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2                   **PROTOTYPE PROGRAMMATIC AGREEMENT AMONG**  
3                   **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**  
4                   **THE \_\_\_\_\_ STATE HISTORIC PRESERVATION OFFICER,**  
5                   **THE \_\_\_\_\_ STATE EMERGENCY MANAGEMENT AGENCY, AND**  
6                   **\_\_\_\_\_ TRIBE(S) OR NATIVE HAWAIIAN ORGANIZATION(S)**  
7

8   **WHEREAS**, the mission of the Federal Emergency Management Agency (FEMA) of the  
9 Department of Homeland Security is to support our citizens and first responders to ensure that as  
10 a nation we work together to build, sustain, and improve our capability to prepare for, protect  
11 against, respond to, recover from, and mitigate all hazards; and

12 **WHEREAS**, FEMA makes assistance available to States, Commonwealths, communities,  
13 Federally recognized Indian Tribes (Tribes) and other eligible entities through programs  
14 (Programs) set forth in Appendix A, pursuant to the Homeland Security Act of 2002, Pub. L. No.  
15 107-296 (2002) (codified as amended at 6 U.S.C. § 101 *et seq.*); Robert T. Stafford Disaster  
16 Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42  
17 U.S.C. § 5121 *et seq.*, (Stafford Act); the National Flood Insurance Act of 1968, Pub. L. No. 90-  
18 448 (1968) (as amended); the National Flood Insurance Reform Act of 1994, Pub. L. No. 103-325  
19 (1994) (as amended); the Post-Katrina Emergency Management Reform Act of 2006, Pub. L. No.  
20 109-295 (2006) (as amended); implementing regulations contained in Title 44 of the Code of  
21 Federal Regulations (CFR), Executive Order 13407 (2006), and such other acts, executive orders,  
22 implementing regulations, or Congressionally authorized programs as are enacted from time to  
23 time; and  
24

25 **WHEREAS**, FEMA has determined that implementing its Programs may result in Undertakings  
26 (as defined by 16 U.S.C. § 470w and 36 CFR § 800.16(y)) that may affect properties listed in or  
27 eligible for listing in the National Register of Historic Places (National Register) pursuant to 36  
28 CFR Part 60 (historic properties), and FEMA has consulted with the \_\_\_\_\_ (SHPO)  
29 pursuant to Section 106 of the National Historic Preservation Act (NHPA), Pub. L. No. 89-665  
30 (1966) (codified as amended at 16 U.S.C. § 470f) and Section 110 of NHPA (codified as amended  
31 at 16 U.S.C. §470h-2), and the regulations implementing Section 106 of the NHPA (Section 106)  
32 at 36 CFR Part 800; and  
33

34 **WHEREAS**, FEMA, the Advisory Council on Historic Preservation (ACHP), and the National  
35 Conference of State Historic Preservation Officers (NCSHPO) have determined that FEMA’s  
36 Section 106 requirements can be more effectively and efficiently implemented and delays to the  
37 delivery of FEMA assistance minimized if a programmatic approach is used to stipulate roles and  
38 responsibilities, exempt certain Undertakings from Section 106 review, establish protocols for  
39 consultation, facilitate identification and evaluation of historic properties, and streamline the  
40 assessment and resolution of adverse effects; and  
41

42 **WHEREAS**, FEMA has developed a Prototype Programmatic Agreement (FEMA Prototype  
43 Agreement) pursuant to 36 CFR § 800.14(b)(4) in consultation with the ACHP and NCSHPO to  
44 serve as a basis for negotiation of a State/Tribal specific Programmatic Agreement (Agreement)

45 with the SHPO, State/Tribal Emergency Management Agency, and/or participating Tribe(s) or  
46 Native Hawaiian organization(s); and

47  
48 **WHEREAS**, this Agreement conforms to the FEMA Prototype Agreement as designated by the  
49 ACHP on \_\_\_\_\_, \_\_, 20\_\_, and therefore does not require the participation or signature of the  
50 ACHP; and

51  
52 **WHEREAS**, in order to implement its Programs, FEMA will provide assistance to State or  
53 Commonwealth of \_\_\_\_\_ and/or Tribes (Grantee(s)) that may provide monies and other  
54 assistance to eligible subgrantees, and as such, the \_\_\_\_\_ State/Tribal Emergency Management  
55 Agency that is typically responsible for administering funds provided under these Programs, has  
56 participated in this consultation, and FEMA has invited the \_\_\_\_\_ State/Tribal Emergency  
57 Management Agency to execute this Agreement as an Invited Signatory; and

