

**PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
MANAGEMENT OF FACILITIES, INFRASTRUCTURE, AND SITES AT THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION'S
WALLOPS FLIGHT FACILITY, WALLOPS ISLAND,
ACCOMACK COUNTY, VIRGINIA**

This Programmatic Agreement (Agreement) is made as of the 17th day of December 2014, by and among the National Aeronautics and Space Administration (“NASA”), the Virginia State Historic Preservation Officer (“SHPO”), and the Advisory Council on Historic Preservation (“Council”) (referred collectively herein as the “Signatories” or individually as a “Signatory”), pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (“NHPA”), 16 U.S.C. § 470f and its implementing regulations, 36 CFR Part 800.

WHEREAS, The National Aeronautics and Space Administration (NASA) manages and operates the Wallops Flight Facility (NASA WFF), located on Wallops Island, Virginia; and

WHEREAS, NASA has determined that the operation, management, and administration of NASA WFF entails undertakings that may affect properties included in or eligible for inclusion in the National Register of Historic Places (NRHP), including the Wallops Beach Lifesaving Station (DHR ID# 001-0027-0100; DHR ID# 001-0027-0101; WFF # V-065) and a Revolutionary War Military Earthworks (DHR ID# 44AC0089) and has consulted with the Advisory Council on Historic Preservation (ACHP) and the Virginia Department of Historic Resources (DHR), which is the State Historic Preservation Office (SHPO) in Virginia, to develop this Programmatic Agreement (Agreement) pursuant to Section 800.14(b)(1)(iv) of the regulations (36 CFR Part 800) implementing Section 106 of the NHPA and Section 110(f) of the same Act (16 U.S.C. 470h-2(f)); and

WHEREAS, NASA WFF in consultation with the SHPO has conducted a Phase I reconnaissance survey of archaeological sites entitled “Cultural Resources Assessment of NASA Wallops Flight Facility, Accomack County, Virginia” (URS/EG&G, 2003); and a Phase I reconnaissance survey of all buildings, structures, and districts entitled “Historic Resources and Eligibility Report for Wallops Flight Facility, Accomack County, Virginia” (URS/EG&G, 2004); and “Historic Resources and Eligibility Survey for Wallops Flight Facility” (Cold War era resources) (TEC, Inc. 2011); and

WHEREAS, the URS/EG&G, 2003 study produced a predictive model for high, moderate and low zones of archeological sensitivity at NASA WFF and NASA WFF has created GIS data layers for these zones. Appendix A to this Agreement includes location and boundary maps of

NASA WFF marked with the locations of known archaeological sites and the NRHP-eligible Wallops Beach Lifesaving Station and Coast Guard Observation Tower (DHR ID# 001-0027-0100; DHR ID# 001-0027-0101), which were determined eligible in 2005; and

WHEREAS, on February 9, 2004, SHPO issued a letter concurring with the predictive model in the “Cultural Resources Assessment of NASA Wallops Flight Facility, Accomack County, Virginia” (Appendix B); and

WHEREAS, Appendix C includes a table of all buildings, structures and archaeological sites surveyed at NASA WFF listed by their eligibility determination for the NRHP; and

WHEREAS, in 2005 the SHPO concurred with the findings that individual resources and the potential Wallops Flight Facility historic district (DHR ID #001-0027) surveyed in the URS/EG&G, 2004 report are not eligible for listing in the NRHP (Appendix B); and

WHEREAS, in August 2011, SHPO concurred with the findings that the 76 Cold War-era resources built between 1956 and 1965 surveyed in the TEC, Inc. 2011 report are not eligible for listing in the NRHP (Appendix B); and

WHEREAS, NASA elected to fulfill its obligations under Section 106 of the NHPA through execution and implementation of this Agreement, as provided for in 36 CFR 800.14(b)(1)(iv), and through development and implementation of a revised Integrated Cultural Resource Management Plan (ICRMP) under the terms of this Agreement; and

WHEREAS, the purpose of this Agreement is to ensure that the significance of the historic and prehistoric resources at NASA WFF are recognized and considered in the course of ongoing NASA WFF programs and to provide a protocol for the reuse, modification, replacement or removal of historic facilities associated with current and future programs; and

WHEREAS, this Agreement details the consultative processes NASA WFF shall undertake to comply with Section 106; and

WHEREAS, when a new facility, structure, building, district or archaeological site is listed or determined eligible for listing in the NRHP this Agreement will be applicable and the review process established herein will be implemented; and

WHEREAS, the purpose of this Agreement is to set forth a streamlined process for compliance with Section 106 of the NHPA, for NASA WFF when agreed upon criteria are met and procedures contained in this Agreement are followed; and

WHEREAS, NASA WFF consulted with Native American tribes who have a potential interest in cultural resources at NASA WFF, based on their previous interest in Federal undertakings on the Eastern Shore of Virginia, to determine if they might attach religious and cultural significance to historic properties subject to this Agreement. The Catawba Indian Nation and the

Pocomoke Indian Nation responded that they do wish to participate in the development of this Agreement and sign the Agreement as a concurring party pursuant to 36 CFR 800.6(c)(3) and 800.2; and

WHEREAS, NASA WFF has consulted on a government-to-government basis with the Catawba Indian Nation and the Pocomoke Indian Nation and has coordinated consultation on this Agreement with other provisions of the NHPA; the Native American Graves Protection and Repatriation Act (NAGPRA), 25 U.S.C. Part 3001 et seq.; the American Indian Religious Freedom Act (AIRFA) as amended, 42 U.S.C. Part 1996 and 1996a; Executive Order 13007, Indian Sacred Sites (Federal Register No. 61, No. I04/Wednesday, May 29, 1996); and 36 CFR Part 79, Curation of Federally-Owned and Administered Archeological Collections; and

WHEREAS, NASA WFF identified potential consulting parties to participate in the development of this Agreement pursuant to 36 CFR 800.2(c)(3) and 36 CFR 800.2(c)(5). A list of contacted parties is included here as Appendix D. With the exception of above, these parties have declined to participate; and

WHEREAS, NASA has provided the public an opportunity to express their views on this Agreement by means of notices appearing in the Eastern Shore News and in the Chincoteague Beacon and postings at local libraries (Chincoteague Island Library, Chincoteague, VA; Eastern Shore Public Library, Accomac, VA; Northampton Free Library, Nassawadox, VA), the NASA WFF Visitor's Center, and on the NASA WFF website at http://sites.wff.nasa.gov/code250/cultural_historic.html; and

WHEREAS, NASA, the ACHP, SHPO and other consulting parties agree to consider options for alternate mitigation approaches to achieve a better preservation outcome than documentation alone when historic properties are affected; and

WHEREAS, in addition to NASA Procedural Requirements (NPR) 4310.1 for Artifact Identification and Disposition, NASA has an existing Agreement with the Smithsonian Institution (Smithsonian) regarding the transfer and management of artifacts having such historical and educational or other value that have emerged and will emerge from the aeronautical and space programs administered by NASA (Appendix E); and

WHEREAS, the terms defined in Appendix F are applicable throughout this Agreement.

NOW THEREFORE, the Signatories to this Agreement agree that NASA can proceed with undertakings at NASA WFF in accordance with the following stipulations in order to take into account the effects of its undertakings on historic properties, including historic buildings, structures, facilities, and archaeological sites, and that these stipulations shall satisfy NASA Section 106 responsibilities for all individual undertakings, until this Agreement expires or is terminated.

STIPULATIONS

NASA shall ensure that the following stipulations are implemented at NASA WFF:

I. ROLES AND RESPONSIBILITIES

A. For the purposes of this Agreement, the NASA WFF's Historic Preservation Officer's (HPO) responsibilities include, but are not limited to:

1. Serving as the point of contact with the ACHP and SHPO; and
2. Coordinating the internal review of projects and activities that may affect historic properties and consulting with external agencies regarding the identification, evaluation and treatment of NASA WFF's historic properties; and
3. Performing reviews, making determinations, and issuing approvals per the terms of this Agreement; and
4. Reviewing the Area of Potential Effect (APE) to ensure that all types of historic properties are identified for each proposed undertaking.

B. The NASA WFF HPO shall ensure that all identification and evaluation survey documentation and all resource treatment documentation carried out pursuant to the terms of this Agreement will be completed by or under the direct supervision of an individual or individuals who meet the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR Part 61).

II. INTEGRATED CULTURAL RESOURCE MANAGEMENT PLAN (ICRMP)

A. In accordance with NASA's Procedural Requirement for Cultural Resources, NPR 8510.1, NASA WFF HPO shall revise and update the NASA WFF ICRMP.

B. As part of the updated ICRMP, NASA WFF shall:

1. Reexamine the archeological predictive model developed as part of WFF's Cultural Resources Assessment (2003); and
2. Develop a plan for the management of the Revolutionary War Military Earthworks (DHR ID# 44AC0089).

C. The terms, provisions, processes, and timetables contained in the ICRMP shall be consistent with the terms and provisions contained in this Agreement as well as the guidelines prescribed by NASA FPO for development of ICRMPs.

D. The draft ICRMP shall be submitted to the SHPO, the ACHP, the Catawba Indian Nation, and the Pocomoke Indian Nation for review and comment. The NASA WFF HPO shall take

into account any comments received within thirty (30) days of confirmed receipt in its final revision of the ICRMP. Copies of the final ICRMP shall be provided to the ACHP, SHPO, the Catawba Indian Nation, the Pocomoke Indian Nation and other consulting parties as appropriate.

III. ACTIVITIES NOT REQUIRING REVIEW UNDER THIS AGREEMENT

A. The activities identified in Appendix G have limited potential to affect historic properties and do not require SHPO review under this Agreement. The NASA WFF HPO shall determine whether the proposed undertaking requires SHPO review under this Agreement. If the NASA WFF HPO approves the undertaking as not requiring SHPO review, the undertaking may be executed without further consultation with the SHPO, the ACHP, or other consulting parties as appropriate. It shall not be necessary to forward individual project documentation on any activity not requiring review under this Agreement to the SHPO, ACHP or any other consulting party.

B. Any rehabilitation of a historic property that includes activities other than those listed in Appendix G shall be reviewed in accordance with the provisions of the Standard Review Process outlined in Stipulation IV below.

C. The NASA WFF HPO shall maintain appropriate files on all undertakings not reviewed by the SHPO under this Agreement. Such files may include, at a minimum: the facility inventory number, the DHR ID #, photographs of the property, a site map of the property, a description of the proposed undertaking and a determination that the project does not require SHPO review under this Agreement. The level and type of documentation maintained by NASA WFF for non-review activities shall be appropriate to the nature of the undertaking and its potential to affect a historic property.

D. The NASA WFF HPO may propose additions or revisions to the list of activities not requiring SHPO review under this Agreement by doing so in writing to the SHPO, ACHP, and other consulting parties as appropriate. These undertakings will be added as a revised Appendix G upon receipt of written concurrence from SHPO, ACHP, and other consulting parties as appropriate.

