

Incident Review of Adverse Effect to CPO Bungalow #28
World War II Valor in the Pacific National Monument
JULY 25, 2016 FINAL REPORT

BACKGROUND

On December 5, 2008, a presidential proclamation established World War II Valor in the Pacific National Monument (VALR). The new monument embraced nine historic sites located in Alaska, California, and Hawaii that commemorate various aspects of the war in the Pacific. Five of these sites were at Pearl Harbor and included: the USS *Arizona* Memorial and Visitor Center, the USS *Utah* Memorial, the USS *Oklahoma* Memorial, the mooring quays F6, F7, and F8, which constituted part of Battleship Row, and the six Chief Petty Officer (CPO) Bungalows located along Belleau Woods Loop Road on Ford Island. With the establishment of the new National Monument, the responsibilities of the National Park Service (NPS) expanded at Pearl Harbor from managing the operations of the *Arizona* Memorial and Visitor Center, which it had done since 1980 through an agreement with the Navy, to owning and managing historic buildings and structures within a new park unit.

In 2009, as part of its new focus, the NPS first turned its attention to caring for the CPO Bungalows on Ford Island. The CPO Bungalows, which were built in the early 1920s and 1930s, once housed married Chief Petty Officers (CPO) stationed at Ford Island. The buildings were present not only during the December 7, 1941 attack on Pearl Harbor, but they were also used throughout World War II. Given their historic significance, the bungalows were recognized by their inclusion as contributing resources to the U.S. Naval Base Pearl Harbor National Historic Landmark (NHL).

The bungalows were in residential use by the Navy until the 1990s when they were vacated and decommissioned. After that, they were not maintained. At the time the Park Service took ownership of the bungalows, they were in poor condition and in need of repairs, and the agency carried out projects to fumigate the buildings in order to kill termites, conduct emergency repairs to roofs, windows and other features, and braced the structures to stabilize and prevent them from collapsing. By 2012, the NPS had completed many of its initial repairs, in particular for CPO Bungalows #29 and #90. Meanwhile, it had also undertaken a broader planning effort for the surrounding Belleau area.

In January 2012, NPS executed a Programmatic Agreement (PA) with the Hawaii State Historic Preservation Division (SHPD) and the Advisory Council on Historic Preservation (ACHP) regarding the rehabilitation of the historic CPO Bungalows (Appendix 2). Two months later, the NPS released its "Rehabilitation of Chief Petty Officers Bungalows on Ford Island: Environmental Assessment" (March 2012) to inform efforts to rehabilitate the six CPO bungalows on Ford Island. The Environmental Assessment's preferred alternative was to

rehabilitate all of the bungalows with a combined visitor and administrative focus, and the purpose of the 2012 PA was to guide the consultation process for the preferred alternative and ensure that the park had met the requirements of Section 106 of the National Historic Preservation Act (NHPA).

As part of this rehabilitation effort, the NPS received funding in 2015 to carry out a project on CPO Bungalow #28. Like the other CPO Bungalows located on Ford Island, it was a contributing resource to the U.S. Naval Base Pearl Harbor National Historic Landmark (NHL). When the project was completed in May of 2016, however, it was determined that the work resulted in the wholesale demolition and disposal of CPO Bungalow #28 with the exception of some windows and doors, which were salvaged, and the concrete foundation (note: the windows and doors have been stored, but because they have lead paint they are in need of abatement). A new building of the same footprint and similar character was constructed on top of the foundation using contemporary building methods (stud-wall construction finished on the exterior with plywood and vertical wood strips attached to the plywood to simulate board and batten, vinyl windows). Inside the building, the interior side of the building's walls and interior partitions were framed but not finished.

The completed project, which did not include interior work, adversely affected the NHL contributing resource and the surrounding neighborhood through physical destruction of CPO Bungalow #28. Additionally, the demolition of the original Bungalow #28 and construction of the new building is not consistent *with the Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 CFR Part 68) and applicable guidelines. Moreover, the NPS did not consult with the Hawaii State Historic Preservation Officer (SHPO), the Advisory Council on Historic Preservation (ACHP) and other consulting parties about the project's change, as is required under Stipulations I.A., I.E. and I.F. of the 2012 PA.

To get a better understanding of how this happened, the Regional Director of the Pacific West Region of the National Park Service asked a review team to visit the park and examine the situation.

In particular, NPS management wanted to understand why the loss of the historic structure occurred from both a process and behavioral point of view. The Regional Director asked the team to examine the circumstances and develop recommendations and corrective actions as a follow up to this adverse action.

The review team was tasked with accomplishing the following objectives:

1. Review and analyze existing documentation and conduct oral interviews regarding the incident to inform future positive actions and to be considered as "lessons learned"
2. Identify and evaluate decision-making structures, points of process failure and roles at the park and regional office, and provide recommendations for enhancing transparency, clarity, and candor.

3. Evaluate park and regional office programs against the national requirements and best practices for carrying out responsibilities under Section 106, and identify recommendations for addressing deficiencies, improving staff capacity (training) and enhancing overall effectiveness.

Key Tasks

To accomplish the objectives of the review, the incident review team was asked to perform the following tasks:

1. Establish a chronology of events from the inception of the project, to funding, to compliance to execution of project.
2. Review and analyze a body of documentation and oral interviews to determine areas of strengths and weaknesses in communication, leadership, supervision, and cultural resource compliance program execution.
3. Identify process vulnerabilities and propose solutions.
4. Conduct telephone and face-to-face interviews with current and former park leadership, regional program leads, WASO staff, and other key stakeholders to further examine findings and potential recommendations.
5. Collect and analyze data from key systems, including cultural resource program management, facilities, park leadership, and communications
6. Produce a concise written report that summarizes key findings and recommendations for achieving objectives.

Incident Review Team

The incident review team consisted of the following members:

- George Turnbull, Management Analyst, PWR
- Jeffrey Durbin, Section 106 Compliance Officer, National Park Service, Washington Service Office
- Hank Florence, Historical Architect & Historic Preservation Partnerships Manager, PWR

Advisers:

- Sande McDermott (Retired), Deputy Associate Director for Cultural Resources, Partnerships and Science, National Park Service, Washington
- Grant Crosby, Historical Architect, Cultural Resources Program, AKR

SCOPE, PROCESS AND METHODS

A project statement (Appendix 1) was developed by the PWRO Chief of Cultural Resources Management and his staff that was reviewed and approved by the Directorate.

