



# United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.  
Washington, D.C. 20240

IN REPLY REFER TO:

H36(2256)

PROGRAMMATIC AGREEMENT  
AMONG  
THE NATIONAL PARK SERVICE,  
AND  
CONNECTICUT STATE HISTORIC PRESERVATION OFFICE,  
DELAWARE STATE HISTORIC PRESERVATION OFFICE,  
MARYLAND STATE HISTORIC PRESERVATION OFFICE,  
MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICE,  
NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICE,  
NEW JERSEY STATE HISTORIC PRESERVATION OFFICE,  
NEW YORK STATE HISTORIC PRESERVATION OFFICE,  
OHIO STATE HISTORIC PRESERVATION OFFICE,  
PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICE,  
RHODE ISLAND STATE HISTORIC PRESERVATION OFFICE,  
VIRGINIA STATE HISTORIC PRESERVATION OFFICE,  
WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICE,  
AND  
MASHANTUCKET (WESTERN) PEQUOT TRIBAL NATION, TRIBAL HISTORIC  
PRESERVATION OFFICE,  
NARRANGANSETT INDIAN TRIBE, TRIBAL HISTORIC PRESERVATION OFFICE  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE EMERGENCY SUPPLEMENTAL APPROPRIATION  
TO THE  
HISTORIC PRESERVATION FUND  
FOR  
DISASTER RELIEF  
TO HISTORIC PROPERTIES DAMAGED BY HURRICANE SANDY

**WHEREAS**, the National Park Service (NPS) has obligated funds appropriated from the Historic Preservation Fund (HPF) pursuant to Public Law 113-2, making Emergency Supplemental Appropriations available for recovery activities in areas of the States of Connecticut, Delaware, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Virginia, West Virginia, and the District of Columbia with a Presidential disaster determination associated with Hurricane Sandy in 2012; and,

**WHEREAS**, the Narrangansett Indian Tribe, Mashantucket (Western) Pequot Tribal Nation, Mohegan Tribe, and Wampanoag Tribe of Gay Head are eligible for Emergency Supplemental Appropriations for recovery activities as they are located in Presidential disaster determination areas. The Narrangansett Indian Tribe and the Mashantucket (Western) Pequot Tribal Nation have applied for and will receive funding from the Emergency Supplemental Appropriations; and,

**WHEREAS**, the Sandy Recovery Improvement Act of 2013 (P.L.113-2) (SRIA) authorized the way the Federal Emergency Management Agency may deliver disaster assistance under a variety of programs, and requires the President, in consultation with the Council on Environmental Quality and the Advisory Council on Historic Preservation (ACHP) to establish a unified and expedited interagency environmental and historic preservation process for disaster recovery projects within 18 months of enactment; and,

**WHEREAS**, \$45.7 million of the Emergency Supplemental HPF (ESHPPF) appropriation is to be apportioned to the State Historic Preservation Offices (SHPO) for the States noted above, with the exception of the District of Columbia which has declined to participate in the ESHPPF appropriation, noted above to allow funds to be used for assistance in grants administration, technical assistance, planning, and completion of the reviews required under Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, "Protection of Historic Properties" (36 CFR Part 800), as well as for disaster relief grants for the preservation, stabilization, rehabilitation, repair, planning, and technical assistance for properties listed in, or eligible for listing in the National Register of Historic Places; and,

**WHEREAS**, the NPS will consider direct requests for funding from Tribal Historic Preservation Offices (THPO), which must make formal requests to the NPS for allocation; and,

**WHEREAS**, the NPS in coordination with the SHPOs and THPOs listed above, has notified affected Indian Tribes of the ESHPPF and shall fulfill its tribal consultation responsibilities and its government-to-government responsibilities through ongoing meetings with Indian Tribes located within the declared disaster areas, and by contacting tribes located outside of these locations that have documented ancestral or cultural ties to the Hurricane Sandy declared areas as outlined in this PA as per Section 101(d)(6)(B) of the NHPA; and,