IV. STANDARD REVIEW PROCESS

A. The NASA WFF HPO shall coordinate with the SHPO and other consulting parties on all undertakings not otherwise excluded from SHPO review per Stipulations II or III.

B. NASA WFF personnel with responsibility for the project, in consultation with the NASA WFF HPO and other qualified consultants, shall prepare pre-project documentation, which may include: description of work, description of future use, bid documents, architectural plans, site plans, landscaping plans, photographs, and other materials that depict existing conditions and proposed work.

C. The NASA WFF HPO shall review the pre-project documentation and submit to the SHPO for review and comment a completed Project Review Application (Application) through the SHPO's Electronic Project Information Exchange (ePIX) system accessible at <http://solutions.virginia.gov/epix> or similar system, as appropriate. The ePIX Application should contain the information required in the ACHP regulations at 36 CFR 800.11(e).

D. If the NASA WFF HPO, in consultation with the SHPO, determines that the undertaking will result in No Historic Properties Affected or No Adverse Effect, then the NASA WFF HPO will issue approval for the undertaking and work may proceed. All work shall conform to the approved proposal and to the conditions stated in the approval.

E. If the NASA WFF HPO, in consultation with the SHPO, determines that the undertaking will have an Adverse Effect on historic properties, then the NASA WFF HPO shall comply with Stipulation VIII of this Agreement to resolve the adverse effect.

V. PLANNING FOR THE WALLOPS BEACH LIFE SAVING STATION

A. The NASA WFF HPO shall continue to secure, inspect and maintain to appropriate standards the Wallops Beach Life Saving Station and the associated Observation Tower (DHR ID# 001-0027-0100; DHR ID# 001-0027-0101; WFF # V-065), in accordance with the National Park Service's Preservation Brief 31 "Mothballing Historic Buildings."

B. Prior to any proposal that considers the disposition (demolition, relocation, transfer, lease, or excess) of the Life Saving Station or Tower, the NASA WFF HPO shall submit an alternatives analysis to the SHPO for comment.

C. The alternatives analysis shall explore the following options: continued mothballing of the building; preservation of the building and tower in place; relocation of the building and tower to a similar site at NASA WFF and continued use by NASA WFF; relocation to a new site on NASA WFF and continued use by NASA WFF; or sale, transfer or lease of the property to a new owner and relocation off NASA WFF.

D. For any future proposed action that provides for the preservation of the building in-place in accordance with the *Secretary Standards*, the action will be considered to have no adverse effect on historic properties and no further compliance with the ACHP's regulations will be necessary with regard to the subject undertaking.

E. If a proposed action is relocation on NASA WFF, then the NASA WFF HPO shall consult with SHPO regarding the need for architectural and archaeological surveys to assess the possible effects of the relocation on cultural resources at the new site. Recommended surveys will be conducted in consultation with the SHPO and other consulting parties:

1. Within one (1) year of selection of a site for relocation, or as funding permits, the NASA WFF HPO will provide to the SHPO for review and approval a move report.

2. The move report will be developed in consultation with SHPO, consulting parties and professional movers who have the capability to move the historic building properly.
3. The move report shall be in keeping with DHR's "Moving a State and Federal Landmark following National Park Service Standards: Quick reference – Conditions to Meet" (Appendix H) and John Obed Curtis' *Moving Historic Buildings*.
4. The move report shall contain site, grading, and architectural plans for the relocation and rehabilitation of the Wallops Beach Lifesaving Station and Observation Tower (DHR ID# 001-0027-0100; DHR ID# 001-0027-0101; WFF # V-065).
5. The move report shall provide a plan for the security and protection of the Lifesaving Station and Observation Tower (DHR ID# 001-0027-0100; DHR ID# 001-0027-0101; WFF # V-065) during the period that it is unoccupied on its existing and new sites and during transport.
6. The move report shall provide a timeline for the stabilization and maintenance of the property and proposed rehabilitation.
7. Prior to relocation and as mitigation for the adverse effect the relocation would have on the historic property, the NASA WFF HPO shall ensure to document the Lifesaving Station (DHR ID# 001-0027-0100), including its setting and context, at the DHR intensive level and submit the documentation to the SHPO for review and approval.
8. NASA WFF shall record through video and photographic documentation the relocation efforts from start to finish.
9. NASA WFF shall implement any mitigation measures agreed upon in writing within one (1) year, or as funding permits.
10. Review of all Rehabilitation Work proposed for the building on its new site will follow the procedures established in Stipulation IV of this Agreement.

F. If the preferred alternative is the sale, transfer, or lease of the property to a new owner and relocation off of WFF, NASA will adhere to the following procedures:

1. If in accordance with 36 CFR 800.5(a).2.vii, the transfer document includes legally enforceable restrictions or conditions to ensure the long term preservation of the property's historic significance, NASA shall document the property in accordance with Stipulations V.E.7-8 above and the action shall be considered to have no adverse effect on historic properties and no further compliance with the ACHP's regulations will be necessary with regard to the subject undertaking.

2. If NASA or its agents, place such protective restriction per Stipulation V.F.1 above, then NASA shall provide documentation in accordance with Stipulation V.E.6 above and develop a short documentary video of the history of the Wallops Beach Lifesaving Station and Observation Tower, as mitigation of the anticipated adverse effect of the transfer out of the protection of the Federal Government.
3. If transfer is within the Federal Government, then NASA shall document the transfer in accordance with Stipulation V.E.6-7 above.
4. Upon receipt of comments from the SHPO and other consulting parties if applicable, NASA shall revise and attach the covenant or easement to the deed or lease agreement prior to the sale, transfer, or lease of property.

G. If the proposed disposition of the Live Saving Station and Tower is demolition or dismantling, NASA will provide documentation in accordance with Stipulation V.E.6-7 above and will develop a short documentary video of the history of the Wallops Beach Lifesaving Station and Observation Tower.

VI. PUBLIC BENEFIT AND EDUCATION

A. A variety of public interpretation initiatives may be undertaken by NASA WFF for the purpose of historic preservation and as alternative mitigation measures. Such initiatives may include, but are not limited to:

1. Web-based products featuring historic properties as part of the NASA WFF heritage. This product may be accessed via NASA WFF Environmental Office website for the public to experience.
2. Reports and/or pamphlets suitable for the general public describing the historic resources at NASA WFF.
3. Collection and assembling of documents including technical reports, public relations materials, historic photographs, maps, etc. made available at the NASA WFF Visitor's Center, local libraries or other appropriate locations.
4. Development of exhibits on the historic properties at NASA WFF for display at the NASA WFF Visitor's Center.

B. NASA WFF will provide the SHPO, the Catawba Indian Nation and the Pocomoke Indian Nation an opportunity to comment on any archaeological displays or exhibits developed as a result of this Agreement prior to public display. All comments received within 30 days of the request will be taken into account in finalizing the archaeological display or exhibit.

VII. ARCHAEOLOGY

A. Any undertaking subject to this Agreement where all potential ground disturbance is in areas previously surveyed for archaeological resources where no archaeological sites are identified and that will not directly or indirectly affect other known historic properties may proceed following approval by the NASA WFF HPO without additional archaeological survey or further consultation with the SHPO.

B. In the event that ground disturbance as part of any undertaking subject to this Agreement may directly impact a previously identified NRHP eligible archaeological site, as listed in Appendix C, the NASA WFF HPO shall consult with the SHPO on ways to avoid, minimize, or mitigate potential effects to the identified property.

C. For ground-disturbing activities in moderate or high probability areas, or that will disturb unevaluated archaeological sites, the NASA WFF HPO shall consult with the SHPO and determine whether further archaeological survey or evaluation is warranted. If after consultation with the SHPO, NASA WFF HPO determines that further efforts are needed to identify or evaluate archaeological sites, the NASA WFF HPO shall ensure that an archaeological testing program is developed and implemented in consultation with the SHPO. The testing program shall be sufficient to identify any potentially eligible sites present within the APE and determine conclusively their eligibility for listing in the NRHP.

D. If the NASA WFF HPO determines that it is not feasible to preserve or avoid an NRHP-eligible or listed archaeological property, the NASA WFF HPO shall comply with Stipulation VIII of this Agreement to resolve the adverse effect.

VIII. RESOLUTION OF ADVERSE EFFECTS

A. If the NASA WFF HPO determines, in consultation with the SHPO and other consulting parties, that an undertaking, other than described in Appendix G or Stipulation V, will adversely affect historic properties, then NASA WFF shall address the adverse effect in accordance with 36 CFR 800.6.

B. The NASA WFF HPO shall notify the ACHP of the adverse effect finding and determine whether the ACHP will participate in the resolution of adverse effect and any resulting Memorandum of Agreement.

C. Mitigation measures to be included in any Memorandum of Agreement may include, but are not limited to, standard treatments such as documentation and data recovery. Dependent on the nature and extent of the undertaking's effects and the importance of the properties affected, mitigation measures may also include alternate mitigation approaches, such as public benefit and education approaches.

D. For adverse effects to archaeological properties, the NASA WFF HPO shall consult with the SHPO and other consulting parties to develop a data recovery plan (Appendix I) consistent with the Secretary of the Interior's "Standards and Guidelines for Archaeological Documentation" (48 FR 44734-37, September 29, 1983) and the SHPO's "Guidelines for Conducting Historic Resources Survey in Virginia (2011), and shall take into account the ACHP's publications, "Recommended Approach for Consultation on Recovery of Significant Information from Archeological Sites "(1999; rev. 2003) and "Section 106 Archaeology Guidance" (June 2007) or subsequent revisions or replacements to these documents.

IX. 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 Commonwealth of Virginia, or other immediate threats to life or property as determined by the NASA WFF Director. Emergency actions under this Agreement are only those implemented within thirty (30) calendar days from the initiation of the emergency situation.

B. If the emergency action has the potential to affect NRHP-listed or eligible properties, the NASA WFF HPO shall notify the SHPO and other consulting parties as appropriate prior to undertaking the action, when feasible. As part of the notification, the NASA WFF HPO shall provide a plan to address the emergency. The plan shall include the basis for the proposed action and photographs of the current building, facility, or area under consideration. The SHPO shall have seven (7) calendar days to review and comment on the plan to address the emergency. If the SHPO or other consulting parties fail to provide comments within the seven (7) calendar day review period, the NASA WFF HPO may assume that the non-responding party has no comments. The NASA WFF HPO shall take all comments received into consideration when preparing the final plan and then may implement the plan.

C. If the NASA WFF HPO is unable to consult with the SHPO prior to carrying out emergency actions the NASA WFF HPO shall notify the SHPO and other parties as appropriate within five (5) calendar days after the initiation of the emergency action. This notification shall include a description of the emergency action taken, the effects of the action(s) to historic properties, and, where appropriate, any further proposed measures to avoid, minimize, or mitigate potential adverse effects to NRHP-listed or eligible properties.

D. Where possible, such emergency actions shall be undertaken in a manner that does not foreclose future preservation or restoration of historic properties. Where possible, and where such emergency actions may affect such properties, they shall be undertaken in a manner that is consistent with the *Secretary's Standards* to the greatest extent practicable. In addition, where possible, such actions will be done with on-site monitoring by the appropriate preservation professional who meets, at a minimum, the *Professional Qualifications Standards* in his or her field or discipline.

E. Immediate rescue and salvage operations conducted to preserve life or property are exempt from these and all other provisions of this Agreement.

X. PREPARATION AND REVIEW OF DOCUMENTS

A. A draft of all final technical reports shall be submitted to the SHPO, the Catawba Indian Nation, the Pocomoke Indian Nation and other consulting parties as appropriate for review and comment. The NASA WFF HPO shall ensure that all comments received within thirty (30) days of report receipt shall be taken into account in the final technical report. Two (2) copies of all final reports, bound and on acid-free paper, and one electronic copy on CD, shall be provided to the SHPO, and one (1) copy to other consulting parties as appropriate.

B. All technical reports prepared pursuant to this Agreement shall be consistent with the federal standards entitled “Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines” (48 FR 44716-44742, September 29, 1983) and SHPO's “Guidelines for Conducting Historic Resources Survey in Virginia” (2011) or subsequent revisions or replacements to these documents.

C. The SHPO and other consulting parties agree to provide comments on all technical reports, treatment plans, and other documentation arising from this Agreement within thirty (30) days of receipt unless otherwise specified in this Agreement. If no comments are received from the SHPO or other consulting parties, NASA WFF may assume the non-responding party has no comments.

XI. CURATION

NASA WFF shall deposit archaeological materials and appropriate field and research notes, maps, drawing and photographic records collected as part of projects carried out under this Agreement (with the exception of human skeletal remains and associated funerary objects which shall be treated in accordance with Stipulation XIII) with a facility which meets the requirements in 36 CFR Part 79, *Curation of Federally Owned and Administered Archeological Collections*.

XII. POST REVIEW DISCOVERIES

The NASA WFF HPO shall ensure that all construction contractors involved in ground disturbing activities are aware of the provisions in Stipulations IV of this Agreement.

A. If previously unidentified historic properties or unanticipated effects to historic properties are discovered during construction, the construction contractor shall immediately halt all activity within a one hundred (100) foot radius of the discovery, notify the NASA WFF HPO of the discovery, and implement interim measures to protect the discovery from looting and vandalism.

B. Immediately upon receipt of the notification required in Stipulation XII.A, the NASA WFF HPO shall:

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. Have a professional archaeologist inspect the construction site to determine the extent of the discovery and provide recommendations regarding its NRHP eligibility and treatment; and
5. Notify the SHPO and other consulting parties, as appropriate, of the discovery describing the measures that have been implemented.

C. Within forty-eight (48) hours of receipt of the notification described in Stipulation XII.B.5 the NASA WFF HPO shall 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 WFF HPO, in consultation with the SHPO, may assume the discovery to be NRHP eligible for the purposes of Section 106 pursuant to 36 CFR 800.13(c). The NASA WFF HPO, SHPO, and other consulting parties, as appropriate, shall respond within forty-eight (48) hours of receipt.

D. The NASA WFF HPO shall take into account SHPO recommendations on eligibility and treatment of the discovery, shall ensure that appropriate actions are carried out, and provide the SHPO and other consulting parties, as appropriate, with a report on these actions when they have been implemented.

E. Construction activities may proceed in the area of the discovery, when the NASA WFF HPO has determined that implementation of the actions undertaken to address the discovery pursuant to Stipulation XII.B are complete.

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

XIII. HUMAN REMAINS

NASA WFF personnel shall make all reasonable efforts to avoid disturbing known gravesites, including those containing Native American human remains and associated funerary artifacts. NASA WFF shall treat all human remains in a manner consistent with the ACHP "Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects" (February 23, 2007; <http://www.achp.gov/docslhrpolicy0207.pdf>) or ACHP policy in effect at the time remains and funerary artifacts are handled.

A. If the remains are determined to be of Native American origin, the NASA WFF HPO shall immediately notify the Catawba Indian Nation and the Pocomoke Indian Nation and comply with the provisions of the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. Sec 3001 et seq.). If the remains are determined not to be of American Indian origin, the NASA WFF HPO shall comply with the Virginia Antiquities Act, Section 10.1-2305 of the Code of Virginia, final regulations adopted by the Virginia Board of Historic Resources and published in the Virginia Register on July 15, 1991, or subsequent revisions.

B. The NASA WFF HPO shall use reasonable efforts to ensure that the general public is excluded from viewing any burial site or associated funerary artifacts. The consulting parties to this agreement shall release no photographs of any burial site or associated funerary artifacts to the press or general public. The NASA WFF HPO shall notify the appropriate Federally-recognized Tribe(s) and/or individual Virginia state-recognized tribes when burials, human skeletal remains, or funerary artifacts are encountered on the project, prior to any analysis or recovery. NASA shall deliver any Native American human skeletal remains and associated funerary artifacts recovered pursuant to this agreement to the appropriate tribe to be reinterred. The disposition of any other human skeletal remains and associated funerary artifacts shall be governed as specified in any permit issued by the SHPO or any order of the local court authorizing their removal.

XIV. DISPUTE RESOLUTION

Should any signatory or concurring party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the NASA WFF HPO shall consult with such party to resolve the objection. If NASA determines that such objection cannot be resolved, the NASA FPO will:

A. Forward all documentation relevant to the dispute, including NASA's proposed resolution, to the ACHP. The ACHP shall provide the NASA FPO 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, the NASA FPO 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. NASA 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, the NASA FPO may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the NASA WFF HPO shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the Agreement, and provide them and the ACHP with a copy of such written response.

C. NASA's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

XV. ANNUAL REPORTING

A. The NASA WFF HPO shall provide an annual status report on July 1st, to the SHPO and other Signatories to this Agreement to review implementation of the terms of this Agreement and to determine whether amendments are needed. The annual status report shall address the following:

1. A list of historic properties treated under this Agreement during the reporting period including activities not requiring review and activities resulting in no adverse and adverse effects to NRHP-eligible or listed properties;
2. A brief conditions assessment outlining the conditions at the Wallops Beach Life Saving Station and Tower and any repairs made or measures taken to ensure the ongoing preservation of the building;
3. Problems with implementation of this Agreement or issues encountered during the year;
4. Changes the NASA WFF HPO believes should be made in implementation of this Agreement; and
5. A list of all professional training opportunities attended by NASA WFF personnel relative to this Agreement provided during the reporting period and number of participants and organizations.

B. The NASA WFF HPO may submit to the SHPO the annual reporting form attached as Appendix J. The reporting form may be supplemented with additional information as determined by the SHPO or ACHP.

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

XVI. AMENDMENTS

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 a copy signed by all of the signatories is filed with the ACHP.

XVII. TERMINATION

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

In the event of termination of this Agreement, NASA shall comply with the provisions of 36 CFR Part 800 for all portions of the Undertaking that have not already begun. For any new undertakings or changes in the Undertaking, the NASA WFF HPO will resume the review procedures stipulated in 36 CFR 800.3-800.7

XVIII. ANTI-DEFICIENCY

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 the 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 with the other parties to this Agreement in accordance with Stipulations XVI or XVII of this Agreement.

XIX. HANDLING OF SENSITIVE BUT UNCLASSIFIED DATA

- A. In the performance of this Agreement, the non-NASA Parties may have access to, be furnished with, or use U.S. Government data, the use and dissemination of which, the Government intends to control. With respect to data specifically marked with a restrictive notice, including but not limited to "Sensitive But Unclassified, (SBU)", the non-NASA Parties agree to:
1. Use, disclose, or reproduce the data only as necessary under this Agreement;
 2. Safeguard the data from unauthorized use and disclosure;
 3. Allow access to the data only to its employees and related entities (i.e., contractors, subcontractors, grantees, or other entities having a legal relationship with the NASA, SHPO, or Council that is assigned, tasked, or contracted to perform activities under this Agreement);
 4. Except as provided in Stipulation XIX.A.3 above and Stipulation XIX.D below, preclude disclosure of the data outside the Parties' organizations;
 5. Notify its employees who may require access to the data about the obligations under this clause and ensure that such employees comply with such obligations, and notify its related entities that may require access to the data about their obligations under this clause; and

6. Return or dispose of the data, as NASA may direct, when the data is no longer needed for performance under this Agreement.

B. In the event that data exchanged between NASA and the Parties include a legend that the non-NASA Parties deem to be ambiguous or unauthorized, the non-NASA Parties may inform NASA of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended the Party receiving such data shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by NASA.

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:

1. Is publicly available at the time of disclosure or becomes publicly available without breach of this Agreement;
2. Is known to, in the possession of, or developed by the receiving Party independent of carrying out the receiving Party's responsibilities under this Agreement and independent of any disclosure of, or without reference to, proprietary data or otherwise protectable data hereunder;
3. Is received from a third Party having the right to disclose such information without restriction; or
4. Is required to be produced by the receiving Party pursuant to a court order or other legal requirement. If a non-NASA Party believes that any of the events or conditions that remove restriction on the use, disclosure, and reproduction of the data apply the non-NASA Party will promptly notify NASA of such belief prior to acting on such belief, and, in any event, will notify NASA prior to an unrestricted use, disclosure, or reproduction of such data.

D. To the extent authorized by federal law (including Section 304 of the NHPA; 36 CFR 800.11(c)(1); 16 U.S.C. 470w-3; Section 9 of the Archaeological Resources Protection Act; 16 U.S.C. 470-hh; and the Freedom of Information Act, 5 U.S.C. 552), NASA, the ACHP, and the VA SHPO shall withhold from public disclosure information about the location, character, or ownership of a historic property when disclosure may cause a significant invasion of privacy; risk harm to the historic property; or impede the use of a traditional religious site by practitioners. NASA shall consult with the Secretary of the Interior pursuant to the ACHP's regulations (at 36 CFR § 800.11(c)(1)) as necessary to withhold information covered by Section 304 of the NHPA.

XX. DURATION OF AGREEMENT

A. This Agreement shall remain in full force and effect for five (5) years after the date of the last Signatory's signature, after which the Agreement will automatically renew for a period of five (5) years unless a Signatory to this Agreement objects in writing to its renewal sixty (60) calendar days prior to the date this Agreement would otherwise expire. If an objection is received, NASA will consult with the Signatories to determine whether the Agreement needs to be extended, amended, or terminated and take such action as appropriate.

B. If in the ninth year (9) of this Agreement the Signatories agree to consult on an extension of this Agreement, the Signatories will execute a written modification, based on the template at Appendix K, extending the Agreement for an agreed upon period from the date the original Agreement would have expired absent the extension.

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

SIGNATURE PAGE FOLLOWS

SIGNATORIES TO THIS AGREEMENT:

National Aeronautics and Space Administration, Wallops Flight Facility



Date: 25 November 2014

William A. Wrobel, Director

SIGNATORIES TO THIS AGREEMENT:

Advisory Council on Historic Preservation

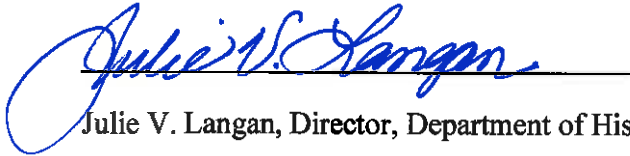


Date: 12/17/14

John M. Fowler, Executive Director

SIGNATORIES TO THIS AGREEMENT:

Virginia State Historic Preservation Office



Date: 12.5.14

Julie V. Langan, Director, Department of Historic Resources

PARTIES CONCURRING IN THIS AGREEMENT:

Catawba Indian Nation

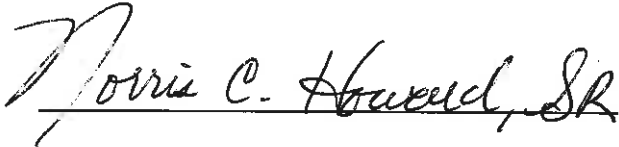
Wenonah G. Haire, PhD

Date: 12/4/14

Dr. Wenonah G. Haire, Tribal Historic Preservation Officer

PARTIES CONCURRING IN THIS AGREEMENT:

Pocomoke Indian Nation



Norris C. Howard, Sr., Paramount Chief

Date: 11-30-2014

APPENDIX LIST

Appendix A	Map of Archaeological Probability Zones
Appendix B	<ol style="list-style-type: none">1. DHR Concurrence Letter for Archaeology2. DHR Concurrence Letter for Structures/District, 20053. DHR Concurrence Letter for Structures, 2011
Appendix C	<ol style="list-style-type: none">1. List of archaeological sites2. List of historic buildings/structures
Appendix D	Consulting Parties Identified
Appendix E	Agreement Between NASA and the Smithsonian Institution Concerning the Transfer and Management of NASA Historical Artifacts
Appendix F	Definitions and Terms
Appendix G	Activities That Have Limited Potential to Affect Historic Resources
Appendix H	“Moving a State and Federal Landmark following National Park Service Standards: Quick Reference – Conditions to Meet.”
Appendix I	Minimum Standards for Archaeological Data Recovery Plans
Appendix J	Annual Reporting Form Template
Appendix K	Agreement Extension Template

Appendix A

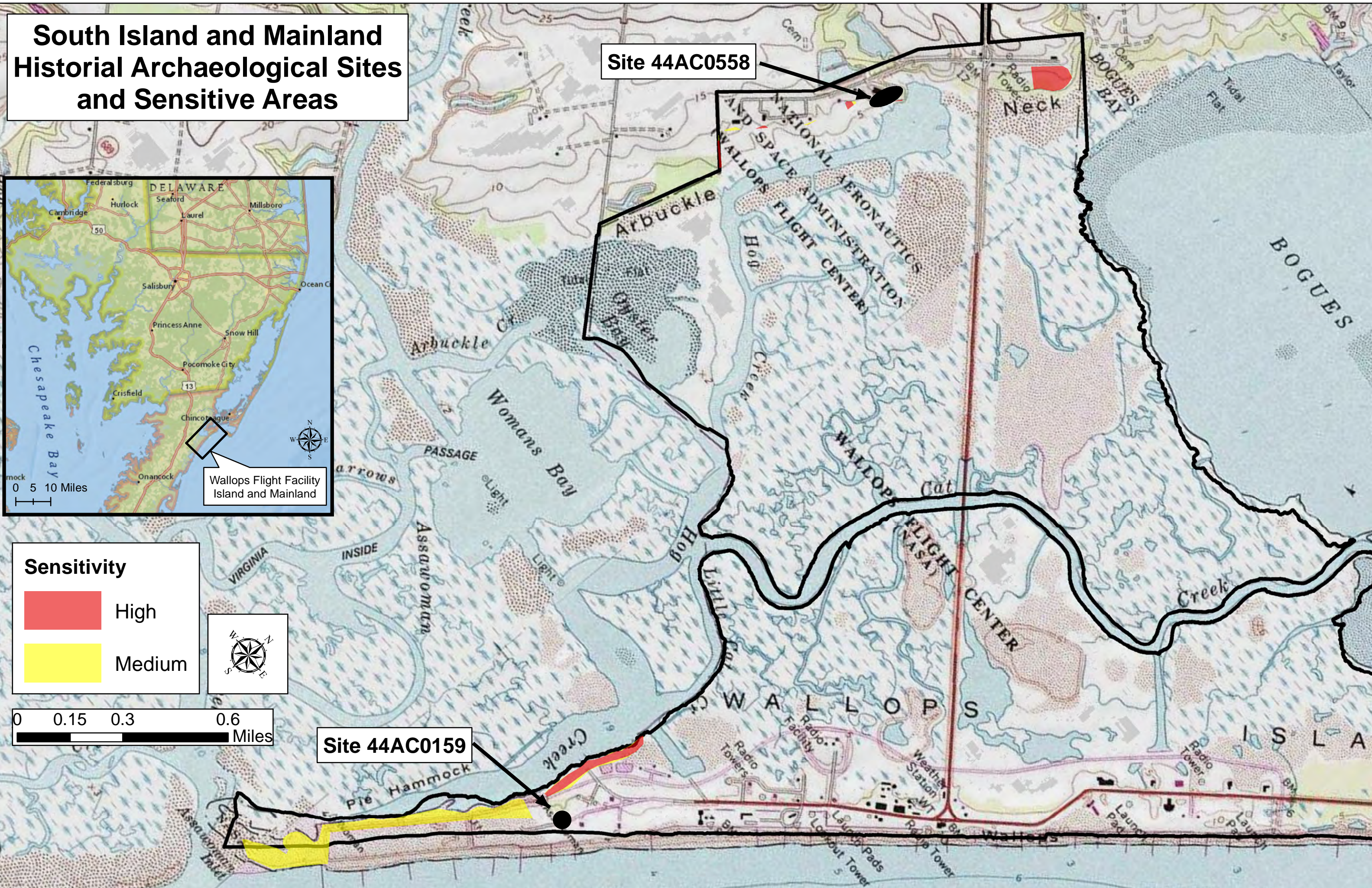
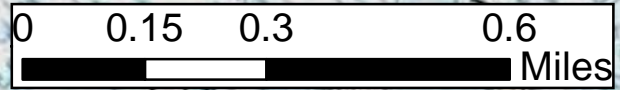
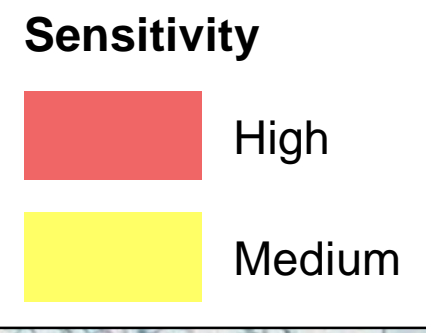
Maps of Archaeological Probability Zones

South Island and Mainland Historical Archaeological Sites and Sensitive Areas

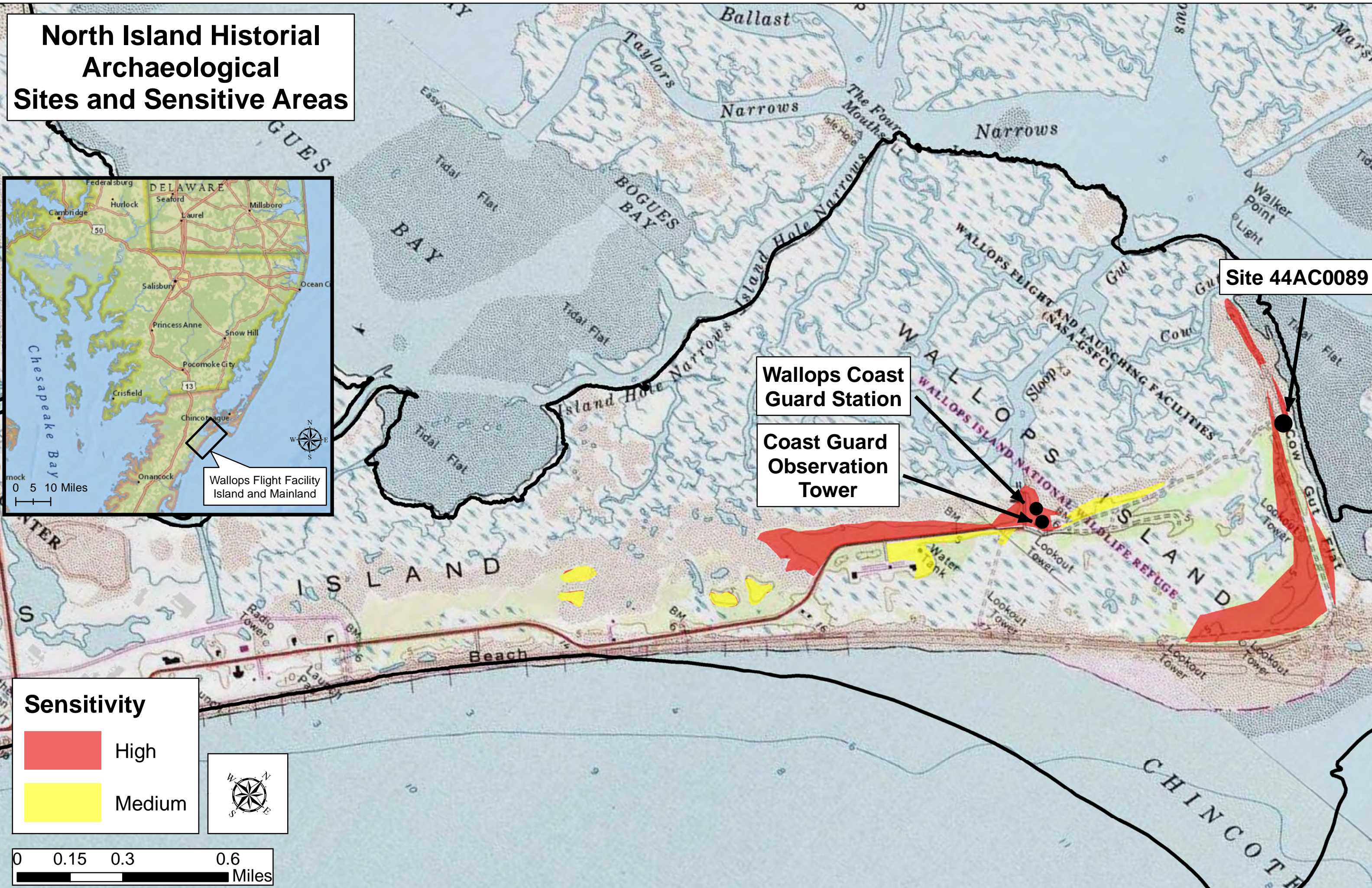


Site 44AC0558

Site 44AC0159



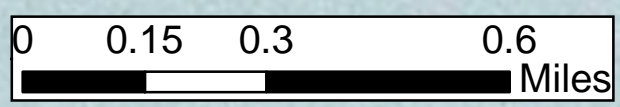
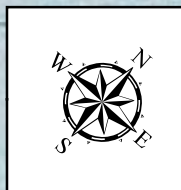
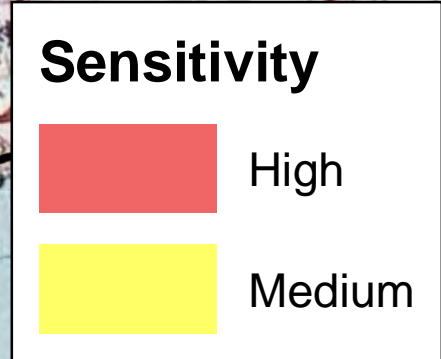
North Island Historical Archaeological Sites and Sensitive Areas



Site 44AC0089

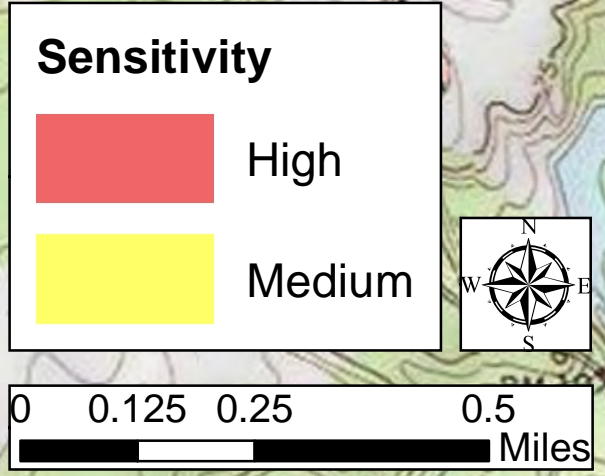
Wallops Coast Guard Station

Coast Guard Observation Tower



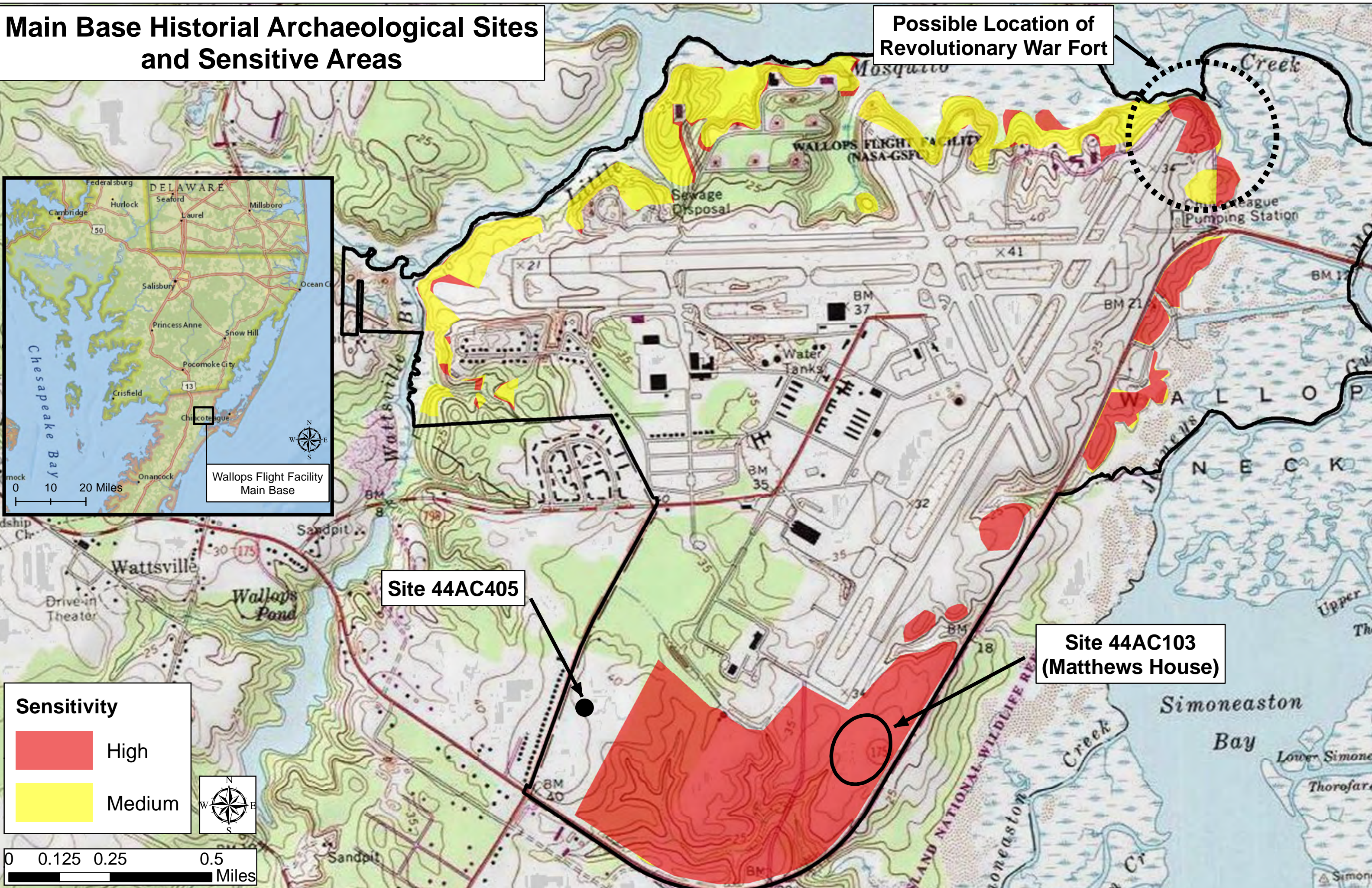
Main Base Historical Archaeological Sites and Sensitive Areas

Possible Location of Revolutionary War Fort



Site 44AC405

Site 44AC103 (Matthews House)



Appendix B

Letters of Concurrence



COMMONWEALTH of VIRGINIA

Department of Historic Resources

2801 Kensington Avenue, Richmond, Virginia 23221

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

Kathleen S. Kilpatrick
Director

February 9, 2004

Tel: (804) 367-2323
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TDD: (804) 367-2386
www.dhr.state.va.us

Mr. Thomas W. Arceneaux
National Aeronautics and Space Administration
Goddard Space Flight Center
Wallops Flight Facility
Wallops Island, Virginia 23337-5099

RE: Final Cultural Resource Assessment
NASA Wallops Flight Facility
Accomack County, Virginia
DHR File No. 2003-0571

Dear Mr. Arceneaux:

We have received for our review and comment the final cultural resources assessment report for the NASA Wallops Flight Facility located in Accomack County, Virginia. From the date of our receipt of the current report and the date of our letter commenting on the draft cultural resources assessment report, it appears that our correspondence addressing the earlier assessment did not make it to you in time for our comments to be incorporated into the final version of the document. Therefore, the following is a reiteration of our earlier letter discussing our recommendations for the draft report. We provide this on the assumption that due to the final report and our first letter crossing in the mail that our concerns regarding the draft document remain the same for the final draft.

An inventory of WFF identified 166 buildings and structures fifty years old or older. A majority (ninety-nine) of these properties, dated to between 1936 and 1942 before the federal government purchased the land. The federal government built the remaining buildings between 1950 and 1955, an era when the government used the area as an experimental aircraft facility. The property did not become associated with NASA until 1959. The report recommends that two resources as potentially eligible for listing in the National Register of Historic Places under Criterion C for their architectural or engineering merits. These resources are the WEMA Recreational Facility (V-065)/Coast Guard station and an Observation Tower (V-070).

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Fax: (804) 367-2391

Portsmouth Region Office
612 Court Street, 8th Floor
Portsmouth, VA 23704
Tel: (757) 398-6707
Fax: (757) 398-6712

Roanoke Region Office
1030 Penmar Ave., SE
Roanoke, VA 24013
Tel: (540) 857-7585
Fax: (540) 857-7586

Winchester Region Office
107 N. Kent Street, Suite 203
Winchester, VA 22601
Tel: (540) 722-8427
Fax: (540) 722-7535

Page 2

February 9, 2004

Mr. Thomas W. Arceneaux

A review of the Section Three: Cultural Context reveals that there is insufficient research and narrative dedicated to WFF during the period prior to the federal government's ownership. Although ninety-nine of the 166 buildings inventoried dated between 1936 and 1942, there is no attempt in the study to place these in historic context. Similarly, there is little space dedicated in Section Three to the history of the National Advisory Committee for Aeronautics (NACA) and the Langley Research Center using Wallops Island as a test site for rocket propelled models. This despite the assertion on page 2-3 that this activity "was an essential step in the nation's efforts to conduct aerodynamic research at high speeds, leading to advances in aeronautics and space science." The omission of a more detailed discussion of the NACA/Langley Research Center association with Wallops Island is particularly surprising since "launch sites are still located on the island, and are actively used today" (page 2-3). We believe that there is a need for additional research into the period extending from 1936 to 1942 and the NACA/Langley Research Center era in order to place the resources from these times into proper historic context. We, therefore, concur with the report's recommendation that NASA develop a specific historic context for WFF architecture related to the Cold War and Space Race.

The methodology used to produce the subject study concentrates too heavily on individual buildings is not sufficient to evaluate WFF as an historic district. The selection of properties that "are well-preserved or least-altered examples of certain resource types" for the windshield survey omits those resources that may not be individually eligible for the National Register but may retain enough historic integrity to be included as contributing elements of an historic district. As such, we concur with the recommendation that a more comprehensive reconnaissance level survey is necessary in order to determine if WFF has the potential to be eligible for the National Register as an historic district. We also agree that intensive level survey documentation of the most important resources is necessary in order to make a formal determination of National Register eligibility. NASA should pursue listing of those resources evaluate as eligible.

We concur that WEMA Recreational Facility (V-065)/Coast Guard station and the Observation Tower (V-070) appear to be potentially eligible for listing in the National Register for the purposes of Section 106. However, more information is required to make a formal determination of eligibility. The DHR is available to provide technical assistance to NASA if that agency decides to initiate nominating these resources to the National Register.

Page 3
February 9, 2004
Mr. Thomas W. Arceneaux

With regards to archaeology, we find the predictive model acceptable and believe that it is representative of the archaeological potential of WFF. We look forward to reviewing the results of testing guided by this model. We understand that, although existing construction, erosion, and site use have compromised the potential of much of the WFF, much of the area determined to be of moderate to high archaeological potential is unlikely to be disturbed by construction or site use. Any ICRMP or other planning document developed following survey of the WFF should include a framework for future protection or avoidance of these areas as well as implementation of the Section 106 process.

If you have any questions about the Section 106 process or our comments please contact me at (804) 367-2323, Ext. 114.