The incident review team was on site at VALR in Honolulu, Hawaii during June 14-16, 2016.

Regional Office and park staff were able to quickly compile a large set of documents, files, emails and trip reports relevant to the project and tasks. Given the quick turnaround in assembling the incident review team and conducting the review, additional documents were identified throughout the review and shared with the team and advisors. These documents were helpful in providing an overall picture of some of the deficiencies in how Section 106 Compliance was handled by the park as it relates to this project.

Over the three days, the team interviewed 13 current and former park and regional office staff. The interviews were meant to gain insights into each interviewee's role in the project, their perspectives on how the situation developed, their ideas on where processes failed and what lessons they learned. Each interviewee offered unique thoughts on the situation as it evolved. On June 16, an out-briefing was held with the Directorate and the current park superintendent that outlined tentative observations and potential recommendations.

During the next few weeks, review team members compiled notes and observations from the visit, conducted additional interviews, re-contacted original interviewees for clarifications, reviewed additional documents and fact checked items in this report. Relevant park and regional office staff were given the opportunity to review several draft reports and their edits are reflected in this report.

DEFINITIONS

For the purposes of this document, the following definitions apply in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (1995). The four treatment approaches are Preservation, Rehabilitation, Restoration, and Reconstruction, outlined and explained:

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction.

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Reconstruction is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

CHRONOLOGY

Below is a chronology of documents and events associated with NPS management of the Ford Island Bungalows, mostly after the monument was created in 2008.

- 2002 – National Park Service condition report on CPO Bungalows
- 2005 – Historic American Building Survey (HABS) documentation of Ford Island Bungalows
- 2009 – HPTC update of condition report on CPO Bungalows
- 2009-12 NPS spent \$337,540 to stabilize the CPO Bungalows (the majority spent on Bungalows #29 and 90)
- 2011 – Mason Architects (a local Hawaii firm) report Historic Structure evaluation
- 2012 – NPS Rehabilitation of CPO Bungalows Environmental Assessment
- 2012 – Development and signing of Programmatic Agreement with SHPO regarding rehabilitation of the CPO Bungalows
- 2013-15 Development of Project Management Information System (PMIS) project statements on CPO Bungalows; CPO Bungalow #28 Rehabilitation Project is approved and prioritized for funding in FY15 as part of the PWR FY13-15 funding plan for the Cultural Resources Preservation Program Project funds.
- 2015 – Rehabilitation of CPO Bungalow #28 through Cultural Resources Preservation Program (CRPP) receives funding (\$485,000)
- 2015 (March-May 2015) development of Summary of Work on CPO Bungalows
- 2015-2016 (October-June) contractor work onsite at the project.
- 2016 (May) PWRO Cultural Resources Chief visits site and determines the project was not rehabilitation but a demolition/rebuild project

SECTION 106 COMPLIANCE

As noted above, VALR was established in 2008. No additional funding was provided to the park to take on the new responsibilities added as part of the monument designation, including base or operational funds to care for the CPO Bungalows. Previously, park staff were responsible for managing a visitor center and boat tours of the Memorial. The memorial was and is a busy site with roughly 1.5 million visitors annually. Also at that time, the park visitor center was being replaced, which was a \$56 million partnership project, and was opened in 2010. The addition of the six Ford Island CPO Bungalows increased the number of historic buildings the park was expected to manage and maintain (Note: the park owns and manages the USS *Arizona* Memorial structure; while the Navy owns the USS *Arizona* shipwreck as an NHL and the park manages it including archeological monitoring of the ship wreckage for the Navy). The park

cultural resources program up to that point was largely focused on collections management, history, and underwater archeology. Cultural resources staffing and the breadth of professionals were not changed, staff training was inadequate and mentoring did not occur to reflect the addition of the new historic building stewardship responsibilities. Some staff did not understand the commitment that the NPS made by including these resources in the newly created park, nor the lengths to which it was obligated in providing for their preservation.

The PA with the SHPD and ACHP regarding the rehabilitation of the historic CPO Bungalows was signed in January, 2012. The rehabilitation of Bungalow #28 was the first project as part of the undertaking. Bungalow #28 was a small (approximately 990 sf) single-wall structure, with exterior board and batten and a hipped roof finished with asphalt shingles. Most of the windows were 1 over 1 double hung wood sashes, with the exception of one pair of 1 over 1 casement and one jalousie window.

The project was funded in fiscal year 2015. The Summary of Work for the project was developed between March and May 2015. During that time, several staff changed in and around the park. There was a transition in superintendents in May 2015. An acting superintendent was in place for four months and the new superintendent arrived in October 2015. The previous superintendent had a keen interest in all facets of the project including Section 106 Compliance and development of the Summary of Work for the project. He was engaged in the CPO Bungalow #28 project because he understood that it was a major undertaking for the park and was a large and important project. At the same time, the Pacific West Regional Office Cultural Resources staff person, who was available to advise parks with their Section 106 Compliance when requested, had been on a detail since October 2014 and unavailable. She resigned her position in May 2015 to pursue a new opportunity within NPS. After the departure of the superintendent in May 2015, the park Section 106 Compliance coordinator did not fully comprehend the requirements of the Programmatic Agreement in order to enforce its stipulations. A term staff historical architect, funded through the cultural cyclic maintenance program in the regional office had provided limited assistance on Section 106 Compliance and Summary of Work development for the project but he left that assignment in March 2016.

As noted above, at the same time the park received the funding for the stabilization project on Building #28, the park also underwent a transition in staffing and responsibilities that seems to have left the project management responsibilities as well as the implementation of the terms of the 2012 Programmatic Agreement for the project ambiguous. These staffing changes were compounded by the fact that there was no clear transition in the handoff of responsibilities for the project and a lack of full comprehension of the requirements associated with Section 106 oversight. The remaining staff were three years removed from the execution of the 2012 Programmatic Agreement and new staff may or may not have been aware of the documents existence or understood its requirements.