58  
59 **WHEREAS**, FEMA also may directly perform its own Undertakings; and

60  
61 **WHEREAS**, in anticipation or in the immediate aftermath of an event, impacted communities  
62 and the State or Commonwealth of \_\_\_\_\_, and/or affected Tribes, may conduct critical  
63 preparedness, response and recovery activities to safeguard public health and safety and to restore  
64 vital community services and functions before, during, and or following an event. Some of these  
65 activities may become Undertakings requiring Section 106 review subject to the terms of this  
66 Agreement, and FEMA shall coordinate the appropriate review as warranted; and

67  
68 **WHEREAS**, FEMA has determined that its Programs may result in Undertakings with the  
69 potential to affect historic properties having religious and cultural significance to Tribes and  
70 Native Hawaiian organizations, including sites that may contain human remains and/or associated  
71 cultural items; and

72  
73 **WHEREAS**, FEMA recognizes that the \_\_\_\_\_ Native Hawaiian organizations may have  
74 sites and land of religious and cultural significance within the State of Hawaii, and pursuant to 36  
75 CFR § 800.2 (c)(2)(ii)(E) has invited the Native Hawaiian organization(s) to enter into an  
76 agreement that specifies how FEMA and the Native Hawaiian organization(s) will carry out  
77 Section 106 responsibilities, including the confidentiality of information. The agreement may  
78 grant the Native Hawaiian organization(s) additional rights to participate or concur in FEMA  
79 decisions in the Section 106 process beyond those specified in Subpart B of 36 CFR Part 800;  
80 and

81  
82 **WHEREAS**, FEMA recognizes that the \_\_\_\_\_ Tribe(s) may have sites of religious and  
83 cultural significance on or off Tribal lands, and in meeting its Federal trust responsibility, FEMA  
84 has engaged in government-to-government consultation with the Tribe(s), and pursuant to 36 CFR  
85 § 800.2 (c)(2)(ii)(E) has invited the Tribe(s) to enter into an agreement that specifies how FEMA  
86 and the Tribe(s) will carry out Section 106 responsibilities, including the confidentiality of  
87 information; and

88  
89 **WHEREAS**, the \_\_\_\_\_ Tribe(s) have assumed the responsibilities of the SHPO in  
90 its/their Tribal lands through appointment of a THPO in accordance with Section 101 of the

91 NHPA, and FEMA shall consult with the THPO in lieu of the SHPO for Undertakings occurring  
92 on or affecting its/their Tribal lands; and

93  
94 **WHEREAS**, nothing in this Agreement prevents a Tribe or Native Hawaiian Organization from  
95 entering into a separate Programmatic Agreement or other agreement with FEMA for  
96 administration of FEMA Programs;

97  
98 **WHEREAS**, notwithstanding the aforementioned invitation to enter into an agreement, FEMA  
99 has invited the \_\_\_\_\_ Tribe(s) or Native Hawaiian organization(s) to enter into this  
100 Agreement as a signatory party to fulfill the requirements of Section 106; and

101  
102 **WHEREAS**, \_\_\_\_\_ Tribes(s) or Native Hawaiian organization(s) have agreed to enter  
103 into a separate Programmatic Agreement or other agreement with FEMA; and

104  
105 **WHEREAS**, \_\_\_\_\_ Tribes(s) or Native Hawaiian organization(s) have declined  
106 to enter into this Agreement as a signatory party; and

107  
108 **WHEREAS**, \_\_\_\_\_ Tribes(s) or Native Hawaiian organization(s) have not  
109 responded to FEMA’s invitation to enter into this Agreement as a signatory party; and

110  
111 **WHEREAS**, FEMA may invite additional Tribes or Native Hawaiian organizations that have  
112 sites of religious and cultural significance to enter into the terms of this Agreement as invited  
113 signatories or concurring parties; and

114  
115 **WHEREAS**, the terms of this Agreement shall not apply to Undertakings on or affecting Tribal  
116 lands without prior execution of the Agreement by the affected Tribe(s); and

