

**PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING MANAGEMENT OF FACILITIES, INFRASTRUCTURE,
AND SITES AT THE AMES RESEARCH CENTER, CALIFORNIA**

*DRAFT
December 7, 2015*

WHEREAS, the National Aeronautics and Space Administration ("**NASA**") at Ames Research Center ("**ARC**"), California, is responsible for the operation, management, and administration of facilities at ARC; and

WHEREAS, NASA is responsible as the lead agency for compliance under the National Historic Preservation Act of 1966, as amended, ("**NHPA**") [54 United States Code (U.S.C.) § 300101 et seq.] for all historic properties at ARC [as defined in 54 U.S.C. § 300308] owned by NASA; and

WHEREAS, NASA has adopted an Integrated Cultural Resources Management Plan for ARC in accordance with NASA's Procedural Requirement (NPR) for Cultural Resources Management, NPR 8510.1 (effective June 20, 2012, expires June 20, 2017) that incorporates the procedures set forth under this Agreement; and

WHEREAS, NASA has determined that actions, including, but not limited to, continuing operation, maintenance, remediation, renovation, alteration, new construction, and demolition of facilities at ARC, constitute "**Undertakings**" [as defined in 54 U.S.C. § 300320 and 36 Code of Federal Regulations (C.F.R.) § 800.16(y)] that may affect historic properties, and, therefore, review pursuant to Section 106 of the NHPA [54 U.S.C. § 306108] is required; and

WHEREAS, NASA, in consultation with the California State Historic Preservation Officer ("**SHPO**") and the Advisory Council for Historic Preservation ("**ACHP**"), have determined that NASA's Section 106 requirements can be more effectively and efficiently implemented if a programmatic approach is used in accordance with 36 C.F.R. § 800.14(b)(2); and

WHEREAS, execution of this Agreement will facilitate adaptive reuse and expedite rehabilitation, repair, restoration, and maintenance of historic properties at ARC, thereby preventing further deterioration of these historic properties; and

WHEREAS, this Programmatic Agreement ("**Agreement**") covers the management of existing and future ground-based historic properties owned by NASA at ARC; and

WHEREAS, such historic properties are listed in **APPENDIX A** to this Agreement, which is attached hereto and incorporated herein by this reference; and

WHEREAS, NASA will update APPENDIX A annually to document additional properties that have been determined eligible for or have been listed in the National Register of Historic Places ("NRHP"), or have become ineligible for or are delisted from the NRHP, to reflect ongoing survey and evaluation of buildings and structures at ARC as they turn 50 years old or are significantly altered; and

WHEREAS, as of execution of this Agreement, comprehensive archaeological surveys have occurred at ARC and found that 11 previously identified prehistoric archaeological resources are no longer extant, and there are no NRHP-eligible or listed archaeological resources at ARC; however, areas of archaeological sensitivity have been identified at ARC; and

WHEREAS, this Agreement does not apply to the listed National Historic Landmark, the Unitary Plan Wind Tunnel, which is covered under an existing agreement among NASA, the National Conference of State Historic Preservation Officers, and the ACHP, dated October 1989, contained in **APPENDIX B**; and

WHEREAS, NASA and the SHPO have agreed that certain types of Undertakings have limited potential to adversely affect historic properties located at ARC and are therefore *exempted* from Section 106 consultation under this Agreement, and those activities are listed in **APPENDIX C**; and

WHEREAS, in accordance with 36 C.F.R. § 800.14(b), NASA has invited the ACHP to participate in the consultation, and the ACHP has elected to be a Signatory to the Agreement; and

WHEREAS, as of the date of this Agreement, NASA has approximately 80 tenants/lessees at ARC that are listed in **APPENDIX D**, and those tenants/lessees were invited to participate in the development of this Agreement and to sign this Agreement as Concurring Parties; and

WHEREAS, NASA has invited Planetary Ventures, LLC ("PV"), its ground lessee of approximately 1,000 acres at ARC under that certain Adaptive Reuse Lease between NASA and PV, which commenced on April 1, 2015, and approximately 40 additional acres pursuant to that certain Enhanced Use Lease between NASA and PV dated May 14, 2008, to participate in the development of this Agreement with respect to historic properties it controls or will control at ARC, and to sign the Agreement as a Concurring Party, and PV has elected to participate as a Concurring Party; and

WHEREAS, as of execution of this Agreement, no federally recognized Tribes claim sites of religious and/or cultural significance at ARC, and thus no tribal consultation is required at this time; and

WHEREAS, if, after execution of this Agreement, a Tribe that claims sites of religious and/or cultural significance at ARC obtains federal recognition, tribal consultation will be required; and

WHEREAS, in accordance with 36 C.F.R. § 800.14(b)(2)(ii), NASA has provided the public an opportunity to comment on this Agreement through notifications published on [date] in [sources]; and

WHEREAS, as a result of this consultation, [#] parties agreed to participate and [#] parties declined; and

WHEREAS, the terms defined in **APPENDIX E** are applicable throughout this Agreement.

NOW, THEREFORE, the Signatories agree that NASA can proceed with Undertakings in accordance with the following stipulations in order to take into account the effect of each Undertaking on historic properties, and that these stipulations will satisfy NASA's Section 106 responsibilities for all individual Undertakings, until this Agreement expires or is terminated.

STIPULATIONS

NASA will ensure that the following measures are implemented:

I. ROLES AND RESPONSIBILITIES

A. NASA FPO

1. NASA's Federal Preservation Officer ("**FPO**") in the Environmental Management Division at NASA Headquarters in Washington, D.C., develops, executes, and manages the Cultural Resources Management Program, which is implemented at each of NASA's 13 centers and component facilities. The FPO provides guidance to the Historic Preservation Officer ("**HPO**") who locally manages cultural resources at each NASA center.

B. NASA ARC HPO

1. The NASA ARC HPO is responsible for coordination of the preservation program and implementation of the terms of this Agreement.

2. The HPO will 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 Secretary of the Interior's Professional Qualification Standards (36 C.F.R. Part

61) professional qualifications in History, Archaeology, Architectural History, Architecture, or Historic Architecture. Per NPR 8510.1, if the HPO is not a CRM professional, as defined by 36 C.F.R. Part 61, the HPO will complete training on NHPA within 12 months of designation.

a) In some cases, additional areas or levels of CRM professional expertise may be needed to carry out the terms of this Agreement, depending on the complexity of the task and the nature of the historic properties involved. In such cases, the HPO will ensure that all identification and evaluation survey work and documentation, and all resource treatment documentation carried out pursuant to the terms of this Agreement are completed by or under the direct supervision of an individual or individuals who meet the Secretary of the Interior's Professional Qualification Standards in their appropriate discipline (36 C.F.R. Part 61).

3. For the purposes of this Agreement, the HPO's responsibilities include, but are not limited to:

b) Coordinating the internal review of all projects and activities that may affect historic properties and consulting with external agencies regarding the identification, evaluation, and treatment of historic properties at ARC;

c) Performing reviews, making determinations, and issuing approvals per the terms of this Agreement, including reviewing the Area of Potential Effects ("**APE**") for each proposed Undertaking to ensure that all types of historic properties are identified, and determining whether a proposed Undertaking falls under the category of exempt activities listed in APPENDIX C;

d) Serving as the point of contact with the SHPO, ACHP, and other Consulting Parties;

e) Ensuring that the ARC Director and senior management are included, as appropriate, in project planning and decision-making regarding historic properties at ARC;

f) If compliance with the National Environmental Policy Act ("**NEPA**") is required, coordinating with the NEPA Compliance Manager and the Environmental Management Division in carrying out the provisions of this Agreement; and

g) Submitting an annual report to the SHPO under Stipulation X of this Agreement.

h) The HPO will distribute a copy of this Agreement and a copy of the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (Weeks and Grimmer, 1995) to all appropriate ARC personnel involved with carrying out actions under this Agreement.

II. COORDINATION WITH TENANTS/LESSEES

A. With respect to properties that tenants/lessees lease at ARC, NASA agrees to include said tenants/lessees in the Section 106 review process and other processes identified in the NHPA. Tenants/lessees are to participate in the Section 106 review process as a Consulting Party [as provided for in 36 C.F.R. § 800.2(c)(5)] in accordance with the regulations set forth in 36 C.F.R. Part 800 and this Agreement.

B. With respect to properties that tenants/lessees do not or will not lease at ARC, tenants/lessees may participate in the Section 106 review process as a member of the public, to the extent public consultation is required.

C. All tenant/lessee-related activities that may potentially affect historic properties at ARC, including proposed alterations to NASA-owned buildings leased to tenant/lessee, new construction by tenant/lessee on NASA-owned land, and other proposed tenant/lessee activities on NASA-owned land or buildings leased to tenant/lessee, will be coordinated with the HPO, who will review proposed activities, make determinations, and issue approvals, pursuant to the HPO's responsibilities under Stipulation I.A.3 of this Agreement.

III. EXEMPT ACTIVITIES

A. The HPO will determine whether a proposed Undertaking falls under the category of exempt activities listed in APPENDIX C.

1. If the HPO determines that a proposed Undertaking is an exempt activity listed in APPENDIX C, the proposed Undertaking may be implemented by NASA pursuant to this Agreement without further consultation. NASA will document this determination in its annual report to the SHPO, in accordance with Stipulation X of this Agreement.

2. If the HPO determines that a proposed Undertaking is not an exempt activity listed in APPENDIX C, NASA will follow the review process as outlined in Stipulation IV of this Agreement.

B. Signatories to this Agreement may propose additions or revisions to the list of activities not requiring review under Stipulation III of this Agreement by providing a written proposal to the other Signatories, as appropriate. APPENDIX C will be amended upon receipt of written concurrence from all Signatories, in accordance with Stipulation XIII of this Agreement.

