

SUMMARY OF:

PROGRAMMATIC AGREEMENT AMONG NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER (SHPO), AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION (ACHP) REGARDING DEMOLITION AND SOIL AND GROUNDWATER CLEANUP AT SANTA SUSANA FIELD LABORATORY, VENTURA COUNTY, CALIFORNIA

The above noted document (March 2014) is an agreement among the three "Signatories" that specifies how historic and archeological artifacts are to be handled prior to and during the cleanup of the National Aeronautics and Space Administration's (NASA's) portion of the Santa Susana Field Laboratory (SSFL); i.e., Area II and a portion of Area I.

The 30-page document may become a model for agreements developed for cleanup of the other portions of the SSFL. Some of the remaining areas include historic structures and all of the remaining areas include Native American sites. Eligibility for inclusion in the National Register of Historic Places (NRHP) of many of those Native American sites, known and yet to be discovered, has not been determined.

Cleanup of the site will proceed in accordance with the 2010 Administrative Order of Consent (AOC) between NASA and DTSC.

If NASA and its contractors adhere to the letter and spirit of the agreement, the outcome of the cleanup and remediation of the NASA portion of the SSFL may become a model on how to protect public health while also honoring SSFL's role in the development of rockets and exploration of outer space, in the development of nuclear power, and in the preservation of the rich evidence of occupation and use of the area by Native Americans over the millennia. Readers are encouraged to read through the entire document.

The NASA SSFL includes three (3) NRHP-eligible historic districts: Alfa, Bravo, and Coca Test areas. Each includes two (2) test stands and a control house. Those date to the Cold War (Military) and Space Exploration periods. Upon completion of its Final Environmental Impact Statement (spring 2014), NASA will demolish all non-historic properties within the NASA area, and will demolish all structures in the Coca Test Stand Historic District. Some items for museum display may be retained. All ground disturbance in areas of archaeological concern will be monitored.

NASA will retain one of the remaining test stands and control houses and possibly other contributing elements (Alfa or Bravo) as long as retention is consistent with AOC conditions, available funding, and the concerns of the Santa Ynez Band of Chumash Indians (SYBCI) related to impacts to the Traditional Cultural Property (TCP). The retention of one test stand complex is conditional upon constraints posed by execution of the AOC or events outside NASA's control, such as fiscal or legislative. Photographic and video documentation and oral histories will be collected.

NASA will establish a Native American Advisory Board (NAAB) - made up of volunteers from federally recognized Indian tribes and state-listed Tribes with interest in protection of Native American sites on NASA SSFL.

In consultation with the State Historic Preservation Officer (SHPO), Boeing, the Department of Energy (DOE), NAAB, SYBCI, and the National Park Service (NPS), NASA will produce and submit a NRHP nomination of the Traditional Cultural Property (TCP) to the California State Historic Resources Commission and the NRHP for the TCP.

NASA will continue to grant access to ceremonial sites for Native Americans until the land is transferred to the next owner.

The Burro Flats site (CA-VEN-1072) will continue to be studied and its boundaries refined. NASA must request of DTSC that any cleanup required to meet DTSC standards identified in the AOC within the site boundary be considered part of the "Native American Artifacts" exceptions clause in the AOC. The exemption clause may be overridden if DTSC determines that there is an unacceptable health risk that requires cleanup within the site boundary. If excavation is required within the site boundary, NASA will develop a data recovery design. NASA must assure documentation and curation of all Native American cultural materials removed from the site. NASA is to update procedures to protect the site during demolition and cleanup activities.

NASA will provide archeological and Native American monitors for field sampling activities to identify soil contaminants within the SSFL. NASA will extend Phase I archeological investigation in those footprints of cleanup areas where NASA plans to excavate soil. ("Phase I" refers to visual inspection of exposed ground to determine the presence of surficial cultural materials of Native American origin.)

NASA will consult with SHPO, DTSC, SYBCI, and the NAAB as required by the stipulations within the Programmatic Agreement (PA).

The PA provides processes for dealing with unanticipated discoveries during the cleanup process, including the event of encountering human remains.

Provisions for dispute resolution among Signatories are specified.

Finally, NASA's obligations under the PA are subject to the availability of funds, and the stipulations of the PA are subject to the provisions of the Anti-Deficiency Act.

*This **summary** was prepared by Mike Kuhn of the Santa Susana Field Laboratory Community Advisory Group (SSFL CAG), March 18, 2014, for the convenience of community members. The Programmatic Agreement itself, the authoritative document of record, is available at:*
http://ssflcag.net/resources/Final_Draft_NASA_106_PA_20140303.pdf