



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of May 18, 2019

DATE: May 8, 2019

SUBJECT: Programmatic Agreement among the National Park Service, National Capital Planning Commission, County Board of Arlington County (through its Department of Parks and Recreation), District of Columbia State Historic Preservation Office, and Virginia State Historic Preservation Office, Regarding the Arlington County and Vicinity Boathouse.

C. M. RECOMMENDATION:

Authorize the County Manager or his designee to sign the attached Programmatic Agreement with the National Park Service, National Capital Planning Commission, District of Columbia State Historic Preservation Office, and Virginia State Historic Preservation Office for the purpose of developing a boathouse and related facilities on the Virginia side of the Potomac River, south and west of Washington D.C., on land administered by the George Washington Memorial Parkway.

ISSUES: There are no known issues related to the Programmatic Agreement at the date of this report.

SUMMARY: This is a request for authorization for the County Manager or his designee to sign a Programmatic Agreement (attached) with the National Park Service, National Capital Planning Commission, District of Columbia State Historic Preservation Office, and Virginia State Historic Preservation Office, regarding the development of the Arlington County and Vicinity Boathouse (described herein as the "Boathouse").

The National Park Service is completing the Environmental Assessment prepared pursuant to the National Environmental Policy Act (NEPA) to identify a preferred site for an environmentally sustainable public rowing and paddling facility along the Virginia shoreline, while ensuring the protection of park natural and cultural resources. The selection of a preferred site and construction of a boathouse is needed to meet the direction of Congress to provide enhanced public waterfront access near Arlington County, increase access along the Virginia shoreline for nonmotorized water-based recreational activities on the Potomac River, and alleviate pressure on other area boathouses, which are currently at maximum capacity. The signing of the PA by all the subject parties is one of the final steps of the NEPA process.

County Manager:

MJS / Muc

County Attorney:

33.

Staff: Marco Antonio Rivero, Department of Parks and Recreation

BACKGROUND: The National Park Service (NPS), in cooperation with Arlington County, has prepared an Environmental Assessment (EA) in accordance with the National Environmental Policy Act (NEPA) to evaluate the potential impacts associated with development of a boathouse and related facilities on the Virginia side of the Potomac River on parkland administered by George Washington Memorial Parkway.

Arlington County residents and three public high schools currently use area boathouses located in Washington, DC. The rowing conditions, potential conflicts with motorized watercraft, and travel times between Arlington County and the boat clubs make some of these locations less than ideal for the high school rowing programs and other community users. Some area boathouses have a two- to three-year waiting list for membership and an additional waiting list for storage space for a single scull. The selection of a preferred site and construction of a boathouse is needed to meet the direction of the U.S. Congress to provide enhanced public waterfront access near Arlington County. The construction of a boathouse facility is also needed to increase access along the Virginia shoreline for non-motorized, water-based recreational activities on the Potomac River and to alleviate pressure on other area boathouses, which are currently at maximum capacity.

The goal of the EA was to study the potential sites for a boathouse and determine a preferred alternative that is consistent with NEPA guidelines and the National Historic Preservation Act (NHPA), as well as NPS policies and mandates. The EA evaluated a no-action alternative, as well as three action alternatives for building a facility, which include indoor storage space and floating docks at three possible locations — two on the waterfront in Rosslyn near Key Bridge and one at Gravelly Point. Additionally, soft launches for small, non-motorized watercraft are being proposed for both Roaches Run Waterfowl Sanctuary and Riverside Park.

DISCUSSION: The County Board-adopted, 2019 Public Spaces Master Plan (PSMP) specifies as a priority action that the County shall, “*collaborate with the NPS to develop a boathouse for non-motorized boating and enhance access to the Potomac River. Improving connections to the Potomac River includes providing opportunities for boating activities as well as access to nature.*” (Priority Action 1.8.3.). The Boathouse project will consist of a low-impact, flood-resistant riverfront boat storage facility of approximately 14,000 square feet, a 300-foot-long floating dock for nonmotorized boats, and 300-foot-long access lane for emergency vehicles to be located on what is detailed in the Programmatic Agreement as the “*Lower Rosslyn*” site. The project also includes a support building that may house office space, locker rooms, restrooms, and space for education and outreach, a small parking area for visitors with disabilities and service vehicles, and an access road to be located on what is detailed in the Programmatic Agreement as the “*Upper Rosslyn*” site. The County Board adopted, Fiscal Year (FY) 2019-2028 Capital Improvement Plan (CIP) identifies 1101 Lee Highway, now known as 2105 N. Lynn St. (the County acquired this property in 2014) as the location for support facilities for the boathouse along the shoreline in Rosslyn (identified in the Programmatic Agreement as the “*Upper Rosslyn*” site). Construction of the boathouse and development of the support facilities at 2105 N. Lynn St. is beyond this ten-year CIP. Additionally, it is anticipated that there will be car-top access and soft launch points for paddle craft at Riverside Park in Fairfax County and Roaches Run in Arlington County (as shown within the Programmatic Agreement).

The Programmatic Agreement provides stipulations that will carry through the development of the Boathouse. It includes but is not limited to specifying NPS' efforts to minimize the project's adverse effect on historic properties; these efforts would be developed and reflected in the project's final design plans as they are developed. Furthermore, the Programmatic Agreement specifies mitigation efforts, design consultation parameters, archeological specifications and procedures, as well as administrative procedures.

PUBLIC ENGAGEMENT:

Level of Engagement: The National Park Service (NPS) was responsible for conducting the public engagement for the project. At the onset of this initiative, the County provided NPS a list of stakeholder organizations to contact regarding this effort.

Outreach Methods: As part of the development of the Boathouse EA, the NPS sought and considered the views of the public on this Project as evidenced by a public notice and public scoping comment period held June 28, 2018 through July 30, 2018, and a public notice and publication of an Environmental Assessment (EA) released June 28, 2018, prepared and issued as part of NPS's compliance with the National Environmental Policy Act that describes potential impacts to historic properties and requests the public's comments, and NPS received these comments over a 30-day period and replied to them as documented in the Finding of No Significant Impact (FONSI). NPS also held an open house-style public meeting on July 12, 2018 at Washington-Liberty High School to share graphic displays about the alternatives, take comments and answer questions from the public. The Arlington County Manager's Office, the Rosslyn BID, Arlington Boathouse Foundation, NOVA Parks, the Potomac Conservancy, the Northern Virginia Conservation Trust, the Washington Canoe Club, the Potomac River Boathouse Foundation and Rep. Don Beyer submitted comments in support of the "*Combination Upper and Lower Rosslyn Site*".

FISCAL IMPACT: There is no fiscal impact concerning the signing of the Programmatic Agreement. The Arlington County and Vicinity Boathouse project is included in the Adopted Fiscal Years (FY) 2019-2028 Capital Improvement Plan (CIP), which envisions \$500,000 in FY 2022 for development of the management model and formulation of the long-term use arrangement and \$2.245 million in FY 2026 for the final design of the Boathouse project.

**Programmatic Agreement
among
The National Park Service,
The National Capital Planning Commission,
County Board of Arlington County, Department of Parks and Recreation,
District of Columbia State Historic Preservation Office, and
Virginia State Historic Preservation Office,
Regarding
Arlington County and Vicinity Boathouse**

WHEREAS, the National Park Service (NPS) at the George Washington Memorial Parkway, in cooperation with the National Capital Planning Commission (NCPC) and the County Board of Arlington County, through its Department of Parks and Recreation (Arlington County), is proposing to develop a boathouse and related facilities on the Virginia side of the Potomac River south and west of Washington, DC, on land administered by the George Washington Memorial Parkway (hereafter known as the Project); and

WHEREAS, the NPS has determined that the proposed Project is an “undertaking” as defined in 36 Code of Federal Regulations (C.F.R) § 800.16(y); and

WHEREAS, in accordance with 36 C.F.R § 800.2(a), the NPS is the federal agency with responsibility to comply with Section 106 of the National Historic Preservation Act (NHPA), 54 United States Code (U.S.C.) 306108; and

WHEREAS, the Project is described as the *Combination Upper and Lower Rosslyn Site*, the preferred alternative (Alternative C) in the Arlington County and Vicinity Boathouse Environmental Assessment prepared pursuant to the National Environmental Policy Act (NEPA). Refer to Attachment A; and

WHEREAS, the purpose of the undertaking is to identify a preferred site for an environmentally sustainable public rowing and paddling facility along the Virginia shoreline, while ensuring the protection of park natural and cultural resources. The selection of a preferred site and construction of a boathouse is needed to meet the direction of Congress to provide enhanced public waterfront access near Arlington County, increase access along the Virginia shoreline for nonmotorized water-based recreational activities on the Potomac River, and alleviate pressure on other area boathouses, which are currently at maximum capacity; and

WHEREAS, the Project includes sites in both Arlington and Fairfax County. The “Lower Rosslyn” site is located along the Potomac River shoreline in Virginia south of the Key Bridge, east of the George Washington Memorial Parkway (GWMP) and north of the existing Theodore Roosevelt Island parking lot. The “Upper Rosslyn” site is located to the west across the GWMP, east of North Lynn Street, and north of the 1-66 clover off-ramp (Attachment A). The Project also includes launching sites at Riverside Park in Fairfax County and Roaches Run Waterfowl Sanctuary in Arlington County; and

WHEREAS, the Project consists of a low-impact, flood-resistant riverfront boat storage facility of 14,000 square feet, a 300-foot-long floating dock for nonmotorized boats, and a 300-foot-long access lane for emergency vehicles to be located on the lower Rosslyn site. The project

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also includes a support building that houses office space, locker rooms, restrooms, and space for education and outreach, a small parking area for visitors with disabilities and service vehicles, and an access road to be located on the upper Rosslyn site. In addition, the Project includes car-top access and soft launch points for paddlecraft at Riverside Park and Roaches Run; and

WHEREAS, the NPS has consulted with the Virginia State Historic Preservation Office, the District of Columbia State Historic Preservation Office, and the Maryland Historical Trust, (VA, DC, and MD State Historic Preservation Offices [SHPOs]) to define the area of potential effects (APE) for the Project in accordance with 36 C.F.R § 800.16(d) and has identified the Project's direct or physical APE as areas where historic properties will be physically altered; areas of ground disturbance, including areas of dredging, removal of riprap, and/or filling; and areas where new structures will be added; and the indirect or visual APE as the viewshed of all of the proposed changes and construction associated with the Project as indicated in Attachment B to this Programmatic Agreement (Agreement); and

WHEREAS, the NPS, in consultation with the VA, DC, and MD SHPOs and the other Consulting Parties, has identified historic properties located within the APE for the Project, as documented in the report *Arlington County and Vicinity Boathouse Assessment of Effect* (2018); and

WHEREAS, the George Washington Memorial Parkway is a nationally significant historic property listed in the National Register of Historic Places (NRHP) on June 2, 1995, for its commemorative, design, and scenic qualities; and

WHEREAS, Theodore Roosevelt Island is a nationally significant historic property listed in the NRHP in 1967 and 1999 as a significant cultural landscape for its role in the colonial and early federal period of Georgetown and Washington, DC, for the only monument honoring the 26th president of the United States in Washington, DC, and for its potential to yield important information; and

WHEREAS, the NPS, in consultation with the VA, DC, and MD SHPOs, has determined that that the Project will have a direct adverse effect on the George Washington Memorial Parkway Historic District and an indirect adverse effect on Theodore Roosevelt Island; and further determined that the Project will have no adverse effect on the Georgetown Historic District, Key Bridge, Potomac Aqueduct Bridge Abutment and Pier, C&O Canal, Potomac Boat Club, and Washington Canoe Club; and