Sincerely,



Marc Holma, Architectural Historian
Office of Review and Compliance



COMMONWEALTH of VIRGINIA

Department of Historic Resources

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

2801 Kensington Avenue, Richmond, Virginia 23221

Kathleen S. Kilpatrick
Director

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TDD: (804) 367-2386
www.dhr.state.va.us

January 28, 2005

Ms. Barbara Lusby
Facility Historic Preservation Officer
National Aeronautics and Space Administration
Goddard Space Flight Center
Wallops Flight Facility
Wallops Island, Virginia 23337-5099

Re: Historic Resources Survey and Eligibility Report for Wallops Flight Facility
DHR file no. 2003-0571

Dear Ms. Lusby:

Thank you for consulting with us about the above referenced project and taking our comments regarding eligibility into consideration. We concur with the findings of the survey as stated in the final report. Thank you for submitting two final copies of the report; they will be filed in our Archives.

Sincerely,

Kristin Hill, Architectural Historian
Office of Review and Compliance

Administrative Services
10 Courthouse Avenue
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Portsmouth Region Office
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Fax: (757) 396-6712

Roanoke Region Office
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Roanoke, VA 24013
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Fax: (540) 857-7588

Winchester Region Office
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Winchester, VA 22801
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Fax: (540) 722-7535



COMMONWEALTH of VIRGINIA

Department of Historic Resources

Douglas W. Domenech
Secretary of Natural Resources

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Kathleen S. Kilpatrick
Director

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July 22, 2011

Mr. Randall M. Stanley, Historic Preservation Officer
NASA Goddard Space Flight Center
Wallops Flight Facility (WFF)
Wallops Island, Virginia 23337

Re: Historic Resources Eligibility Survey
Accomack County
DHR File No. 2010-2274

Dear Mr. Stanley,

On June 9, 2011 the Virginia Department of Historic Resources (DHR) received a copy of TEC Inc.'s June 2011 draft report entitled *Historic Resources Eligibility Survey Wallops Flight Facility, Accomack County, Virginia* for our review and comment. The report and associated survey materials were provided pursuant to Section 110 of the National Historic Preservation Act of 1966, as amended.

The survey was provided to update NASA WFF's on-going Historic Resources Eligibility Survey (HRES). This HRES documents a total of seventy-six (76) buildings and structures with dates of construction dating between 1956 and 1965. These resources are DHR ID# 001-0027-0126 through 001-0027-0201.

DHR is pleased to inform you that the draft report, *Historic Resources Eligibility Survey Wallops Flight Facility, Accomack County, Virginia*, meets DHR's *Guidelines for Conducting Cultural Resource Survey in Virginia* (1999; Rev. 2003). The Data Sharing System forms and supporting materials met quality assurance/quality control on June 24, 2011. DHR concurs with the survey results. As a historic district, WFF is not eligible for inclusion in the National Register of Historic Places (NRHP). The seventy-six (76) buildings and structures are not individually eligible for the NRHP.

Please provide two (2) bound copies and a .PDF of the final report once it is available. Should you have any questions, I may be reached via email at amanda.lee@dhr.virginia.gov.

Sincerely,

M. Amanda Lee

Cc: Shari A. Silbert, NASA WFF

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Tidewater Region Office
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Newport News, VA 23608
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Fax: (757) 886-2808

Western Region Office
962 Kime Lane
Salem, VA 24153
Tel: (540) 387-5428
Fax: (540) 387-5446

Northern Region Office
5357 Main Street
PO Box 519
Stephens City, VA 22655
Tel: (540) 868-7031
Fax: (540) 868-7033

Appendix C

Lists of Known Archaeological Sites and National Register-Eligible Structures

Appendix C - Table of All Buildings, Structures and Archaeological Sites Surveyed at NASA WFF Listed by Their Eligibility for Listing in the NRHP

VDHR site #	Name/Type	Culture Period	Location	National Register status
44AC0089	Military earthworks	Revolutionary or Civil War	Wallops Island	Eligible
44AC0103	Matthews House and cemetery	Ca. 1788	Main Base	Not evaluated
44AC0159	Shell pile	Unknown historic	Wallops Island	Not evaluated
44AC0405	Artifact scatter	19 th century	Main Base	Recommended not eligible
44AC0437	Artifact scatter	18 th & 19 th centuries	Main Base	Recommended not eligible
44AC0459	US Coast Guard Station trash scatter	19 th & 20 th century	Wallops Island	Recommended not eligible
44AC0556	Trash pit	Late Woodland	Main Base	Determined not eligible
	Single grave	19 th century	Main Base	Determined not eligible
44AC0558	Temporary camp	Possibly Middle Archaic; Woodland; Historic	Wallops Mainland	Recommended Potentially Eligible
44AC0562	Artifact Scatter	18 th & 19 th centuries	Wallops Mainland	Recommended not eligible
44AC0563	Artifact Scatter	18 th & 19 th centuries	Wallops Mainland	Recommended not eligible
001-0027-0100	Wallops Coast Guard Station	1936-1947	Wallops Island	Eligible
001-0027-0101	Coast Guard Observation Tower	1936-1947	Wallops Island	Eligible

Appendix D

Parties Consulted

Maryland Tribes	C/O or Chief	City/State
Accohannock Indian Tribe	Anne Buck McKay, Tribal Elder	Salisbury, Maryland
Many Waters Band of the S.E.C.C.I. (South Eastern Cherokee Council , Inc.)	Chief "Three Feathers" Kazemi this is the only thing identified as a MD address (see note):	Washington, DC Cecil County, Maryland
The Nause-Waiwash (Nassue-Waiwash) Tribe (Nanticoke)	Sewell Fitzhugh	Cambridge, Maryland
Piscataway Conoy Confederacy and Subtribes		LaPlata, MD
The Piscataway Indian Nation	Billy "Red Wing" Tayac	Accokeek, Maryland
Pocomoke Indian Nation	John Howard	Crisfield, Maryland
Pocomoke Indian Nation	Norris C. Howard, Sr., Paramount Chief	Eden, MD
The Youghiogheny Band of Shawnee		Bethesda, Maryland
Virginia Tribes	C/O or Chief	City/State
Patawomeck Indian Tribe of Virginia	Chief Robert "Two eagles" Green	Fredericksburg, VA
Nottoway Indian Tribe of Virginia	Chief Lynette Lewis Allston	Capron, VA
Cheroenhaka (Nottoway) Indian Tribe of Southampton County, Virginia	Chief Walt "Red Hawk" Brown	Courtland, VA
Monacan Indian Nation	Chief Sharon Bryant	Madison Heights, VA
Nansemond Tribe	Chief Barry W. Bass	Portsmouth, VA
Upper Mattaponi Tribe	Chief Kenneth Adams	King William, VA
Rappahannock Tribe "Where the Tide Ebbs & Flows"	Chief G. Anne Richardson	Indian Neck, VA
Eastern Chickahominy Tribe "The Coarse-Ground Corn People"	Chief Gene Adkins	Providence Forge, VA
Chickahominy Tribe "The Coarse-Ground Corn People"	Chief Stephen Adkins	Providence Forge, VA
Pamunkey Tribe	Chief Kevin Brown	King William, VA
Mattaponi Tribe	Chief Carl Custalow	West Point, VA
Delaware Tribes	C/O or Chief	City/State
Nanticoke Indian Association, Inc.	Chief Herman Robbins	Millsboro, DE
Mitsawokett		Kent County, Delaware
Lenape Indian Tribe of Delaware	Chief Dennis Coker	Dover, DE
Out of Area Tribes	C/O or Chief	City/State
Tuscarora Nation	Chief Leo Henry	Lewiston, New York
Cherokee Nation		Tahlequah, OK
Shawnee Tribe	Chief Ron Sparkman	Miami, OK
Catawba Indian Nation	Caitlin Totherow	Rock Hill, SC
Eastern Shawnee	Chief Glenna J. Wallace	Seneca, Missouri
Delaware Tribe	Chief Paula Pechonick or Dr. Brice Obermeyer	Bartlesville, OK; or Emporia, KS 66801
Delaware Nation	Tamara Francis-Fourkiller or Jason Ross	OK

FirstName	LastName	Title	Agency	Office	City	State
Steven	Miner	County Administrator	Accomack County		Accomac	VA
Grayson	Chesser		Accomack County Board of Supervisors	District 3	Sanford	VA
Robert	Crockett		Accomack County Board of Supervisors	District 6	Onancock	VA
Laura Belle	Gordy	Chair	Accomack County Board of Supervisors	District 7	Onley	VA
Jack	Gray		Accomack County Board of Supervisors	District 5	Modest Town	VA
Donald	Hart, Jr.	Vice Chair	Accomack County Board of Supervisors	District 8	Keller	VA
Kay	Lewis		Accomack County Board of Supervisors	District 4	Parksley	VA
C. Reneta	Major		Accomack County Board of Supervisors	District 9	Painter	VA
Wanda	Thornton		Accomack County Board of Supervisors	District 1	Chincoteague	VA
Ronald	Wolff		Accomack County Board of Supervisors	District 2	Atlantic	VA
Elaine	Meil	Executive Director	Accomack-Northampton Planning District Commission		Accomac	VA
Kathy	Phillips	Executive Director	Assateague Coastal Trust		Berlin	MD
Suzanne	Taylor	Executive Director of Marketing and Tourism	Chincoteague Chamber of Commerce		Chincoteague	VA
Denard	Spady	Executive Director	Citizens for a Better Eastern Shore		Eastville	VA
Jim	Rapp		Delmarva Low-Impact Tourism Experiences		Salisbury	MD
Jean	Hungiville	President	Eastern Shore of Virginia Chamber of Commerce		Melfa	VA
Kerr Place			Eastern Shore of Virginia Historical Society		Onancock	VA
Donna	Bozza	Director	Eastern Shore of Virginia Tourism Commission		Tasley	VA
Jack	Burn		Genealogy and History of the Eastern Shore of Virginia		Ripplemead	VA
Trish	Kicklighter	Superintendent	National Park Service	Assateague Island National Seashore	Berlin	MD
Katherine	Nunez	County Administrator	Northampton County		Eastville	VA
Robert	Ritter, Jr.	Town Manager	Town of Chincoteague		Chincoteague	VA

Appendix E

Agreement Between NASA and the Smithsonian Institution Concerning the Transfer and Management of NASA Historical Artifacts

**AGREEMENT BETWEEN THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND THE
SMITHSONIAN INSTITUTION
CONCERNING THE TRANSFER AND MANAGEMENT OF
NASA HISTORICAL ARTIFACTS**

WHEREAS in the course of its programs the National Aeronautics and Space Administration produces a large number of artifacts, many with great historical value and others with great value for education, exhibition, and other purposes, relating to the development, demonstration, and application of aeronautical and astronautical science and technology of flight, and will continue to acquire such materials; and

WHEREAS such artifacts are unique specimens relating to the science and technology of aeronautics and astronautics, and of flight in the atmosphere and space, which may consist of aeronautical and astronautical objects including, but not limited to, aircraft, space launch vehicles, spacecraft (both manned and unmanned), subsystems of the above, such as rocket engines, pressure suits and personal equipment, instruments, significant recorded data, operating handbooks, drawings, photographs, motion picture film and related documents, audio and video tapes, training devices, simulators, and memorabilia; and

WHEREAS the Smithsonian Institution is charged with the responsibility to preserve for perpetuity artifacts representative of aviation and space flight; to collect, preserve, and display aeronautical and space flight equipment of historical and educational interest and significance; to serve as a repository for scientific equipment and data pertaining to the development of aviation and space flight; and to provide educational material for the historical study of aviation and space flight.