C. NASA will maintain appropriate files on all Undertakings not reviewed pursuant to Stipulation III. A.1 of this Agreement. Such files will include, at a minimum, the property name and number, photographs of the property, a site map of the property, a description of the proposed Undertaking, and justification for the HPO's determination that the project does not require review. The level and type of documentation maintained by NASA for non-review activities will be appropriate to the nature of the Undertaking and its potential to affect a historic property.

IV. STREAMLINED REVIEW PROCESS

If the HPO determines that the Undertaking does not meet the definition of exempt activities listed in APPENDIX C and requires Section 106 review, the HPO will follow the review process outlined below.

A. Definition the APE and Identification of Historic Properties.

1. Per 36 C.F.R. § 800.4, the HPO will determine and document the APE for the undertaking, and will take the steps necessary to identify and evaluate historic properties within the APE.

2. For ground-disturbing activities, the HPO will determine whether further archaeological survey is warranted, supported by existing information from previously conducted archaeological surveys.

a) If the HPO determines that no further efforts are warranted because the area has been previously surveyed for cultural resources and no historic properties are present, or due to the low potential for intact subsurface remains as delineated in the 2014 Archaeological Sensitivity Model attached to this Agreement as **APPENDIX F - CONFIDENTIAL**, that determination will be documented for inclusion in the annual report, and no additional consultation is required.

b) If the HPO determines that further efforts are needed to identify archaeological sites in sensitive areas, the archaeological investigations will be sufficient to identify any potentially eligible sites present within the APE and determine conclusively their eligibility for listing in the NRHP. NASA will submit the investigation findings to the SHPO and seek concurrence on NASA's determination of eligibility within 30 days of confirmed receipt of the request.

3. If, as a result of these investigations, the HPO determines that there are no historic properties within the APE, or that an undertaking has no possibility of affecting cultural resources, the HPO will document a determination of "No Historic Properties Affected" for the undertaking and include it in the Annual Report per Stipulation X, and NASA has no further obligations under Stipulation IV.

4. If the HPO identifies historic properties within the APE, the HPO will continue to Stipulation IV.B.

B. Assessment of Adverse Effects

1. The HPO will apply the criteria of adverse effects to historic properties (as defined in 36 C.F.R. § 800.5(a)(1)) and will make one of the following determinations:

a) "No Adverse Effect": If the HPO determines that the proposed undertaking will not adversely affect those historic properties and is not located within an archaeologically sensitive area, the HPO will document a determination of "No Adverse Effect" for the undertaking and include it in the Annual Report per Stipulation X, and NASA has no further obligations under Stipulation IV.

b) "Adverse Effect": if the HPO determines that historic properties in the APE will be adversely affected by the undertaking, the HPO shall resolve those effects in accordance with Stipulation V.

V. RESOLUTION OF ADVERSE EFFECTS

A. If NASA makes a finding of adverse effect, NASA will notify the SHPO and ACHP in writing of this determination. NASA may also elect to notify Consulting Parties as appropriate.

B. In consultation with the SHPO, NASA will develop a Mitigation Plan for the Undertaking. The Mitigation Plan will be specific to the Undertaking and will include, at a minimum, a significance evaluation of the historic property and its character-defining features, reasons that the adverse effect cannot be avoided, and the establishment of appropriate mitigation measures to avoid or reduce the adverse effect to historic properties. The Mitigation Plan will detail the specific methods to implement the mitigation measures. Such mitigation measures may include, for example, redesign efforts, archival documentation, material salvage, interpretive or educational programs, and/or preservation projects to offset the adverse effect.

C. For adverse effects to an NRHP-eligible or listed archaeological site, NASA will consult with the SHPO to develop a Data Recovery Plan. The Data Recovery Plan will be specific to the Undertaking and will include the significance of the site being investigated, reasons why the site cannot be avoided, and a research design discussing the specific questions the data recovery will address. It will also detail the specific field methods to be employed and collections management plans, as applicable. Projects performed pursuant to a Data Recovery Plan, although specific to the Undertaking, should also include as much information as feasible in order to obtain a wide range of data for use in addressing future archaeological research questions. As with any research design, those that concern data recovery and mitigation efforts should be flexible enough to allow for unforeseen developments, problems, or discoveries.

D. The HPO will submit the proposed Mitigation Plan to the SHPO and the other Consulting Parties, as appropriate, for review and comment. The SHPO agrees to provide comments and/or written concurrence within 30 calendar days of confirmed receipt of the Mitigation Plan. NASA will take any comments received into account. Upon completion of the 30-day review period and receipt of written concurrence from the SHPO on the Mitigation Plan, consultation will conclude. NASA will implement the Mitigation Plan and will provide the SHPO and other Consulting Parties, as appropriate, with a report on these actions when they have been implemented.

E. Should NASA and the SHPO not agree on the terms of the mitigation plan, then NASA will request the ACHP's comments in accordance with Stipulation XI, "Dispute Resolution."

VI. PREPARATION AND REVIEW OF DOCUMENTS

A. All technical reports prepared pursuant to this Agreement will be consistent with 36 C.F.R. § 800.11, current federal standards and guidelines outlined in *Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines [As Amended*

and Annotated] (48 Federal Register [F.R.] 44716–44742; September 29, 1983), and applicable guidelines for Section 106 and Section 110 of the NHPA consultation provided by the SHPO through the California Office of Historic Preservation, including the *Archaeological Resource Management Reports (ARMR): Recommended Contents and Format* (ARMR Guidelines) for the preparation and review of archaeological reports.

B. The SHPO agrees to provide comments on all final draft technical reports, treatment plans, and other documentation arising from this Agreement, and concurrence on NASA's determinations of eligibility within 30 calendar days of receipt unless otherwise specified in this Agreement. If no comments are received from the SHPO or other Consulting Parties within the applicable timeframe, NASA may assume that the SHPO and other Consulting Parties have no comments, and that the SHPO concurs with its determinations of eligibility and effects.

VII. POST-REVIEW DISCOVERIES

A. In the event that a previously unidentified archaeological resource is discovered during ground-disturbing activities, all construction work involving ground disturbance will immediately halt in the area of the resource and in any adjacent areas where the resource can reasonably be expected to occur. NASA's Procurement Officer and the HPO must be notified of the discovery and interim measures implemented to protect the discovery from looting and vandalism.

B. Immediately upon receipt of the notification, NASA will:

1. Inspect the construction site to determine the extent of the discovery and ensure that construction activities have halted;
2. Clearly mark the area of discovery;
3. Implement additional measures, as appropriate, to protect the discovery from looting and vandalism;
4. Ensure that an archaeologist meeting the *Secretary of the Interior's Professional Qualifications Standards* will inspect the work site to determine the extent and nature of the affected archaeological property;
5. Allow construction work to then proceed in the project area outside of the area of discovery; and
6. Notify the SHPO and other Consulting Parties, as appropriate, of the discovery describing the measures that have been implemented.

C. In the event that an Undertaking has an unanticipated effect on a historic property, all work pertaining to the Undertaking will immediately halt in the area of the affected historic property. NASA's Procurement Officer and the HPO must be notified of the effect and interim measures implemented to protect the historic property from further effects.

D. In accordance with 36 C.F.R. § 800.13(b)(3), within 48 hours of receipt of the notification, NASA will provide the SHPO and other Consulting Parties, as appropriate, with its assessment of the NRHP eligibility of the discovery and the measures it proposes to take to resolve adverse effects. In making its official evaluation, NASA, in consultation with the SHPO, may assume the discovery to be NRHP-eligible for the purposes of Section 106 pursuant to 36 C.F.R. § 800.13(c). NASA, the SHPO, and other Consulting Parties, as appropriate, will respond within 48 hours of receipt.

E. NASA will take into account the SHPO's recommendations on eligibility and treatment of the discovery, will ensure that appropriate actions are carried out, and will provide the SHPO and other Consulting Parties, as appropriate, with a report on these actions when they have been implemented.

F. Construction activities may proceed in the area of the discovery, when NASA has determined that implementation of the actions undertaken to address the discovery are complete.

G. Any disputes over the evaluation or treatment of previously unidentified resources will be resolved in accordance with Stipulation XI of this Agreement.

H. If human remains and associated funerary objects are discovered, NASA will immediately halt work in the area and contact the appropriate authorities. NASA will contact local law enforcement to determine whether the remains relate to a crime scene. If the remains are determined to be Native American, NASA will comply with the provisions of the Native American Graves Protection and Repatriation Act ("**NAGPRA**") [25 U.S.C. §§ 3001–3013], as appropriate.

I. NASA will ensure that archaeological artifacts recovered from archaeological investigations or post-review discoveries will be stored in a curatorial repository that meets federal standards stipulated in 36 C.F.R. Part 79 (*Curation of Federally-Owned and Administered Archeological Collections*).

VIII. EMERGENCY ACTIONS

A. Emergency actions are those actions deemed necessary by NASA as an immediate and direct response to an emergency situation, which is a disaster or emergency declared by the President or the Governor of the State of California, or other

immediate threats to life or property. Emergency actions under this Agreement are only those implemented within 30 days from initiation of the emergency situation. Actions occurring 30 days following the emergency are not accorded expedited review but are reviewed in accordance with Stipulation III or IV, as appropriate. However, NASA may seek extension of this 30-day period from the ACHP in accordance with 36 C.F.R. § 800.12(d).