117  
118 **WHEREAS**, for the review of specific Undertakings under this Agreement, FEMA may invite  
119 other agencies, organizations, and individuals to participate as consulting parties; and

120  
121 **NOW, THEREFORE**, FEMA, the Grantee(s), SHPO, and participating Tribe(s) or Native  
122 Hawaiian organization(s) (Signatories) agree that FEMA Programs in the State or Commonwealth  
123 of \_\_\_\_\_ and/or on Tribal lands shall be administered in accordance with the following  
124 Stipulations to satisfy FEMA’s Section 106 responsibilities for all resulting Undertakings and  
125 effectively integrate historic preservation compliance considerations into the delivery of FEMA  
126 assistance. FEMA will not authorize implementation of an individual Undertaking until Section  
127 106 review is completed pursuant to this Agreement.

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129 **STIPULATIONS**

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131 To the extent of its legal authority, and in coordination with other Signatories, FEMA shall ensure  
132 that the following measures are implemented:

133 I. GENERAL

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A. Applicability

1. The execution of this Agreement supersedes the terms of [previously executed Agreement] in the State or Commonwealth of \_\_\_\_\_.
2. For FEMA Undertakings that also are within the jurisdiction of the Federal Communications Commission (FCC) and within the scope of its Section 106 Programmatic Agreements for communication facilities, FEMA defers Section 106 review in accordance with the ACHP Program Comment of October 23, 2009. The approval of funding for the FEMA Undertaking shall be conditioned upon the compliance of the sub-grantee with FCC’s applicable Section 106 review, including any required consultation with Tribes or Native Hawaiian organizations. FEMA shall notify the SHPO/THPO when it applies the ACHP Program Comment to an Undertaking. FEMA remains responsible for any FEMA Undertakings it determines are outside the jurisdiction of FCC.
3. In the event of a Stafford Act major disaster or emergency declaration (Declaration), State, Tribal and local governments may lack the capability to perform or to contract for emergency work, and instead request that the work be accomplished by a Federal agency. Through a mission assignment (MA), FEMA may direct appropriate Federal agencies to perform the work. This Agreement shall apply to such Federal assistance undertaken by or funded by FEMA pursuant to Titles IV and V of the Stafford Act and 44 CFR Part 206.
4. FEMA may utilize this Agreement to fulfill its Section 106 responsibilities and those of other Federal agencies that designate FEMA as the lead Federal agency pursuant to 36 CFR § 800.2(a)(2) with appropriate notification to the ACHP, regarding Undertakings that fall within the scope of this Agreement. When FEMA is not designated as the lead Federal agency, all Federal agencies, including FEMA, remain individually responsible for their compliance with Section 106.
5. If another Federal program or Federal agency has concluded Section 106 consultation review and approved an Undertaking within the past \_\_\_ years, FEMA has no further requirement for Section 106 review regarding that Undertaking provided that FEMA chooses to adopt the findings and determinations of the previous agency and FEMA confirms that the scope and effect [as defined by 36 CFR § 800.16(i)] of its Undertaking are the same as that of the Undertaking reviewed by the previous agency, and that it opines that the previous agency complied with Section 106 appropriately. FEMA shall document these findings in its project file in order to confirm that the requirements of Section 106 have been satisfied. Should FEMA, in consultation with SHPO and participating Tribe(s) or Native Hawaiian organization(s), determine that the previous Section 106 review was insufficient or involved interagency disagreements about eligibility, effect, and/or treatment measures, FEMA shall