WHEREAS, the NPS, in consultation with the VA, DC, and MD SHPOs and the other Consulting Parties, has sought to minimize adverse effects from the Project on historic properties by further consultation with VA and DC SHPOs on the design of the boathouse, and the VA and DC SHPOs have commented on these efforts and concurred on 25 July 2018, and 23 July 2018, respectively, and shall continue design review in accordance with this Agreement; and

WHEREAS, the Advisory Council on Historic Preservation (ACHP) elected not to participate as a Consulting Party to this undertaking through not responding to a May 2, 2018 invitation letter and not attending the May 23, 2018 Consulting Party meeting; and criteria specified in Appendix A to 36 C.F.R Part 800 for ACHP involvement in consultation is not applicable to the

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undertaking; and the NPS notified the ACHP via June 22, 2018 email of an adverse effect determination through provision of the Assessment of Effects documentation meeting criteria specified in 36 C.F.R § 800.11(e) and invited comment; and hearing no response from the ACHP the NPS has successfully negotiated with Consulting Parties language for an agreement to resolve adverse effects; and ACHP participation under 36 C.F.R § 800.6(a)(1)(i) is not applicable; and

WHEREAS, in accordance with 36 C.F.R § 800.6(c)(1)(i), the NPS and VA and DC SHPOs are each a Signatory to this Agreement (hereafter referenced by name, as Signatory or collectively as Signatories); and

WHEREAS, the NPS, in accordance with 36 C.F.R. § 800.2(c)(5) has identified and invited the organizations identified in Attachment C to participate in consultation on this Project; and

WHEREAS, the VA and DC SHPOs, Tom Moncure, the Kennedy Center for the Performing Arts, the Arlington Historical Society, Arlington County, the Georgetown Business Improvement District, the Friends of Theodore Roosevelt Island, Inc., and the Delaware Nation have indicated that they want to participate in consultation on this Project and the Delaware Nation requested to be a concurring party to this Agreement per 36 C.F.R. § 800.6(c)(3); and

WHEREAS, the NCPC has approval authority over federal projects located within the District of Columbia, including within the bed of the Potomac River, per 40 U.S.C. § 8722(b)(1) and (d), and advisory review of projects located on federal land located in Virginia and Maryland per 40 U.S.C. § 8722(b)(1); and

WHEREAS, the NCPC has designated NPS as the lead federal agency pursuant to 36 CFR § 800.2(a)(2) for the Project to fulfill their collective Section 106 responsibilities; and

WHEREAS, the NPS has determined the preferred alternative may affect properties included in or eligible for inclusion in the NRHP and is entering into this Agreement with the VA and DC SHPOs and the NCPC to ensure that future actions on NPS lands have appropriate project review and comply with Section 106 of the NHPA (54 U.S.C. 306108) and its implementing regulations, “Protection of Historic Properties,” (36 C.F.R. Part 800); and

WHEREAS, the NPS has most recently responded to the interests of Consulting Parties through a series of meetings (23 May 2018 and 7 November 2018) and has provided studies of the potential effects of the Project on historic properties to the VA, DC, and MD SHPOs and the other Consulting Parties; and

WHEREAS, the NPS has sought and considered the views of the public on this Project as evidenced by a public notice and public scoping comment period held 28 June 2018 through 30 July 2018, and a public notice and publication of an Environmental Assessment (EA) released 28 June 2018, prepared and issued as part of NPS’s compliance with the National Environmental Policy Act that describes potential impacts to historic properties and requests the public’s comments, and NPS received these comments over a 30-day period and replied to them as documented in the Finding of No Significant Impact.

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NOW, THEREFORE, the NPS, VA and DC SHPOs, the NCPC, and Arlington County agree that the undertaking shall be implemented in accordance with the foregoing recitals, which are incorporated in this Agreement, and the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The NPS shall ensure that the following measures are carried out:

A. AVOIDANCE AND MINIMIZATION

1. The NPS has made efforts to minimize the Project's adverse effect on historic properties in the following manner:
 - a. Restricting and minimizing ground and vegetation disturbance during construction, including limiting tree removal.
 - b. Minimizing the size of construction equipment and using minimally invasive construction methods.
 - c. Developing a "light on the land" facility with a minimal footprint and massing that is in scale with the surrounding landscape.
 - d. Limiting the depth of excavation to avoid disturbing any unknown archeological resources below the depth of previous testing.
 - e. Keeping a 50-100 foot area of protection around known archeological sites where heavy equipment is not allowed to help avoid compression/compaction.
 - f. Applying avoidance and minimization strategies to staging and storage areas as well.

The above minimization efforts shall be reflected in the Project final design plans for improvements on NPS lands.

B. MITIGATION

1. The NPS shall develop a planting plan that includes replacing any removed vegetation, additional plantings for screening from the George Washington Memorial Parkway and Theodore Roosevelt Island, and shoreline restoration within the limits of disturbance. The final planting plan will be provided to the signatories to this Agreement and will be completed in conjunction with the design development for the project (see C. Design Consultation).
2. The NPS shall undertake a cultural landscape inventory (CLI) for the affected portion of the George Washington Memorial Parkway not yet surveyed for landscape qualities (Boundary Channel to, and including, Spout Run Parkway). The final CLI will be provided to the DC and VA SHPOs for review and comment.
3. The NPS shall update interpretive and educational programming for Theodore Roosevelt Island and the George Washington Memorial Parkway in consultation with the DC and VA SHPOs, respectively.
4. These mitigation measures will be completed within ten (10) years of the execution of this Agreement.

