

52 **WHEREAS**, the Navy has determined that Undertakings may adversely affect historic properties, which
53 are listed in and eligible for listing in the National Register of Historic Places, and has consulted with the
54 National Conference of State Historic Preservation Officers (NCSHPO) and the Advisory Council on
55 Historic Preservation (ACHP) pursuant to 36 CFR § 800.14(b)(2), of the regulations implementing
56 Section 106 of the NHPA (54 USC § 306108) in order to develop a Nationwide Programmatic Agreement
57 (NPA) for Undertakings at public shipyards and support facilities, and to direct the development of local
58 management procedures (LMP) through which it will identify, evaluate, assess, and resolve the effects of
59 Undertakings; and
60

61 **WHEREAS**, the Navy has consulted with the State Historic Preservation Officers (SHPO) from Hawaii,
62 Maine, Washington, and Virginia, and they have participated in the development of this NPA; and
63

64 **WHEREAS**, the Navy has [will have] contacted all SHPOs and afforded opportunities to participate in
65 the development of this NPA; and
66

67 **WHEREAS**, the Navy has contacted the Aroostook Band of Micmacs, Catawba Indian Tribe,
68 Chickahominy Indian Tribe, Chickahominy Indian Tribe Eastern Division, Houlton Band of Maliseet
69 Indians of Maine, Monacan Nation, Nansmond Indian Nation, Pamunkey Indian Tribe, Passamaquoddy
70 Tribe of Maine, Penobscot Nation, Rappahannock Tribe, Suquamish Tribe, Tuscarora Nation, and Upper
71 Mattaponi Tribe, and has invited the Tribes to participate in the development of this NPA; and
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73 **WHEREAS**, the Navy has contacted the Ali'i Pauahi Hawaiian Civic Club, O'ahu Council of Hawaiian
74 Civic Clubs, Office of Hawaiian Affairs, and Pearl Harbor Hawaiian Civic Club, and has invited the
75 Native Hawaiian Organizations (NHOs) to participate in the development of this NPA; and
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77 **WHEREAS**, the Navy has consulted with the Interior Region 1 and Interior Regions 8, 9, 10, & 12 of the
78 National Park Service (NPS), in accordance with 36 CFR § 800.10(b), regarding potential effects of
79 Undertakings on National Historic Landmarks (NHL), and has invited the NPS to participate in the
80 development of this NPA; and
81

82 **WHEREAS**, the Navy has invited 'Aiea Community Association, American Society of Mechanical
83 Engineers, Archaeological Institute of America, Association for Washington Archaeology, Burke
84 Museum, City of Bremerton WA, City of Norfolk VA, City of Portsmouth NH, City of Portsmouth VA,
85 Coast Defense Study Group, Friends of the Norfolk Naval Shipyard Museum, Friends of the Portsmouth
86 Naval Shipyard Museum Inc., Hampton Roads Naval Historical Foundation, Hampton Roads Naval
87 Museum, Historic Hawaii Foundation, Historic New England, Kitsap County Planning Department,
88 Kitsap County Historical Society, Kittery Historical and Naval Society, Maine Preservation, National
89 Trust for Historic Preservation, Nauticus, New Castle Historical Society, New Hampshire Preservation
90 Alliance, Oahu Veterans Council, Olde Towne Foundation, Pearl Harbor Aviation Museum, Portsmouth
91 Historic Sites Associates, Portsmouth Historical Association and Hill House Museum, Portsmouth
92 Historical Society, Portsmouth Naval Shipyard Museum, Portsmouth Submarine Memorial Association,
93 Preservation Virginia, Society for American Archaeology, Society for Industrial Archaeology, Society of
94 American Military Engineers, Society of Architectural Historians, Strawberry Banke Museum, The
95 Archaeological Society of Virginia, The Maine Archaeological Society, The Mariners' Museum, The New
96 Hampshire Archaeological Society, The Portsmouth Naval Shipyard Historical Foundation, Town of
97 Kittery ME, USS Bowfin Submarine Museum and Park, USS Missouri Memorial Association,
98 Washington State Historical Society, and Washington Trust for Historic Preservation to consult on the
99 development of this NPA; and
100

101 **WHEREAS**, the Navy has conducted [shall conduct] public outreach through Federal Register
102 notification and the Navy's information website, regarding the development of this NPA; and

103
104 **WHEREAS**, the Navy is aware of existing Section 106 agreements regarding public shipyards and
105 support facilities, and those agreements will be taken into account in the development of each LMP; and
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107 **WHEREAS**, due to the nature of the SIOP mission requirements, the Navy has informed consulting
108 parties that avoidance and minimization of adverse effects from SIOP Undertakings may not be feasible
109 in all situations; and
110