There seemed to be a fundamental misunderstanding about when and how Section 106 Compliance should have been done. Before the previous superintendent left, there was an

effort to meet with SHPD staff regarding the Summary of Work for the project. This meeting did not take place and apparently no section 106 consultation occurred prior to letting the contract to implement the project. Because of this “perfect storm” of staffing transitions, there was a general lack of knowledge about the requirements of the Programmatic Agreement and what the agreement document obligated NPS to do. These requirements were not accurately reflected in the Summary of Work. As a result, no one knew the status of the Section 106 process or ensured that the terms of the 2012 Programmatic Agreement were successfully carried out. The Programmatic Agreement has a stipulation that requires consultation if a project will adversely affect the bungalows, so given the Summary of Work, which was not a rehabilitation project and would result in an adverse effect, the requirement for consulting further with consulting parties was violated. Staff generally assumed that Section 106 Compliance had been completed on the project and that no further consultation was necessary, when in fact the 2012 Programmatic Agreement specified an iterative, collaborative process. The NPS Planning, Environment, and Public Comment (PEPC) system, a web-based database of projects and activities to support NPS project planning, compliance tracking, comment analysis and response, as well as public communication efforts was not utilized in this effort.

As evidenced in the chronology above, many reviews and documents had been developed in a piecemeal way regarding the Ford Island CPO Bungalows. Decisions related to rehabilitation and projects were developed in a somewhat random and opportunistic way as funding became available. A more holistic, cultural landscape-wide approach would have been advantageous in assessing the relative condition of the structures, the potential opportunities in the aggregate and developing an overall strategy for stabilization and/or rehabilitation. In fact, this approach is what Stipulation I of the 2012 Programmatic Agreement committed NPS to doing.

During the interviews the team conducted, several staff described the CPO Bungalow #28 project as a hazmat site with termites, asbestos, rat feces, insects, canec/arsenic, black mold and lead-based paint. The buildings had also been sealed for many years. Staff have stated that the Navy reportedly used the structures for fire training and sprayed water in and on them in the period prior to transfer of the structures to the National Park Service. Staff on the ground and the contractor anecdotally reported little intact original historic fabric remaining, contrary to the HPTC and Mason Architects reports. Undoubtedly additional deterioration occurred in the time after these reports were completed while the National Park Service controlled the buildings.

Through the interviews, it became clear that several staff at VALR, when given the additional responsibilities for the CPO Bungalows, felt that, in light of the conditions described above and the condition of the structures today, rehabilitating, managing, and maintaining the buildings would be a significant challenge given their other duties and the park’s extremely high visitation levels. The previous superintendent had taken lead responsibilities for the CPO Bungalow #28 rehabilitation project, while other park staff were not necessarily knowledgeable about the day-to-day project specifics. NPS had one of its most experienced project managers on the actual construction project. The contractor selected to work on the project performed well and

implemented the project according to the Summary of Work and specifications. Both the project manager and the contractor had been told and assumed that Section 106 Compliance for the project had been completed. Unfortunately this Summary of Work was more oriented towards demolition/rebuilding than rehabilitation, and did not fulfill the requirements of the executed 2012 Programmatic Agreement, which committed NPS to rehabilitating the CPO Bungalows and required consultation if actions were to adversely affect the resources.

FINDINGS

Summary

- The park had no clearly defined Section 106 Compliance program.
- The park Section 106 Compliance Coordinator was not involved in the development of the 2012 Programmatic Agreement and did not fully understand the requirements in the Agreement.
- The undertaking as defined in the Programmatic Agreement was changed leading to the demolition of CPO Bungalow #28.
- Stipulations in the Programmatic Agreement were not adhered to.
- There was a lack of staffing capacity at both the regional office and the park to ensure that there were checks and balances to ascertain that Section 106 Compliance was completed for the project and for review of CRPP funded projects under \$500,000.

The previous superintendent appears to have possessed some understanding of the park's Section 106 responsibilities but his staff did not. The park had a designated Section 106 Compliance Coordinator who, for reasons not clear, did not fully understand what the CPO Bungalow #28 project involved or the requirements of the 2012 Programmatic Agreement (despite being the 106 Coordinator and the Programmatic Agreement being a key 106 document one would assume the Section 106 coordinator would be familiar with). The park had a designated Section 106 Coordinator who was thus not properly trained and inexperienced in the role.

Other staff in and associated with the park with a more peripheral involvement in cultural resources projects (facility managers, contracting officers) would also have benefitted from additional 106 Compliance training.

At the point it became apparent that the project would not include rehabilitation of CPO Bungalow #28, the park did not re-initiate consultation with the SHPO, Historic Hawai'i Foundation and other consulting parties about the change to the undertaking and its potential to adversely affect the National Historic Landmark. At a minimum, the SHPO and the Advisory Council on Historic Preservation should have been notified of the project's modification and its potential to adversely affect the property.

Another key stipulation in the Programmatic Agreement was not implemented. Stipulation I.D. specifies "The NPS will have a cultural landscape treatment plan prepared for the CPO

bungalow neighborhood prior to implementing significant changes to the landscape.” This plan was never developed.

THE PROJECT SCOPE/SUMMARY OF WORK

In order to gain a better understanding of the complexities concerning not meeting the intent of the Programmatic Agreement requirements, it is important to review in detail the events surrounding the development of the Summary of Work for the project.

The project Scope/Summary of Work did not meet the intent of the programmatic agreement requirements. Initial scoping for the project’s Summary of Work, as found in the contract documents, occurred late March 2015 with a site visit by the project’s Contracting Officer’s Representative (COR), a civil engineer from the NPS Pacific West Regional Office, and park staff. Park participants as part of the Summary of Work team included the superintendent, the chief of resources (designated as the park’s 106 Compliance Coordinator), and the acting park facility manager. The Summary of Work was informed by information found in the Historic American Buildings Survey (HABS) No. HI-440 completed in July 2005 by the NPS Historic Preservation Training Center (HPTC), the “Evaluation of Historic Structures” by Mason Architects in 2011, and subsequent discussions with a multi-disciplinary National Park Service team. The project should have been guided by both an Environmental Assessment (2012) titled “Rehabilitation of Chief Petty Officer Bungalows on Ford Island,” and a Programmatic Agreement (2012) between the National Park Service, the Hawaii Department of Lands and Natural Resources Historic Preservation Division, which serves as the State Historic Preservation Office, and the Advisory Council on Historic Preservation. The team found the project was in fact guided by neither document.

Although this initial work scoped a project for Bungalow #32, at the advice of the superintendent, the project shifted to Bungalow #28 shortly before going to contracting in order to spend money allocated in the current fiscal year (2015). Funds for Bungalow #32 were programmed through the NPS Repair Rehab Program, and Project Management Information System (PMIS) statement in place, for the following year. It was the superintendent’s contention that work for Bungalow #28 was probably very similar in nature to the work that was needed for Bungalow #32. He also stated in an email that “the specs might be a little different, but really, the level of attention needed for all of these buildings is so great that whatever specs are drawn up for the contract will require some level of ‘design/build’ discussion.” It was obvious too, that the superintendent was under great pressure to spend the allocated funds available in the current fiscal year.