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C. DESIGN CONSULTATION

1. Design Review. The NPS shall review the proposed design documentation at the 30%, 70%, and 95% design phases for consideration and consultation as follows:
 - a. The NPS shall review the proposed design documentation focusing on any changes from the preliminary concepts and make a determination as to whether the proposed design may result in new adverse effects that have not already been resolved and/or the intensification of known adverse effects on historic properties.
 - b. The NPS shall forward, via electronic media, its determination in Stipulation C.1(a), and the proposed design documentation to the Signatories for a 30-day review and comment period.
 - c. If the NPS determines that no new adverse effects may result or no known adverse effects on historic properties would be intensified, and no Signatories object within the 30-day review period, the NPS shall proceed with the next phase of design or construction.
 - d. If the NPS determines that no new adverse effects may result or no known adverse effects on historic properties would be intensified and a Signatory objects in writing within the 30-day review period, the NPS shall notify the Signatories and the Signatories shall consult to seek ways to resolve the objection. If the NPS determine that the objection cannot be resolved, the NPS shall follow the procedures in the Dispute Resolution clause of this Agreement.
 - e. If the NPS determines that a new adverse effect may result or a known adverse effect on a historic property would be intensified, the NPS shall immediately notify the Signatories and other consulting parties, and will work to revise the design documentation to avoid, minimize, or mitigate the new or intensified adverse effect and to submit a revised design documentation package for review. The NPS shall reevaluate to determine whether new or intensified adverse effects remain. If unavoidable adverse effects on historic properties may result or be intensified, the NPS shall consult with the Signatories to determine whether the proposed design documentation warrants an Amendment to this Agreement which would identify additional measures that will be carried out to avoid, minimize, or mitigate any new or intensified adverse effects.
 - f. If the Agreement is amended, the NPS shall notify the Consulting Parties and provide or post the Amendment on the NPS's Planning, Environment and Public Comment PEPC site. Otherwise, the NPS shall submit the proposed design documentation to the NCPC and the US Commission of Fine Arts (CFA) for their formal approvals, as appropriate.

D. ARCHEOLOGY

1. For each Project element on NPS lands involving ground disturbance, the NPS shall

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consult with the VA and DC SHPOs and other Consulting Parties, as appropriate, to review the previous archeological surveys of the area to determine if adequate information exists to assess project effects. If the NPS determines in consultation with the VA and DC SHPOs and other Consulting Parties that further identification efforts are needed, the NPS shall ensure that an archeological survey program, for identification of archeological sites, is developed. Prior to affecting any potentially eligible archeological site, the NPS shall develop a testing program of sufficient intensity to provide an evaluation of eligibility for the NRHP in consultation with VA and DC SHPOs and other Consulting Parties, following the regulations outlined in 36 C.F.R. § 800.4(c).

2. All investigations will follow the VA SHPO's *Guidelines for Conducting Historic Resources Survey in Virginia* (2017) as well as the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (1983) and will be conducted under the direct supervision of an archeologist that meets or exceeds the pertinent qualifications in the Secretary of the Interior's *Professional Qualifications Standards* (48 FR 44738-39).
3. If, as a result of the testing program, archeological sites are identified within the Project APE that are determined eligible for the NRHP, the NPS shall develop a plan for their avoidance, protection, mitigation, or recovery of information in consultation with the VA, DC (and MD SHPO if sites discovered in MD) SHPO and other Consulting Parties. Prior to implementation, the plan shall be submitted to the VA, DC (and MD SHPO if necessary) SHPO and other Consulting Parties for a 30-calendar day review and comment period starting upon receipt.
4. All data recovery plans prepared under the terms of this Agreement shall include the following elements:
 - a. Information on the archeological property or properties where data recovery is to be carried out, and the context in which such properties are eligible for the NRHP;
 - b. Information on any property, properties, or portions of properties that will be destroyed without data recovery;
 - c. Discussion of the research questions to be addressed through the data recovery with an explanation / justification of their relevance and importance;
 - d. Description of the recovery methods to be used, with an explanation of their pertinence to the research questions; and
 - e. Information on arrangements for any regular progress reports or meetings to keep the VA, DC, (and/or MD if necessary) SHPOs and other Consulting Parties up to date on the course of the work. The plan should contain the expected timetable for excavation, analysis, and preparation of the final report.
 - f. A plan for public dissemination of the information.
 - g. The NPS shall ensure that the approved treatment plan or data recovery plan is implemented prior to those project activities that could affect the archeological site(s).
5. The NPS shall notify the VA, DC, (and MD if necessary) SHPO and the other

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Consulting Parties in writing once the fieldwork portion of the treatment plan or data recovery plan is complete and provide a brief management summary so that a site visit may be scheduled, if requested. Project activities may proceed following this notification while the technical report is in preparation. The NPS may proceed with implementation of construction or construction related ground disturbing activities in the area and within the boundary of the affected archeological site(s) while the technical report is in preparation.

6. The NPS shall submit for a 30-day review and comment period a draft of all archeological reports, treatment plans, and other documentation to the VA, DC, (or MD if necessary) SHPO in two bound hardcopies and one electronic copy in Adobe® Portable Document Format and one copy in an agreed upon format to other Consulting Parties (as appropriate and per the requirements of protecting sensitive site information as noted in Section 304 of the National Historic Preservation Act and in the Archeological Resources Protection Act [ARPA]). Section 304 of the NHPA protects certain sensitive information about historic properties from disclosure to the public when such disclosure could result in significant invasion of privacy, damage to historic property, or impede the use of a traditional religious site by practitioners. ARPA provides authority to limit information on the "nature and location" of archeological resources.
7. The VA, DC, (and MD if necessary) SHPOs and other Consulting Parties agree to provide comments on all technical reports, treatment plans, and other documentation arising from this Agreement within 30 calendar days of receipt. If no comments are received from the SHPO or other Consulting Parties within the 30-day review period, the NPS may assume the non-responding party has no comments.
8. The NPS shall include provisions in the construction permit and documents for the treatment of unanticipated archeological discoveries, including human remains, during excavation, construction, or other ground-disturbing activities resulting from the Project. In the event of an unanticipated discovery, the following stipulations shall occur:
 - a. In the event that a previously unidentified archeological resource is discovered during activities in the APE, the NPS shall immediately halt all ground-disturbing activities in the area of the resource and in the surrounding area where further subsurface remains can reasonably be expected to occur.
 - b. The NPS shall notify the appropriate SHPO and Delaware Nation by email and by telephone immediately upon discovery of previously unidentified archeological resources. The NPS, or its representatives, shall visit the site within 48 hours of such notification, inspect the work site, and determine the nature and extent of the affected archeological property and establish a resource area. Construction may then continue outside the newly established boundaries of the resource area.
 - c. Within 3 working days of the original notification of discovery, the NPS, in consultation with the SHPO and other Consulting Parties, shall determine whether the resource is potentially eligible for listing on the NRHP.
 - d. The NPS, in consultation with the VA, DC, (and MD if necessary) SHPOs and other Consulting Parties, shall ensure compliance with 36 C.F.R. § 800.13. Work in the resource area shall not proceed until either: (a) the development and implementation

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of appropriate data recovery or other recommended mitigation procedures; or (b) the determination is made that the located archeological remains are not eligible for inclusion in the NRHP.