111 **WHEREAS**, the procedures in this NPA include measures to minimize harm to any NHL that may be
112 directly and adversely affected by an Undertaking to the maximum extent possible; and
113

114 **WHEREAS**, the Navy’s national context and thematic study documenting the history of shipbuilding and
115 ship maintenance in the United States are adequate mitigation of visual effects to historic properties of
116 Undertakings at public shipyards and support facilities identified and consulted on, consistent with this
117 NPA; and
118

119 **NOW, THEREFORE**, the Navy, the NCSHPO, and the ACHP agree that Undertakings shall be
120 implemented in accordance with the following stipulations in order to take into account the effect of
121 Undertakings on historic properties.
122

123 **STIPULATIONS**

124 The Navy shall ensure that the following measures are carried out:
125

126 **I. ROLES AND RESPONSIBILITIES**

127 **A.** The Commander Navy Installations Command (CNIC) through its Regional and
128 Installation chain of command shall ensure that the terms of this NPA are carried out.
129

130 1. The Navy shall identify in writing the applicable CNIC Commanding Officer
131 (CO) for locations where this NPA is to be implemented.
132

133 2. The Navy shall notify the parties to this NPA and LMP, as applicable, within
134 seven days of changes in command.
135

136 **B.** The ACHP shall ...
137

138 **C.** The NCSHPO shall ...
139

140 **II. APPLICABILITY**

141 **A.** The NPA applies to all Navy Undertakings at Navy public shipyards in Hawai’i, Maine,
142 Washington, and Virginia, and those Undertakings located outside the boundaries of a public
143 shipyard that directly support shipyard operations.
144

145 1. Maps depicting the current geographic boundaries of each public are included in
146 Appendix XX. If Navy requires modifications to public shipyard boundaries, the
147 Navy shall distribute an updated map to the Signatories and appropriate SHPO
148 within seven days; no formal amendment of this agreement will be required.
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- 153 2. For the purposes of this NPA, Undertakings outside the shipyard are defined as
154 those actions with the primary purpose of providing essential support to
155 operations at a public shipyard and that would not be executed if not for Fleet
156 maintenance requirements at that shipyard.
157

158 B. This NPA applies to Navy Undertakings at additional support facilities, subject to the
159 requirements of Stipulation III.B.
160

161 **III. DEVELOPMENT OF LOCAL MANAGEMENT PROCEDURES** 162

163 A. After execution of this NPA, the appropriate Navy installation with management
164 responsibilities for each public shipyard shall initiate consultation with the associated SHPO
165 (Hawai'i, Maine, Washington, and Virginia), NPS (when NHLs are located within the APE), and
166 other consulting parties regarding the development of an LMP to define the process through
167 which it will identify, evaluate, assess, and resolve effects of proposed Undertakings on historic
168 properties for the applicable shipyard.
169

- 170 1. The subject Navy installation shall use the LMP template as outlined in
171 Appendix XX as the basis of the consultation to develop an LMP to provide a
172 streamlined review process for Undertakings supporting shipyard operations and
173 facility actions.
174
- 175 a) The Navy consideration of adverse effects, other than visual, shall be
176 resolved through the LMP and the completion of a Mitigation Document
177 to finalize the resolution and formalize the Navy's requirements for
178 mitigation.
179
- 180 b) The Navy nationwide mitigation (see Stipulation IV) adequately resolves
181 visual adverse effects to historic properties at Navy shipyards and
182 support facilities, and these effects shall not be part of the LMPs
183 streamlined review process and/or Mitigation Documents.
184
- 185 2. The LMP for the four Navy public shipyards in Hawai'i, Maine, Washington,
186 and Virginia shall be executed within 180 calendar days of initiation of
187 consultation by the appropriate Navy installation.
188
- 189 3. The Navy installation shall provide written notification to the appropriate SHPO,
190 and other identified consulting parties of the development of the LMP using the
191 template found in Appendix XX and provide a schedule of the consultation
192 milestones to meet the LMP development schedule. The date of the written
193 notification will be considered the initiation of the consultation. ACHP and
194 NCSHPO shall be provided a copy of the written notification for their files.
195
- 196 4. The Navy installation shall provide a draft of the LMP to the appropriate SHPO
197 and other consulting parties for their review and comment. SHPO and consulting
198 parties shall have 30 calendar days from receipt of the draft LMP to provide
199 comments. If no response is received at the end of the 30 calendar days following
200 confirmed receipt, the Navy shall assume there are no comments and proceed to
201 the next step of the LMP schedule. If comments are received, the Navy will
202 address any comments to the maximum extent feasible in the final LMP. If the

203 Navy is unable to address a comment(s), the Navy will provide a memorandum
204 for the record that responds to the comments and justification for why they were
205 or were not taken into account.

