

**Advisory
Council On
Historic
Preservation**

The Old Post Office Building
1100 Pennsylvania Avenue, NW, #809
Washington, DC 20004

Reply to: 12136 West Bayaud Avenue, #330
Lakewood, Colorado 80226

May 2, 1997

Received SAFR

William Thomas, Superintendent
San Francisco Maritime National Historic Park
Bldg. E, Lower Fort Mason, Room 265
San Francisco, CA 94123

Superintendent's Office

RE: *Programmatic Agreement regarding the General Management Plans, San Francisco
Maritime National Historic Park, CA*

Dear Mr. Thomas:

The enclosed Programmatic Agreement (PA) regarding the implementation of the General Management Plan for San Francisco Maritime National Historic Park has been executed by the Council. This action constitutes the comments of the Council required by Section 106 of the National Historic Preservation Act and the Council's regulations. Please obtain the signature of the SAFR Advisory Commission, send the original PA to this office and copies of the Agreement to the California State Historic Preservation Officer and your Federal Preservation Officer.

The Council appreciates your cooperation in reaching a satisfactory resolution of this matter.

Sincerely,



Lee Keatinge
Historic Preservation Specialist
Western Office of Planning and Review

Enclosure

PROGRAMMATIC AGREEMENT AMONG THE NATIONAL PARK SERVICE, SAN FRANCISCO MARITIME NATIONAL HISTORICAL PARK (SAFR), THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER (SHPO), AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION (COUNCIL) REGARDING THE GENERAL MANAGEMENT PLAN/ENVIRONMENTAL IMPACT STATEMENT, SAN FRANCISCO MARITIME NATIONAL HISTORICAL PARK, CALIFORNIA.

WHEREAS, NPS proposes to adopt and implement Alternative A (Undertaking) of the June 1996 Draft General Management Plan (GMP) for SAFR, which will provide direction for appropriate levels of public use, adaptive use of historic buildings, treatment and management of cultural and natural resources within the park; and,

WHEREAS, the NPS has determined that the Undertaking may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places and/or designated National Historic Landmarks (Aquatic Park Historic District, Tubbs Building and Haslett Warehouse ALMA, BALCLUTHA, C.A. THAYER, EUREKA, HERCULES, JEREMIAH O'BRIEN, WAPAMA, LEWIS ARK), and has consulted with the California State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation (Council) pursuant to Section 800.13 of the regulations (36 CFR Part 800), implementing Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470; hereinafter NHPA) and pursuant to Section 110 of the NHPA; and

WHEREAS, the SAFR Advisory Commission established by Public Law 100-348 (June 27, 1988) has participated in development of the GMP and has been invited to concur in this agreement; and

WHEREAS, the NPS provided the public and local, state and federal agencies the opportunity to participate in the development of the plan and comment on the draft GMP/EIS; and

WHEREAS, the NPS has established Management Policies, Cultural Resource Management Guidelines (NPS-28), and conducts its undertakings according to the standards and guidelines established by the Secretary of the Interior for the treatment and management of historic properties consistent with the spirit, intent, and legal requirements of the NHPA; and

WHEREAS, The NPS has a qualified staff of cultural resource specialists who meet, or are under the direct supervision of a person or persons who meet, at a minimum, the appropriate qualifications set forth in the Department of the Interior's "Professional Qualifications Standards" (36 CFR Part 61) and utilizes licensed navel architects and marine engineers to plan treatment for cultural resource management; and

NOW, THEREFORE, the NPS, SHPO, and Council agree that should the NPS proceed with the Undertaking, the NPS will ensure that the following stipulations are implemented to satisfy the NPS's Sections 106 and 110 responsibilities for all individual actions related to the Undertaking:

STIPULATIONS

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

I. APPLICABILITY OF AGREEMENT

- A. This Agreement applies to all individual actions described in Alternative A of the June 1996 Draft General Management Plan/Environmental Impact Statement, San Francisco Maritime National Historical Park, California.
- B. The Draft GMP/EIS was on public review for sixty days. If, the public review process causes modifications that result in additional adverse effects, NPS will convene the agreeing parties to review the terms to determine whether this agreement can be or will be amended or a new compliance action be pursued.
- C. Minor changes in design, procedures or materials will be allowed under this agreement provided such changes are consistent with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings or The Secretary of the Interior's Standards for Historic Vessel Preservation Projects with Guidelines for Applying the Standards. Minor changes will be documented and included in the annual report provided for in Stipulation XIV, below.