**WHEREAS**, other Indian Tribes in the affected area of Hurricane Sandy not specifically listed in the Preamble of the PA may apply to the relevant SHPO for ESHPPF funding; and,

**WHEREAS**, the NPS upon obligation of ESHPPF funding, will execute Hurricane Recovery Grant Agreements (Grant Agreements) with individual SHPOs and THPOs, that include conditions directly or indirectly related to the NPS responsibilities as set forth in Section 106. The more salient elements of the Grant Agreements are the following:

- Non-Federal matching shares are not required for grant activities;
- Activities to be funded with HPF grants should adhere to the list of eligible and ineligible activities as per the National Park Service's *Historic Preservation Fund Grants Manual*;
- The beginning date by which the NPS will authorize the use of grant funds for pre-agreement costs shall be October 22, 2012, the date Tropical Storm Sandy formed;
- Activities requiring Project Notifications to the NPS prior to award of the contract or sub-grant are established as per the guidance within the *Historic Preservation Fund Grants Manual*, Chapter 8;
- The deadline for States and Tribes to charge costs against the grant is stated;
- The reporting schedule is established for Interim Progress Reports and Final Project Reports;
- The requirements for using covenants or preservation agreements in ESHPPF grant projects is defined; and,
- The deadline for submission requirements of the revised final Action Plan and Project Budgets which describe the preservation activities to be accomplished using the ESHPPF Appropriations for review and compliance activities and/or the stabilization and repair of historic and archeological properties damaged by Hurricane Sandy is September 1, 2014; and,

**WHEREAS**, the NPS, the SHPOs and THPOs listed above, the National Conference of Historic Preservation Officers (NCSHPO), and the Advisory Council on Historic Preservation (ACHP) have consulted in accordance with 36 CFR Section 800.14(b) to develop this Programmatic Agreement (PA) to tailor the Section 106 review process to the provisions set forth in the ESHPF, including allowing sub-grantees and contractors to participate in the implementation of the terms of this PA; and,

**WHEREAS**, the NPS, under the terms of this PA and in accordance with 36 CFR Section 800.2(c)(4), authorizes the SHPOs and THPOs to allow sub-grantees and contractors working on ESHPF undertakings to initiate the Section 106 review process, but remains legally responsible for all findings and determinations related to the ESHPF Program. The NPS also remains responsible for government-to-government consultation with Indian tribes, and the review of any ESHPF undertakings funded on tribal lands; and,

**WHEREAS**, the NPS in coordination with the SHPOs and THPOs listed above, shall take appropriate measures to notify local governments and the public of the existence of this PA (i.e., SHPO and THPO websites and statewide preservation organization websites) and involve them, as appropriate, during the implementation of the terms of this PA as set forth in Stipulation VII; and,

**WHEREAS**, the NPS proposes to establish efficiencies that it and other Federal agencies can use to coordinate on ESHPF projects as referenced in Executive Order 13604, "Improving Performance of Federal Permitting and Review of Infrastructure Projects" (May 22, 2012), the Presidential Memorandum, "Modernizing Federal Infrastructure Review and Permitting Regulations, Policies, and Procedures" issued on May 17, 2013, and the Unified Federal Review Report to be submitted to the President on July 29, 2014; and,

**WHEREAS**, the NPS has concluded that given the scope of the damage and impacts resulting from Hurricane Sandy the ESHPF grants, while earmarked specifically for historic preservation activities that adhere to *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (Standards), may have adverse effects on historic properties due to the commingling of federal and non-federal funding and the resulting completed work; and,

**WHEREAS**, the SHPOs and THPOs mentioned above, shall ensure that any ESHPF grants awarded to a sub-grantee or contractor for activities carried out prior to the execution of the Grant Agreements shall document the circumstances that resulted in the owner's stabilization, preservation, and rehabilitation of the historic property. ESHPF grants can assist with the restoration and rehabilitation of significant elements of the historic property that may have been compromised as a result of privately funded repair activities; and,

**WHEREAS**, ESHPF grant funding is for the purpose of historic preservation, and these grant funds shall not be used for any work or activity that does not conform to the terms and conditions of the NPS ESHPF Grant Agreement, including adherence to the appropriate Secretary of the Interior's Standards and Guidelines, and the approved plans and specifications or other specified scope of work; and,

**WHEREAS**, the NPS through reporting requirements will implement procedures to monitor expenditures until ESHPF funding is exhausted; and,

**WHEREAS**, a SHPO or THPO may withdraw from participating in this PA, and such withdrawal will not alter the terms and provisions of this PA for the remaining SHPOs and THPOs that are signatories to the PA. Notice of the withdrawal will be provided to the other signatories immediately by the NPS; and,

**NOW, THEREFORE**, the NPS, the SHPOs and THPOs listed above, NCSHPO, and the ACHP agree to the following stipulations to ensure that the implementation of the ESHPF Grant Agreements take into account effects on historic properties.

### STIPULATIONS

The NPS, in coordination with the SHPOs, THPOs, and parties noted above, shall adhere to the stipulations set forth in this PA.

#### **I. IDENTIFICATION OF HISTORIC PROPERTIES**

- A. During the identification and evaluation of historic properties within the Presidentially declared disaster areas established as a result of Hurricane Sandy in the States of Connecticut, Delaware, District of Columbia, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Virginia, and West Virginia, the SHPO and affected THPOs shall ensure that the direct, indirect, and cumulative effects are considered in establishing the geographic boundaries for the area of potential effects (APE) for each ESHPF grant activity included in the NPS approved Action Plan for that SHPO/THPO. If an APE has been previously established by other agencies for a related undertaking, the NPS will adhere to the geographic areas included in the existing APE.

#### **II. TRIBAL CONSULTATION**

- A. The NPS shall conduct government-to-government consultation with Indian Tribes that have expressed an interest in the Hurricane Sandy recovery efforts based upon their unique cultural, religious, and ancestral ties.
- B. The NPS shall develop protocols with Indian Tribes, individually or collectively, located within the States or for those with ancestral ties to the affected areas, to facilitate tribal consultation regarding the potential effect(s) of ESHPF grant activities on properties that Indian Tribes may attach religious and cultural significance. The NPS shall provide Indian Tribes with copies of the Grant Agreements executed pursuant to Stipulation III executed with each SHPO or THPO to assist the Indian Tribes in determining ESHPF grant activities likely to be of interest.
- C. The NPS and the SHPO, with THPO written permission, will consult with Indian Tribes that may attach religious and cultural significance for the review of ESHPF grant activities provided that the Tribes agree to such an arrangement and notify the NPS accordingly. Existing arrangements regarding review and consultation between THPOs and individual SHPOs shall remain in force, provided both parties agree to continue this method for ESHPF grant activities.
- D. Unless otherwise agreed by signatories to the PA, Tribal Protocols shall be finalized by September 1, 2014. Once formally adopted by the NPS, a copy of the consultation protocols shall be forwarded by the NPS to the ACHP for its records.

#### **III. DEVELOPMENT OF GRANT AGREEMENTS**

- A. No later than September 1, 2014, the SHPOs and THPOs, shall complete and submit to the NPS a revised final Action Plan and Project Budgets which will describe the preservation activities to be accomplished using the ESHPF Appropriations for review and compliance activities, and/or the stabilization and repair of historic and archeological properties damaged by Hurricane Sandy. These elements shall be appended to the overall Grant Agreement for each SHPO/ THPO and tailored to the recovery efforts currently underway or planned to be underway within the State. The following requirements shall be addressed in the Grant Agreement:

1. Applicability of *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (Standards);
  2. Requirements for submission by sub-grantees and contractors;
  3. Procedures for documentation of eligibility, project review, consultation and processing;
  4. Approval of covenants and preservation agreements for the treatment of historic properties attached to the deed of each funded activity, if applicable;
  5. Enforcement of special conditions;
  6. Roles and responsibilities of all parties;
  7. On-site inspections and project monitoring;
  8. Consideration of special circumstances related to the preservation of historic properties;
  9. Applicability of Section 110(k) of the NHPA to the ESHPF grant award;
  10. Discovery protocols for unanticipated discoveries; and,
  11. Development of Memorandum of Agreement (MOA)s or other agreement documents to resolve Adverse Effects as defined in 36 CFR 800.5.
- B. The SHPOs and THPOs shall ensure that any ESHPF grant issued prior to the final approval of the Grant Agreement, references the applicability of the conditions to such activities proposed by the sub-grantee.
- C. The SHPO/THPO shall return one copy of the executed and signed Grant Agreement to the NPS upon receipt and signature.
- D. The NPS will forward a copy of the executed and signed Grant Agreement to the ACHP and the affected Indian Tribes, for their files.
- E. SHPOs and THPOs shall ensure that Grant Agreements are made available for public review, subject to the limitations of Section 304 of the NHPA, no later than September 1, 2014. In the event that the respective SHPO/THPO determines that modifications are necessary, revised copies shall be provided to the ACHP and the affected Indian Tribes upon approval of said modification by the NPS.

#### IV. ACTIVITIES RESULTING IN ADVERSE EFFECTS

The SHPOs and THPOs and any subsequent sub-grantees or contractors are responsible for administrating and monitoring HPF-assisted activities to ensure performance that is in keeping with all conditions of the signed Grant Agreement. Sub-grantee noncompliance may cause disallowance of incurred costs, withholding, suspension of funds, or other administrative remedies. Failure by any third party to comply with grant requirements shall be deemed a failure by the originator to comply with the conditions of grant assistance, and such grant funds are subject to recovery. SHPOs and THPOs may, with NPS approval of an appropriate amendment request, reprogram and expend such funds for other eligible program purposes if the term of appropriation availability has not expired.

- A. SHPOs and THPOs, as well as their sub-grantees or contractors, are expressly prohibited from knowingly using ESHPF funds to cause Adverse Effects as noted in their individual Grant Agreements (see Stipulation III), without the prior approval of NPS based on an analysis of alternatives. The NPS will consider expenditures on projects that meet the criteria of adverse effects but are justified when no feasible alternative for preservation exists. In addition, cumulative Adverse Effects at a property may occur with the influx of other Federal and private funding.
- B. In the event that an Adverse Effect upon an historic property inadvertently occurs, as defined in 36 CFR Part 800.5 (a)(1) and (2), the SHPO/THPO shall initiate consultation consistent with the regulations, including Indian Tribes and other consulting parties as appropriate, and develop a MOA as per 36 CFR Part 800.6.

- C. Within 15 days of receiving the Adverse Effect notification, the NPS and the ACHP will provide written comments to the SHPO/THPO that they concur or object to funding the subject undertaking.
- D. The NPS and the ACHP will notify the SHPO/THPO if any changes to the timeframe requirements are necessary.
- E. If the NPS and the ACHP concur, they shall sign the final MOA and forward it to the SHPO/THPO for signature. If applicable, the sub-grantee will be required to sign the MOA as a concurring party. The SHPO/THPO shall submit a copy of the fully executed MOA to the NPS, the ACHP and affected Indian Tribes for their records.
- F. In order to avoid delays in the implementation of ESHPF grants, consultation to resolve adverse effects involving the NPS and the ACHP will be limited to a period of 60 days after which an MOA will be executed or the ACHP will provide comments or recommendations to the Associate Director for Cultural Resources, Stewardship and Science Programs of the NPS for consideration. Should the NPS or the ACHP, or both, fail to comment on the Adverse Effect notification within 15 calendar days following the receipt of adequate documentation, the SHPO/THPO may assume that they concur with the effect determination, and proceed to conclude the Section 106 review.
- G. Under no circumstances can the SHPO/THPO use ESHPF funds to mitigate adverse effects related to a previously ESHPF funded undertaking.

**V. UNANTICIPATED DISCOVERIES AND EFFECTS**

- A. In the event that a sub-grantee or contractor discovers an historic property, or creates through the ESHPF funding an unanticipated effect on such properties (including archeological sites and traditional cultural properties) within the immediate vicinity of the undertaking that was previously unknown, the sub-grantee or contractor shall immediately notify the SHPO/THPO and refrain from further project activities. As conditioned in their Grant Agreement documents, the SHPO/THPO must follow the discovery protocols which at a minimum, shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic property and take reasonable measures to avoid and minimize harm to the historic property until the SHPO/THPO and sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. The sub-grantee or contractor may perform additional measures to secure the jobsite, with the express permission of the SHPO/THPO, if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.
- B. If the undertaking cannot be modified to avoid Adverse Effects, the SHPO/THPO shall notify the NPS and Indian Tribes, consistent with the Tribal Protocols, as appropriate, if what is discovered appears to be tribal in nature or is specifically referenced in previous tribal consultation documents.
- C. If the SHPO/THPO and sub-grantee or contractor, and Indian Tribe, as appropriate, cannot agree on a suitable course of action within 15 calendar days to address the discovery, the SHPO/THPO shall contact the NPS to assist in the resolution of the dispute. In the event that an acceptable resolution cannot be achieved, the SHPO/THPO shall follow the dispute resolution process set forth in Stipulation X.

**VI. COORDINATION WITH UNDERTAKINGS OF OTHER FEDERAL AGENCIES**

- A. Should a proposed undertaking that is approved for financial assistance from the ESHPF also be a candidate for other Federal assistance, the other Federal agency or agencies may coordinate the Section 106 review under the terms of this PA. The Federal agency must formally notify the SHPO/THPO, the NPS and the ACHP before such an arrangement can go into effect. The notification must include adequate information on the nature and scope of the federal agency's involvement. Should the APE of a funded project cross state lines, the

Agencies must notify all affected SHPO/THPOs. The SHPO/THPO(s) shall have 15 days in which to object to the Federal agency's adequately documented request for the coordination of multiple agency Section 106 review. If the ACHP, the NPS and the SHPO do not object to the Federal agency's request, the Federal agency must provide written notification to the all consulting parties, including affected Indian Tribes, indicating that the agency will adhere to the terms of this PA to meet Section 106 responsibilities for the subject undertaking, including the resolution of adverse effects, if applicable. Should the SHPO, the ACHP and the NPS object to the Federal agency's request to coordinate other Federal activities associated with an ESHPF project, the Federal agency must independently comply with the requirements of Section 106.

- B. Should an Indian Tribe(s) invoke government-to-government consultation when notified by a Federal agency of its desire to coordinate activities under the terms of this PA, the federal agency shall honor this request.

#### **VII. COORDINATION OF ADMINISTRATIVE PROVISION**

- A. The SHPO/THPO shall inform all sub-grantees/contractors in writing of the applicability of Section 110(k) of the NHPA to the ESHPF grant award and the need to refrain from any project activities that may cause Adverse Effects not of an emergency nature.
- B. In the event Section 110(k) applies, SHPO/THPO shall consult with the NPS and take the appropriate next steps to re-obligate ESHPF funding.
- C. In the event that an Indian Tribe, the ACHP, or a member of the public notifies the NPS or the SHPO/THPO of potential violation of Section 110(k), the NPS shall investigate to determine the applicability of Section 110(k) to the undertaking. If the NPS concludes that Section 110(k) applies, yet intends to continue funding the undertaking, the NPS shall comply with the procedures set forth in 36 CFR 800.