B. In those situations where unanticipated and sudden events, including, but not limited to, earthquakes, floods, fires, wind, and/or storms that affect the structural stability of a historic property, rendering it an immediate health and safety hazard, NASA will take the necessary steps to comply with the ACHP's regulations for emergency situations (36 C.F.R. § 800.12) and make the historic property safe and secure. Within 10 calendar days, or as soon as practicable, NASA will notify the SHPO of such actions, providing a brief description of the nature of the emergency and corrective work. The HPO must notify the SHPO and other Consulting Parties of the emergency actions. Notification may be verbal, followed by written communication. These parties then have seven (7) calendar days rather than the traditional 30 calendar days to comment on the Undertaking.

C. The HPO will ensure that all reasonable efforts are made to avoid or minimize disturbance of historic properties during emergency operations and will communicate with NASA personnel regarding potential effects to historic properties.

IX. HANDLING OF SENSITIVE BUT UNCLASSIFIED DATA

A. The Signatories to this Agreement acknowledge that information about known or potential historic properties for purposes of this Agreement is or may be subject to the provisions of Section 304 of the NHPA and Section 6254.10 of the California Government Code (California Public Records Act), relating to the disclosure of sensitive information, and having so acknowledged, will ensure that all actions and documentation prescribed by this Agreement are, where necessary, consistent with the requirements of Section 304 of the NHPA and Section 6254.10 of the California Government Code.

B. If any Signatory receives a request for information pursuant to the Freedom of Information Act or the California Public Records Act (Government Code §§ 6250 et seq.) regarding known or potential historic properties for purposes of this Agreement, or otherwise related to this Agreement, the Signatory receiving the request will notify the other Signatories within five (5) days of receipt of the request.

C. Notwithstanding any restrictions on use, disclosure, or reproduction of data provided in this clause, the Parties will not be restricted in the use, disclosure, and

reproduction of any data that (a) is publicly available at the time of disclosure or becomes publicly available without breach of this Agreement; (b) is known to, in the possession of, or developed by the receiving Signatory independent of carrying out the receiving Signatory's responsibilities under this Agreement and independent of any disclosure of, or without reference to, proprietary data or otherwise protectable data hereunder; (c) is received from a third party having the right to disclose such information without restriction; or (d) is required to be produced by the receiving Signatory pursuant to a court order or other legal requirement.

X. ANNUAL REPORTING

A. NASA will provide to the SHPO an annual status report within 12 months of the execution of this Agreement, and every 12 months thereafter until it expires, is extended, or is terminated. The annual status report will address the following:

1. A list of activities implemented during the reporting period that did not require review as set forth in Stipulation III and APPENDIX C;
2. A list of Undertakings implemented during the reporting period that resulted in no adverse effects to historic properties at ARC;
3. A list of Undertakings implemented during the reporting period that resulted in adverse effects to historic properties at ARC;
4. A summary of any Mitigation Plans and/or Data Recovery Plans implemented to resolve adverse effects;
5. A summary of any cases of post-review discovery;
6. Problems with implementation of this Agreement or issues encountered during the year, including any comments or concerns raised by the SHPO, Concurring Parties, other Consulting Parties, or any new parties (Tribes) who have expressed interest in consulting;
7. Changes the HPO believes should be made in implementation of this Agreement; and
8. A list of all professional training opportunities attended by ARC personnel relative to this Agreement provided during the reporting period and number of participants and organizations.

B. NASA will update APPENDIX A annually to document additional properties that have been determined eligible for or have been listed in the NRHP, or have become ineligible for or are delisted from the NRHP, to reflect ongoing survey and evaluation of

buildings and structures at ARC as they turn 50 years old or are significantly altered. NASA will submit the revised APPENDIX A with the annual status report to the SHPO and seek concurrence within 30 days of confirmed receipt of the request. If comments are not received within the 30-day period, NASA will assume SHPO concurrence on the eligibility statuses listed in the revised APPENDIX A.

C. The ACHP and the SHPO may monitor and review the activities carried out pursuant to this Agreement. The HPO shall cooperate with the SHPO and the ACHP in their monitoring and review responsibilities.

XI. DISPUTE RESOLUTION

A. Should any Signatory to this Agreement object to any action carried out or proposed by NASA ARC with respect to implementation of this Agreement, the objecting Signatory will consult with NASA to resolve the objection.

B. If, after initiating such consultation, NASA determines that the objection cannot be resolved through consultation, NASA will forward all documentation relevant to the objection to the ACHP, including the proposed response to the objection.

C. Within 45 calendar days after receipt of all pertinent documentation, the ACHP will exercise one of the following options:

1. Advise NASA that the ACHP concurs in the proposed response to the objection, whereupon NASA will respond to the objection accordingly;
2. Provide NASA with recommendations, which NASA will take into account in reaching a final decision regarding its response to the objections; or
3. Notify NASA that the objection will be referred for ACHP comment pursuant to 36 C.F.R. § 800.7(c), and proceed to refer the objection for comment. NASA will take the resulting comment into account in accordance with 36 C.F.R. § 800.7(c) (4) and Section 110(l) of the NHPA.

D. Should the ACHP not exercise one of the above options within 45 calendar days after receipt of all pertinent documentation, NASA may assume the ACHP's concurrence in its proposed response to the objection.

E. At any time during implementation of the measures stipulated in this Agreement, should an objection pertaining to this Agreement be raised by a member of the public, the party to this Agreement receiving the objection will notify the other parties to this Agreement and NASA will take the objection into account, consulting with the objector

and, should the objector so request, with any of the parties to this Agreement to resolve the objection.

XII. ANTI-DEFICIENCY ACT

NASA's obligations under this Agreement are subject to the availability of appropriated funds, and the stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act. NASA will make reasonable and good faith efforts to secure necessary funds to implement this Agreement in its entirety. If compliance with the Anti-Deficiency Act alters or impairs NASA's ability to implement the stipulations of this Agreement, NASA will consult to develop an amendment in accordance with Stipulation XIII of this Agreement. No provision of this Agreement will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.

XIII. AMENDMENT AND TERMINATION

- A. This Agreement may be amended upon a request by any Signatory. Upon such request, the Signatories will immediately consult to consider the proposed amendment. This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date of execution by the last Signatory.
- B. If within 90 calendar days (or another time period agreed to by all Signatories) the Signatories cannot reach agreement regarding an amendment, this Agreement will remain in effect in its current form or all Signatories may agree in writing to terminate the Agreement.
- C. In the event of termination of this Agreement, NASA will comply with the provisions of 36 C.F.R. Part 800 for all Undertakings or portions of Undertakings that have not already begun. NASA will notify the Signatories of this Agreement of the course of action it will pursue.

XIV. DURATION AND EXTENSION

- A. This Agreement will expire in 10 years from the date of its execution unless otherwise extended as provided below or terminated in accordance with Stipulation XIII. Prior to such time, NASA may consult with the other Signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation XIII.

B. Twelve months prior to expiration of this Agreement, the Signatories will consult regarding extension of the Agreement. The Signatories may mutually agree to extend the term of this Agreement through an amendment in accordance with Stipulation XIII, provided that the original Agreement has not expired. If the Signatories fail to consult regarding an extension of the Agreement prior to its expiration, the term of the Agreement will automatically renew for another 10 years from the date of the end of the initial 10-year period.

EXECUTION of this Agreement by NASA, the SHPO, and the ACHP, and implementation of its terms evidence that NASA has afforded the SHPO and ACHP a reasonable opportunity to comment on NASA's management of historic properties at ARC and that NASA has taken into account the effects of its ongoing management on historic properties at ARC and fully satisfies its Section 106 responsibilities for all individual Undertakings subject to review under this Agreement.

SIGNATORIES TO THIS AGREEMENT:

National Aeronautics and Space Administration, Ames Research Center

Eugene Tu, Director

Date: _____

SIGNATORIES TO THIS AGREEMENT:

Advisory Council on Historic Preservation

John M. Fowler, Executive Director

Date: _____

SIGNATORIES TO THIS AGREEMENT:

California State Historic Preservation Officer

Julianne Polanco, SHPO

Date: _____

CONCURRING PARTIES TO THIS AGREEMENT:

Planetary Ventures, LLC

**By: GEV Real Estate, Inc.,
a Delaware corporation
Its: Member**

**By: Google Inc.,
a Delaware corporation,
Its: Sole shareholder**

Date: _____

**David Radcliffe
Vice President of Real Estate and
Workplace Services**

APPENDIX A: LIST OF HISTORIC PROPERTIES AT ARC

APPENDIX B: PROGRAMMATIC AGREEMENT AMONG NASA, THE NATIONAL CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS, AND ACHP CONCERNING NHL PROPERTIES (UNITARY PLAN WIND TUNNEL) (1989)

APPENDIX C: EXEMPT ACTIVITIES

APPENDIX D: LIST OF CURRENT NASA TENANTS/LESSEES AT ARC

APPENDIX E: GLOSSARY/TERMS AND DEFINITIONS

APPENDIX F: ARCHAEOLOGY SENSITIVITY MODEL – CONFIDENTIAL

APPENDIX A: LIST OF HISTORIC PROPERTIES AT ARC

APPENDIX A

LIST OF HISTORIC PROPERTIES AT ARC

Property #	Name	Const. Date	Historic Name/Use	NRHP Status
1	Hangar 1	1933	Aircraft Maintenance Hangar	Listed – NAS Sunnyvale Historic District
2	Gymnasium	1933	Balloon Hangar	Listed – NAS Sunnyvale Historic District
5	Water Tower and Storage Tank	1932	Water Tank	Listed – NAS Sunnyvale Historic District
10	Boiler Plant Facility and Maintenance Shop	1932	Heat Plant/Storehouse	Listed – NAS Sunnyvale Historic District
15	Security Station	1933	Fire Station/Laundry/Garage	Listed – NAS Sunnyvale Historic District
16	Public Works Shop	1933	Locomotive Crane Shed	Listed – NAS Sunnyvale Historic District
17	Blumberg Administration and Telephone Exchange	1933	Administration Building	Listed – NAS Sunnyvale Historic District
18	UAV Research Building	1933	Aereological Center	Listed – NAS Sunnyvale Historic District
19	Industry Partners Building	1933	Bachelor Enlisted Quarters	Listed – NAS Sunnyvale Historic District
20	Administration Building	1933	Bachelor Officers Quarters	Listed – NAS Sunnyvale Historic District
21	Detached Garage	1933	Bachelor Officers Quarters Detached Garage	Listed – NAS Sunnyvale Historic District
22	Detached Garage	1933	Bachelor Officers Quarters Detached Garage	Listed – NAS Sunnyvale Historic District
23	Instruction Building (Carnegie Mellon University)	1933	Dispensary E	Listed – NAS Sunnyvale Historic District