Although the condition of Bungalow #32 versus that of Bungalow #28 may have been debatable, the Mason Architects condition assessment and accompanying photographs gave considerable evidence that Bungalow #28 was in better condition. Two people interviewed and familiar with the two structures said that Bungalow #28 was in the best condition of the six bungalows.

An earlier condition assessment done the NPS in September 2002, ranked the deterioration of the bungalows studied from worst to best. The ranking of the CPO Bungalows was as follows: #32 - #31 - #29 - #28 - #90. (Bungalow #68 was not assessed most likely because it was part of the original neighborhood and located to the west of these five). The assessment focused attention on Bungalow #32, believing it to be in the most advanced state of deterioration. The assessment states that the other bungalows shared the same deficiencies but to a lesser degree. A recommendation from the assessment states that “on paper, the deficiencies of Bungalow #32 paint a bleak picture. But there is enough of the original structure standing to make it worth salvaging. Also, this type of structure is not difficult to repair.” The assessment recommended rehabilitation as the preferred treatment for all bungalows.

The following notes are excerpts from the March site visit provided by the COR and illustrate the scoping team’s proposed direction for the project:

- The contract will include the removal of all vegetation within 3 feet of the bungalow (not including the one King Palm); select demolition of the existing bungalow concrete pile foundation work; ground termite treatment; reconstruction of the building floor, exterior walls, doors, windows, and roof; exterior finishes; new stairs/ABAAS compliant ramp; new interior wall framing; and sub-outs for water, fire, sewer, power, and telecom.
- For exterior walls, lumber will be nominal to match existing, as opposed to dimensional lumber.
- For structural lumber, determine if members can be upsized if original was structurally inadequate.
- For interior walls, determine if metal studs are allowable under adaptive reuse.
- For roof, determine if same cedar shingles used on Bungalow #90 need to be used.
- Contract will also include hazardous materials abatement for canec in ceiling and possible mastic in floor tiles. Refer to HPTC report.
- Salvageable materials (lumber, fixture, window glass, etc.) will be stored, treated, and prepped by the park and used on either the next bungalow that receives work or consolidated for use on the last bungalow. Superintendent to consult with NPS/SHPD.
- Work will require archaeological clearance.
- The contract will not include interior finishes, restroom fixtures, kitchen fixtures, water pipe, fire protection sprinkler system, sewer pipe, electrical power and controls, telecommunications, security system, or utility connections. These scope items will be completed under a separate contract once the occupant has been identified.

A draft Summary of Work with request for comment was provided by the COR May 15, 2015 to the park, the project’s contracting officer, and at the request of the park superintendent, NPS Pacific West Regional Office cultural resource staff. The superintendent commented, and expressed his concerns as to how the project was being characterized in the draft. He suggested edits including the replacement of the word “demolition” with “stabilization”, “salvage” with “evaluation/reuse of historic elements” and “dispose” with “hazardous materials disposal”, believing that the “project should be presented as a historic preservation

project as opposed to a complete ‘trash and build’ project.” The COR’s response to the word changes were that “to a contractor, the specified work is not stabilization, it is various forms of demolition. . . . stabilization infers making the existing fabric stronger.” The COR goes on to say that “‘Reuse’ infers that the contractor will be reusing certain items, which we decided onsite cannot be done on the same bungalow in a feasible manner (time or \$\$).” Comments from a regional term staff historical architect included recommendations that door and window trim be “salvaged.” He questioned whether chair molding from the dining room and baseboards throughout could be “salvaged” as well. He also made recommendations for treatment of the steps and walkways and for the large earpod tree in the front yard of the structure. The contracting officer had no comments.

The Summary of Work that was developed by the NPS and that became part of the project’s contract documents and used in negotiation with the selected contractor, changed very little from the original draft. This Summary of Work, along with the contract specifications (no drawings were included), were submitted to the NPS contracting office to meet a June 6, 2015 deadline. The contract was awarded September 15, 2015. With this Summary of Work, the disposition of original building fabric fell into three categories – salvage, retain or dispose and were described as follows:

Salvage. Prior to the start of work, the NPS was to mark building materials without obvious damage to be reused for future work on other bungalows. It was understood that it would take significant time and extreme care to properly treat and prepare these building materials once removed by the contractor and that the responsibility to do so would be that of the NPS. Furthermore, it was stated that if the contractor believed that these “salvaged” building elements could be reused as part of the contract without increases to contract costs or performance period, the NPS would allow reuse “so long as its condition was (is) not deleterious to preservation and stabilization and they met (meet) the dimensional requirements required for rehabilitation as outlined. . . .” Salvageable elements were expected to include:

- Exterior wood ‘board and batten’ siding, girts, pier skirting boards, and pickets.
- Structural lumber such as posts, girders, beams, joists, and rafters.
- Roof sheathing.
- All glass exterior windows and window trim/casements.
- Exterior and interior doors and door trim/casements.
- Interior baseboards.
- Door, window, restroom and kitchen fixture “hardware” (only).

Retain. Building elements to be retained and repaired to be reused in-place included poured concrete pier foundation members, poured concrete pads, poured concreted walkways, poured concrete steps at the side entrance, and the clothesline (which was later removed from the contract).

Dispose. Original building fabric tagged for disposal that should have been further evaluated for retention in rehabilitation included interior tongue and groove ceiling and wall boards that were covered with canec panels.

Although far from the recognized treatment and definition of approach as found in *The Secretary of the Interior's Standards for the Treatment of Historic Properties*, the term "rehabilitation" was still being used to describe proposed work. Section 4 of the Summary of Work states that "the bungalow exterior shall be rehabilitated to the same footprint, dimensions, elevations, and appearance as the existing historic bungalow, and result in a complete, weather-tight building shell that can be finished for occupancy (at a later date)." Except for the retention in-place of some concrete foundation, stair, and walkway features, the remaining work was clearly to be a rebuild of the original structure. For building elements including structural members, siding, exterior doors, and exterior windows, the contractor was given the option of replacing with new or to reuse existing. The roof was to be new construction to match the original design. The interior walls were to be "framed (only) with 2x4 stud walls to match the existing interior floor plan layout." All utility connections were to be located in their previous locations, terminated in capped sub-outs inside the building, buried and capped in junction boxes outside the building for future service connections. It is also important to note that the following building elements were not included in the scope of work: insulation, interior doors, interior finishes (i.e., ceiling, walls, and flooring), interior painting, bathroom fixtures, kitchen fixtures, cabinetry, water and sewer plumbing, electrical wiring and controls, exterior gutters, and other miscellaneous interior finish work.