- 206
- 207 5. The Navy installation shall solicit comments from the public on the draft LMP
208 for a review period of 30 calendar days and shall incorporate comments to the
209 maximum extent feasible.
- 210
- 211 6. The Navy installation shall provide the final LMP to the SHPO for signature, and
212 if applicable NPS, and other consulting parties for comments. The LMP shall be
213 considered executed when the signatures of the Navy, SHPO and as appropriate,
214 NPS, are received. The fully executed LMP shall be provided to ACHP and
215 NCSHPO within 10 calendar days of execution.
- 216
- 217 7. If the Navy installation, and appropriate SHPO, and NPS where applicable, are
218 unable to come to agreement and execute the LMP within the 180-day period, the
219 Navy shall follow the dispute resolution process in accordance with Stipulation
220 VII.A.
- 221
- 222 8. If additional time is necessary to support finalization of the LMP and obtaining
223 signatures for execution, the Navy may provide written notification to the parties
224 with a proposal to extend the period and provide a revised schedule. The period
225 should not extend more than 90 calendar days. ACHP and NCSHPO will be
226 copied on the notification.

227

228 B. When the Navy identifies the need to develop an LMP for a support facility at an
229 additional location, the Navy shall notify the ACHP and the NCSHPO in writing of its intention
230 to initiate consultation with the appropriate SHPO to develop an LMP for the subject support
231 facility.

- 232
- 233 1. At least 60 days in advance of initiating consultation on an LMP for the support
234 facility, the Navy shall notify the appropriate SHPO, and [if an NHL is within the
235 APE, NPS], of its intention to fulfill its Section 106 responsibilities for actions to
236 improve, operate, and maintain the support facility by complying with terms of
237 this agreement and developing an LMP.
- 238
- 239 2. The Navy shall consult with SHPO, and [NPS, as applicable] on the applicability
240 of the NPA and its proposed implementation.
- 241
- 242 3. At the conclusion of the 60-day consultation period, or upon concurrence by
243 SHPO, the Navy shall initiate consultation consistent with Stipulation III.A to
244 develop and consult on an LMP for the additional location.

245

246 C. Each LMP shall be a binding local commitment subject to the terms of this NPA and
247 separate from LMPs at other locations.

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249 **IV. NATIONWIDE MITIGATION OF ADVERSE VISUAL EFFECTS**

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251 A. In recognition that alterations to the shipyards and support facilities may adversely affect
252 the setting of historic properties at Navy installations, the Navy will address visual effects to
253 setting through a program of research, documentation, and public interpretation on the history of
254 shipyards, ship building, and ship maintenance in the US. The documentation program developed
255 in consultation with NPA stakeholders will be organized to meet scholarly research and public
256 communication goals.

257
258 B. Applicability

- 259
- 260 1. Nationwide mitigation as outlined in Stipulation IV. C. shall mitigate adverse
261 visual effects to historic properties at Navy installations caused by Undertakings
262 at public shipyards and support facilities and additional mitigation is not required
263 to mitigate adverse visual effects for those identified Undertakings.
264
 - 265 2. Undertakings that will likely cause adverse visual effects, and will utilize the
266 nationwide mitigation, shall be identified in the LMP if known at time of LMP
267 development and/or provided as part of the annual reporting associated with the
268 LMPs.
269

270 C. Development of National Context and Thematic Study

- 271
- 272 1. Within 60 calendar days of executing this NPA, the Navy shall initiate the
273 process to develop a national context and thematic study documenting the history
274 and shipbuilding and ship maintenance in the US.
275
 - 276 2. The Navy shall develop a project plan for nationwide shipyard mitigation that
277 identifies key goals, participants, review processes, timelines, and measures for
278 public distribution of project deliverables.
279
 - 280 3. The Navy shall solicit and consider comments from all NPA stakeholders prior to
281 finalizing the project plan.
282

283 D. Development of an Interpretive Exhibition on Shipyard History

- 284
- 285 1. Within one year of executing this NPA, the Navy shall initiate the process for
286 developing an interpretive exhibition of shipyard history to be installed at the
287 National Museum of the United States Navy or other appropriate institution.
288
 - 289 2. The Navy shall develop a project plan for development of the exhibition that
290 identifies key goals, participants, review processes, timelines, and measures for
291 public exhibition of project deliverables.
292
 - 293 3. The Navy shall solicit and consider comments from all NPA stakeholders prior to
294 finalizing the project plan.
295

296 **V. TRAINING IN ADMINISTRATION OF THIS NPA**

298 A. Qualified Navy subject matter experts (SME) shall conduct training in the administration
299 of this NPA, to include orientation for new employees and annual refresher training for Navy
300 personnel with responsibilities related to Undertakings at the public shipyard and support
301 facilities, or any installations added to this agreement.