II. REVIEW OF ACTIONS

A. Review Criteria

The actions described in Alternative A of the June 1996 Draft General Management Plan/Environmental Impact Statement, San Francisco, California will be reviewed and documented for purposes of this agreement within the NPS without further review by the Council or SHPO, provided that:

1. SAFR has completed and reviewed project proposals that provide adequate information to identify and evaluate the potential effects of proposed action on a historic property or properties; and
2. the NPS finds the proposed action does not adversely affect historic properties based on the criteria found in 36 C.F.R. 800.9; and
3. the NPS ensures that the actions are carried out in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and The Secretary of the Interior's Standards for Historic Vessel Preservation Projects with Guidelines for Applying the Standards, as appropriate; and,
4. the actions are documented and a record included in the annual report pursuant to Stipulation XIV, below; and
5. NPS archeologists monitor all proposed undertakings involving ground-disturbing activities.

B. Failure to Meet Criteria

All proposed actions which do not meet the criteria established in Stipulation II (A), above, will be treated as separate compliance actions in accordance with 36 CFR 800: Protection of Historic Properties.

III. WAPAMA

Alternative A proposes that minimal measures to slow down deterioration of the steam schooner WAPAMA, a property listed in the National Register of Historic Places and a designated National Historic Landmark, be implemented, but that the vessel's underlying structural decay would not be addressed. The ship would be dismantled when it could no longer be maintained in a safe condition.

Dismantling would be taken only as a last resort. Prior to implementation, the NPS, in full consultation with the SHPO, shall explore the widest possible range of alternative measures for preserving the vessel. Such alternatives shall include, in priority order, leasing of the vessel, working with local/state/federal government or private agencies to relocate the vessel to a site conducive to preservation and interpretation, or transfer to a federal or state or private entity with the proven capability of funding and carrying out the preservation of the vessel.

A. Marketing

1. The NPS will develop a marketing plan for leasing and/or transfer of the vessel that shall include the following:
 - a. an information package about the ship, including, but not limited to:
 1. photographs
 2. information on ship's historic significance
 3. information on the cost of rehabilitating/maintaining the vessel
 4. notification that the recipient will be required to maintain the vessel in accordance with the recommended approaches in The Secretary of the Interior's Standards for Historic Vessel Preservation Projects with Guidelines for Applying the Standards
 5. notification of the requirement for inclusion of a protective condition in transfer instrument
 6. eligibility for 20% rehabilitation tax credit
 - b. a distribution list of potential recipients

c. a schedule for receiving and reviewing offers

2. NPS shall provide SHPO the opportunity to review and comment on the marketing plan and on terms of any leasing, relocation, or transfer. NPS shall consider all comments and modify its proposed action accordingly. If modification is not feasible, NPS will consult further with SHPO and Council to address any outstanding issues.

B. Dismantling

Should leasing, relocation, or transfer of the vessel prove impossible within two years from the date of completion of the general management plan, or should transfer prove impossible or should structural collapse be imminent and the vessel become a safety hazard, NPS shall implement demolition. NPS shall provide the SHPO the opportunity to comment on the decision to demolish the vessel. Should the SHPO disagree, NPS shall consult according to Stipulation IX, Dispute Resolution.

Prior to Dismantling, the NPS shall:

1. consult with SHPO to determine what level and kind of recordation is required for the property. NPS shall ensure that unless otherwise agreed to by Historic American Building Survey (HABS) or Historic American Engineering Record (HAER), as appropriate, all documentation is completed and accepted by HABS or HAER prior to dismantling. NPS shall ensure that copies of this documentation will be deposited in the Library of Congress, San Francisco National Historical Park library and archives, and with the SHPO.
2. conduct a survey of the vessel and select any hardware or other material that might be used in preserving other vessels in the park, curated, or utilized for interpretive purposes.

C. Report

NPS shall prepare for public distribution a report that details the administrative history of the WAPAMA, maintenance history and reasons for dismantling.