#### **VIII. PUBLIC NOTIFICATION AND INVOLVEMENT**

- A. The SHPO/THPO shall take appropriate measures to notify the public of the terms of the PA and the ESHPF grant activities covered under the approved Action Plan and Grant Agreement. The SHPO/THPO will use established web-links and information sources for Hurricane Sandy to notify the public of the grant opportunity and ability to comment. The SHPO/THPOs will retain a notice of the funding opportunity until all grants are expended.
- B. Any member of the public may notify the NPS, or the relevant SHPO/THPO, of concerns it has regarding the implementation of the terms of this PA. The NPS and the relevant SHPO/THPO, and the ACHP, will consider the public comments at any time during the implementation of this PA, and shall notify the consulting parties and consult further with the objecting party and the consulting parties to seek resolution. If the NPS determines that the objection cannot be resolved, the NPS shall forward a proposed resolution of the objection and all documentation on the objection, the consulting parties' opinion of the proposed resolution, if any, and any other relevant documentation to the ACHP. Within 15 days after receipt of all pertinent documentation the ACHP will submit to the NPS their recommendations.
- C. Any ACHP recommendation provided in response to such a request will be taken into account by the NPS in accordance with 36 CFR §800.7(c)(4) with reference only to the subject of the dispute. The NPS's responsibility to carry out all actions under this PA that are not subjects of the dispute will remain unchanged.

#### **IX. ADMINISTRATION OF THIS PROGRAMMIC AGREEMENT**

- A. In the event that the NPS meets with any SHPO/THPO regarding compliance with the terms of the Grant Agreement following the review of a Progress Report, the NPS shall inform the

ACHP of the outcome of such meetings with respect to fundamental implementation changes within the terms of this PA. The NPS shall provide the relevant SHPO/THPO with a copy of any correspondence provided to the ACHP.

- B. The NPS will ensure that that necessary project notifications, progress reports, identification of effects, site forms are all submitted as required under the Grant Agreement.
- C. The NPS shall also submit to the ACHP a copy of the Final Project Report, as required by the Grant Agreements, excluding confidential information, when the undertakings funded by the ESHPF are completed.
- D. In the interim, the NPS will periodically share with the SHPO/THPOs, sub-grantees and contractors, best management practices for implementing ESHPF grant activities.

## **X. DISPUTE RESOLUTION**

- A. Should any signatory to this PA, or affected Indian Tribe(s), object to any plans, specifications, actions, or reports, provided under the terms of this PA, the signatories shall consult the NPS to seek resolution. If any signatory or Indian Tribe determines that the dispute cannot be resolved, the NPS as the Federal agency will request formal recommendations and assistance from the ACHP. The ACHP will provide comments to the NPS within 15 days of receipt of adequate documentation. The NPS will take these comments into account in reaching a final decision concerning the dispute.
- B. Any recommendation or comment by the ACHP will pertain only to the subject of the dispute. The responsibility of the signatories to implement all actions pursuant to this PA that are not subject to the dispute shall remain unchanged.
- C. Public Objections shall follow the actions stipulated in Section VIII (B) above.
  - 1. Should the SHPO/THPO receive from a member of the public a timely objection related to historic preservation and the implementation of a specific undertaking(s), or the effects of a project on historic properties, the SHPO/THPO shall notify the NPS and take the objection into account. If the SHPO/THPO is unable to resolve the objection, the SHPO/THPO will involve the NPS, and, as appropriate, the ACHP, in resolving the objection. The SHPO/THPO may proceed with implementing their individual ESHPF Program and other portions of the undertaking which are not the subject of the objection.

## **XI. DURATION**

- A. This PA will remain in effect until Section 106 reviews for all undertakings related to the Disaster Declaration have been completed and all ESHPF grant funded projects (including sub-grants) have been completed. This PA will expire upon implementation of all activities assisted by ESHPF grants or at such time as the NPS notifies the other signatories in writing that the Grant Agreements have expired. If any SHPO/THPO wishes to extend the PA the SHPO/THPO shall notify the NPS and the other signatories accordingly and initiate consultation for an amendment in accordance with Stipulation XII.

## **XII. AMENDMENT AND TERMINATION**

- A. Amendment
  - 1. Notwithstanding any other provision in this PA, any signatory may request that it be amended, whereupon the signatories will consult to consider such amendment. The NPS will facilitate consultation, including notification of Indian Tribes, within 30 calendar days of the request. Any amendment will be in writing and signed by the NPS, the SHPO/THPO, and the ACHP, and shall be effective on the date of the final signatory.



