

**PROTOTYPE
PROGRAMMATIC AGREEMENT
BETWEEN
THE UNITED STATES ARMY [INSERT INSTALLATION NAME] AND
THE [INSERT STATE NAME] [INSERT NAME OF STATE HISTORIC PRESERVATION OFFICE]
REGARDING BUILDING INTERIORS**

WHEREAS, the U.S. Army (Army), manages multiple buildings and structures that are listed on, or eligible for inclusion in, the National Register of Historic Places (National Register);

WHEREAS, [insert installation name] has determined that its management activities that are undertakings subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 USC § 470f, and its implementing regulations at 36 CFR part 800 (Section 106), may result in adverse effects to the interiors of historic properties;

WHEREAS, the Army has developed cultural resource management regulations and guidance under Army Regulation (AR) 200-1 that provide a framework for the Army to make informed decisions regarding the cultural resources under its control and jurisdiction in compliance with public laws, in support of the military mission, and consistent with sound principles of cultural resource management;

WHEREAS, survey information for historic property interiors is not generally available in order to evaluate the significance of the interior features and whether they contribute to the significance of the building as a whole;

WHEREAS, the time consuming and repetitive nature of reviewing and evaluating individual interior spaces within the Army's historic inventory that have been altered or have endured many changes over time due to a succession of multiple functions imposed on these resources, makes compliance with the regular Section 106 process for effects to these interiors inefficient;

WHEREAS, the Army therefore sought an alternative way to comply with its responsibilities under Section 106 with regard to non-significant interiors of historic properties within its historic property inventory

WHEREAS, that effort to seek an alternative resulted in the Advisory Council on Historic Preservation (ACHP) designating this Agreement as a Prototype Programmatic Agreement (PA), under 36 CFR § 800.14(b)(4), after consultation with the Army, the National Conference of State Historic Preservation Officers, the National Park Service and those organizations listed in Appendix B of this PA;

WHEREAS, once so designated by the ACHP, individual Programmatic Agreements using the Prototype as a template or model do not require the participation or signature of the ACHP;

WHEREAS, prior to execution of this particular PA, [insert name of installation] consulted with the [insert name of state] SHPO to discuss any concerns the SHPO may have regarding the interiors of particular historic properties within the installation;

NOW, THEREFORE, [insert name of installation] and the SHPO agree that its undertakings shall be administered in accordance with the following stipulations to satisfy [insert name of installation]'s

Section 106 responsibilities for the effects of its undertakings on the interiors of the historic properties in the [insert name of installation] inventory.

STIPULATIONS

[insert name of installation] shall ensure that the following Stipulations are carried out:

I. Compliance for Interiors of Historic Properties that are individually eligible for or listed on the National Register.

For historic properties that are individually listed on or eligible for the National Register, within [insert name of installation] no further review will be necessary for alterations to the interiors of those historic properties, if all of the following conditions are satisfied:

(a) [insert name of installation] has completed an interior survey, meeting the specifications in Appendix A of this PA, on an individually eligible historic property and, based on that survey, determines that its interior does not contribute to the significance of the property or the historic district where it is located;

(b) The survey and the determination is conducted by a qualified professional that meets the relevant standards outlined in the Secretary of the Interior's Historic Preservation Professional Qualification Standards, pursuant to 36 CFR part 61; and

(c) The SHPO concurs in the determination that the interior does not contribute to the significance of the property or the historic district: and

(d) The survey and determination documentation is retained by [insert name of installation] within its cultural resource management office in a permanent database. . [insert name of installation] will provide the SHPO with electronic or paper copies of these documents

(e) This provision is limited to those historic properties that are individually significant at a state or local level of significance. Any individual property that has national significance will be treated as an NHL and will not be subject to this PA, as provided in Stipulation III.

II. Compliance for Interiors of Buildings Not Individually Eligible

For properties that are contributing elements within a National Register listed or eligible historic district, no further review will be necessary for alterations to those interiors within [insert name of installation] if all the following conditions are satisfied:

(a) [insert name of installation] has determined that the historic properties in question are not individually eligible for the National Register;

(b) The SHPO concurs in the determination; and

(c) Such determinations must be conducted by a qualified professional that meets the relevant standards outlined in the Secretary of the Interior's Historic Preservation Professional Qualification Standards, pursuant to 36 CFR part 61.