D. Interpretation

NPS shall ensure that the story of the WAPAMA, including reasons for dismantling, remains a part of SAFR interpretive activities. Salvaged elements may be used to interpret the history of the WAPAMA and steam schooners to the maximum extent possible.

IV. REQUIRED CONSULTATION

- A. SAFR shall consult pursuant to 36 CFR 800 on all proposals having an adverse affect based on criteria found in 36 CFR 800.9.**
- B. If a previously unidentified resource that may be eligible for inclusion in the National Register is discovered during the course of a project, NPS will cause the contractor to stop work in the vicinity of the discovery and will take all reasonable measures to avoid or minimize harm to the property. If the newly discovered property has not previously been included in or determined eligible for the National Register, NPS may assume that the property is eligible for purposes of this agreement. NPS will notify the SHPO within one working day of discovery. This notification may be made by phone, and will be documented in park records. The SHPO will respond within one working day, and if SHPO does not respond, NPS will resume activities. If the NPS and SHPO disagree, NPS will consult according to Stipulation IX, Dispute Resolution.**

V. NATURAL DISASTERS

The park has experienced major fires, earthquakes, wind damage from storms, earth slides, and other natural disasters/emergencies which are likely to recur in the future. In the past, and it is quite likely that, in

the future, communication may not be possible for lengthy periods of time. During such a time, the NPS would not be able to contact the SHPO regarding efforts to protect historic properties. The park shall undertake emergency actions pursuant to the terms of this agreement to stabilize historic properties and prevent further damage without SHPO consultation utilizing park historic preservation and/or licensed navel architectural or marine engineering expertise. All such emergency measures would be undertaken in accordance with the Secretary of the Interior's standards and in a manner that does not foreclose future preservation or rehabilitation. When telephone communications are reestablished, the NPS will consult with SHPO and, within 30 days after initiating emergency repairs, the NPS will document the action and provide a copy of the documentation with illustrations to the SHPO and Federal Preservation Officer, NPS. Permanent repairs to historic properties are not authorized by this stipulation.

VI. EMERGENCY REPAIRS

- A. SAFR shall undertake emergency repairs to the subsurface infrastructure with on-site monitoring by a NPS archeologist. Emergency repairs to historic buildings will be under the direction of a historic architect and historic ships under direction of the SAFR Historic Preservation Officer. Repairs by the Park will be documented with an additional statement of fact on the circumstances, signed by the superintendent and the historic preservation person accomplishing the monitoring.**

- B. Should unknown historic properties be discovered during emergency repair activity, work in the immediate area of the discovery will cease unless work cessation will not impede emergency repairs. If the superintendent determines that work cessation at the discovery site will impede emergency repairs, emergency repair will continue and park officials shall notify the**

SHPO by telephone as soon as reasonably possible and provide the following information:

- 1. finding of an emergency**
 - 2. description the emergency and steps necessary to address the situation**
 - 3. description of the discovery and its apparent significance**
 - 4. description of the emergency work and potential effect on the discovery feature**
 - 5. efforts to address historic properties according to the Secretary's Standards**
- C. The park shall reach concurrence with the SHPO on the eligibility, treatment of the resource and document the consultation and treatment accomplished. The NPS shall address actions to minimize effects, present status and condition of the discovered feature, recommendations for subsequent evaluation and treatment of the feature.**
- D. The NPS shall provide SHPO with a report summarizing results of treatment to the eligible property during emergency repairs.**

VII. PERMITS

- A. Permits and other legal agreements (including, but not limited to, historic property leasing, short term use permits, special necessary permits, leases, concessions, contracts, and easements) for use of lands and structures in San Francisco Maritime National Historical Park will reflect a diversity of uses. All such agreements shall contain terms and conditions that the NPS deems necessary to protect and preserve historic properties. NPS shall attempt to include such terms and conditions in permits that it seeks from other agencies.**

- B. The NPS shall ensure that permits provide for identification and treatment of historic properties in such a manner that meets appropriate guidelines and standards, require archeological clearances for any ground-disturbing activity, and require advance project review and approval on the same basis as required of proposed undertakings. The NPS will ensure that the permit language provides for permanent cancellation should any project be undertaken without compliance with Sections 106 and 110 NEPA.**

VIII. RELATIONSHIP TO PLANS

Separate Section 106 compliance shall be undertaken for all major new planning efforts (including development concept plans and comprehensive plans) and projects will be in accordance with the nation-wide the National Conference of State Historic Preservation Officers.