THEREFORE, under the authority set forth in Section 203(c)(6) of the National Aeronautics and Space Act of 1958, as amended (72 Stat. 430; 42 U.S.C. 2473(c)(6); Section 4 of the Act of August 30, 1961 (75 Stat. 415, 20 U.S.C. 80c); and Sections (4) and (8) of the National Air Museum Amendments Act of 1966 (80 Stat. 310, 311; 20 U.S.C. 77a, 77d), the National Aeronautics and Space Administration (hereafter called "NASA") and the Smithsonian Institution (hereafter called "Smithsonian") enter into this Agreement concerning the transfer and management of those artifacts having such historical and educational or other value which have emerged and will emerge from the aeronautical and space programs administered by NASA.

1. NASA shall offer to transfer to, and the Smithsonian may accept such artifacts under NASA control which become available, after programmatic utility to NASA or other government agencies has been exhausted, although, in extraordinary circumstances, exceptions or alternative dispositions can be made by NASA. Before the decision to make an exception or alternative disposition is made, the proposed action shall be referred to the Joint Artifacts Committee (established in paragraph 4, below) for consideration. In addition, the Smithsonian may, pursuant to the procedures contained in paragraph 4, call a special meeting of the Joint Committee to discuss the transfer or

preservation of items of unusual historical interest that NASA has not yet declared to be artifacts. In either instance, if no consensus can be achieved by the Joint Artifacts Committee, the issue shall, upon request of either NASA or the Smithsonian, be referred to the NASA Administrator and the Director of the Smithsonian's National Air and Space Museum (NASM) for consideration. In the event agreement still cannot be reached, the NASA Administrator will decide the issue. NASA undertakes no obligation to provide financial support to the Smithsonian for the storage, transport, preparation, and final transfer of space artifacts.

2. The Smithsonian Institution's National Air and Space Museum will accession into its National Collections and accept responsibility for the custody, control, protection, preservation, and display of such artifacts transferred by NASA both in the Museum itself and on loan to NASA and other appropriate organizations in a manner consistent with the prevailing collections policy of NASM. If NASM refuses a request from a NASA component or visitor center for a loan of a NASA artifact, or states its intention to terminate or not to renew an existing loan to NASA, NASA may call a meeting of the Joint Committee at which the reasons for and possible alternatives to the denial will be discussed. Loans of artifacts to NASA shall be made for periods of from three to five years, with the expectation that renewals will be granted. NASM may specify reasonable curatorial practices to be followed by NASA components or visitor centers with respect to loaned NASA artifacts, and NASA will implement these practices to the extent practicable.

3. In connection with the NASA artifacts transferred to the Smithsonian, it is understood that in no instance shall a NASA artifact be finally disposed of to an agency other than the United States Government, or destroyed, before an opportunity is extended to NASA to reacquire, not on a basis of purchase but of reasonable defrayment of the costs involved, custody, and control of the artifacts. Further, in the event that NASA determines that an item declared an artifact and transferred to the Smithsonian has renewed technical utility with respect to NASA's programs, the NASA Chair of the Joint Artifacts Committee may request NASM to loan the item back to NASA. NASM will make a good faith effort to comply with the NASA request in light of NASA's stated need and the potential impacts on the NASM collection and/or operations. In utilization of this procedure, both NASA and the NASM will work promptly and closely to minimize any adverse impact that the loan could have on NASM operations. Cost of shipping and packaging the item for return to NASA will be borne or reimbursed by NASA.

4. The Smithsonian and NASA will establish a Joint Artifacts Committee to collect information on and consider issues relating to NASA artifacts and their transfer to the Smithsonian. This charter includes but is not limited to, those issues identified for Committee consideration in paragraphs 1 and 2 above. It is anticipated that the Committee will meet at least two times per year, although either NASA or NASM may call a special meeting on 30 days notice.

5. The agreement shall be effective for five years from the date of the latest signature. Unless written notification is given by either party at least six months prior to expiration, it will be renewed automatically for an additional five years.

_____/Signed/_____

Michael D. Griffin
Administrator
National Aeronautics and Space
Administration

_____/Signed/_____

John R. Dailey
Director
National Air and Space Museum
Smithsonian Institution

Date__08/08/2008__

Date__08/20/2008__

Appendix F

Definitions and Terms

APPENDIX F LIST OF TERMS AND DEFINITIONS

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 CFR 800.5(a)(1); examples of adverse effects are given in 36 CFR 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 CFR Part 800, Protection of Historic Properties, Section 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 CFR Part 60, NRHP, Section 60.3(a)]

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 CFR Part 800, Protection of Historic Properties, Section 800.16(f)]

Consulting parties: For the purposes of this Agreement, Consulting parties mean the Virginia Air and Space Center, the United Keetoowah Band of the Cherokee Indians in Oklahoma, Catawba Indian Nation, and the Virginia Council on Indians.

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 CFR Part 800, Protection of Historic Properties, Section 800.16(1)(1); an “archeological resource” as defined in Archeological Resources Protection Act, Section 3(1) and the Act’s Uniform Regulations, 43 CFR 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 CFR Part 79, Curation of Federally-Owned and Administered Archeological Collections, Section 79.4(a).

Cultural Resources Management Plan (CRMP): A document that defines the procedures and outlines plans for managing cultural resources on federal installations. A CRMP integrates and is integrated into other land management and development plans, as possible. NASA centers update their plan every 5 years.

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: The result produced by any federally sponsored activity, or undertaking, that has the potential to change or alter those qualities or characteristics that qualify a property listing in the NRHP.

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

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 CFR Part 60, National Register of Historic Places, Section 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 State Historic Preservation Office (SHPO) and the ACHP on historic preservation issues related to NASA LaRC’s cultural resources. Provides support to the NASA FPO on Agency CRM 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 CFR 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 or Historic Resource: “Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register, including artifacts, records, and material remains related to such property or resource.” [36 CFR Part 800, Protection of Historic Properties, Section 800.16(l)(1)]

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

Mitigation: Measures carried out to avoid or reduce the effects of undertakings on cultural resources. These measures may include relocation or other modifications of the undertaking itself or recovery of materials and data from the cultural resource site 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 CFR Part 65, National Historic Landmarks Program, Section 65.3(i)] National Historic Landmarks 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 “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 CFR Part 800, Protection of Historic Properties, Section 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 CFR Part 60, NRHP, Section 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.

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 CFR Part 79, Curation of Federally-Owned and Administered Archeological Collections, Section 79.4(j)]

Signatories: For the purposes of this Agreement, Signatories mean NASA LaRC, 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 CFR Part 60, NRHP, Section 60.3 (l)]

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 CFR Part 60, NRHP, Section 60.3(p)]

Tribal Historic Preservation Officer: “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 CFR Part 800, Protection of Historic Properties, Section 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 CFR Part 800, Protection of Historic Properties, Section 800.16(y)]

Appendix G

Activities That Have Limited Potential to Effect Historic Resources

APPENDIX G

NASA WFF ACTIVITIES WITH LIMITED POTENTIAL TO AFFECT HISTORIC RESOURCES AND NOT REQUIRING REVIEW UNDER THIS AGREEMENT

The following NASA WFF activities have limited potential to affect historic properties and therefore do not require review under this Agreement. If a proposed activity is not listed below, does not meet the Secretary's Standards, or will have an adverse affect on a historic property, then the undertaking must go through the Standard Review process outlined in Stipulation V prior to implementation.

1 Site maintenance and improvements

1.1 Ground Disturbing Activities

- Any activity that causes ground disturbance in areas modeled in the 2003 CRA to have low archaeological sensitivity.

1.2 Building Removal:

- Demolition of properties determined not eligible for the NRHP by NASA and SHPO.

1.3 Streets, driveways, alleys, and parking areas:

- Routine road maintenance, repair, and resurfacing where work is confined to previously maintained surfaces, ditches, culverts, and cut and fill slopes where there are no known historic properties or historic properties would not be affected because proposed work is clearly within disturbed context.
- Placing marl, gravel, or shell on dirt roads or lots where no new ground disturbance will occur.
- Repair of existing concrete or asphalt surfaces for curbs, gutters, and retaining walls.
- Maintenance, repair, and in-kind replacement of non-character-defining street lights, traffic signals, and traffic signs.

1.4 Landscaping:

- Mowing, trimming, and pruning of grass, shrubs, or trees.
- Routine vegetation control activities.
- Maintenance and repair of existing landscape features, including planting, walkways, and statuary.
- Repairs to, or in-kind replacement of walks and steps, provided it does not involve the removal of historic or character-defining materials.

1.5 Erosion Control:

- General erosion control activities such as gravel or riprap placement on slopes, where minimal grading or preparation is required and no archaeological sites are present (see Appendix C).
- Planting or seeding ground cover and cleanout of existing drainage ditches.

1.6 Fencing:

- Maintenance and in-kind repair of existing fencing and installation of a new chain link or post and rail fencing.
- Installation of new fencing provided no identified archaeological sites are present (see Appendix C).

1.7 Park and playground equipment:

- Repair or comparable replacement of existing park and playground equipment, but excluding buildings (see above).

1.8 Placement of temporary structures:

- Temporary parking or placement of mobile homes, tents, and portable structures on extant parking lots or other surfaces that does not require new ground disturbance or is not on a known archaeological site (see Appendix C).
- Installation of temporary construction-related structures (not to be in place for more than two years) including scaffolding, barriers, screening, fences, protective walkways, signage, office trailers or restrooms that will not require or cause new ground disturbance.

1.9 Water Systems:

- Changes to water systems in areas of low probability for archeological potential including siting, installation, maintenance, repair, removal, and operation of plant water systems including, but not limited to, water wells, cooling water systems, potable water systems, storm sewers, waste water treatment systems, plant drainage, and plumbing.

2 New construction and Additions

2.1 New Building Construction and Additions:

- New construction and additions outside of a listed or eligible historic district, or not adjacent to an individual historic property, provided such new construction does not directly impact or alter contributing resources as called for in the Secretary of the Interior's Standards for Rehabilitation or does not directly impact or alter identified archaeological sites listed in Appendix C.

3 Exterior building maintenance and rehabilitation

3.1 Building Maintenance and Repair:

- General maintenance and repair of all NRHP-eligible buildings and structures, which includes, but is not limited to, painting; siding; roofing; door, ceiling, wall, window, floor covering repairs.
- Elevator repair; filter and light replacement.
- Repairs to existing equipment.
- Repair or in-kind replacement of existing signs or awnings.

3.2 Lighting:

- Changes to interior and exterior lighting systems including replacement of or modification to lighting systems in all buildings and facilities so long as no historic fabric is disturbed.
- Repair or in-kind replacement of existing significant, character-defining, or contributing exterior light fixtures.