(d) Provided however, that the SHPO may determine that certain interior spaces or interior features within the historic district are significant. Once the SHPO notifies [insert name of installation] in writing about such a determination, a description identifying the relevant interior will be included in Appendix C of this Agreement and the relevant interior will not be subject to this PA, but instead, will be subject to future Section 106 review pursuant to 36 CFR §§ 800.3 through 800.7 or a duly adopted Program Alternative pursuant to 36 CFR § 800.14. These determinations will not restrict the ability of the SHPO and the [insert name of installation] to apply this PA to the other interior spaces and features within the historic district that have not been determined to be significant.

III. Compliance for Interiors of Buildings within National Historic Landmark Districts

[insert name of installation], in consultation with SHPO and NPS will determine which interiors within NHL Districts require survey to assess the presence of features that contribute to the significance of the NHL district. The survey instrument, provided as an attachment to this PA, will include provisions that address NHL Districts. No individually listed NHL historic properties will be subject to this PA.

a. In the event that interior features that contribute to the significance of the NHL district are identified by the SHPO or the installation through a qualified professional that meets the relevant standards outlined in the Secretary of the Interior's Historic Preservation Professional Qualification Standards, pursuant to 36 CFR part 61, those interiors would not be subject to this PA and will therefore be subject to future Section 106 review pursuant to 36 CFR §§ 800.3 through 800.7 or a duly adopted Program Alternative pursuant to 36 CFR § 800.14.

b. For interiors that are determined by the survey to be non-contributing to the significance of the NHL district, no further review of alterations to those interiors will be necessary, if all of the following conditions are satisfied:

(1) The determination is conducted by a qualified professional that meets the relevant standards outlined in the Secretary of the Interior's Historic Preservation Professional Qualification Standards, pursuant to 36 CFR Part 61;

(2) The SHPO concurs in the determination; and

(3) The structure is not individually eligible for the National Register at a national level of significance.

IV. Inapplicability of this PA

- A. This PA shall not apply to the addition of an element of an interior placed immediately adjacent to a window and visible from the exterior of any historic property, such as a stairway or inserted floor that may be seen through the window.
- B. If the proposed interior alterations are part of a larger project (undertaking), this PA shall not apply to any other components of the project (undertaking) but only to the elements of the project that relate exclusively to the alteration of interiors.
- C. This PA does not apply in connection with effects to historic properties that are located on tribal lands and/or that are of religious and cultural significance to Indian tribes or Native Hawaiian organizations.

V. Meetings and Reports

[insert name of installation] and the SHPO shall meet on [insert date] and every three years thereafter, to discuss the implementation and effectiveness of this PA. Such meetings shall include identification of other interior surveys that may need to be conducted and efficiencies in the management of the interiors at the installation that will further streamline time and cost savings measures for the Army and the SHPO.

VI. Dispute Resolution

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

(a) Forward all documentation relevant to the dispute, including [insert name of installation]'s proposed resolution, to the ACHP. The ACHP shall provide [insert name of installation] with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, [insert name of installation] shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. [Insert name of installation] will then proceed according to its final decision.

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

(c) [insert name of installation]'s responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

VII. Amendment

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

VIII. Termination

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

Once the PA is terminated, [insert name of installation] will continue to comply with Section 106 for the effects of its undertakings on the interiors of its historic properties through the process at 36 CFR §§ 800.3 – 800.7, or through an existing and applicable program alternative under 36 CFR § 800.14.

IX. ANTI-DEFICIENCY ACT

The stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. [insert name of installation] will make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. No obligation undertaken by [insert name of installation] under the terms of this PA shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose. If compliance with the Anti-Deficiency Act alters or impairs [name of installation]'s ability to implement the stipulations of this PA, [name of installation] will consult pursuant to Stipulations VII and VIII.

X. Sunset Clause

This PA will terminate on its own accord 10 years after its issuance, unless it is amended before that date to extend that period.

Execution of this PA by [insert name of installation] and SHPO, the filing of this PA with the ACHP, and implementation of its terms evidence that [insert name of installation] has taken into account the effects of its undertakings on the interiors of the historic properties in its inventory and afforded the ACHP an opportunity to comment.

SIGNATORIES:

[insert name of installation]

_____ Date _____

[insert agency official name and title]

[insert name of State] State Historic Preservation Officer

_____ Date _____

[insert SHPO name and title]

INVITED SIGNATORIES:

_____ Date _____

[insert name and title]

CONCURRING PARTIES:

_____ Date _____

[insert name and title]

Appendix A
Army Program Comment Survey Form Template

Appendix B

Public Involvement – List of Stakeholders:

Appendix C

Interior spaces or interior features within a historic district determined by SHPO to be significant and not subject to this Agreement: