

Preserving America's Heritage

August 26, 2016

Ms. Jane Lehman
Regional Historic Preservation Officer
U.S. General Services Administration, Region 9
50 United Nations Plaza, Room 1430
San Francisco, CA 94102

Ref: *Proposed Transfer of the Research Vessel Polaris
Redwood City, CA*

Dear Ms. Lehman:

The Advisory Council on Historic Preservation (ACHP) has signed the Programmatic Agreement for the referenced project, *Programmatic Agreement by and among the United States of America Acting by and through its General Services Administration, the United States Geological Survey, the California State Historic Preservation Officer, and the Advisory Council on Historic Preservation, Regarding the Disposition of the Research Vessel Polaris (PA)*. By carrying out the terms of the PA, the U.S. General Services Administration (GSA) will fulfill its responsibilities under Section 106 of the National Historic Preservation Act and the ACHP's regulations. The PA will remain on file at our office.

We commend the GSA for working closely with U.S. Geological Survey, the California State Historic Preservation Officer, and the National Park Service to resolve adverse effects to historic properties. By copy of this letter, we have also notified Ms. Beth Savage, FPO, GSA, that this PA has been fully executed. If we may be of further assistance, please contact Ms. Kirsten Kulis, GSA Liaison, at (202) 517-0217, or via e-mail at kkulis@achp.gov.

Sincerely,

Tom McCulloch, Ph.D., R.P.A.
Assistant Director
Federal Property Management Section
Office of Federal Agency Programs

Enclosure

ADVISORY COUNCIL ON HISTORIC PRESERVATION

401 F Street NW, Suite 308 • Washington, DC 20001-2637

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PROGRAMMATIC AGREEMENT BY AND AMONG THE UNITED STATES OF AMERICA ACTING BY AND THROUGH ITS GENERAL SERVICES ADMINISTRATION, THE UNITED STATES GEOLOGICAL SURVEY, THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION REGARDING THE DISPOSITION OF THE RESEARCH VESSEL POLARIS

WHEREAS, this Programmatic Agreement (“PA”), inclusive of all attachments, is made as of this 26 day of August, 2016, by the U.S. General Services Administration (“GSA”), as lead agency, the United States Geological Survey (“USGS”), the California State Historic Preservation Officer (“SHPO”), the Advisory Council on Historic Preservation (“ACHP”) (all referred to collectively herein as the “Signatories” or individually as a “Signatory”), pursuant to Section 106 of the National Historic Preservation Act (“NHPA”) 54 U.S.C. § 306108, and its Section 106 implementing regulations at 36 CFR Part 800; and

WHEREAS, USGS is the federal agency that has administrative control, custody and accountability, on behalf of the United States, of the Research Vessel Polaris (“Polaris”) (“Historic Property”), personal property which is currently berthed at 597 Seaport Boulevard, Redwood City, CA; and

WHEREAS, the Polaris, originally constructed in 1927 and called the Pasada Manana, was acquired by USGS in 1966 to conduct research in and around the San Francisco Bay and the Polaris has reached its maximum capability for conducting science research for the USGS; and

WHEREAS, USGS has acquired a modern research vessel as a replacement for the Polaris; and

WHEREAS, USGS has informed GSA of its intent to dispose of Polaris and under the authority of 40 U.S.C. 503, USGS may exchange or sell the Polaris with the assistance of GSA in accordance with 41 CFR § 102-39, and with the proceeds going towards the purchase of a modern research vessel replacement; and

WHEREAS, the Polaris was individually listed on the National Register of Historic Places (“NRHP”) in 2015 (NRHP #15000100) under Criterion A (Historical Events) for its association with recreation/entertainment and science, and under Criterion C (Design and Construction) as a noteworthy example of a late 1920’s pleasure craft; and

WHEREAS, disposing of the Polaris is an undertaking (“Undertaking”) pursuant to 36 CFR §800.16(y); and

WHEREAS, the Area of Potential Effect (“APE”) for the Undertaking is the Polaris itself; and

WHEREAS, to avoid adverse effects to the Historic Property, USGS contacted the following organizations about acquiring the Polaris, but all declined: USGS California Water Science

Center, U.S. Coast Guard, San Francisco Maritime National Historic Park, Golden Gate National Recreation Area, Channel Islands National Park, Maritime Museum of San Diego, California State University Channel Islands, California Maritime Academy, The Potomac Association, Bay Ship and Yacht Company, and West Point Harbor; and

WHEREAS, none of the aforementioned organizations were identified by GSA as consulting parties, however GSA did additional outreach and identified the National Park Service (“NPS”) as a consulting party (“Consulting Party”); and

WHEREAS, GSA found that the Undertaking, which must occur without recordation of a historic preservation covenant, because there is no formal mechanism to record and enforce historic preservation covenants for personal property, constitutes an adverse effect to the Polaris pursuant to 36 CFR § 800.5; and

WHEREAS, pursuant to 36 CFR § 800.6, execution of the terms of this PA resolves adverse effects associated with this Undertaking; and

WHEREAS, in accordance with 36 CFR §800.6(a)(1), GSA consulted with the SHPO and has notified the ACHP of its adverse effect determination with specified documentation and the ACHP has chosen to participate in the consultation pursuant to 36 CFR §800.6(a)(1)(iii); and

NOW THEREFORE, the Signatories agree that the Undertaking shall be implemented in accordance with the following Stipulations to take into account the effects of this Undertaking on the Historic Property.

STIPULATIONS

GSA and USGS shall ensure that the following Stipulations are carried out:

I. Disposition of Polaris: GSA, in consultation with USGS, will dispose of the Polaris through the following process. The process will be sequential and documentation of the results of each step will be distributed by GSA to the Consulting Party via electronic mail. No provisions that impose historic preservation conditions or covenants will be required of any future owners of the Polaris.

- A. Public Sale: GSA will list the Polaris for sale at fair market value on GSAAuction.gov under authority of 41 CFR § 102-38. The Invitation for Bids (IFB) will include information about the Polaris’ listing in the NRHP and this PA. If no acceptable offer is received after the first fifteen (15) day sale period, GSA will relist on GSAAuction.gov for one additional fifteen (15) day period.
- B. Recycling with a commercial boat recycling company: USGS will pursue recycling options, which will include salvage of items pursuant to Stipulation II.A.a.
- C. Dismantling by a used boat dealer: USGS will have boat dismantled by a used boat dealer, which will include salvage of items pursuant to Stipulation II.A.a.

II. Mitigation: Mitigation procedures are as follows:

- A. Salvage: It is agreed that certain items from the Polaris have historical or educational value. These items may include, but are not limited to: original ship's wheel, porthole windows, brass lanterns, anchor, teak decking and trim. USGS will consult with SHPO to determine which items shall be salvaged from the Polaris and their method of disposal.
- a. Prior to disposal pursuant to I.B, or I.C: If no acceptable owner is found for the Polaris through public sale, USGS will notify SHPO that it intends to dispose of the Polaris by methods listed in Stipulation I.B, or I.C, and will submit to SHPO, for review and written approval, a list of items it intends to salvage from the Polaris and their disposition. If SHPO does not respond within fourteen (14) calendar days, USGS can assume concurrence with its salvage plan.
- B. HABS/HAER Documentation:
- a. USGS shall consult with NPS Historic American Building Survey/Historic American Engineering Record (HABS/HAER), Pacific West Region, 333 Bush Street, San Francisco, California to determine what documentation shall be required to record the Polaris as it currently exists.
 - b. Prior to disposition of the Polaris in accordance with any options in Stipulation I., USGS shall ensure that, unless otherwise agreed to by the National Park Service, all documentation is completed and accepted by HABS/HAER.
 - c. USGS shall ensure that copies of this documentation are sent, no later than six (6) months after the final disposition of the Polaris, to San Francisco Maritime National Historical Park, and the Library of Congress.
- C. Website:
- a. Concurrent with the disposition process outlined in Stipulation I, USGS will compile documentation and develop a website dedicated to providing the public with information on the history of the Polaris. Documentation may include; photographs, naval/architectural drawings, historical narrative, scanned copies of all the log books from 1966 to 2015, list of references for research papers with data collected aboard the R/V Polaris, or television show footage.
 - b. USGS will provide the website URL, links and search path to the SHPO for review and comment no less than forty-five (45) calendar days prior to the website posting. The USGS will incorporate the comments received from the SHPO into the final website posting.
 - c. USGS will post the website no later than six (6) months after the final disposition of the Polaris, and will provide notice of the posting to the Consulting Parties.
 - d. The website will remain active on USGS servers for no less than ten (10) years.