- e. The NPS shall ensure that all investigations are conducted under the direct supervision of an archeologist who meets or exceeds the pertinent qualifications in the Secretary of the Interior's *Professional Qualifications Standards* (48 FR 44738-39).
 - f. All associated reports will meet contemporary professional standards, according to the Department of the Interior's *Format Standards for Final Reports of Data Recovery Programs* (42 FR 5377-79), and also meet the standards as set out in the VA SHPO's *Guidelines for Conducting Historic Resources Survey in Virginia* (2017), as appropriate.
9. The NPS shall make all reasonable efforts to avoid disturbing gravesites and associated funerary artifacts. The NPS shall treat all human remains in a manner consistent with the ACHP's "Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects" (February 23, 2007; www.achp.gov/docs/hrpolicy0207.pdf) or ACHP policy in effect at the time remains and funerary artifacts are handled.
- a. The NPS shall contact law enforcement and emergency personnel as appropriate in the jurisdiction where the human remains are discovered. The NPS shall immediately notify the VA, DC, (and MD if necessary) SHPOs of the discovery of human remains. The NPS shall ensure that all ground-disturbing activities in the immediate area of the discovery ceases immediately and will notify appropriate law enforcement officials.
 - b. If the remains are determined to be of Native American origin, the NPS shall comply with the provisions of the Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001 et seq. and the accompanying regulations at 43 C.F.R. Part 10. If the remains appear to be of historic, but not Native American, origin, the NPS will consult with the VA, DC, and MD SHPOs and other Consulting Parties as appropriate on the appropriate treatment.
 - c. The NPS shall use reasonable efforts to ensure that the public is excluded from viewing any burial site or associated funerary artifacts. Subject to applicable law, the VA, DC, (and MD if necessary) SHPOs, and the Consulting Parties to this Agreement shall release no photographs or images of any burial site or associated funerary artifacts to anyone, including the press and the public. If they do release such photographs or images, accidentally, voluntarily, or pursuant to applicable law, they shall notify the NPS and the other Consulting Parties as soon as possible. The NPS shall notify the appropriate federally recognized tribes when burials, human skeletal remains, or funerary artifacts are encountered on the project.

E. ADMINISTRATION

1. **Annual Reports.** By January 31 of each year during which this Agreement remains in effect, the NPS shall update the Signatories and the Consulting Parties on the actions taken to implement the terms of this Agreement. The update will take the form of a Report submitted on an annual basis. The Annual Report shall include information regarding activities undertaken pursuant to this Agreement and information on the overall status of the Project.

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2. **30-day Review Period.** The SHPOs and other Consulting Parties agree to respond to all requests for review from the NPS within a 30-day review and comment period unless otherwise specified in this Agreement. If the SHPO or other Consulting Parties do not respond within the 30-day review period, the NPS may move forward with the project in accordance with its determination and/or proposed plans.
3. **Duration.** This Agreement shall be valid for a period of ten (10) years from the date of execution by the last Signatory. At any time in the 6-month period prior to such date, the NPS may request the SHPOs to consider an extension or modification of this Agreement. No extension or modification shall be effective unless all signatory parties to this Agreement have agreed with it in writing.
4. **Dispute Resolution.**
 - a. Should any Consulting Party object in writing to the NPS regarding any action carried out or proposed in accordance with this Agreement, the NPS shall consult with the Consulting Party to resolve the objection. Should the NPS be unable to resolve the disagreement, the NPS shall forward its background information on the dispute as well as NPS's proposed resolution of the dispute to the ACHP. Within 45 business days after receipt of all pertinent documentation, the ACHP shall provide the NPS with written recommendations, which the NPS shall consider in reaching a final decision regarding the dispute, or notify the NPS that it shall comment pursuant to 36 C.F.R. § 800.7(c) and then proceed to comment. The NPS shall take the ACHP comments into account, in accordance with 36 C.F.R. § 800.7(c)(4). Any ACHP recommendation or comment shall be understood to pertain only to the subject matter of the dispute; the NPS's responsibility to carry out all actions under this Agreement that are not subjects of the dispute shall remain unchanged.
 - b. At any time during implementation of the measures stipulated in this Agreement, should an objection pertaining to this Agreement or the effect of the Project on historic properties be raised by a member of the public, the NPS shall notify the other signatories and Consulting Parties and attempt to resolve the objection. If the NPS determines that the objection cannot be resolved, the NPS 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 the objecting member of the public with a copy of this written response. The NPS will then proceed according to its final decision.
5. **Amendments.** This Agreement may be amended when an Amendment is agreed to in writing by all Signatories. The Amendment will be effective on the date it is signed by all of the signatories and filed with the ACHP. If the Signatories cannot agree to appropriate terms to amend the Agreement, any Signatory may terminate the Agreement in accordance with Stipulation E.6.
6. **Termination.** If any Signatory to this Agreement determines that the terms of the Agreement cannot be or are not being carried out, that party shall so notify the other Signatories in writing and consult with them to seek resolution or Amendment of the Agreement. If within sixty (60) business days a resolution or Amendment cannot be reached, any Signatory may terminate the Agreement upon written notification to the other Signatories. Once the Agreement is terminated, and prior to work continuing on the Project, the NPS must either execute a new Agreement or request, take into account,

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and respond to the comments of the ACHP per 36 C.F.R. § 800.7. The NPS is not required to select the same option recommended by the ACHP. The NPS will notify the Signatories as to the course of action it will pursue.