FINDINGS

Summary:

- Because the park did not have an established Section 106 Compliance program and a clear understanding of cultural resources management program principles, necessary professional expertise was not included in the project team developing the Summary of Work.
- There were no construction drawings developed for the project.
- The CPO Bungalows rehabilitation project was viewed as six individual projects instead of being considered as one undertaking.
- A completed Historic Structure Report would have informed the development of the Summary of Work and the entire CPO Bungalows undertaking.
- Park staff were under intense pressure to obligate funds and complete the project.

The project scope did not include the appropriate professional support required at critical times during project development. Though all very capable in their respective fields, the initial team that scoped the project demonstrated a lack of knowledge regarding the requirements of a rehabilitation project compliant with the Secretary's Standards and did not include a historical architect. The project would have greatly benefited from the assistance of an historical architect familiar with this project type from inception. It is clear that the project COR

anticipated receiving support from appropriate professionals at appropriate points in the project for both compliance and building related issues, but that support was not always forthcoming due to a lack of ownership of the Section 106 Compliance process by the park and lack of input from appropriate Regional Cultural Resources staff at critical points in project development. The regional program lost many of its professional staff around the time leading to the formulation of this project (from 2012-2014, five senior staff with knowledge of this project retired), so it is conceivable that the loss of cultural resources capacity led to this and other process failures surrounding the project. Ultimately, the decision to dispose of all building fabric except concrete foundation members, windows (not used in the final construction) and exterior doors, was contingent on the fact that no abatement plan was developed for the project that would have analyzed the potential reuse of historic fabric in-place. There was also no funding budgeted in the construction phase of the project to execute an abatement plan.

Projects of similar scope and complexity planned for and executed by the NPS would typically have some form of construction drawings done in advance as part of the project construction documents to guide work formulated by a staff person with a background in historic preservation. At the least, they would include existing condition drawings that would document a building's condition prior to rehabilitation. Such drawings would identify sound and significant building material that would be retained and document the need for abatement of hazardous materials. This didn't happen perhaps because the project team was unfamiliar with the process to properly plan for and execute a compliant rehabilitation project. Possibly a more direct cause of the failed process was that funding for the project (Cultural Resources Preservation Program – CRPP) had to be obligated in a one-year cycle. This was not enough time to do the necessary research and design or to properly implement a construction project that would have resulted in a successfully rehabilitated structure. This project would have benefited greatly from construction drawings done by a professional experienced with this type of project and that provided an extensive condition assessment that correctly illustrated where historic building materials could have been retained in place or salvaged for reuse.

As envisioned in the Environmental Assessment and Programmatic Agreement for the project, the rehabilitation of Bungalow #28 was to be the first phase of a much larger project, the ultimate preservation and rehabilitation of the Chief Petty Officer bungalows and grounds on Ford Island. As initially scoped, the project under review may not have been expected to reach the cost threshold that would have required Regional NPS Development Advisory Board (DAB) review, but the larger project certainly would have. The COR for the project suggested such a review should take place. Greater consideration should have been given to seek this review. The project would have certainly benefited, possibly leading to the avoidance of problems that ultimately arose in execution of the work.

Ideally, and in line with NPS policy, a Historic Structure Report (HSR) would have been (would be if used as recommendation) done to guide the proposed work. And, because of the documented and varied condition of the six bungalows, and the desire to preserve them all in the landscape, doing a single HSR for all six structures would have been ideal. It is understood

that the treatment recommendations will be varied based on the condition and feasibility of retaining significant building fabric on the individual bungalows. This comprehensive approach would provide the most potential for maximizing retention of significant historic fabric, and provide alternate treatment recommendations where fabric condition does not warrant retention. Such an approach would have great potential in providing a cohesive and compliant final design for the entire site. This document could also serve as a compliance vehicle in meeting Section 106 and other regulating criteria.

All of the concerns stated above, in some way or another, relate to the fact that there was great pressure to obligate project funds to meet program requirements in a timeframe that was not realistic. If proper time was taken to ensure that adequate planning measures were in place to guide work, and a full complement of professionals participated in the team, the potential for a successful and compliant project would have significantly increased. Certainly the three-year gap between execution of the Programmatic Agreement and obligation of funds was sufficient time to complete at least some of the recommended tasks and stipulations in the Programmatic Agreement.

RECOMMENDATIONS

ACTION	RESPONSIBLE PARTY	START DATE
The VALR superintendent will reinitiate consultation with the SHPO and the other consulting parties pursuant to the 2012 Programmatic Agreement for all work involving the Ford Island CPO Bungalows, and work to identify process deficiencies and to avoid potential adverse effects that may result for any work associated with the other five buildings. The WASO Section 106 Compliance Officer and the Regional Section 106 Compliance Coordinator will work with the park to develop an amendment to the 2012 Programmatic Agreement and Environmental Assessment, if needed.	Superintendent, PWRO Section 106 Coordinator, WASO Section 106 Compliance Officer PWRO NHL Program Manager	Immediately
Until the park can demonstrate its capability to handle compliance with the National Historic Preservation Act Section 106, as determined by the regional Chief of Cultural Resources (up to a 1-2 year cycle to demonstrate competence), all such compliance activities at the park will be reviewed by the regional Section 106 coordinator and approved by the regional Chief of Cultural Resources	Superintendent, PWRO Section 106 Coordinator, PWRO Chief of Cultural Resources	Immediately
Until the park can demonstrate its capability to handle compliance with the National Historic Preservation Act Section 110, as determined by the regional Chief of Cultural Resources (up to a 1-2 year cycle to demonstrate competence), all such compliance activities at the park (including responsibilities at HONO) will be reviewed by the regional Section 110 coordinator and approved by the regional Chief of Cultural Resources.	Superintendent, VALR Chief of Cultural Resources, PWRO Chief of Cultural Resources	Immediately
For the purposes of ongoing review and in consideration of the regional and national Development Advisory Boards, the CPO Bungalow rehabilitation project will be viewed as one project with six components.	All	Immediately
All new PWR Superintendents shall receive Section 106 Compliance training (including the Secretary of the Interior's standards) within a year of their new assignment. A combination of two methods are available: 1) take the online training for the 2008 PA, which is located at URL: https://www.nps.gov/history/howto/PAToolkit/index.htm and is entitled: Nationwide Programmatic Agreement for Section 106 of the National Historic Preservation Act	PWRO Cultural Resources Management (CRM) Division, PWR Cultural Resources Advisory Committee, PWRO Section	Immediately