Property #	Name	Const. Date	Historic Name/Use	NRHP Status
24	Administrative Office Building (Carnegie Mellon University Storage Facility)	1933	Ambulance Garage	Listed – NAS Sunnyvale Historic District
25	Administration and Auditorium	1933	Theater and Recreation Building	Listed – NAS Sunnyvale Historic District
26	Visitor Registration and Employee Badges	1933	Gate House/Iron Fence	Listed – NAS Sunnyvale Historic District
32	North Floodlight Tower	1934	Tank House/Aviation Operations Building	Listed – NAS Sunnyvale Historic District
33	South Floodlight Tower	1934	Water Tower/Aviation Operations Building	Listed – NAS Sunnyvale Historic District
37	Scale House	1933	Scale House	Listed – NAS Sunnyvale Historic District
46	Hangar 2	1943	Aircraft Maintenance Hangar	Listed – NAS Sunnyvale Historic District
47	Hangar 3	1943	Aircraft Maintenance Hangar	Listed – NAS Sunnyvale Historic District
55	Boiler House for Hangars 2 and 3	1943	Heat Plant for Hangars 2 and 3	Listed – NAS Sunnyvale Historic District
69	Inert Ammunition Storage	1943	Inert Storehouse - Bulk	Eligible – NAS Sunnyvale Historic District
70	Fuse and Detonator Magazine	1943	Fuse and Detonator Magazine - Ready Issue	Eligible – NAS Sunnyvale Historic District
71	High Explosive Magazine	1943	Explosive Storage (Miscellaneous)	Eligible – NAS Sunnyvale Historic District
72	High Explosive Magazine	1943	Explosive Storage (Miscellaneous)	Eligible – NAS Sunnyvale Historic District
73	High Explosive Magazine	1943	Explosive Storage (Miscellaneous)	Eligible – NAS Sunnyvale Historic District
74	High Explosive Magazine	1943	Explosive Storage (Miscellaneous)	Eligible – NAS Sunnyvale Historic District

Property #	Name	Const. Date	Historic Name/Use	NRHP Status
105	Airfield Lighting Vault/Transformer Vault	1947	Substation	Eligible – NAS Sunnyvale Historic District
106	Aircraft Compass Calibration Pad	1947	Aircraft Compass Calibration Pad	Eligible – NAS Sunnyvale Historic District
141	Tank Truck Filling Rack	1952	Aircraft Truck Fueling Facility	Eligible – NAS Sunnyvale Historic District
143	High Explosive Magazine	1951	Explosive Storage (Miscellaneous)	Eligible – NAS Sunnyvale Historic District
147	High Explosive Magazine	1951	Explosive Storage (Miscellaneous)	Eligible – NAS Sunnyvale Historic District
158	Airfield Flight/Tower Operations Building	1954	Flight Operations Tower	Eligible – NAS Sunnyvale Historic District
329	Receiver Building	1958	Ultra High Frequency/Very High Frequency (UHF/VHF) Receiver Building	Eligible – NAS Sunnyvale Historic District
442	Ordinance Handling Pad	1956	Taxiway c. 1951 or 1952	Eligible – NAS Sunnyvale Historic District
454	Transmission Building	1960	UHF/VHF Transmission Building	Eligible – NAS Sunnyvale Historic District
MF1000	Runway 32L/14R	1938	Runway	Eligible – NAS Sunnyvale Historic District
MF1001	Instrument Runway 32R/14L	1945	Runway	Eligible – NAS Sunnyvale Historic District
MF1002	Aircraft Parking Apron	1945	Aircraft Parking, Access, or Maintenance Apron	Eligible – NAS Sunnyvale Historic District
MF1003	Hi-Speed Aircraft Fueling Pits	1955	Aircraft Direct Fueling Station	Eligible – NAS Sunnyvale Historic District
MF1016	Aircraft Taxiways	c. 1946	West Parallel, East Parallel, and Connecting Taxiways	Eligible – NAS Sunnyvale Historic District
N200	Administration Building	1943	Administration Building/Center Headquarters	Eligible – Individual Nomination pending

Property #	Name	Const. Date	Historic Name/Use	NRHP Status
N215	7-foot x 10-foot Wind Tunnel	1941	7-foot x 10-foot Wind Tunnel	Eligible – Ames Wind Tunnel Historic District Nomination pending
N220	Technical Services Building	1940	Technical Services Building	Eligible – Ames Wind Tunnel Historic District Nomination pending
N221	40-foot x 80-foot Wind Tunnel	1944	Wind Tunnel	Eligible – Ames Wind Tunnel Historic District Nomination pending
N221B	80-foot x 120-foot Subsonic Wind Tunnel	1982	Wind Tunnel	Eligible – Ames Wind Tunnel Historic District Nomination pending
N226	6-foot x 6-foot Supersonic Wind Tunnel	1948	Wind Tunnel	Eligible – Ames Wind Tunnel Historic District Nomination pending
N227	Unitary Plan Wind Tunnel	1956	Wind Tunnel	Listed – National Historic Landmark; Ames Wind Tunnel Historic District Nomination pending
N227A	11-foot x 11-foot Transonic Wind Tunnel (Unitary Plan Wind Tunnel)	1956	Wind Tunnel	Listed – National Historic Landmark; Ames Wind Tunnel Historic District Nomination pending
N227B	9-foot x 7-foot Supersonic Wind Tunnel (Unitary Plan Wind Tunnel)	1956	Wind Tunnel	Listed – National Historic Landmark; Ames Wind Tunnel Historic District Nomination pending
N227C	8-foot x 7-foot Transonic Wind Tunnel (Storage) (Unitary Plan Wind Tunnel)	1956	Wind Tunnel	Listed – National Historic Landmark; Ames Wind Tunnel Historic District Nomination pending
N238	Arc Jet Laboratory	1964	Mach 50 Helium Tunnel/Arc Jet Laboratory	Eligible – Individual Nomination pending
N243	Flight and Guidance Simulation Facility	1967	Flight and Guidance Simulation Laboratory	Eligible – Individual Nomination pending

**APPENDIX B: PROGRAMMATIC AGREEMENT AMONG NASA, THE NATIONAL
CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS, AND ACHP
CONCERNING NHL PROPERTIES (UNITARY PLAN WIND TUNNEL) (1989)**

PROGRAMMATIC AGREEMENT
AMONG THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
THE NATIONAL CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS,
AND THE
ADVISORY COUNCIL ON HISTORIC PRESERVATION

WHEREAS, the National Aeronautics and Space Administration (NASA) undertakes research, development, space mission operations, and management use of its facilities which have been designated as National Historic Landmarks (Landmarks) (Attachment 1); and

WHEREAS, such facilities require frequent modification over the life of agency missions to adapt them to meet the requirements of ongoing NASA programs; and

WHEREAS, NASA has determined that such modifications may have an effect on those Landmarks, and has consulted with the National Conference of State Historic Preservation Officers (NCSHPO) and the Advisory Council on Historic Preservation (Council) pursuant to the regulations (36 CFR Part 800) implementing Sections 106 and 110(f) of the National Historic Preservation Act, as amended (16 U.S.C. 470f and 470h-2(f)); and

WHEREAS, the Department of the Interior, National Park Service (NPS) was invited and participated in the consultation;

NOW, THEREFORE, NASA, the NCSHPO, and the Council agree that the programs shall be implemented in accordance with the following stipulations in order to take into account the effect of the programs and specific undertakings on the Landmarks.

Stipulations

NASA will ensure that the following measures are carried out.

I. Categories of Activities

A. When the proposed undertaking involves any of the following activities, NASA shall consult with the appropriate SHPO and, as necessary, the Council in accordance with Stip. II:

- 1. Demolition, dismantling, or relocation of original engineering structures, or of buildings housing facilities;
- 2. Removal or excessing of significant elements of the Landmarks specifically named on the National Register nomination forms;
- 3. New construction not compatible with major portions of the original structure or which alter the characteristics of the

facility which were specified as the reason for its Landmark designation; or

4. Changes in function, purpose, or use of a facility.

B. When the proposed undertaking is limited to the following activities that will not alter the characteristics of the facility which were specified as the reason for its landmark designation, NASA shall develop and implement mitigation measures in accordance with Stipulation III:

1. Replacement of historic hardware or components;
2. Modification of the original structure or equipment used in engineering structures, or buildings housing facilities; or
3. New construction compatible with existing structure, purpose, and operation of the facility.

NASA shall include a description of such activities and mitigation measures in the annual summary of its activities prepared pursuant to Stipulation IV.A.

C. When the proposed undertaking involves none of the activities specified above, NASA may proceed without consultation or the implementation of mitigation measures.