7. In the event that this Agreement is terminated, the NPS shall submit to the SHPOs and the other Consulting Parties a technical report with the results of any surveys or treatment measures that have been implemented to date, up to and including the date of termination.
8. **Anti-Deficiency Act.** The obligations of federal agencies under this Agreement are pursuant to 31 U.S.C. § 1341(a)(1); therefore, nothing in this Agreement shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose, or to involve the United States in any contract or obligation for the further expenditure of money in excess of such appropriations.
9. **Emergencies.** Should an emergency situation occur that represents an imminent threat to public health or safety or creates a hazardous condition, after the NPS learns of it and notifies appropriate law enforcement and emergency personnel as necessary, the NPS shall immediately notify the appropriate Signatories and the ACHP of the condition that has initiated the situation and the measures taken to respond to it. Should the SHPOs or the ACHP desire to provide technical assistance to the NPS, they shall submit comments to the NPS within 7 calendar days from notification, if the nature of the emergency or hazardous condition allows for such coordination.
10. **Electronic Copies.** Within one (1) week of the last signature on this Agreement, the NPS shall provide each Signatory and Concurring Party with one legible, color, electronic copy of this fully-executed Agreement and all of its attachments. Internet links shall not be used as a means to provide copies of attachments because web-based information often changes. If the electronic copy is too large to send by email, the NPS shall provide each Signatory and Concurring Party with a copy of this Agreement on a compact disc.
11. **Completion.** Upon the completion of all stipulations to this Agreement, the NPS shall provide to the signatories and other Consulting Parties a signed memorandum documenting that the NPS has fulfilled all its responsibilities under this Agreement.

ATTACHMENTS

Attachment A: Project Area and NPS Selected Alternative

Attachment B: Area of Potential Effects

Attachment C: List of Consulting Parties

Attachment D: Summary of Adverse Effects Determination

SIGNATURES FOLLOW ON SEPARATE PAGES

Programmatic Agreement
Arlington County and Vicinity Boathouse

SIGNATORY PAGE

Charles Cuvelier
Superintendent, George Washington Memorial Parkway, National Park Service

Date

Programmatic Agreement
Arlington County and Vicinity Boathouse

DC STATE HISTORIC PRESERVATION OFFICE

David Maloney
District of Columbia State Historic Preservation Officer

Date

Programmatic Agreement
Arlington County and Vicinity Boathouse

VIRGINIA STATE HISTORIC PRESERVATION OFFICE

Julie Langan, Director
Department of Historic Resources and State Historic Preservation Officer

Date

Programmatic Agreement
Arlington County and Vicinity Boathouse

NATIONAL CAPITAL PLANNING COMMISSION

Marcel C. Acosta
Executive Director

Date

Programmatic Agreement
Arlington County and Vicinity Boathouse

COUNTY BOARD OF ARLINGTON COUNTY

Mark Schwartz
County Manager

Date

Programmatic Agreement
Arlington County and Vicinity Boathouse

Concurring Party:

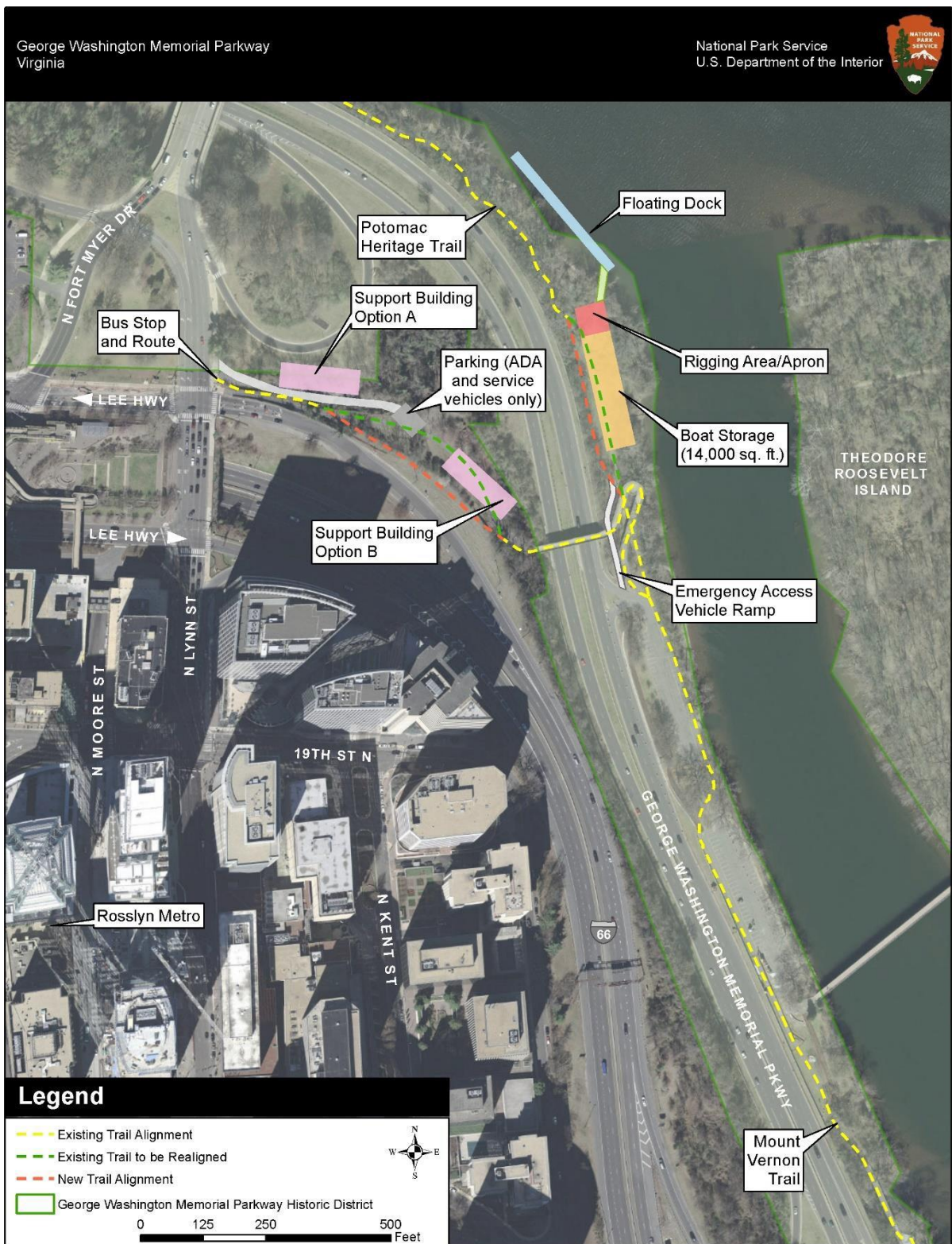
DELAWARE NATION

Debbie Dotson
President, Delaware Nation

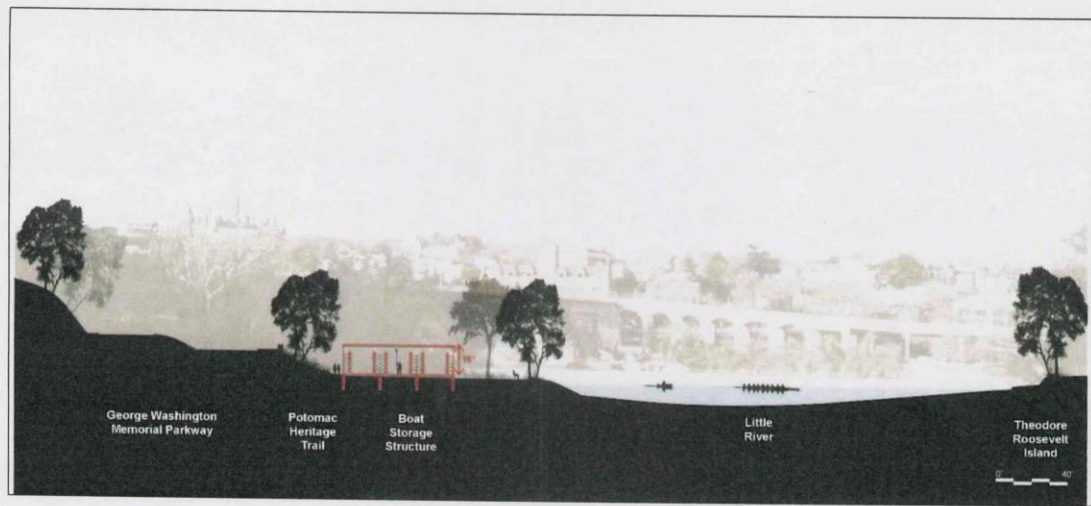
Date

ATTACHMENT A:

PROJECT AREA AND NPS SELECTED ALTERNATIVE



Alternative C. Upper and Lower Rosslyn Sites [NPS Selected Alternative]