Toolkit; and, 2) take a basic one day Section 106 class or a basic two day NEPA/106 class through: a) a regional NPS training course; b) courses offered nationally by the National Preservation Institute (NPI); or c) courses offered nationally by the Advisory Council on Historic Preservation. Until new superintendents have received this training, they will not be allowed to approve projects for Section 106 without consultation with and approval by the PWRO Regional 106 Coordinator and PWRO Chief of Cultural Resources.	106 Coordinator, PWRO Chief of Cultural Resources	
At VALR, the park Section 106 Compliance Coordinator will attend training and be mentored on these responsibilities, including use of the PEPC system.	PWRO Chief of Cultural Resources	Immediately
Provide training opportunities on Section 106 Compliance for disciplines outside of cultural resources management who are associated with projects affecting cultural resources, such as contracting and facility management staff. This training can be accomplished by staff taking advantage of the courses offered by the PWR's current 106 training program or through additional courses developed for non-cultural resource professionals as needed.	PWRO Cultural Resources Management (CRM) Division, PWR Cultural Resources Advisory Committee	June 1, 2017
Develop Standard Operating Procedures for Section 106 Compliance for all parks to use and similar or the same guidance for the use by contracting and facility management staff	PWRO CRM Division, CR Advisory Committee	Immediately
VALR (and all PWR parks) must demonstrate that they have a clear and recognizable process in place for Section 106 compliance. The PWRO Cultural Resources Division and Cultural Resources Advisory Committee will develop standards for and review each park's Section 106 Standard Operating Procedures, based on the standards developed for VALR.	PWRO CRM Division, CR Advisory Committee	Immediately
Develop funding proposals for additional immediate emergency stabilization of the remaining five CPO Bungalows, noting that Stipulation I.C. of the 2012 PA obligates NPS to "continue to implement stabilization efforts on the bungalows to avoid further deterioration." Proposed work should lead to a maintenance level condition for the remaining bungalows and be done by someone who meets the Secretary of the Interior Standards for Historical Architecture. Given the	Superintendent, PWRO Cultural Resources Management (CRM) Division, PWR Cultural Resources Advisory Committee	Immediately and for next Servicewide Comprehensive Budget Call

emergency nature of the situation, consideration of redirecting other VALR funds or looking at other fund sources should be given.		
A PMIS project statement will be developed and funding sought for a Historic Structures Report for the project covering all six buildings prior to proceeding with future work beyond stabilization activities.	Superintendent, PWRO Cultural Resources Management (CRM) Division, PWR Cultural Resources Advisory Committee	For next Servicewide Comprehensive Budget Call
As called for in the 2012 Programmatic Agreement, develop a funding proposal for a cultural landscape treatment plan for the CPO Bungalow neighborhood prior to implementing significant changes to the landscape.	Superintendent, PWRO Cultural Resources Management (CRM) Division, PWR Cultural Resources Advisory Committee	For next Servicewide Comprehensive Budget Call
Revise regional funding guidance for Cultural Resources-ONPS funding to include restrictions to projects that have the potential to affect historic resources to ensure compliance is carried out before the funding is released. As part of PWR Cultural Resources Advisory Committee project review and priority setting, any cultural resources project with a dollar threshold over \$200,000 or involves a contributing structure in a National Historic Landmark will be reviewed, in consideration of attaining complete Section 106 compliance, clarity of responsibilities, and accurate project description. Funding will not be approved until effective Section 106 compliance is demonstrated.	PWRO Cultural Resources Management (CRM) Division, PWR Cultural Resources Advisory Committee	Immediately

APPENDIX 1

Project Agreement

Incident Review of Adverse Effect to CPO Bungalow #28 World War II Valor in the Pacific National Monument

Background

On December 5, 2008, a presidential proclamation established World War II Valor in the Pacific National Monument (VALR). The new monument embraced nine historic sites located in Alaska, California, and Hawaii that commemorate various aspects of the war in the Pacific. Five of these sites were at Pearl Harbor and included: the USS ARIZONA Memorial and Visitor Center, the USS UTAH Memorial, the USS OKLAHOMA Memorial, the mooring quays F6, F7, and F8, which constituted part of Battleship Row, and the six Chief Petty Officer (CPO) Bungalows on Ford Island. With the establishment of the monument, the responsibilities of the National Park Service (NPS) expanded noticeably at Pearl Harbor from managing the operations of the USS ARIZONA Memorial and Visitor Center, which it had done since 1980 through an agreement with the Navy, to owning and managing historic resources within a new park unit.

In 2009, as part of its new focus, the NPS first turned its attention to caring for the bungalows on Ford Island. The CPO Bungalows, built in the early 1920s and 1930s, once housed the Chief Petty Officers (CPO) during the attack on Pearl Harbor on December 7, 1941 and throughout WWII, their historical significance recognized by their inclusion as contributing resources to the U.S. Naval Base Pearl Harbor National Historic Landmark. At the time the Park Service took ownership of the buildings, they were in poor condition and in need of repairs, and the agency carried out projects to fumigate the buildings to kill termites, conduct emergency repairs to roofs, windows and other features, and to brace the structures to stabilize and prevent them from collapsing. By 2012, the NPS had completed many of its initial repairs, in particular for Bungalows#29 and #90. Meanwhile, it had also undertaken a broader planning effort for the area. In January 2012, it executed a Programmatic Agreement (PA) with the Hawaii State Historic Preservation Division and the Advisory Council on Historic Preservation regarding the preservation of the historic CPO Bungalows. Two months later, the NPS released Rehabilitation of Chief Petty Officers Bungalows on Ford Island: Environmental Assessment (March 2012) to inform efforts to preserve, rehabilitate and restore the six CPO bungalows on Ford Island. The Environmental Assessment's preferred alternative was to preserve the bungalows with a combined visitor and administrative focus, and the purpose the PA was to guide the consultation process for the preferred alternative under Section 106 of the National Historic Preservation Act (NHPA).