- 178           conduct additional Section 106 consultation in accordance with the terms of this  
179           Agreement.  
180
- 181           6. With the written concurrence of the Signatories, other Federal agencies providing  
182           financial assistance for the type of Program activities covered under the terms of this  
183           Agreement may satisfy their Section 106 responsibilities for such activities by  
184           accepting and complying with the terms of this Agreement.  
185
- 186           a. Other Federal Agencies may include municipalities who have assumed  
187           environmental responsibilities of the U.S. Department of Housing and Urban  
188           Development and, acting as the Responsible Entity pursuant to 24 CFR Part 58, are  
189           responsible for environmental review, decision-making and action.  
190
- 191           b. In such situations, the other Federal Agency shall notify the Signatories in writing  
192           of its intent to use this Agreement to achieve compliance with its Section 106  
193           requirements, and consult with the Signatories regarding its Section 106  
194           compliance responsibilities. Resumes of staff who meet the Secretary’s  
195           Professional Qualification Standard(s) and will review Second Tier projects in  
196           accordance with Appendix B of this Agreement shall be provided to FEMA and  
197           the SHPO/THPO.  
198
- 199           7. FEMA has determined that the following types of activities have limited or no  
200           potential to affect historic properties and FEMA has no further Section 106  
201           responsibilities with regards to them, pursuant to 36 CFR § 800.3(a)(1):  
202
- 203           a. Pursuant to 44 CFR § 206.110(m), assistance to individuals and households  
204           provided under 44 CFR Part 206, Subpart D and Section 408 of the Stafford Act,  
205           including funding for owner occupied home repair and replacement, content  
206           replacement, personal property, transportation and healthcare expenses, is exempt  
207           from the provisions of Section 106. For ground disturbing activities, and  
208           construction related to 44 CFR §§ 206.117(b)(1)(ii) (temporary housing),  
209           206.117(b)(3) (replacement housing), 206.117(b)(4) (permanent housing  
210           construction), 206.117(c)(1)(vi) (privately owned access routes) and rental units  
211           (multi-family repair), FEMA shall conduct Section 106 review.  
212
- 213           b. Administrative actions such as personnel actions, travel, procurement of services,  
214           supplies (including vehicles and equipment) for the support of day-to-day and  
215           emergency operational activities, and the temporary storage of goods provided  
216           storage occurs within existing facilities or on previously disturbed soils.  
217
- 218           c. Preparation, revision, and adoption of regulations, directives, manuals, and other  
219           guidance documents.  
220
- 221           d. Granting of variances, and actions to enforce Federal, State, or local codes,  
222           standards or regulations.  
223

- 224 e. Monitoring, data gathering, and reporting in support of emergency and disaster  
225 planning, response and recovery, and hazard activities.  
226
- 227 f. Research and development of hazard warning systems, hazard mitigation plans,  
228 codes and standards, and education/public awareness programs.  
229
- 230 g. Assistance provided for planning, studies, design and engineering costs that  
231 involve no commitment of resources other than staffing and associated funding.  
232
- 233 h. Assistance provided for training, management and administration, exercises, and  
234 mobile/portable equipment purchases; with the exception of potential ground-  
235 disturbing activities and modification of existing structures.  
236
- 237 i. Community Disaster Loans for funding to perform governmental functions for any  
238 eligible jurisdiction in a designated disaster area that has suffered a substantial loss  
239 of tax and other revenue.  
240
- 241 j. Acquisition or lease of existing facilities where planned uses conform to past use  
242 or local land use requirements.  
243
- 244 k. Funding the administrative action of acquiring properties in acquisition projects,  
245 including the real estate transaction, but excluding demolition.  
246
- 247 l. Labor, equipment and materials used to provide security in the Declaration area,  
248 including lease, rental, purchase or repair of equipment or vehicles and payment  
249 for staff and contract labor.  
250
- 251 m. Application of pesticides to reduce adverse public health effects, including aerial  
252 and truck-mounted spraying.  
253
- 254 n. Unemployment assistance.  
255
- 256 o. Distribution of food coupons.  
257
- 258 p. Legal services.  
259
- 260 q. Crisis counseling.  
261
- 262 10. Any FEMA Programs authorized by the United States Congress in the future may be  
263 included in this Agreement in accordance with Stipulation IV.A, Amendments. Any  
264 change in the FEMA name, Programs, or organizational structure shall not affect this  
265 Agreement.  
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268 B. Roles and Responsibilities of the Signatories

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1. FEMA:

- a. FEMA shall use Federal, Tribal, State, subgrantee, or contractor staff whose qualifications meet the Secretary of the Interior’s (Secretary’s) Professional Qualifications Standards (Professional Qualifications) set forth in the Federal Register at 48 Fed. Reg. 44716-01 (September 29, 1983), as amended (Qualified), in completing identification and evaluation of historic properties and in making determinations of effects. FEMA shall review any National Register eligibility determination and make its own findings of effect resulting from the performance of these activities prior to submitting such determinations to the SHPO and participating Tribe(s) or Native Hawaiian organization(s).
- i. FEMA acknowledges that Tribes and Native Hawaiian organizations possess special expertise in assessing the National Register eligibility of properties with religious and cultural significance to them. Tribal and Native Hawaiian organization leaders, and as appropriate, their representatives, shall decide who meets qualifications/standards as defined by their Tribes or Native Hawaiian organizations for review of Undertakings affecting properties with religious and cultural significance to them.
- b. FEMA alone shall conduct all Section 106 consultation with Tribe(s) or Native Hawaiian organization(s). In accordance with 36 CFR § 800.2(c)(4), FEMA may authorize the Grantee(s), or a subgrantee through the Grantee(s), to initiate the Section 106 process with the SHPO and other consulting parties, assist in identifying other consulting parties with a demonstrated interest in the Undertaking, and prepare any necessary analyses and documentation, but FEMA will remain responsible for determinations of National Register eligibility and findings of effect recommended by the authorized party. FEMA shall follow the process set forth in Stipulation I.B.1(a), FEMA Roles and Responsibilities, and notify the SHPO in writing when a Grantee or subgrantee has been authorized to initiate consultation on FEMA’s behalf.
- c. Prior to authorizing the release of funds for individual Undertakings requiring grant conditions pursuant to this Agreement, FEMA shall inform the Grantee(s) of all stipulations and conditions and ensure that they are understood so they can be adequately conveyed to the subgrantee. FEMA shall work in partnership with the Grantee(s) to provide subgrantees with guidance on in-kind repair pursuant to *The Secretary of the Interior’s Standards for the Treatment of Historic Properties 1995 (Standards)*, 36 CFR Part 68, or the most updated version, and techniques to avoid or minimize adverse effects to historic properties.
- d. FEMA shall provide the other Signatories with an annual report for the previous calendar year by  of each year that this Agreement is in effect. This annual report will summarize the actions taken to implement the terms of this Agreement,

- 314 statistics on Undertakings reviewed, and recommend any actions or revisions to be
- 315 considered, including updates to the appendices.
- 316
- 317 e. FEMA shall confer annually and as necessary with the other Signatories within
- 318 █ days after issuance of the annual report, to review the report and/or discuss
- 319 issues and concerns in greater detail.
- 320
- 321 f. FEMA shall notify the SHPO and affected Tribe(s) or Native Hawaiian
- 322 organization(s), as soon as practicable, following a Declaration to provide specific
- 323 points of contact and other pertinent information about the Declaration.
- 324
- 325 g. FEMA may convene an initial scoping meeting with the Signatories and other
- 326 interested parties as soon as practicable after each Declaration to address
- 327 Declaration-specific issues and procedures.
- 328
- 329 h. FEMA shall ensure that all documentation resulting from Undertakings reviewed
- 330 pursuant to this Agreement is consistent with applicable SHPO and Tribal or
- 331 Native Hawaiian organization guidelines and the confidentiality provisions of 16
- 332 U.S.C. § 470w-3 and 36 CFR § 800.11(c).

333 2. SHPO:

- 334
- 335 a. SHPO shall review FEMA’s determination of the Areas of Potential Effect (APE),
- 336 National Register eligibility determinations, and FEMA’s effect findings and
- 337 respond within timeframes required by this Agreement.
- 338
- 339 b. Upon request, the SHPO shall provide FEMA and/or its designee(s) with available
- 340 information about historic properties (such as access to online systems or site files,
- 341 GIS data, survey information, geographic areas of concern). Such data sharing
- 342 may be memorialized in an agreement. Only Qualified FEMA staff and/or
- 343 designee(s) shall be afforded access to protected historic property information.
- 344
- 345 c. The SHPO shall identify staff or consultants to assist FEMA staff with their
- 346 Section 106 responsibilities, and identify, in coordination with FEMA, specific
- 347 activities that SHPO may perform for specific Undertakings as agreed in writing
- 348 with FEMA.
- 349
- 350 d. As requested, SHPO staff shall be reasonably available as a resource and for
- 351 consultation through site visits, written requests, telephone conversations or
- 352 electronic media. In those instances where consultation with SHPO has occurred,
- 353 FEMA shall provide a written summary via e-mail or regular mail to SHPO,
- 354 including any decisions that were reached.
- 355
- 356 e. The SHPO may delegate some or all of its responsibilities under this Agreement to
- 357 one or more Liaisons. The SHPO will confer with FEMA about the selection of
- 358 any Liaisons, the scope of responsibilities delegated and related implementing

359 procedures. SHPO shall formally document these decisions for concurrence by  
360 FEMA. Liaisons are not required to be members of the SHPO staff.