302
303 B. Qualified Navy SME may request the appropriate SHPO to attend and assist in the annual
304 training.

305
306 C. The Navy will document the completion of the training, consistent with Stipulation VI.
307

308 **VI. REPORTING**

309
310 For each fiscal year following execution of this NPA, the Navy shall prepare an annual report
311 summarizing its implementation, to include the status of nationwide mitigation measures and the
312 status of any LMPs developed.
313

314 **VII. DISPUTE RESOLUTION**

315
316 A. Should a signatory object at any time to any actions proposed or the manner in which the
317 terms of the NPA are implemented, the Navy shall consult with such party to resolve the dispute
318 within 10 calendar days of receiving the objection. If the Navy determines that such dispute
319 cannot be resolved within 30 calendar days of receiving the objection, the Navy shall:

320
321 1. Forward all documentation relevant to the dispute, including the Navy's
322 proposed resolution to the ACHP. The ACHP shall provide Navy with its advice
323 on resolution of the dispute within 30 calendar days of receiving adequate
324 documentation. Prior to reaching a final decision on the dispute, Navy shall
325 prepare a written response that takes into account any timely advice or comments
326 regarding the dispute, and provide the Signatories with a copy of this written
327 response. Navy shall then proceed according to its final decision.
328

329 2. If the ACHP does not provide its advice regarding the dispute within the 30
330 calendar day period, Navy may make a final decision on the dispute and proceed
331 accordingly. Prior to reaching such a final decision, the Navy shall prepare a
332 written response that takes into account any timely comments regarding the
333 dispute, and provide the Signatories with a copy of such written response.
334

335 B. The Navy's responsibility to carry out all other actions subject to the terms of this NPA
336 that are not subject of the dispute remain unchanged.
337

338 C. Should any member of the public raise a timely and substantive objection pertaining to
339 the manner in which the terms of this NPA are carried out, at any time during its implementation,
340 the Navy shall take the objection into account by consulting with the objector to resolve the
341 objection. When the Navy responds to an objection, it shall notify the parties to the NPA of the
342 objection and the manner in which it was resolved. The Navy may request the assistance of a
343 party to the NPA to resolve such an objection.
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345 **VIII. AMENDMENT**

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

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IX. TERMINATION

A. If any signatory to this NPA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment. If within 30 calendar days (or another time agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the NPA upon written notification to the other signatory.

B. Once the NPA is terminated, and prior to work continuing on an Undertaking, the Navy shall ensure that Undertakings are reviewed in accordance with 36 CFR §§ 800.3 through 800.7 by the appropriate region and not in accordance with an executed LMP.

X. ANTI-DEFICIENCY ACT

The Navy’s obligations under this NPA are subject to the availability of appropriated funds, and the stipulations of this NPA are subject to the provisions of the Anti-Deficiency Act. The Navy shall make reasonable and good faith efforts to secure the necessary funds to implement this NPA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the Navy ability to implement the stipulations of this NPA, the Navy shall consult in accordance with the amendment and terminations procedures of this NPA.

XI. DURATION

This PA shall become effective upon execution by all Signatories and shall remain in effect for 20 years from the date of execution, unless the NPA is terminated prior to that in accordance with Stipulation IX.

Execution of this NPA by the Navy, the NCSHPO, and the ACHP and implementation of its terms evidence that the Navy has taken into account the effects of these Undertakings on historic properties and afforded the ACHP an opportunity to comment.

This NPA may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

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**NATIONWIDE PROGRAMMATIC AGREEMENT
AMONG
THE COMMANDER NAVY INSTALLATIONS COMMAND,
THE NATIONAL CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE IMPROVEMENT, OPERATION, AND MAINTENANCE OF
PUBLIC SHIPYARDS AND SUPPORT FACILITIES**

SIGNATORY:

COMMANDER NAVY INSTALLATIONS COMMAND

By: _____
[NAME]
[TITLE]

Date: _____

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SIGNATORY:

NATIONAL CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS

By: _____
[NAME]
[TITLE]

Date: _____

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PUBLIC SHIPYARDS AND SUPPORT FACILITIES**

SIGNATORY:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____
Chairman

Date: _____

438 APPENDIX A: LOCAL MANAGEMENT PROCEDURES TEMPLATE
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