II. Consultation Process

A. Consultation required under Stip. I.A. shall be conducted as follows:

1. NASA shall provide the following documentation to the SHPO for review:
 - a. a description of the undertaking, with photos, maps, and drawings;
 - b. a description of the affected Landmark;
 - c. a description of the effects of the undertaking on the affected Landmark;
 - d. a description of alternatives to the proposed action, which were considered if any, and reasons not chosen;
 - e. a description of any mitigation measures proposed;
 - f. a description of NASA's effort, if appropriate, to obtain and consider views of affected interested persons on the proposed undertaking, including a copy of any comments received; and
 - g. the planning and approval schedule for the proposed undertaking.

Whenever feasible, NASA shall give the SHPO advance notice that such documentation is under preparation, and advise the SHPO of a date certain that it intends to submit the documentation to the SHPO.

2. The SHPO shall respond to a written request for consultation (accompanied by the documentation specified in Stip. II.A.1) within 20 working days, and agree, conditionally agree, or disagree with NASA's proposal.

3. If NASA does not accept the SHPO's conditions, or if NASA and the SHPO disagree, NASA shall notify the Council and forward copies of the documentation specified in Stip. II.A.1, above, along with other information relevant to the dispute.

4. Within 20 working days, the Council shall either: (1) attempt to resolve the dispute; (2) provide NASA with recommendations to be taken into account in implementing the activity; or (3) decide to comment, and comment within 45 working days of that decision. At NASA's request, the time periods in Stips. II.A.2. and II.A.4. will run concurrently. In exceptional circumstances NASA may request accelerated consideration under Stip. II.A.4. and the Council will make a good faith effort to accommodate such requests. The Council may consult with the National Park Service of the Department of the Interior during its review period.

B. The Council and the NCSHPO recognize that operational emergency situations may arise where NASA must take immediate action without prior consultation with the appropriate SHPO or the Council. In such situations, NASA shall notify the Council and the SHPO of such actions as soon as practicable.

III. Mitigation

Mitigation measures shall be carried out prior to undertaking actions specified in Stips. I.A. and I.B.

A. Recordation

1. Recordation shall be done in accordance with the Secretary of the Interior's "Standards for Architectural and engineering Documentation" (Standards) (Federal Register, 48 FR 190, pp. 44730-44734, September 29, 1983).

2. Because original "as-built" drawings and other records are on file at the installations containing Landmark facilities, documentation will normally include the following: (1) reproduction of existing "as-built" drawings and site plans modified on standard size (19 x 24 or 24 x 36) mylar; and (2) provision of black and white archival quality photos with large format negatives of exterior and interior views, as appropriate, as well as special technological features or engineering details.

3. Original copies of all documentation shall be provided to the Secretary of the Interior in accordance with the Standards for incorporation into the National Architectural and Engineering Records in the Library of Congress as provided in Section 101 of the National Historic Preservation Act and implementing procedures. Copies of the documentation shall also be provided to the appropriate SHPO.

B. Salvage

NASA will apply its agreement with the Smithsonian Institution (NASA Management Instruction 4310.4) to determine appropriate retention and curation activities with respect to significant artifacts.

IV. Continuing Coordination

A. On or about December 1, 1990, and annually thereafter, NASA will provide a summary of its activities under this Agreement to the Council and to the NCSHPO.

B. In consultation with the appropriate SHPO, the Council may review and comment upon individual undertakings when it determines that historic preservation issues warrant such action.

C. NASA will provide appropriate public information about activities under Stip.I.A. to interested parties upon request.

D. Any party to this Agreement may terminate it by providing 60 days notice 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.

Execution of this Programmatic Agreement and carrying out its terms evidences that NASA has afforded the Council and the NCSHPO a reasonable opportunity to comment on its programs affecting Landmarks under Sections 106 and 110(f) of the National Historic Preservation Act, and that NASA has taken into account the effects of its programs on these Landmarks.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

By:

[Signature]
Associate Administrator
for Management

9/20/89
Date

NATIONAL CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS

By:

[Signature]
President

10/6/89
Date

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:

[Signature]
Chairman

September 18, 1989
Date

NASA's NATIONAL HISTORIC LANDMARKS

(as of 2/24/89)

1. Variable Density Tunnel (Langley Research Center, Hampton, VA)
2. Full Scale Tunnel (Langley Research Center, Hampton, VA)
3. Eight-Foot High Speed Tunnel (Langley Research Center, Hampton, VA)
4. Unitary Plan Wind Tunnel (Ames Research Center, Moffett Field, CA)
5. Rocket Engine Test Facility (Lewis Research Center, Cleveland, OH)
6. Zero-Gravity Research Facility (Lewis Research Center, Cleveland, OH)
7. Spacecraft Propulsion Research Facility (Lewis Plum Brook Operations Facility)
8. Redstone Test Stand (George C. Marshall Space Flight Center, AL)
9. Propulsion and Structural Test Facility (George C. Marshall Space Flight Center, AL)
10. Rocket Propulsion Test Complex (Stennis Space Center, MS)
11. Saturn V Dynamic Test Stand (George C. Marshall Space Flight Center, AL)
12. Lunar Landing Research Facility (Langley Research Center, Hampton, VA)
13. Rendezvous Docking Simulator (Langley Research Center, Hampton, VA)
14. Neutral Buoyancy Space Simulator (George C. Marshall Space Flight Center, AL)
15. Space Environment Simulation Laboratory (Lyndon B. Johnson Space Center, Houston, TX)
16. Spacecraft Magnetic Test Facility (Goddard Space Flight Center, Greenbelt, MD)
17. Twenty-Five-Foot Space Simulator (Jet Propulsion Laboratory, Pasadena, CA)
18. Pioneer Deep Space Station (Goldstone Deep Communications Complex, CA)
19. Space Flight Operations Facility (Jet Propulsion Laboratory, Pasadena, CA)
20. Apollo Mission Control Center (Lyndon B. Johnson Space Center, Houston, TX)

APPENDIX C: EXEMPT ACTIVITIES

APPENDIX C

EXEMPT ACTIVITIES NOT REQUIRING REVIEW UNDER THIS AGREEMENT

The following activities have limited potential to affect historic properties, generally resulting in “No Adverse Effect,” and therefore do not require review under this Agreement. If a proposed action is not listed herein, does not meet *The Secretary of the Interior’s Standards for the Treatment of Historic Properties*, or will have an adverse effect on a historic property at ARC (listed in Appendix A), then the undertaking must follow the Streamlined Review Process (outlined in Stipulation IV of this Agreement). It is the HPO’s responsibility to determine whether a proposed Undertaking falls under the category of exempt activities listed herein (Appendix C).

1. Site Maintenance and Improvements

1.1. Ground Disturbing Activities

1.1.1. Any activity that causes ground disturbance in areas that have been surveyed for cultural resources and no historic properties are present or in areas of low sensitivity for archaeological resources as delineated in the 2014 Archaeological Sensitivity Model (Confidential Appendix F).

1.2. Building Demolition

1.2.1. Demolition of properties and associated infrastructure determined not eligible for the NRHP by NASA with concurrence from the SHPO.

1.2.2. 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.

1.3. Circulation Features

1.3.1. Routine maintenance, repair, and resurfacing of roads and sidewalks where work is confined to existing footprint or areas of previously maintained road surfaces, ditches, culverts, and slopes.

1.3.2. Maintenance, repair, or in-kind replacement of existing features to match existing design, form, texture, and materials, including:

- Concrete or asphalt surfaces for curbs, gutters, and retaining walls
- Non-character-defining traffic control devices (such as traffic signals and signs, lane delineators, pavement markings, and traffic surveillance systems)

*Not For Public Release
Confidential Commercial Information
Pre-Decisional Draft*

- Non-character-defining street lights and street signs
- Walkways
- Driveways
- Parking areas

1.3.3.Placement of gravel or aggregate on existing unpaved dirt roads, paths, or lots where no new ground disturbance will occur.

1.3.4.Paving of new roads, paths, or lots outside of historic district boundaries and not adjacent to an individual historic property, provided minimal ground disturbance or grading will occur and no archaeological sites are present.

1.3.5.Restriping of existing paved surfaces for bike paths and routes

1.3.6.Maintenance, repair, or in-kind replacement of aviation runway surfaces (such as asphalt, concrete, gravel, and dirt) and associated noncontributing air transportation components and systems (such as lighting bars, beacons, signage, and weather sensors), provided no archaeological sites are present and no new ground disturbance will occur.

1.3.7.Installation of new circulation features for ADA and Code compliance outside of historic district boundaries and not adjacent to an individual historic property.

1.3.8.Installation of new circulation features for ADA and Code compliance within historic district boundaries or adjacent to an individual historic property, provided such construction does not alter or detract from qualities that contribute to the significance of historic properties.

1.4. Landscaping

1.4.1.Routine maintenance of existing landscaping, including mowing, trimming, and pruning of grass, plantings, shrubs, or trees.

1.4.2.Routine vegetation control activities, including removal of dead, diseased, hazardous, or potentially damaging vegetation.

1.4.3.Prevention and removal of pests (such as termites, insects, rodents) and animal debris.

1.5. Erosion Control

1.5.1.Erosion control activities (such as gravel or riprap placement), provided minimal grading or preparation will occur and no archaeological sites are present.

1.5.2.Planting or seeding ground cover and cleanout of existing drainage ditches.

1.6. Fencing

1.6.1.Maintenance, repair, or in-kind replacement of existing fencing to match existing design, form, texture, and materials.

1.6.2.Installation of new fencing outside of historic district boundaries and not adjacent to individual historic properties, provided minimal ground disturbance will occur and no archaeological sites are present.

1.6.3. Alteration of existing noncontributing fencing within historic district boundaries or adjacent to individual historic properties for access and security improvements.

1.7. Landscape Objects, Equipment, and Small-scale Features

1.7.1. Maintenance, repair, or in-kind replacement of existing small-scale features, including planters, statuary, trash bins, and signage.