As part of this preservation effort, the NPS received funding in 2015 to carry out a project on CPO Bungalow #28. Like the other CPO Bungalows located on Ford Island, it is a contributing resource to the U.S Naval Base Pearl Harbor NHL. When completed in May of 2016, however, the project resulted in the demolition and disposal of Bungalow #28 with the exception of some windows, which were salvaged, and the concrete foundation. (The windows have lead paint and

are in need of abatement). A new building of similar footprint and character was constructed on top of the foundation using contemporary building methods (stud-wall construction finished on the exterior with plywood and vertical wood strips to simulate board and batten, vinyl windows). Inside the building, interior partitions were framed but not finished. This adversely affected the integrity of the resource and the surrounding neighborhood through the removal and physical destruction of the property and through the additional work that was completed without adhering to the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR part 68) and applicable guidelines. Moreover, the NPS did not consult with the Hawaii State Historic Preservation Officer (SHPO) and other consulting parties about the project, as required under Section 106 and the project PA.

Purpose & Objectives

NPS management wants to understand why the loss of the historic structure occurred from both a process and behavioral point of view. The Regional Director has identified a review team to examine the circumstances and develop recommendations and corrective actions as a follow up to this adverse action.

The review team will accomplish the following objectives:

4. Review and analyze existing documentation and conduct oral interviews regarding the incident to inform future positive actions and to be considered as "lessons learned"
5. Identify and evaluate decision-making structures, points of process failure and roles at the park and regional office, and provide recommendations for enhancing transparency, clarity, and candor.
6. Evaluate park and regional office programs against the national requirements and best practices for carrying out responsibilities under Section 106, and identify recommendations for addressing deficiencies, improving staff capacity (e.g. through training and mentoring) and enhancing overall effectiveness.

Key Tasks

To accomplish the objectives of the review, the team will perform the following tasks:

7. Establish a chronology of events from the inception of the project, to funding, to compliance to execution of project.
8. Review and analyze a body of documentation and oral interviews to determine areas of strengths and weaknesses in communication, leadership, supervision, and cultural resource compliance program execution.
9. Identify process vulnerabilities and propose solutions.
10. Conduct telephone and face-to-face interviews with current and former park leadership, regional program leads, WASO staff, and other key stakeholders to further examine findings and potential recommendations.

11. Collect and analyze data from key systems, including cultural resource program management, facilities, park leadership team, and communications
12. Produce a written report by June 30, 2016, that summarizes key findings and recommendations for achieving objectives.

Team

George Turnbull, Management Analyst, PWR
Jeffrey Durbin, Section 106 Compliance Officer, National Park Service, Washington
Hank Florence, Historical Architect & Historic Preservation Partnerships Manager, PWR

The team will be on site at VALR from June 14-16, 2016.

Advisers

Sande McDermott (Retired), Deputy Associate Director for Cultural Resources, Partnerships and Science, National Park Service, Washington

Grant Crosby, Historical Architect, Cultural Resources Program, AKR

Approval

**NATIONAL PARK SERVICE
PACIFIC WEST REGIONAL OFFICE**

Laura E. Joss
Regional Director
Pacific West Region

6/13/2016
Date

APPENDIX 2

PROGRAMMATIC
AGREEMENT
BETWEEN THE NATIONAL PARK SERVICE, WWII VALOR IN THE PACIFIC
NATIONAL MONUMENT, THE HAWAII STATE DEPARTMENT OF LAND AND
NATURAL RESOURCES,
HISTORIC
PRESERVATION
DIVISION,
AND THE ADVISORY COUNCIL ON HISTORIC
PRESERVATION REGARDING
REHABILITATION OF THE HISTORIC CHIEF PETTY OFFICE BUNGALOWS ON
FORD ISLAND WWII VALOR IN THE PACIFIC NATIONAL HISTORIC MONUMENT,
HONOLULU COUNTY, HAWAII

January 17, 2012

WHEREAS, the Chief Petty Officer (CPO) bungalows on Ford Island are managed by the National Park Service (NPS) as a part of the WWII Valor in the Pacific National Monument (the Park); and

WHEREAS, the CPO bungalows are listed on the National Register of Historic Places and contributing features to the Pearl Harbor National Historic Landmark; and

WHEREAS, the Superintendent is the responsible agency official for purposes of compliance with Section 106 of the National Historic Preservation Act as defined in 36 CFR 800.2 and is accountable to the Regional Director for full performance of Section 106 compliance through the NPS Management Policies, and procedures for performance and program evaluation; and

WHEREAS, the NPS proposes to preserve, rehabilitate and restore the six CPO bungalows on Ford Island (Undertaking) in phases for use by visitors and park administration; and

WHEREAS, a preferred alternative -- Preservation of CPO Bungalows with Combined Visitor and Administrative Focus -- for the Undertaking was identified in the *Preservation of Chief Petty Officer Bungalows on Ford Island Environmental Assessment* (2011) based on the analysis of environmental consequences; and

WHEREAS, the Park has determined that the Area of Potential Effect (APE) for the Undertaking, as defined in 36 CFR Part 800.16(d) of the Advisory Council on Historic Preservation regulations, is the Belleau Woods neighborhood including CPO bungalows #28, 29, 31, 32, 68 and 90. This area is within the WWII Valor in the Pacific National Monument boundary on Ford Island. A map of the APE is attached to this agreement;

and

WHEREAS, the Undertaking will be implemented in phases as funding becomes available, and the first phase will stabilize the buildings to avoid further deterioration; and

WHEREAS, the NPS, through contract with Mason Architects, Inc., has an *Evaluation of Historic Structures, CPO Bungalows, USS Utah Memorial, USS Arizona Memorial and Mooring Quays, WWII Valor in the Pacific National Monument* (2011) to guide the preservation and rehabilitation efforts; and

WHEREAS, the NPS has determined that the Undertaking may have an effect on the character of the historic CPO bungalows; and

WHEREAS, the Park has consulted with the Hawaii State Historic Preservation Division (SHPD) pursuant to 36 CFR part 800, the regulations implementing Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f); and

WHEREAS, the NPS has invited the ACHP to participate in this programmatic agreement pursuant to 36 CFR Part 800.6(a)(1)(C)(iii), and ACHP has agreed to participate; and

WHEREAS, the Park has notified and invited: Historic Hawaii Foundation (concurring party), National Trust for Historic Preservation, Joint Base Pearl Harbor Hickam, Pearl Harbor Historic Sites, Mason Architects and state and local elected representatives to participate in the Section 106 review of the Undertaking; and

WHEREAS, the parties listed above, in addition to the signatories, are considered consulting parties and will have opportunities to participate in continued consultation pursuant to this agreement as the Undertaking is implemented in phases; and

WHEREAS, the public was informed of the Section 106 review of this Undertaking and provided an opportunity to comment on historic preservation issues during the public comment period for the Environmental Assessment; and

WHEREAS, the purpose of this Programmatic Agreement is to ensure continued compliance with the NHPA, Section 106, whereby the NPS will carry out consultation for each phase of development and, prior to any effort that may directly or adversely affect the site, shall to the maximum extent possible, undertake planning and action as may be necessary to minimize harm and shall afford the Hawaii SHPD a reasonable opportunity to comment, respectively; and

WHEREAS, the definitions of 36 CFR 800.16 are applicable throughout this Agreement;

NOW, THEREFORE, the NPS and the Hawaii SHPD agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account foreseen and unforeseen future effects to historic properties.

