturbance.

P. Drilling test wells outside the boundaries of known archaeological sites for such purposes as water, slope stability, and detection of contaminants when continuous core sample is submitted to archaeology lab.

Q. Mitigation or abatement of hazardous materials where this can be accomplished without impact to historic integrity or character-defining features of historic properties in situations such as the following:

1. Removal of asbestos insulation from piping and around duct work in open areas;
2. Removal of damaged asbestos floor tile and replacement with similar non-asbestos tile;
3. Carpeting over damaged asbestos floor tiles which do not contribute to the historic significance of a structure;
4. Encapsulation of lead-based paint in window trim and molding where there is no change to appearance.

R. Conducting small-scale and select destructive testing in contributing buildings to expose and assess concealed structural conditions (such as removal of small areas of plaster wall finish) and/or to assess material capacities (such as masonry push testing or concrete slab coring) when performed in areas that are easily repairable or otherwise inconspicuous.

## APPENDIX B

### STANDARD ARCHAEOLOGICAL DISCOVERY PROTOCOL

A. There are three types of discoveries that are covered by this protocol:

1. Human remains of Native American or other derivation.
2. Cultural resources that have the potential to be significant.
3. Cultural resources not requiring further consideration.

B. An unanticipated discovery refers to any situation where previously unidentified archaeological resources or human remains are encountered during ground-disturbing activities. Unanticipated discovery protocols apply to those archaeological finds that are exposed during construction or construction-related activities whether an archaeologist is present or not. All contractors will immediately report to the Trust archaeologist if archaeological materials are uncovered during construction activities. All contractors must cease operations within the vicinity of the find until the Trust archaeologist is consulted. Cultural materials should be avoided by all future project activities and protected in place until a decision about their potential significance can be made. The Trust may assume NHL or NRHP eligibility of inadvertently discovered archaeological features for purposes of this treatment. All materials are property of the Trust and are not to be taken for personal use or display. The removal of artifacts from federal land is a federal offense and can result in substantial fines and/or imprisonment.

C. Archaeological resources include, but are not limited to, stone, brick, and concrete building foundations, isolated historic artifacts, historic privy pits and household waste deposits, and items of Native American derivation such as stone tools, shell and animal bone waste, shell beads, and habitation areas. A more detailed list follows:

1. Human remains;
2. Concentrations of rock, ash, animal bone or shell;
3. Buried layers containing a dark, almost black or very dark brown soil often containing charcoal and shell fragments;
4. Concentrations of artifacts such as stone bowls, arrowheads, bone tools, shell beads, etc.;
5. Architectural foundations made of stone, brick, wood, or concrete;
6. Architectural fabric;
7. Concentrations or historic material such as fragments of glass bottles, ceramic dishes, old cans, metal hardware, or other obvious trash dumps;
8. Pockets of debris containing food remains (e.g. cut bone, seeds, pits); and

9. Other materials that do not qualify as archaeological resources might also be encountered. These include: subsurface utilities such as water or sewer lines, materials manufactured after 1950, and small concentrations of broken concrete, broken asphalt, modern aluminum cans or beer bottles, and/or unmarked, unmortared bricks that have been deposited as fill, if no other cultural materials are present. These are generally not considered significant finds but should be brought to the Trust archaeologist's attention to inform future oversight.

D. Human Remains

1. All project-related ground-disturbing activities at the Presidio are designed to avoid human remains. If human remains, funerary objects, sacred objects, or objects of cultural patrimony are inadvertently discovered they shall be protected in place and avoided by all project activities. Ground disturbing work in the vicinity of the find must immediately cease and the Trust archaeologist must be contacted. Presidio Archaeology Lab staff will notify the Trust's DFPO. If necessary, the Trust will notify the San Francisco Medical Examiner of the inadvertent discovery of human remains.

2. The immediate protection of human remains at the site shall be accomplished by

- a) keeping any discovery confidential, and
- b) securing the location to prevent disturbance of the remains and any associated materials.

3. The Trust archaeologist shall determine whether NAGPRA applies to the discovery and will ensure that the finds are treated in compliance with all requirements outlined at 43 C.F.R. § 10.4. Any materials not subject to NAGPRA will remain under Federal control.