**B. Termination**

1. This PA may be terminated at the request of any of the signatory parties within 30 calendar days following written notification to the other signatory parties. Termination by one SHPO/THPO, however, does not result in the termination the PA between the other remaining signatories. In the event the PA is terminated, the NPS, in consultation with the SHPO/THPOs noted above, shall comply with 36 CFR Part 800 on a case-by-case basis for all activities funded under the ESHPF Grant Agreements that have not yet been initiated.

**XIII. EXECUTION**

Execution of this PA by the NPS, the named SHPOs and THPOs, NCSHPO, and the ACHP, and consulting Tribal parties, and implementation of its terms, will evidence that the NPS has taken into account the effect of ESHPF, and has afforded the ACHP and consulting parties an opportunity to comment on the undertaking and its effects on historic properties, and has met the requirements of Section 106 of the National Historic Preservation Act. This PA shall become effective on the date of the final signatory.

Programmatic Agreement Emergency Supplemental Appropriation Historic Preservation Fund

Signatories:

Stephanie Toothman

Stephanie Toothman, Ph.D.  
Associate Director, Cultural Resources, Partnerships  
and Science  
NATIONAL PARK SERVICE

6/30/14  
DATE

John M. Fowler

7/1/14  
DATE

ADVISORY COUNCIL ON HISTORIC PRESERVATION

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DATE

CONNECTICUT STATE HISTORIC PRESERVATION OFFICE

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DELAWARE STATE HISTORIC PRESERVATION OFFICE

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MARYLAND STATE HISTORIC PRESERVATION OFFICE

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MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICE

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NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICE

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NEW JERSEY STATE HISTORIC PRESERVATION OFFICE



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NEW YORK STATE HISTORIC PRESERVATION OFFICE

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OHIO STATE HISTORIC PRESERVATION OFFICE

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PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICE

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RHODE ISLAND STATE HISTORIC PRESERVATION OFFICE

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VIRGINIA STATE HISTORIC PRESERVATION OFFICE

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DATE

WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICE

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DATE

MASHANTUCKET (WESTERN) PEQUOT TRIBAL NATION, TRIBAL HISTORIC  
PRESERVATION OFFICE

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DATE

NARRANGANSETT INDIAN TRIBE, TRIBAL HISTORIC PRESERVATION OFFICE



Programmatic Agreement Emergency Supplemental Appropriation Historic Preservation Fund

Concurring:

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Absentee Shawnee Tribe of Indians of Oklahoma DATE

\_\_\_\_\_  
Cayuga Nation of New York DATE

\_\_\_\_\_  
Delaware Nation, Oklahoma DATE

\_\_\_\_\_  
Delaware Tribe of Indians DATE

\_\_\_\_\_  
District of Columbia DATE

\_\_\_\_\_  
Eastern Band of the Cherokee Tribe DATE

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Mashpee Wampanoag Indian Tribal Council DATE

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Mohegan Tribe, Tribal Historic Preservation Office DATE

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Oneida Nation of New York DATE

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Programmatic Agreement Emergency Supplemental Appropriation Historic Preservation Fund

Onondaga Nation of New York \_\_\_\_\_ DATE

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Pamunkey Tribe \_\_\_\_\_ DATE

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Saint Regis Mohawk Tribe (formerly the St. Regis Band of Mohawk Indians of New York) \_\_\_\_\_ DATE

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Seneca Nation of New York \_\_\_\_\_ DATE

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Shawnee Tribe of Oklahoma \_\_\_\_\_ DATE

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Shinnecock Indian Nation \_\_\_\_\_ DATE

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Stockbridge-Munsee Band of Mohicans \_\_\_\_\_ DATE

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Tonawanda Band of Seneca Indians of New York \_\_\_\_\_ DATE

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Tuscarora Nation of New York \_\_\_\_\_ DATE

\_\_\_\_\_  
Wampanoag Tribe of Gay Head, Tribal Historic Preservation Office \_\_\_\_\_ DATE

APPENDIX A – GRANT AGREEMENT TEMPLATE