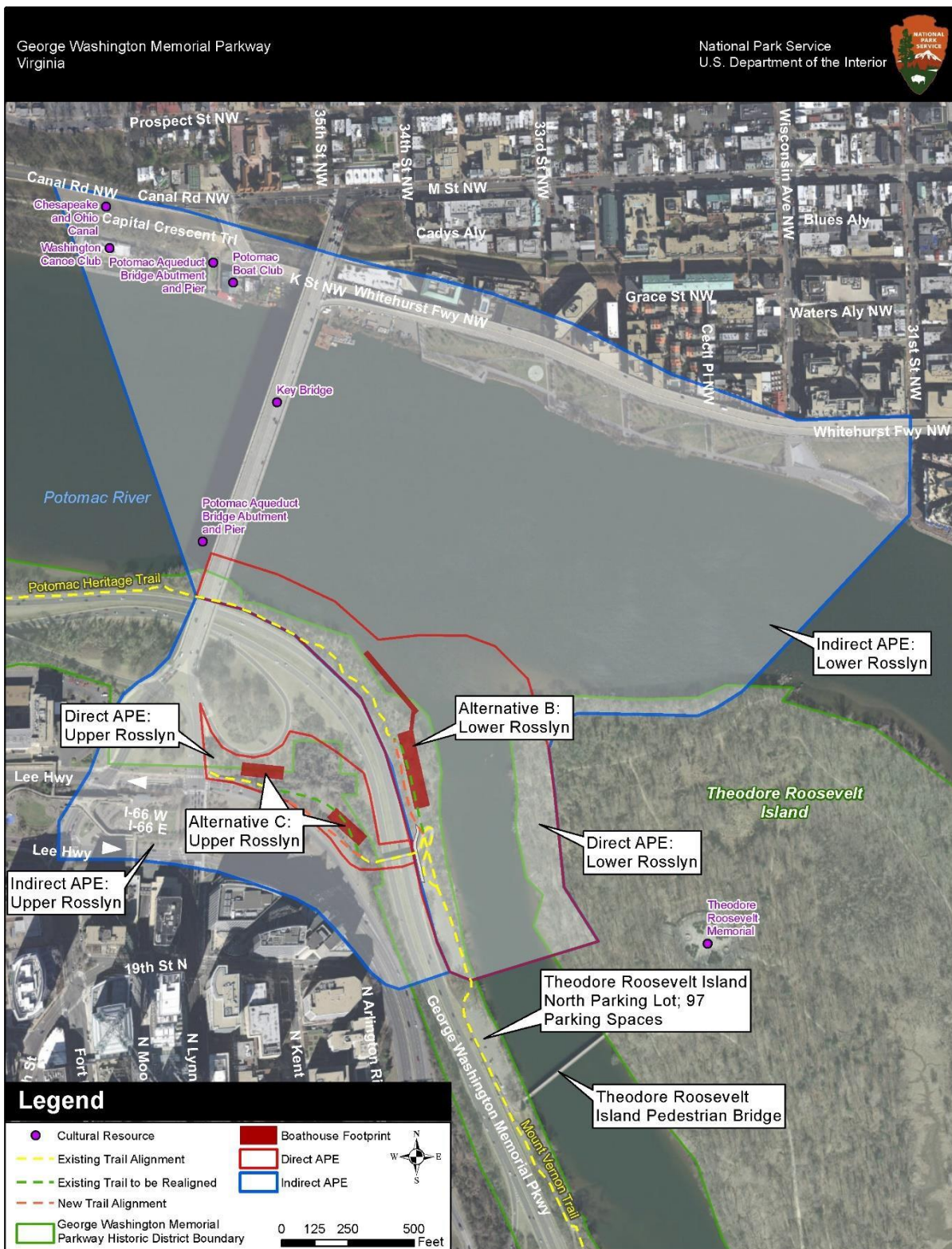


CONCEPTUAL ELEVATION FOR THE LOWER ROSSLYN SITE

Arlington County and Vicinity Boathouse EA

ATTACHMENT B:

AREA OF POTENTIAL EFFECTS



Area of Potential Effect: Upper and Lower Rosslyn Site



Area of Potential Effect: Riverside Park



Area of Potential Effect: Roaches Run

ATTACHMENT C:

LIST OF CONSULTING PARTIES

CONSULTING PARTIES CONTACTED

Organization	Contact Name	Email	Accept/ Decline
Advisory Council on Historic Preservation	Chris Wilson	cwilson@achp.gov	Decline
Advisory Neighborhood Commission 2E	Peter Sacco	anc2E@dc.gov ; 2E@anc.dc.gov	Decline/ No Response
American Society of Landscape Architects	Julia Lent	lent@asla.org	Decline/ No Response
Arlington County, Dept. of Community Planning, Housing & Development	Cynthia Liccese-Torres, John Liebertz	cliccese@arlingtonva.us ; jliebertz@arlingtonva.us	Accept
Arlington County, Dept. of Parks and Recreation	Marco Rivero, Lisa Grandle	mrivero@arlingtonva.us lgrand@arlingtonva.us	Accept
Arlington Historical Society	Gerry Laporte	g.laporte@verizon.net	Accept
Catawba Nation	Chief Bill Harris	info@catawbaindian.net	No Response
Commission of Fine Arts	Thomas Luebke, Fredrick Lindstrom	tluebke@cfa.gov ; flindstrom@cfa.gov	Accept
Committee of 100 on the Federal City	Stephen A. Hansen	info@committeeof100.net	Decline/ No Response
DC Historic Preservation Office	David Maloney, Andrew Lewis	david.david.maloney@dc.gov ; andrew.lewis@dc.gov	Accept
DC Preservation League	Rebecca Miller	rebecca@dcpreservation.org	Decline/ No Response
Delaware Nation	Kim Penrod	kpenrod@delawarenation.com	Accept
District Department of Transportation	Jeff Marootian	ddot@dc.gov	Decline/ No Response
Friends of Theodore Roosevelt Island	Samuel Sharp, Nicole Goldstein	samuel.sharp@whitecase.com ; nicoleelgoldstein@gmail.com	Accept
Georgetown BID	Joe Sternlieb	jsternlieb@georgetowndc.com	Accept
Georgetown University	n/a	gusaexecutive@gmail.com	Decline/

Organization	Contact Name	Email	Accept/ Decline
			No Response
Gunston Hall	Scott Stroh	sstroh@gunstonhall.org	Decline/ No Response
Historical Society of Washington, DC	John Suau	jsuau@historydc.org	Decline/ No Response
John F. Kennedy Center for the Performing Arts	Thomas Whitaker	TGWhitaker@kennedy-center.org	Accept
John F. Kennedy Center for the Performing Arts	Ellery Brown	EJBrown@kennedy-center.org	Accept
Key Bridge Boathouse	n/a	dcboatinginfo@boatingin.com	Decline/ No Response
Maryland Historical Trust	Elizabeth Hughes, Beth Cole	Elizabeth.Hughes@maryland.gov ; beth.cole@maryland.gov	Decline
National Association of Olmsted Parks	Brian Poffenberger	info@naop.org	Decline/ No Response
National Capital Planning Commission	Diane Sullivan, Lee Webb	diane.sullivan@ncpc.gov lee.webb@ncpc.gov	Accept
National Trust for Historic Preservation	Robert Nieweg	Rnieweg@savingplaces.org	Decline/ No Response
Pamunkey Indian Tribe	Chief Robert Gray	robert.gray@pamunkey.org	No Response
Potomac Boat Club	n/a	social@potomacboatclub.org	Decline/ No Response
Preserving the Historic Road	Dan Marriott	dan_marriott@historicroads.org	Decline/ No Response
Theodore Roosevelt Association	Lowell E. Baier, Chris Segal	LEBaier@lawbaier.com ; Chris.Segal@gmail.com	Accept
Tom Moncure (Mason Family Descendent)	Tom Moncure	tmoncure@gmu.edu	Accept

Organization	Contact Name	Email	Accept/ Decline
Virginia Department of Historic Resources	Julie Langan, Greg LaBudde	julie.langan@dhr.virginia.gov ; gregory.labudde@dhr.virginia.gov	Accept
Washington Canoe Club	Andrew Soles	asoles@tnc.org	Accept

ATTACHMENT D:

SUMMARY OF ADVERSE EFFECTS DETERMINATION

The assessment of effects for the Arlington County & Vicinity Boathouse is an undertaking in accordance with regulations implementing Section 106 of the NHPA and would have an adverse effect on Theodore Roosevelt Island and the George Washington Memorial Parkway Historic District and no adverse effect on the Georgetown Historic District, Key Bridge, Potomac Aqueduct Bridge Abutment and Pier, C&O Canal, Potomac Boat Club, and Washington Canoe Club.