I. STIPULATIONS

The National Park Service (NPS) will ensure that the Undertaking will be carried out in compliance with the stipulations set forth in this Programmatic Agreement, with the goal of maximum preservation:

- A. The NPS shall consult with the SHPD in carrying out the terms of the Agreement. Such consultation may include but not be limited to:
 - Written correspondence
 - Conference calls
 - Face-to-face meetings
 - Field visits
- B. The SHPD agrees to respond to requests for review within thirty days (30) of receipt of compliance documentation. If no response is received within thirty (30) days of receipt, NPS may assume concurrence with its findings, conclusions and/or recommendations.
- C. The NPS will continue to implement stabilization efforts on the bungalows to avoid further deterioration of the structures.
- D. The NPS will have a cultural landscape treatment plan prepared for the CPO bungalow neighborhood prior to implementing significant changes to the landscape.
- E. All future phases of preservation and rehabilitation efforts in the Undertaking will be designed by NPS with the intent of avoiding adverse effects to the CPO bungalows and the NHL. The following treatments will be applied when feasible to avoid potential adverse effects:
 - 1. NPS will assure that all significant features of the CPO bungalows that need to be replaced will be replaced-in-kind. Original features will be photographically documented before work is initiated.
 - 2. Contractors will be required to preserve significant historic features as much as practicable.
 - 3. Whenever possible, missing historic features will be reconstructed.
 - 4. An archeologist will monitor major ground disturbing activities to ensure avoidance of any potentially significant archeological resources.
- F. For each future phase of the Undertaking, NPS will apply the provisions of the Servicewide Programmatic Agreement (PA). If the phase qualifies for Streamlined Review, then NPS will document the phase in accordance with the Streamlined Review stipulations in the PA. If the phase does not qualify for

Streamlined Review or may adversely affect historic properties, then the NPS will consult with the SHPD and other consulting parties in a manner consistent with 36 CFR § 800.6 to evaluate alternatives to minimize or mitigate such adverse effects. NPS shall document the resolution of adverse effects for the phase of the Undertaking in a treatment plan by mutual agreement with the SHPD.

II. UNANTICIPATED DISCOVERIES

- A. If previously unidentified historic properties are identified during the Undertaking, then project implementation will cease in that area and the SHPD and other consulting parties notified.
- B. NPS, in consultation with the SHPD, shall evaluate the historic properties to determine if they meet the National Register criteria and shall request SHPD concurrence. The SHPD has 30 days to review and respond to the request (36 CFR 800.3(C)(4)).
- C. The NPS will consult with the SHPD and other consulting parties regarding its consideration of feasible measures to avoid, minimize, or mitigation adverse effects to historic properties in accordance with 36 CFR § 800.13, and, if the discovery contributes to the NHL, 36 CFR § 800.10.
 - a. If appropriate, archeological treatment plans will be developed in consultation with SHPD and other consulting parties. The plans will describe protection measures for affected archeological features, relevant research questions to be answered, methods for data recovery, monitoring during construction, responsibilities and coordination, and the interpretation and curation of recovered materials.
- D. In the event that human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during project implementation, work on the project will be suspended until their appropriate disposition is determined under the provisions of NAGPRA and other appropriate federal and state laws and regulations.

III. DISPUTE RESOLUTION

- A. Should either Signatory Party to this PA object at any time to the manner in which the terms of this PA are implemented, or to any documentation prepared per and subject to the terms of this PA, the parties will immediately proceed to consult for no more than thirty (30) days thereafter to resolve the objection.
- B. If at the end of the 30-day consultation period, the Signatory Parties determine that the objection cannot be resolved through such consultation, the NPS will forward all documentation relevant to the objection to the Advisory Council on Historic Preservation per 36 CFR §800.2(b)(2). Any comments provided by the Council within 30 calendar days after its receipt of all relevant documentation, and all other comments received, will be taken into account by NPS in reaching a final decision regarding the objection.

- C. NPS will notify the Hawaii SHPD in writing of its final decision within fifteen (15) calendar days after it is rendered. NPS shall have the authority to make the final decision resolving the objection.
- C. NPS may proceed with the portions of the Project that are not the subject of the dispute.

IV. AMENDMENT AND TERMINATION

- A. Any Signatory to this agreement may request that it be amended, whereupon the parties will consult to reach a consensus on the proposed amendment. Where no consensus can be reached, the agreement will not be amended,
- B. Any Signatory to this agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the signatories and concurring parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.
- C. In the event of termination, the NPS shall comply with 36 CFR Part 800, or the Servicewide Programmatic Agreement with regard to all remaining actions under this agreement.

V. DURATION OF THIS AGREEMENT

- A. The duration of this agreement shall be ten years from the date of final execution.
- B. Six months before the date on which the agreement will expire, the NPS shall notify Signatories of the impending expiration of the agreement. If the parties so choose, the agreement shall be extended for five additional years.
- C. If the Signatories do not agree to extend the agreement, the NPS shall comply with 36 CFR Part 800 or the applicable Servicewide Programmatic Agreement with regard to all remaining actions under this agreement.

VI. ANTI-DEFICIENCY ACT

All requirements set forth in the PA requiring expenditure of NPS funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. §1341). No obligation undertaken by NPS under the terms of this PA shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose. If NPS cannot perform any

obligation set forth in this PA because of unavailability of funds, that obligation must be renegotiated among NPS and the SHPD.

VII. EFFECTIVE DATE

Execution of this agreement by the NPS, SHPD, and ACHP and implementation of its terms evidence that NPS has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.