APPENDIX D

Final Programmatic Agreement

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 IMPLEMENTATION PLAN AND VARIOUS OPERATION AND MAINTENANCE ACTIVITIES FOR AREA "B" OF THE PRESIDIO OF SAN FRANCISCO, GOLDEN GATE NATIONAL RECREATION AREA

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 percent of the Presidio that was depicted as Area B on the map entitled "Presidio Trust Number 1," dated December 7, 1995, as such may be amended from time to time; and

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

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

WHEREAS, the Trust, in order to meet its Congressionally mandated requirement of preserving the Presidio as a sustainable National Park within the GGNRA by the year 2013, carries out a variety of undertakings, 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 within Area "B" of the Presidio; and

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

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

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

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

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

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

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

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

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

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

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

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

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

STIPULATIONS

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

I. APPLICABILITY

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

II. POLICY

The Trust shall manage and preserve the integrity of that portion of the NHLD 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, and will remain, in compliance with the applicable provisions of the NHPA and the Presidio Trust Act.

III. PROFESSIONAL STANDARDS

A. The Trust's Federal Preservation Officer (FPO) shall be responsible for coordination of the preservation program and implementation of the terms of this PA. The agency official designated as the Trust's FPO shall meet the requirements for that position 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."

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

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

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

IV. PERSONNEL TRAINING

A. The Trust shall continue to provide appropriate training to 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. The Trust shall utilize specialized crafts training programs in practical application of "The Secretary of the Interior's Standards for the Treatment of Historic Properties." In addition, the Trust will provide training in conservation technology as applied to historic structures and archaeological sites.

B. 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. The scope of training and the schedule for its implementation will be submitted as part of the annual report to all parties in accordance with Stipulation XXI. below.

V. AREA OF POTENTIAL EFFECTS

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

VI. IDENTIFICATION OF HISTORIC PROPERTIES

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

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

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

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

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

VII. ASSESSMENT OF EFFECTS

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

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

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

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

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

B. Review Process.

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

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

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

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

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

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

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

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

g. Adverse Effect.

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

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

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

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

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

VIII. SALVAGE AND SUSTAINABILITY

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

IX. PRESIDIO TRUST IMPLEMENTATION PLAN

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

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

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

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

X. REVIEW OF FUTURE PLANNING DOCUMENTS

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

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

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

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

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

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

F. Failure of NPS, SHPO, ACHP, or the concurring parties to comment within the time frames 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 the comment(s) that might otherwise have been made. However, the Trust shall consider the reasonable written request of any signatory party for a modification of the timeframes established by this Stipulation.

XI. REVIEW OF NEW CONSTRUCTION FOLLOWING FUTURE PLANNING

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

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

XII. ARCHAEOLOGY

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

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

C. The Trust anticipates that previously unidentified subsurface historic properties may be encountered within the NHLD boundary due to the placement of fill over some of the historic marsh areas, historic

landfill depositions, and other modifications to the land over 218 years of military occupation. The Trust will maintain an archaeological grid map and database of archaeological information for the Presidio, in cooperation with NPS. The map will also identify those areas where additional research and inventory are required during future project planning phases.

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

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

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

XIII. DISCOVERIES

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

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

XIV. REHABILITATION AND INVESTMENT TAX CREDIT PROJECTS

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

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

C. If a Trust tenant is denied Part II Certification or is unable to meet conditions for such certification, the provisions of Stipulation VII. shall apply.

XV. PERMITS, LEASES AND OTHER AGREEMENTS

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

XVI. EMERGENCY ACTIONS

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

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

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

XVII. NATURAL DISASTERS

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

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

XVIII. RESOLVING OBJECTIONS

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

1. Advise the Trust that the ACHP concurs in the Trust's proposed response to the objection, whereupon the Trust will respond to the objection accordingly;

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

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

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

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

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

XIX. AMENDMENTS AND TERMINATION

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

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

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

XX. DEFINITIONS

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

XXI. REVIEW OF AGREEMENT

A. On or before January 30th of each year so long as this PA is in effect, the Trust shall prepare and provide to all parties an Annual Report (Report) describing how the Trust is carrying out its responsibilities under this PA. 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 ACHP and SHPO as well as to the Trust. At the request of the ACHP or SHPO, the Trust shall supplement this process through meeting(s) to address comments and/or questions. The Report shall include, at a minimum:

1. A list of all undertakings reviewed under Stipulation VII. and a summary of Tax Credit projects as described in Stipulation XIV. above.

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

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

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

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

C. The SHPO and ACHP 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 and the ACHP in carrying out their monitoring and review responsibilities.

XXII. EFFECT OF THE PASSAGE OF TIME

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

XXIII. DURATION

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

XXIV. EXECUTION AND IMPLEMENTATION

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

SIGNATORY PARTIES:

THE PRESIDIO TRUST	ADVISORY COUNCIL ON HISTORIC PRESERVATION
BY: _____	BY: _____
TITLE: _____	TITLE: _____

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY: _____

TITLE: _____

THE NATIONAL PARK SERVICE
GOLDEN GATE NATIONAL RECREATION AREA

BY: _____

TITLE: _____

CONCURRING PARTIES:

NATIONAL TRUST FOR HISTORIC PRESERVATION

BY: _____

TITLE: _____

FORT POINT AND PRESIDIO HISTORICAL ASSOCIATION

BY: _____

TITLE: _____

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.

APPENDIX A - REPETITIVE OR LOW IMPACT ACTIVITIES

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

1. Maintenance of contributing buildings which includes:

Housekeeping, routine maintenance, building monitoring, and other such actions (such as repair/replacement of light switches, and rewiring existing fixtures in existing conduit, replacement of window putty) that do not damage historic fabric.

2. Maintenance operations for non-contributing buildings in an historic district, except excavations and borings in archaeologically sensitive areas.

3. Painting of non-historic structures (exterior) to match existing color.

4. Roofing maintenance or replacement on non-historic structures.

5. Regrading of terrain adjacent to a building to achieve positive water runoff in areas not designated as archaeologically sensitive or having vegetation which contributes to the cultural landscape.

6. Routine grounds maintenance such as grass cutting and treatment, maintenance of shrubs, and tree trimming provided these activities are consistent with the Vegetation Management Plan and preservation of the cultural landscape.

7. Maintenance of existing roads or existing parking areas, including repaving and grading, within previously disturbed areas.

8. Rehabilitation, maintenance, or replacement of above-ground utility lines or transmission lines, unless such activities have potential for ground disturbance.

9. Health and safety activities such as non-destructive testing for radon gas, asbestos, lead-based paint, lead pipes, and hazardous materials and wastes.

10. Conducting non-ground disturbing elements of the applicable Integrated Pest Management program for control of pests such as termites, insects, and rodents.

11. 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).

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

This appendix may be revised with the written agreement of ACHP, SHPO, NPS, and the Trust without a revision being made to the underlying PA. Any such change will be documented in the Report described in Stipulation XXI. above.