III. Dispute Resolution. If, prior to disposal, any Signatory objects to any actions proposed, or the manner in which the terms of this PA are implemented, over the duration of this PA, GSA shall consult with them to resolve the objection. If GSA determines that such objection cannot be resolved, GSA shall:

- A. Forward all documentation relevant to the dispute, including GSA's proposed resolution, to ACHP. ACHP shall provide GSA with its advice on the resolution of the objection

within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GSA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, the Signatories and the Consulting Party, and provide them with a copy of this written response. GSA will then proceed according to its final decision.

- B. If ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, GSA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GSA shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and Consulting Party to the PA, and provide them and the ACHP with a copy of such written response. GSA's responsibilities to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

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

V. Duration. This PA shall become effective immediately upon signature of all Signatories, and a copy filed with ACHP. This PA will expire on the date that the terms and conditions of the PA are complete. This PA shall expire if its terms and conditions are not carried out within One (1) Year from the date of its execution. Prior to such time, GSA may consult with the other Signatories to reconsider the terms of the PA and amend it in accordance with Stipulation IV.

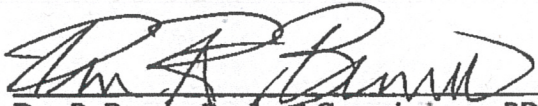
VI. Anti-Deficiency Act. The federal Signatories' obligations under this PA are subject to the availability of appropriated funds, and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. The federal Signatories shall make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the federal Signatories' ability to implement the stipulations of this agreement, USGS shall consult in accordance with the amendment and termination procedures found at Stipulations IV and VII of this PA.

VII. Termination. If any Signatory to this PA determines that the PA's terms will not or cannot be carried out, that party shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation IV. If within thirty (30) calendar days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the PA, upon written notification to the others. Once this PA is terminated, and prior to work continuing on the Undertaking, GSA must either (a) execute a subsequent PA pursuant to 36 CFR § 800.6; or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. GSA shall notify the Signatories of the course of action it will pursue.

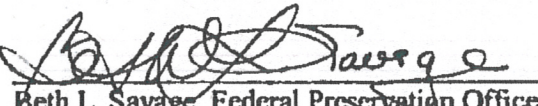
EXECUTION of the PA and implementation of its terms evidences that GSA has taken into account the effects of the Undertaking on the Historic Property and afforded the ACHP an opportunity to comment.

The parties hereto execute this PA on the dates hereinafter identified.


U.S. GENERAL SERVICES ADMINISTRATION

By: 
Date: 6/29/2016
Dan R. Brown, Regional Commissioner, PBS
for AUTHORITIES UNDER NHPA K06

By: WILLIAM SISK
Date: _____
Digitally signed by WILLIAM SISK
DN: c=US, o=U.S. Government, ou=General Services Administration,
cn=WILLIAM SISK, 0.9.2342.19200300.100.1.1=47001000011275
Date: 2016.07.01 11:22:15 -0400
William A. Sisk, Acting Assistant Commissioner,
Office of General Supplies and Services, FAS


By: 
Date: 6/20/2016
Beth L. Savage, Federal Preservation Officer

U.S. GEOLOGICAL SURVEY

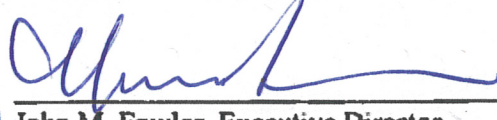
By: 
Date: 7/7/16
Deborah Stoliker, Assistant Chief,
National Research Program, Western Branch

By: 
Date: 7/8/2016
Steven Nagel, Federal Preservation Officer

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By: 
Date: 6 August 2016
Julianne Polanco

THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: 
Date: 8/26/16
John M. Fowler, Executive Director