3.3 Foundation repair:

- Below-grade repair of brick of all types of foundations so long as work is confined to previously disturbed areas and does not impact or otherwise alter previously identified archaeological sites (see Appendix C).

3.4 Windows and doors:

- Repair of windows and doors, including caulking and weather stripping of existing window or door frames, and installation of new glass in existing sashes or doors, including retrofitting for double and triple glazing, and replacement of glazing putty.
- Installation of exterior storm windows and doors on historic buildings or structures, provided they conform to the shape and size of the historic windows and doors, and that the meeting rails of storm windows coincide with that of existing sash, and that their installation will not permanently damage historic elements.
- Installation of door or window locks or electronic security apparatus.

3.5 Walls and Siding:

- Repair of wall or siding material or in-kind replacement of deteriorated siding or trim on historic buildings or structures.

3.6 Painting/lead paint abatement:

- Removal of exterior or interior 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*.”
- All lead paint abatement done in accordance with *Preservation Brief #37: Appropriate Methods for Reducing Lead Paint Hazards in Historic Housing*.
- Application of exterior paint to previously painted surfaces.

3.7 Research Equipment and Systems

- Modification, repair, removal or addition of 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, storage and distribution systems).

3.8 Roofing:

- Repair or in-kind replacement of roof cladding and sheeting, flashing, gutters, soffits, and downspouts on historic buildings or structures with no change in roof pitch or configuration.
- Repair or re-framing of structural roof elements as required to improve the drainage and durability of the roof as long as the appearance of the roof lines visible from the front elevation and from other prominent, visible points (for example, the exposed side façade on a corner lot) is not affected.
- New installation of gutters and down spouts, as long as this does not damage historic materials or require removal of historic features.

3.9 Disabled Access:

- Repair or in-kind replacement of existing wheelchair ramps, unless the ramps are to be substantially modified.
- Installation of new wheelchair ramps, when the following considerations apply: 1) The ramp will not be a permanent addition to the property; 2) No historic fabric will be permanently damaged in the installation or use of the ramp; 3) 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.

3.10 Repointing:

- Repair or repointing of masonry features on historic buildings or structures 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 *Preservation Brief No. 2 Repointing Mortar Joints in Historic Brick Buildings*.

3.11 Mothballing:

- Securing or mothballing an historic property by boarding over window and door openings, making temporary roof repairs, and/or ventilating the building.
- NOTE: For historic buildings, mothballing procedures should follow *Preservation Brief No. 31, Mothballing Historic Buildings*.

3.12 Hurricane Modifications:

- Modifications necessary to comply with hurricane codes provided the changes do not alter or detract from the qualities that contribute to the significance of the historic property(ies).

4 Interior maintenance and rehabilitation

4.1 Green Building Technologies:

- 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(ies).

- 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).

4.2 Mechanical systems:

- Installation, replacement or repair of plumbing, HVAC systems and units, electrical wiring and fire protection systems, provided no structural alterations or damage to historic material are involved.
- Restroom improvements for disabled access provided the work is contained within the existing restroom walls.

4.3 Electrical:

- 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.
- Upgrading or additional new electrical lines between or among buildings and facilities.

4.4 Retrofitting:

- Citing, installation, maintenance, repair, removal or replacement of communications and computer systems, including public address systems, facsimile systems, microwave and radio systems, fiber-optic cables, and phone systems.

4.5 Fire Detection and Suppression:

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

4.6 Health and Safety:

- General clean-up, encapsulation, and 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).

4.7 Interior spaces:

- Replacement of kitchen or bathroom facilities and fixtures – provided the work is contained within the existing bathroom and significant historic fabric will not be damaged, altered, or removed.
- If covering historic features, such as wood floors, then carpet or sheet goods (linoleum or vinyl) shall be installed in a reversible manner, either through tacking or with an underlayment so historic floors shall not be irreversibly damaged.

4.8 Basement:

- Installation or repair of concrete basement floor in an existing basement provided no historic materials are damaged.

5 General

5.1 Transfer of Real Estate:

- Transfer of ownership or management responsibilities of real property, including those listed or determined eligible, to another Federal agency with equal responsibility for complying with Sections 106 and 110 of the NHPA.

5.2 Antiterrorism and Force Protection Measures:

- 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:

- 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

- Launch and flight of orbital and suborbital rockets, missiles, projectiles, targets, or tethered or free-floating balloons from the WFF Launch Range on Wallops Island or from the Main Base airfield.
- Jettison of flight hardware (e.g., spent rocket motor, scientific payload, nosecone, etc.) into the Atlantic Ocean and subsequent recovery (if warranted).

6.2 Aircraft (Manned and Unmanned) Operations

- Flight of manned fixed or rotary wing aircraft from either of the WFF Main Base runways.
- Flight of unmanned fixed or rotary wing aerial systems from either the WFF Main Base runways or the Wallops Island Unmanned Aerial Systems airstrips.

Appendix H

“Moving a State and Federal Landmark following National Park Service Standards: Quick Reference – Conditions to Meet”

Moving a State and Federal Landmark following National Park Service Standards

Quick Reference-Conditions to Meet

A resource move report should address all eleven points below. Officially, the report is part of the “Pre-Approve for Move” process. The report is reviewed by VDHR Staff, Board of Historic Resources, State Review Board, VDHR Director and Keeper of the National Register of Historic Places.

- 1) State the threat that will impact the landmark. A threat must be apparent and explained.
- 2) Owners permission is an absolute requirement.
- 3) Consider secondary buildings at the site (especially if they are contributing).
- 4) If the nomination includes D criterion (archaeology), assess the value of moving the building. Is the building less valuable than the archaeology and not eligible when divorced from the context of the archaeology?
- 5) Show the distance of the move--original site to receiving site. State the distance in feet or miles. The map needs to be at the appropriate scale to show the distance: quadrangle map is recommended, but smaller scale maps are also acceptable if there is enough detail.
 - A) Move within a parcel is preferred.
 - B) If the resource must leave a parcel, then the next preferred move is an adjacent parcel
 - C) If property is not available near the original site, the shortest possible move is preferred—usually within the same town or county.
 - D) Consult very closely with DHR staff if the move is more than 5 miles, and especially if the move is out of the town, city, county or region.
 - E) If the move is across state lines, you must work with both Virginia and the other state’s Historic Preservation Office.
- 6) Is the new site setting appropriate--geographically (comparable to original site). Describe similarities.
- 7) Our staff, Boards and Director **prefer, but do not require** that archaeology be conducted at the **present site**, especially if the present site will be developed. This can be at Phase I survey level.
- 8) The NPS **requires** archaeology be conducted at the **receiving site** so that any potentially eligible site will not be destroyed by foundation work, heavy equipment and the siting of the moved building. This can be at Phase I survey level.
- 9) **Complete deconstruction of a building for a move is not preferred!** If at all possible, the building should be moved in one piece or in large sections. If deconstruction needs to occur, then professionals who conduct this type of work regularly should be employed. All reconstruction, rehabilitation and planned additions work must meet the Secretary of Interior’s Standards for Rehabilitation: <http://www.cr.nps.gov/hps/tps/standguide/index.htm> .
- 10) We (DHR staff, Boards, Director) need to review and comment on the move report. We forward the report to the Keeper’s Office with our comment and the Keeper has 45 days to reply. The DHR Staff, Boards, Director, and NPS Keeper can ask for changes in the plan, approve conditionally, approve outright, or not approve and ask for delisting.
- 11) Following the move and completed new site work, the applicant should submit the amended or rewritten nomination for filing as Additional Documentation (assuming that pre-approval was given).

Appendix I

Minimum Standards for Archaeological Data Recovery Plans

APPENDIX I

MINIMUM STANDARDS FOR ARCHEOLOGICAL DATA RECOVERY PLANS AT NASA WALLOPS FLIGHT FACILITY

Any data recovery plan shall specify at a minimum, the following:

1. The property, properties, or portions of properties where site-specific data recovery plans shall be carried out;
2. The portion(s) of the site(s) to be preserved in place, if any, as well as the measures to be taken to ensure continued preservation;
3. Any property, properties, or portions of properties that will be destroyed or altered without data recovery;
4. The research questions to be addressed through data recovery, with an explanation of their relevance and importance;
5. The methods to be used with an explanation of their relevance to the research questions;
6. The methods to be used in analysis, data management, and dissemination of data, including a schedule;
7. The proposed disposition of recovered materials and records;
8. The proposed methods of disseminating the results of the work to the interested public and/or organizations who have expressed an interest in the data recovery subject to revision based on the results of the data recovery proceeds; and
9. A schedule for the submission of progress reports to the NASA WFF HPO, the SHPO, and other consulting parties.
10. A protocol to follow should human remains or funerary objects be encountered.
11. For adverse effects to historic structures or building the standard mitigation will be HABS/HAER Level I recordation unless existing engineering or construction drawings are available that meet the Secretary of the Interior's HABS/HAER for Level II.
13. If in the interest of alternative/creative mitigation, SHPO and NASA WFF agree a different mitigation is preferred such as public benefit and education approaches to documentation or data recovery, NASA WFF and SHPO will record their concurrence for the new mitigation by letter.

Appendix J

Annual Reporting Form Template

Virginia State Historic Preservation Officer
Virginia Department of Historic Resources
2801 Kensington Avenue
Richmond, VA 23221

(DATE)

**NASA WALLOPS FLIGHT FACILITY ANNUAL REPORTING SUMMARY TO THE
VIRGINIA STATE HISTORIC PRESERVATION OFFICER**

Reporting Year (July-June):

- 1. Number (buildings, structures or archaeological sites) falling under Appendix F of the PA “Limited Potential to Effect Historic Properties/Exempt activities list and not requiring review:**

See attached spreadsheet.

- 2. A brief conditions assessment outlining the conditions at the Wallops Beach Life Saving Station and Tower and any repairs made or measures taken to ensure the ongoing preservation of the building:**
- 3. Problems with implementation of this Agreement or issues encountered during the year:**
- 4. Changes the NASA WFF HPO believes should be made in implementation of this Agreement:**
- 5. A list of all professional training opportunities attended by NASA WFF personnel relative to this Agreement provided during the reporting period and number of participants and organizations:**

Submitted by:

(Name/Title/ date)

Appendix K

Agreement Extension Template

APPENDIX K

MODIFICATION TO EXTEND AGREEMENT

By executing this one paragraph modification, the below signatories hereby extend this Agreement for five (5) years from the date that it would have otherwise expired absent this extension.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, WALLOPS FLIGHT FACILITY

DIRECTOR

DATE

ADVISORY COUNCIL ON HISTORIC PRESERVATION

EXECUTIVE DIRECTOR

DATE

VIRGINIA STATE HISTORIC PRESERVATION OFFICER

DIRECTOR

DATE

CATAWBA INDIAN NATION

TRIBAL HISTORIC PRESERVATION OFFICER

DATE

POCOMOKE INDIAN NATION

PARAMOUNT CHIEF

DATE