1.7.2. Repair or comparable replacement of existing noncontributing recreational equipment (such as park benches, playground equipment, outdoor athletic facilities), but excluding buildings (see above).

1.7.3. Placement of interpretive signage and public exhibits, provided character-defining features or significant historic fabric will not be irreversibly damaged, altered, or removed.

1.7.4. Removal of existing noncontributing small-scale features, including planters, statuary, trash bins, and signage.

1.8. Placement of Temporary Structures

1.8.1. Temporary placement (not to exceed 24 months) of trailers, tents, and portable structures on parking lots or other surfaces, provided no archaeological sites are present and no new ground disturbance will occur.

1.8.2. Temporary placement (not to exceed 24 months) of barriers and traffic control devices (such as concrete barriers, fencing, and traffic signals and signs).

1.8.3. Temporary placement (not to exceed 24 months) of construction-related structures (such as scaffolding, barriers, screening, fences, protective walkways, signage, office trailers or self-contained restrooms), provided no archaeological sites are present and no new ground disturbance will occur.

1.9. Utilities

1.9.1. Maintenance, repair, or in-kind replacement of existing above-ground utilities infrastructure.

1.9.2. Maintenance, repair, or in-kind replacement of existing above-ground fuel, propellant, and chemical storage facilities.

1.9.3. Maintenance, repair, or replacement of existing underground utilities, provided no archaeological sites are present and ground disturbance is limited to existing footprint or areas that have been previously surveyed or have low sensitivity for archaeological resources as determined by the HPO.

1.9.4. Installation of new underground utilities, provided no archaeological sites are present and ground disturbance is limited to existing footprint or areas that have been previously surveyed or have low sensitivity for archaeological resources as determined by the HPO.

1.9.5. Installation of new above-ground utilities or utility systems for Code compliance outside of historic district boundaries and not adjacent to an individual historic property.

1.9.6. Installation of new above-ground utilities or utility systems for Code compliance within historic district boundaries or adjacent to an individual historic property, provided such construction does not alter or detract from qualities that contribute to the significance of historic properties.

1.9.7. Siting, installation, maintenance, repair, removal, and operation of plant water systems (such as water wells, cooling water systems, potable water systems, storm sewers, waste water treatment systems, plant drainage, and plumbing), provided no archaeological sites are present and ground disturbance is limited to existing footprint or areas that have been previously surveyed or have low sensitivity for archaeological resources as determined by the HPO.

2. New Construction and Additions

2.1. Construction of new buildings, structures, and equipment, or additions to existing buildings that are not historic or within a historic district, and ground disturbance is limited to areas that have been previously surveyed or that have low sensitivity for archaeological resources as determined by the HPO.

2.2. Construction of temporary (not to exceed 24 months) buildings, structures and equipment where the temporary construction does not compromise the integrity of historic properties, including historic districts, and ground disturbance is limited to areas that have been previously surveyed or have low sensitivity for archaeological resources as determined by the HPO.

2.3. Incorporation of green building technologies to existing buildings seeking certification under the U.S. Green Building Council's Leadership in Energy and Environmental Design standards for environmentally sustainable construction, provided such construction does not alter or detract from qualities that contribute to the significance of historic properties.

3. Exterior Building Maintenance and Rehabilitation

3.1. Foundation Repair

3.1.1. Maintenance, repair, or in-kind replacement of footings, foundations, and retaining walls, provided no archaeological sites are present and ground disturbance is limited to existing footprint or areas that have been previously surveyed or have low sensitivity for archaeological resources as determined by the HPO.

3.1.2. Installation of below-grade waterproofing, provided no archaeological sites are present and ground disturbance is limited to existing footprint or areas that have been previously surveyed or have low sensitivity for archaeological resources as determined by the HPO.

3.1.3. Alteration of footings, foundations, and retaining walls in existing noncontributing buildings for performance upgrades, provided that alterations match existing in profile and appearance.

**Not For Public Release
Confidential Commercial Information
Pre-Decisional Draft**

3.2. Walls, Siding, and Other Exterior Features

- 3.2.1. Maintenance, repair, rehabilitation, or in-kind replacement of exterior walls, siding, trims, rails, exterior flooring, joints, and stairs.
- 3.2.2. Repair or repointing of masonry features with the design, size, shape, materials, and repointing to match the original in color, texture, and tooling, and, for historic properties, following the recommended approaches in the NPS' *Preservation Brief #2: Repointing Mortar Joints in Historic Brick Buildings*.
- 3.2.3. Performance upgrades of existing non-character-defining exterior wall or siding material that match characteristics of the existing or historic materials in appearance.
- 3.2.4. Treatment and removal of pests, such as termites, insects, rodents, and animal debris, provided character-defining features or significant historic fabric will not be irreversibly damaged, altered, or removed.
- 3.2.5. Maintenance, repair, or in-kind replacement of existing signs or awnings.

3.3. Roofing

- 3.3.1. Maintenance, repair, or in-kind replacement of roof materials, cladding and sheeting, underlayment sheathing, flashing, gutters, soffits, downspouts and catch basins with no change in roof pitch or configuration.
- 3.3.2. Repair or re-framing of structural roof elements as required to improve the drainage and durability of the roof, provided the appearance of the visible roof lines from the front elevation and from other prominent, visible points is not affected.
- 3.3.3. New installation of gutters and downspouts, provided significant historic fabric will not be irreversibly damaged, altered, or removed.
- 3.3.4. Performance upgrades of existing non-character-defining roofing material that match characteristics of the existing or historic materials in appearance.

3.4. Windows and Doors

- 3.4.1. Maintenance, repair, rehabilitation, or in-kind replacement to original specifications of windows and doors to match existing material and form.
- 3.4.2. In-kind replacement of broken or cracked glass panes to match thickness and historic characteristics (color, texture, sheen, waviness) of the existing or historic glass materials.
- 3.4.3. Installation of new glass in existing non-character-defining sashes or doors, including retrofitting for double and triple glazing.
- 3.4.4. Adjusting window counterweights.
- 3.4.5. Replacement of glazing putty.
- 3.4.6. Installation of door or window locks or electronic security apparatus.
- 3.4.7. Performance upgrades of existing non-character-defining sashes or doors panes to match characteristics of the existing or historic materials in appearance.
- 3.4.8. Retrofit of existing non-character-defining hardware for ADA and Code compliance.

*Not For Public Release
Confidential Commercial Information
Pre-Decisional Draft*

3.4.9. Energy conservation actions to meet standard reductions in energy use (such as clear non-reflective window film, or replacement or installation of compatible caulking or weather-stripping at doors, windows, and other penetrations that require weatherproofing), provided character-defining features or significant historic fabric will not be irreversibly damaged, altered, or removed.

3.4.10. Repairs including testing, remediation and abatement of lead-based paint and other toxic materials, provided character-defining features or significant historic fabric will not be irreversibly damaged, altered, or removed.

3.5. Painting/Lead Paint Abatement

3.5.1. Repainting historic and non-historic surfaces that have been previously painted using similar paint type to match existing or historic colors.

3.5.2. Encapsulation of lead-based paint in trim and molding where there is no change to appearance.

3.5.3. Removal of exterior paint by non-destructive means, limited to hand scraping, low pressure water wash (less than 200 p.s.i.), or paint-removal chemicals, provided that the removal method is consistent with the provisions of 24 C.F.R. Part 35, “Lead-Based Poisoning Prevention in Certain Residential Structures,” including Part 35.140, “Prohibited methods of paint removal.”

3.5.4. All lead paint abatement done in accordance with NPS’ *Preservation Brief #37: Appropriate Methods for Reducing Lead Paint Hazards in Historic Housing*.

3.6. Lighting

3.6.1. Maintenance, repair, or in-kind replacement of existing significant, character-defining, or contributing exterior light fixtures.

3.6.2. Replacement or modification of noncontributing lighting systems in all buildings and facilities, provided character-defining features or significant historic fabric will not be irreversibly damaged, altered, or removed.

3.7. Research Equipment and Systems

3.7.1. Modification, repair, removal or addition of NRHP-ineligible or non-character defining equipment and/or systems utilized to support specialized research (e.g., steam ejectors, vacuum spheres, combustion equipment, process gas reclamation systems, above ground fuel storage tanks, bottle fields, crane and wench systems, satellite dishes, high pressure air production, and storage and distribution systems).

3.8. Disabled Access

3.8.1. Maintenance, repair, or in-kind replacement of existing wheelchair ramps, unless the ramps are to be substantially modified.

3.8.2. Installation of new wheelchair ramps, when the following considerations apply:

*Not For Public Release
Confidential Commercial Information
Pre-Decisional Draft*

- The ramp will not be a permanent addition to the property;
- No historic fabric will be permanently damaged in the installation or use of the ramp;
- Efforts will be made to construct and finish the ramp in a manner that will result in a minimal amount of visual and physical impact on the property, through design considerations, use of materials, and painting wooden ramps whenever possible.

3.9. Mothballing

3.9.1. Securing or mothballing an historic property by boarding over window and door openings, making temporary roof repairs, and /or ventilating the building, following NPS's *Preservation Brief #31: Mothballing Historic Buildings*.