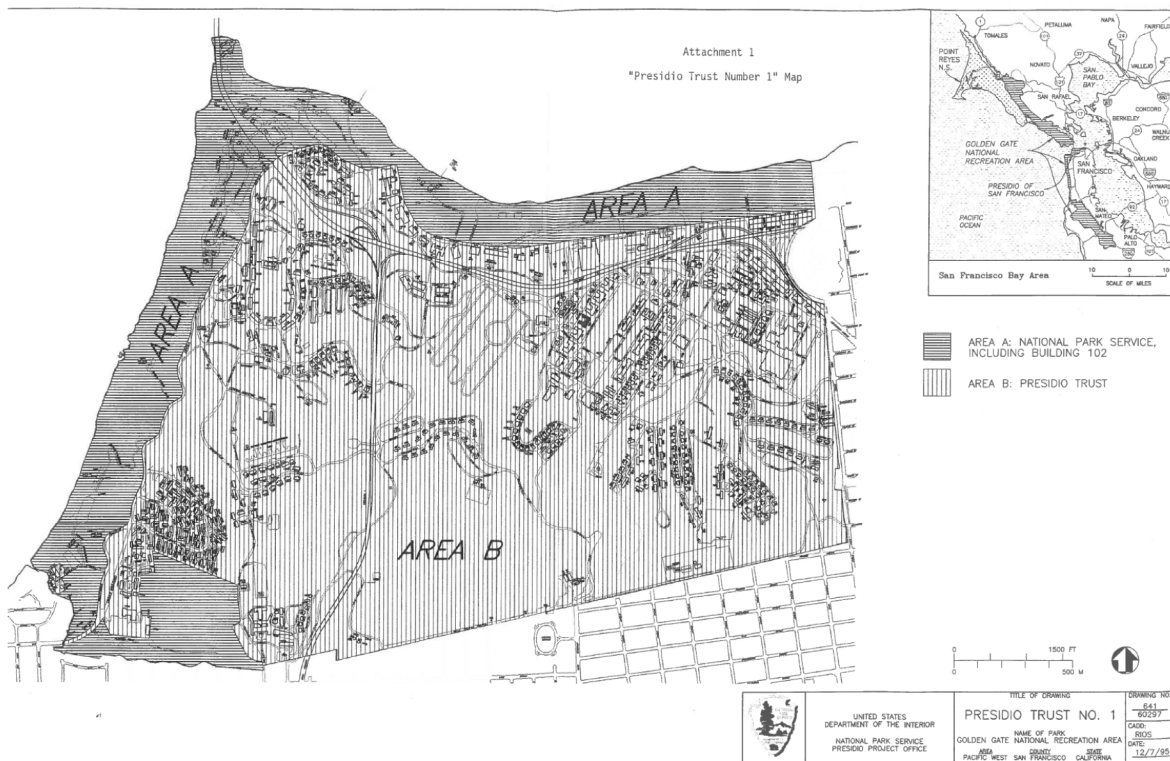
4. The Trust archaeologist shall determine whether the human remains are a single isolated burial or are potentially part of a cemetery or a larger archaeological site. This may necessitate the involvement of a consulting physical anthropologist. Articulated human remains, either as part of a single burial or larger cemetery, will be protected in place and avoided by all project activities. This may involve abandonment or redesign of the project.

5. If the discovery is limited to disarticulated human remains, the Trust archaeologist or a consulting physical anthropologist will direct necessary collection efforts. Further identification work may be necessary to determine the frequency of disarticulated human remains in the project area, and to determine an appropriate course of action. Any disarticulated remains collected from the site will be stored in archival boxes in a secure location until appropriate re-interment can take place. No human remains will be accessioned into the Presidio Trust Archaeological Collections.