IX. DISPUTE RESOLUTION

- A. Should the SHPO or Council object within 30 days to any matter submitted by the NPS for review pursuant to this agreement, the NPS shall consult with the objecting party to address the objection. If the NPS or the objecting party determines that the objection cannot be resolved, the NPS shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either:
 - 1. provide the NPS with recommendations, which the NPS will take into account in reaching a final decision regarding the dispute; or**
 - 2. notify the NPS that it will comment pursuant to 36 CFR Part 800.6(b), and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the NPS in accordance with 36 CFR****

Part 800.6(c)(2) with reference only to the subject of the dispute; the NPS's responsibility to carry out all actions under this agreement, that are not the subjects of the dispute, will remain unchanged.

- B. Should a member of the public raise an objection to the manner in which a measure stipulated in this agreement is implemented, the NPS shall take the objection into account and consult with the objecting party for 30 calendar days. If NPS determines that the objection cannot be resolved, NPS shall submit the objection, pertinent documentation and recommended resolution pursuant to Section A of this stipulation.

X. AMENDMENTS

Any party to this agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.13.

XI. FAILURE TO CARRY OUT AGREEMENT

In the event the NPS does not carry out the terms of this agreement, the NPS will comply with 36 CFR Part 800.4 through 800.6 with regard to individual undertakings covered by this agreement.

XII. REVIEW OF AGREEMENT

- A. On or before October 15 of each year until the NPS has completed its responsibilities under this programmatic agreement and the Programmatic Agreement Among the National Conference of State Historic Preservation Officers and Advisory Council on Historic Preservation, the NPS will prepare and provide to the SHPO, Council, and NPS Federal Preservation Officer an annual report describing how it is carrying out its responsibilities. The report will include, at a minimum, a list of "no effect and "no adverse effect"actions carried out in accordance with Stipulation II, above; identification of

professional cultural resources staff reviewing projects, on-site meetings, technical issues and ongoing major undertakings [plans, projects, and compliance training of review and park staff]. The NPS shall ensure that its annual report is made available to the SAFR Advisory Commission and for public inspection, that potentially interested members of the public are made aware of its availability, and that interested members of the public are invited to provide comments to the SHPO as well as to the NPS. The NPS will also utilize the Park's Advisory Commission for purpose of public inspection of the report. The SHPO and Council will review the annual report and provide comments to the NPS.

- B. At the request of any party to this agreement, the NPS will convene a meeting or meetings to facilitate review and comment or to resolve questions regarding the annual report.
- C. The SHPO and the Council may monitor activities carried out pursuant to this agreement, and the Council will review such activities if so requested. The NPS shall cooperate with the SHPO and the Council in carrying out their monitoring and review responsibilities.

XIII. TERMINATION

The NPS, SHPO or ACHP may terminate this programmatic agreement by providing 15 calendar days' notice, excluding state and federal holidays, to the other parties provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the NPS will comply with 36 CFR Part 800.4 through 800.6 for individual undertakings covered by this programmatic agreement.

XIV. EXPIRATION

This programmatic agreement will be null and void July 15, 2010 unless the signatories agree upon continued applicability.

Execution and implementation of this programmatic agreement evidences that the NPS has satisfied its Section 106 and 110 responsibilities for all individual actions in Alternative A of the June 1996 draft General Management Plan/Environmental Impact Statement, San Francisco Maritime National Historical Park and covered by this agreement.

NATIONAL PARK SERVICE

By: William S Thomas 3/25/97
Superintendent, San Francisco Maritime NHP Date

Andy P. Albright 3/31/97
Field Director, Pacific West Field Area Date

CALIFORNIA STATE HISTORIC PRESERVATION OFFICE

By: B. Fogell 4/17/97
State Historic Preservation Officer Date

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: John M. Scales 4/25/97
Advisory Council on Historic Preservation Date

CONCUR

By: Bill L. Hunt CHAIRMAN 6/11/97
SAFR Advisory Commission Date