4. Interior Building Maintenance and Rehabilitation

4.1. Interior Spaces

- 4.1.1. Maintenance, repair, or in-kind replacement of interior finishes, including plaster, drywall, trim, tile, and flooring.
- 4.1.2. Improvement or replacement of kitchen and restroom facilities and fixtures, provided the work is contained within the existing walls, and character-defining features or significant historic fabric will not be damaged, altered, or removed.
- 4.1.3. Improvement or replacement of restroom facilities for ADA and Code compliance, provided the work is contained within the existing restroom walls, and character-defining features or significant historic fabric will not be irreversibly damaged, altered, or removed.
- 4.1.4. If covering historic features, such as wood floors, then carpet or sheet goods (linoleum or vinyl) will be installed in a reversible manner, either through tacking or with an underlayment so historic floors will not be irreversibly damaged.
- 4.1.5. Installation or repair of concrete basement floor in an existing basement, provided significant historic fabric will not be damaged, altered, or removed.
- 4.1.6. Alteration or replacement of interior floorplan configurations, systems, and equipment, provided character-defining features and significant historic fabric will not be damaged, altered, or removed.
- 4.1.7. Seismic improvements including securement and bracing of plumbing, piping, conduits, ducts, antennas, equipment, communication devices, radio systems, cables, and phone systems.
- 4.1.8. Installation of building access security devices, such as card readers, enhanced locks, and security scanners (such as metal detectors), provided character-defining features or significant historic fabric will not be irreversibly damaged, altered, or removed.

4.2. Mechanical and Electrical Systems

*Not For Public Release
Confidential Commercial Information
Pre-Decisional Draft*

- 4.2.1. Maintenance, repair, replacement, or new installation of HVAC equipment, filters, plumbing, telecommunications equipment, or security systems, provided character-defining features or significant historic fabric will not be irreversibly damaged, altered, or removed.
- 4.2.2. Maintenance, repair, removal, modification, upgrading or replacement of plant and building electrical systems (e.g., building conduit, wiring and lighting, emergency lighting, etc.) in all buildings and structures.
- 4.2.3. Upgrading or installing new electrical lines between or among buildings and facilities, provided no exposed conduits, cables, or other equipment is installed.
- 4.2.4. Replacement of non-character-defining insulation (ceilings, attics, basement spaces).
- 4.2.5. Installation of new MEP, telecommunications, security or fire suppression systems that do not compromise the integrity of any historic properties.
- 4.2.6. Energy conservation actions to meet standard reductions in energy use.
- 4.2.7. Lighting and systems improvements (interior and exterior) required for programmatic reasons that do not compromise the integrity of any historic properties.
- 4.2.8. Repair or comparable replacement of non-character-defining exterior equipment such as generators, transformers, condensers, etc. in the same location.
- 4.2.9. Siting, installation, maintenance, repair, removal or replacement of non-character-defining communications and computer systems, including public address systems, facsimile systems, microwave and radio systems, fiber-optic cables, and phone systems.
- 4.2.10. Maintenance, repair, or in-kind replacement of elevators.

4.3. Fire Detection and Suppression

- 4.3.1. Changes to non-character-defining fire detection and suppression systems including routine upgrades and modifications to fire alarm systems, smoke detectors, and sprinkler systems.

4.4. Health and Safety

- 4.4.1. General clean-up, encapsulation, removal, and disposal of asbestos-containing materials from buildings and structures, provided it does not involve removal or alteration of significant historic elements (for lead paint abatement, see above).
- 4.4.2. Replacement of asbestos-containing materials and replacement with similar non-asbestos materials.
- 4.4.3. Carpeting over damaged, non-character-defining asbestos floor tiles.
- 4.4.4. Encapsulation of lead-based paint in trim and molding where there is no change to appearance.
- 4.4.5. Hazardous material (e.g., lead paint, asbestos, and mold) testing, remediation, and abatement that does not require the removal of historic materials or alteration of visible contributing elements of historic property.
- 4.4.6. Removal of hazardous materials in small areas designated for investigative openings and materials testing.

*Not For Public Release
Confidential Commercial Information
Pre-Decisional Draft*

4.5. Green Building Technologies

- 4.5.1. Incorporation of green building technologies to existing historic buildings or structures seeking certification under the U.S. Green Building Council's Leadership in Energy and Environmental Design standards for environmentally sustainable construction, provided such construction does not alter or detract from the qualities that contribute to the significance of the historic property.
- 4.5.2. Energy conservation measures including modifications to the heating, ventilation, and air condition (HVAC) control systems and conversions to alternative fuels (provided that these elements do not detract from the qualities that make the historic property listed or determined eligible).

5. General

5.1. Transfer or Lease of Real Property

- 5.1.1. Transfer of ownership or management responsibilities of real property, including historic properties listed in Appendix A, to another Federal agency.
- 5.1.2. Leases to public or private entities, including historic properties listed in Appendix A, provided such leases shall ensure that such entities have equal responsibility for complying with Sections 106 and 110 of the NHPA.
- 5.1.3. Leasing or licensing for events less than 90 days, provided it is carried out in accordance with NASA and ARC guidelines and policies.

5.2. Antiterrorism and Force Protection Measures

- 5.2.1. Antiterrorism and force protection measures designed and constructed to prevent or mitigate hostile actions, including cyber threats, as well as to increase capacity and protection for access control provided such construction does not alter or detract from the qualities that contribute to the significance of the historic property and/or structure.

5.3. Wildlife Habitat Conservation

- 5.3.1. Maintenance and repair of existing property, wetlands, and stream channels. Installation of nesting platforms and boxes. Installation of animal-secure fencing or barriers when consistent with fencing provision above.

6. Operations

6.1. Launch Operations

- 6.1.1. Launch and flight of tethered or free-floating balloons or dirigibles from the Moffett Field airfield.

6.2. Aircraft (Manned and Unmanned) Operations

***FOIA Confidential Treatment Request
Voluntarily Submitted Confidential Business Information
Pre-Decisional Draft – For Review Only***

***Not For Public Release
Confidential Commercial Information
Pre-Decisional Draft***

- 6.2.1. Flight of manned fixed or rotary wing aircraft from the Moffett Field runway.
- 6.2.2. Flight of unmanned fixed or rotary wing aerial systems from the Moffett Field runway.

APPENDIX D: LIST OF CURRENT NASA TENANTS/LESSEES AT ARC

APPENDIX D

LIST OF CURRENT NASA TENANTS/LESSEES AT ARC

Tenant/Lessee	Property #
AAC Microtec NA	019
ACCC	N270
AECOM Technical Services, Inc.	019
Aerovar Research, LLC	019
AIB	N255
Alidyne Labs Incorporated	019
All One Quantum Energy Research,	019
Aurora Flight Sciences	019
Bay Area Environmental Research	019
Bloom Energy Corporation	154, 543
Boreal Information Tech.	019
Bureau of Alcohol, Tobacco, Firearms	N127
California Air National Guard	111, 146, 574, 585, 650, 651, 653, 654, 655, 656, 656, 657, 658, 659, 660, 661, 662, 669, 679, 680, 681, 682, 683, 958, 992
California Space Authority, Inc.	503
Canopus Systems US LLC	019, 503
Carnegie Mellon University	023, 024
Chandah Space Technologies, Corp.	019
Changene Lab	019, 566
CM SPE, LLC	019
Deep Space Industries, Inc.	156
Defense Commissary Agency	012, 013
Digiproofs, INC.	019
Ecliptic Enterprises Corporation	555
Eloret Corporation	019
Federal Emergency Management Agency	N127C, N144
Flight Research Associates, Inc.	019
Game Changers, LLC	019, 156
GEOG2 Solutions, Inc.	N211
Geometrics, Inc.	N217, N217A
Goll, LLC	019
Google, Inc.	046
H211, LLC	N211N144
IDM Technology Inc.	019
InformArt	018
IntraPoint, Inc.	019
Intrinsyx Technologies Corp.	019

Tenant/Lessee	Property #
Kleenspeed Technologies, Inc.	554
Latipnet, Inc.	019
Leonis Medical Corporation	019, 503
Lifesource Biomedical, LLC.	N236, N261
Lockheed Martin Space Systems Company	MF1001
Logyx, LLC	019
Machine-to-Machine Intelligence	019
Made In Space, Inc.	153
Mars Institute	019
Millennium Engineering	019
Mission Critical Technologies, Inc.	019
Moffett Field Historical Society	126
Moon Express, Inc.	019, 045
NanoRacks, LLC	019
NAVFAC Southwest	107
Neerim Corporation	019
NeuroVigil, Inc.	019
Nxar, LLC	018
Office of the Inspector General	N207
Office of the Sheriff, County of Santa Clara	N211
Photozig, Inc.	019
Planetary Ventures, LLC	Land, 001, 032, 033, 046, 047, 055, 056, 069, 070, 071, 072, 073, 074, 078, 098, 105, 106, 120, 137, 138, 139, 140, 141, 143, , 147, 158, 191, 328, 330, 331, 359, 360, 361, 399, 400, 409, 421, 439, 440, 442, 446, 454, 455, 463, 468, 469, 471, 484, 485, 486, 487, 488, 489, 490, 491, 492, 498, 499, 502, 511, 528, 537, 545, 561, 591, 684, 686, 901, 934, 439A, MF1000, MF1001, MF1002, MF1003, MF1004, MF1007, MF1008, MF1009, MF1011, MF1013, MF, 1014, MF1016, MF1017
Planners Collaborative, Inc.	019
Pragati Synergetic Research, Inc.	019
Rhombus Power, Inc.	019
RMV Technology Group, LLC	019
S3 Holdings, Inc.	019
Santa Clara University	N239
Scanadu Incorporated	020
SGT, Inc.	019
Singularity University	020, 556, 583C
SkyTran Inc.	014
Space Grant Education and Enterprise	555

Tenant/Lessee	Property #
Space Systems Loral, Inc.	046, 047
SRI International	MF1001
Takshashila University	019
Tesla Motors, Inc.	019
Teton Aerospace LLC	019
Regents of the University of	N239
U.S. Postal Service	067
U. S. Department of Veterans Affairs	N144
U.S. Air Force	N221, N221B, N246
U.S. Army	N215, N216, N216A, N216B, N219, N248, N248A-C, T12-B
UAV Collaborative	018
University Associates	Land
VAPAHCS	N144
Vasper Systems California, LLC	566
Verdigris Technologies, Inc.	019
Virgin America	014
Wyle Laboratories, Inc.	019
Zee.Aero, Inc	N210
Zenpire Corporation	019, 021, 503

APPENDIX E: GLOSSARY/TERMS AND DEFINITIONS

APPENDIX E

GLOSSARY/ TERMS AND DEFINITIONS

ACHP: the Advisory Council on Historic Preservation or a Council member or employee designated to act for the Council.