## APPENDIX C

### AREA OF POTENTIAL EFFECT

“Presidio Trust Number 1,” dated December 7, 1995



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APPENDIX D  
ARCHAEOLOGICAL AREAS OF THE NHL

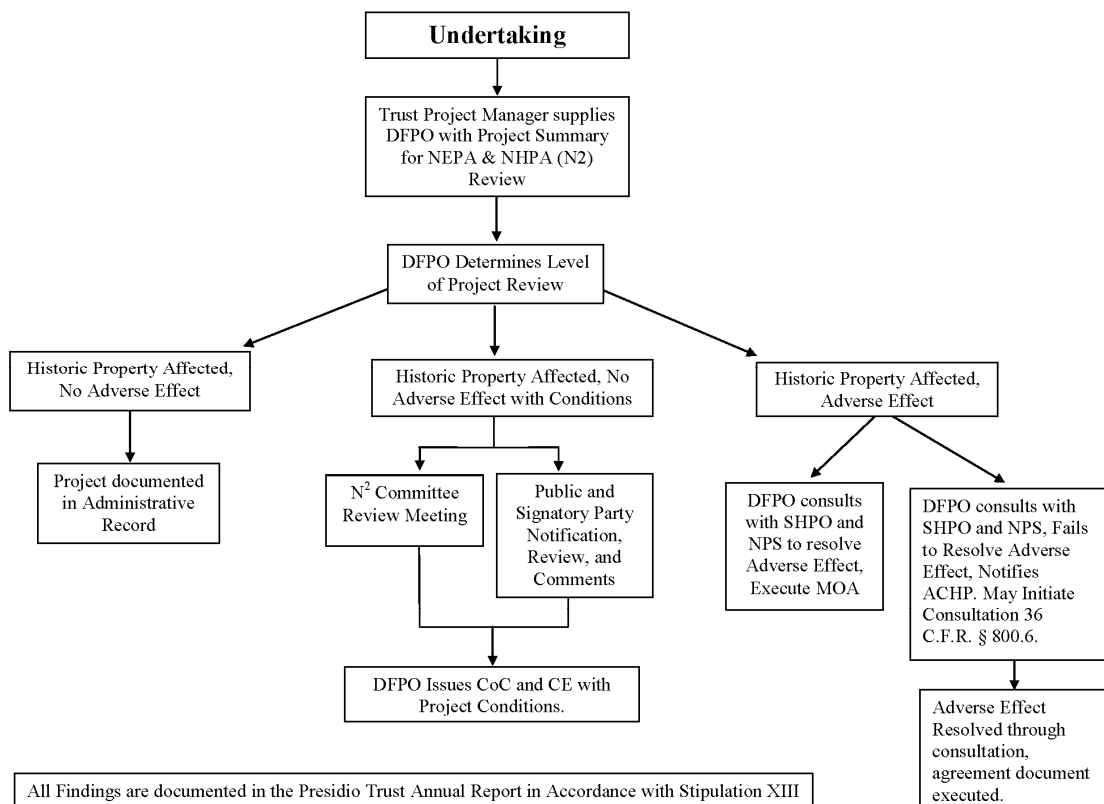


1278

## APPENDIX E

### N<sup>2</sup> REVIEW PROCESS

#### The Presidio Trust N<sup>2</sup> Process





1286 **APPENDIX F**

1287  
1288 **LIST OF PARTIES NOTIFIED DURING THE CONSULTATION PROCESS (May – December**  
1289 **2013)**

1290  
1291 **Concurring Parties to the 2002 PTPA, notified, comments requested on May 24, 2013 and**  
1292 **November 15, 2013:**

1293 National Trust for Historic Preservation  
1294 Presidio Historical Association

1295  
1296 **Participating Parties to the 2011 Main Post Update PA, notified and invited to participate August**  
1297 **26, 2013:**

1298 National Trust for Historic Preservation  
1299 Presidio Historical Association  
1300 San Francisco Architectural Heritage  
1301 People for a Golden Gate National Recreation Area  
1302 National Parks Conservation Association  
1303 Sierra Club  
1304 Decendants of the de Anza and Portola Expedition  
1305 Neighborhood Associations for Presidio Planning  
1306 Cow Hollow Association  
1307 Laurel Heights Improvement Association  
1308 Marina Community Association  
1309 San Francisco Film Society  
1310 Interfaith Center at the Presidio

1311  
1312 **eNews Announcements to 9,000 subscribed members of the public on July 12, 2013 and November**  
1313 **20, 2013, notifying them of the process and inviting comment**  
1314