Adverse Effect: Harm to those qualities or characteristics that qualify the property listing in the NRHP, either directly or indirectly caused by a federal agency's action. The adverse effect may diminish the integrity of the property's location, design, setting, materials, workmanship, feeling or association. The criteria of adverse effect are identified in 36 C.F.R. § 800.5(a)(1); examples of adverse effects are given in 36 C.F.R. § 800.5(a)(2).

Area of Potential Effect (APE): "The geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking." [36 C.F.R. § 800.16(d)].

Archaeological Site: A location that contains the physical evidence of past human behavior that allows for its interpretation, that is at least 50 years of age, and for which a boundary can be established.

Artifact: An object made or modified by humans.

Avoidance: Modification of a project or other undertaking so that effects on cultural resources that would have resulted from the originally proposed actions do not occur.

Building: "A structure created to shelter any form of human activity, such as a house, barn, church, hotel, or similar structure. Building may refer to a historically related complex such as a courthouse and jail or a house and barn." [36 C.F.R. § 60.3(a)]

Concurring Party: A consulting party invited to concur in the agreement document, but who does not have the authority to amend or terminate the agreement. Like an invited signatory's signature, a concurring party signature is not required to execute the agreement; a concurring signature is essentially an endorsement of the agreement. Thus, the refusal to sign by any party asked to concur in the agreement does not prevent the agreement from being executed. For the purposes of this Agreement, Concurring Parties mean [to be determined].

Consultation: "The process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process. The Secretary's 'Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act' provide further guidance on consultation." [36 C.F.R. § 800.16(f)]

Consulting Party: A party with a consultative role in the Section 106 of NHPA consultation process. For the purposes of this Agreement, Consulting Parties mean the SHPO; NASA's tenants/lessees at ARC; other Applicants for NASA permits or approvals at ARC; and individuals and organizations with a demonstrated interest in an undertaking due to the nature of their legal or economic relation to the undertaking or affected properties, or their concern with the undertaking's effects on historic properties. [36 C.F.R. § 800.2(c)]

Contributing: A building, site, structure, or object within a historic district which adds to the values or qualities of the district because it was present during the period of significance, relates to the documented significance of the district, and possesses historic integrity. A contributing resource may also meet NRHP criteria independently.

Cultural Resources: Cultural resources include, but are not limited to, the following broad range of items and locations: (1) archeological materials (artifacts) and sites dating to the prehistoric, historic, and ethnohistoric periods that are currently located on the ground surface or are buried beneath it; (2) standing structures that are over 50 years of age or are important because they represent a major historical theme or era; (3) cultural and natural places, select natural resources, and sacred objects that have importance for Native Americans and ethnic groups; and (4) American folk-life traditions and arts.

Cultural resources include anything that is an "historic property" as defined in 36 C.F.R. § 800.16(l)(1); an "archeological resource" as defined in Archeological Resources Protection Act, Section 3(1) and the Act's Uniform Regulations, 43 C.F.R. Part 7, Protection of Archaeological Resources, Section 7.3(a); a Native American "cultural item" as defined in Native American Graves Protection and Repatriation Act, Section 2(3); or part of a "collection" as defined in 36 C.F.R. § 79.4(a).

Curation: "The practice of documenting, managing, preserving, and interpreting museum collections according to professional museum and archival practices." (62 Federal Register 33707, 6-20-97. Secretary of the Interior's Historic Preservation Professional Qualification Standards: Curation).

Effect: Alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register. [36 C.F.R. § 800.16(i)]

Effective Date of the Agreement: The date of the last Signatory to sign the Agreement.

Eligible for the National Register of Historic Places: Properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other properties that meet the National Register criteria. [36 C.F.R. § 800.16(l)(2)]

Federal Preservation Officer: A qualified official designated by the head of each Federal agency who shall be responsible for coordinating that Agency's activities under

the NHPA. [National Historic Preservation Act, Section 110(c)]

Historic District: A geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history. [36 C.F.R. § 60.3(d)] Historic resources that add to the district's overall sense of time and place are classified as contributing elements. Severely altered historic properties and resources of more recent construction are classified as noncontributing elements.

Historic Preservation Officer (HPO): Designated person at each NASA Center responsible for ensuring Center activities comply with CRM regulations. Consults with the SHPO and the ACHP on historic preservation issues related to the Center's cultural resources. Provides support to the FPO on Agency cultural resources management reporting and data calls.

Human Remains and Associated Funerary Objects: The physical remains of the body of a person of Native American ancestry. The term does not include remains or portions of remains that may reasonably be determined to have been freely given or naturally shed by the individual from whose body they were obtained, such as hair made into ropes or nets. For the purposes of determining cultural affiliation, human remains incorporated into a funerary object, sacred object, or object of cultural patrimony must be considered as part of that item. [43 C.F.R. § 10.2 (d)(1)]. Funerary objects are those objects that, as a part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later

Historic Property: any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria. [36 C.F.R. § 800.16(1)(1)]

Integrated Cultural Resources Management Plan (ICRMP): A document that defines the procedures and outlines plans for managing cultural resources on federal installations. An ICRMP is integrated with other land management and development plans, as possible. ARC will update their plan every 10 years.

Inventory: The process of locating cultural resources and gathering information about them through archeological and architectural surveys, ethnographic fieldwork, or archival searches.

Memorandum of Agreement: The document that records the terms and conditions agreed upon to resolve the adverse effects of an undertaking upon historic properties. [36 C.F.R. § 800.16(o)]

Mitigation: Measures carried out to avoid or reduce the effects of undertakings on cultural resources. These measures may include relocation or redesign or other modifications of the

undertaking itself, or recovery of materials and data from the historic property to be affected.

National Historic Landmark (NHL): A district, site, building, structure, or object, in public or private ownership, judged by the Secretary of the Interior to possess national significance in American history, archeology, architecture, engineering and culture, and so designated by him. [36 C.F.R. § 65.3(i)] NHLs are automatically listed in the National Register of Historic Places.

National Register of Historic Places (NRHP): A list “composed of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture.” Also referred to as “NRHP,” or “the National Register,” it is maintained by the NPS for the Secretary of the Interior [National Historic Preservation Act, Section 101(a)(1)(A)].

Native American: “Of, or relating to, a tribe, people, or culture that is indigenous to the United States.” [Native American Graves Protection and Repatriation Act, Section 2(9)]

No Adverse Effect: The situation in which an undertaking by virtue of its presence has an effect on a property listed or eligible for listing in the NRHP, but whose effects will not “alter, directly or indirectly, any of the characteristics of the historic property that qualify the property for inclusion in the National Register.” [36 C.F.R. § 800.5(a)(1)]

Noncontributing: A building, site, structure, or object within a historic district which does not add to the values or qualities of the district because it was not present during the period of significance, does not contribute to the documented significance of the district, or it no longer possesses historic integrity due to alterations, or it does not independently meet NRHP criteria.

Object: A material thing of functional, aesthetic, cultural, historical or scientific value that may be, by nature or design, movable yet related to a specific setting or environment [36 C.F.R. § 60.3(j)]

Outreach: Activities designed to inform and educate the public about cultural resources and cultural resource management. These activities may be conducted at a NASA facility or at locations in the community.

Programmatic Agreement (Agreement): The document that records the terms and conditions agreed upon to resolve the potential adverse effects of a Federal agency program, complex undertaking or other situations in accordance with 36 C.F.R. § 800.14(b). [36 C.F.R. § 800.5(t)]

Repository: A facility such as a museum, archeological center, laboratory or storage facility managed by a university, college, museum, other educational or scientific institution, a Federal, State or local Government agency or Indian tribe that can provide professional, systematic and accountable curatorial services on a long term basis. [36 C.F.R. § 79.4(j)]

Section 106 Consultation or Section 106 Review: See “Consultation,” above.

Signatories: For the purposes of this Agreement, Signatories mean NASA, the ACHP, and the SHPO.

Site: The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archaeological value regardless of the value of any existing structure. [36 C.F.R. § 60.3 (l)]

State Historic Preservation Officer (SHPO): The official who advises and assists Federal agencies in carrying out their section 106 responsibilities and cooperates with such agencies, local governments and organizations and individuals to ensure that historic properties are taken into consideration at all levels of planning and development. [36 C.F.R. § 800.2(c)(1)]

Structure: A work made up of interdependent and interrelated parts in a definite pattern of organization. Constructed by man, it is often an engineering project large in scale. [36 C.F.R. § 60.3(p)]

Tribal Historic Preservation Officer (THPO): The tribal official appointed by the tribe's chief governing authority or designated by a tribal ordinance or preservation program who has assumed the responsibilities of the SHPO for purposes of Section 106 compliance on tribal lands in accordance with Section 101(d)(2) of the NHPA. [36 C.F.R. § 800.16(w)]

Undertaking: A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency." Undertakings include "those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval. [36 C.F.R. § 800.16(y)]

APPENDIX F: ARCHAEOLOGY SENSITIVITY MODEL – CONFIDENTIAL

This appendix is withheld pursuant to 43 C.F.R. § 7.18 (Confidentiality of archaeological resource information).