- 361
- 362 f. The SHPO shall participate in an initial scoping meeting for a Declaration.
- 363
- 364 g. The SHPO may assist local jurisdictions and/or the Grantee(s) in the State or  
365 Commonwealth of \_\_\_\_\_ with advance planning efforts to consider  
366 historic properties in the context of homeland security considerations, including  
367 disaster preparedness, response, recovery, and mitigation programs for which  
368 FEMA funding may be requested.
- 369
- 370 h. The SHPO shall coordinate with FEMA, to identify consulting parties, including  
371 any communities, organizations, or individuals that may have an interest in a  
372 specific Undertaking and its effects on historic properties.
- 373
- 374 i. The SHPO shall participate in annual reviews convened by FEMA to review the  
375 effectiveness of this Agreement in accordance with Stipulation I.B.1(e).

376 3. Grantee(s):

- 377
- 378 a. The Grantee(s) shall ensure that their subgrantees understand and acknowledge  
379 conditions and potential requirements that may be placed upon Undertakings as a  
380 result of Section 106 consultation and the provisions of this Agreement.
- 381
- 382 b. The Grantee(s) shall participate in an initial scoping meeting for a Declaration.
- 383
- 384 c. The Grantee(s) shall ensure that their subgrantees understand that failure to comply  
385 with any project-specific conditions that have been placed on their grants could  
386 jeopardize FEMA funding.
- 387
- 388 d. The Grantee(s) shall notify FEMA as soon as possible of any proposed change to  
389 the approved scope of work. The Grantee(s) shall direct their subgrantee not to  
390 implement the changes to the proposed scope of work until any additional review  
391 required by this Agreement is complete.
- 392
- 393 e. The Grantee(s) shall ensure that its subgrantees are made aware that in the event of  
394 an unexpected discovery involving an Undertaking that has affected a previously  
395 unidentified historic property or human remains, or affected a known historic  
396 property in an unanticipated manner, the subgrantee will comply with Stipulation  
397 III.B, Unexpected Discoveries, Previously Unidentified Properties, or Unexpected  
398 Effects.
- 399
- 400 f. The Grantee(s) shall ensure that in its subgrant agreements, any scope of work  
401 involving ground disturbance, and resultant contracts to execute said work, provide  
402 for the protection of and notification protocols for unexpected discoveries or  
403 unexpected effects to cultural material and human remains.

404 g. If a Signatory Tribe assumes the role of Grantee for projects on Tribal lands, the  
405 Tribe shall assume the same responsibilities as outlined in Stipulation I.B.3 of this  
406 Agreement, Roles and Responsibilities of the Signatories.

407 C. Tribal and Native Hawaiian Organization Consultation

- 408
- 409 1. For FEMA Undertakings on Tribal lands or affecting properties of religious and  
410 cultural significance, and where no tribe-specific consultation agreements or protocols  
411 are in place, FEMA shall consult with affected Tribe(s) or Native Hawaiian  
412 organization(s) in accordance with 36 CFR Part 800. In determining who the affected  
413 Tribe(s) or Native Hawaiian organization(s) may be, FEMA will first establish that it  
414 is a type of Undertaking with potential to affect historic properties with religious and  
415 cultural significance and may consult with the SHPO, Tribe(s), any State Tribal  
416 Agency, or the Office of Native Hawaiian Affairs, and access the National Park  
417 Service (NPS) Native American Consultation Database or other tools to identify  
418 geographic tribal interests.
- 419
- 420 2. FEMA shall ensure that its consultations with other consulting parties shall not include  
421 the dissemination of information, when advised of data sensitivity by the Tribe(s) or  
422 Native Hawaiian organization(s), that might risk harm to an American Indian or  
423 Native Hawaiian site or property of religious and cultural significance or that might  
424 impede the use of such a site by the Tribe(s) or Native Hawaiian organization(s) in  
425 accordance with Section 304 of the NHPA and other applicable laws. Information  
426 provided is exempt from public knowledge and disclosure under the Freedom of  
427 Information Act (FOIA) by both Section 304 of the NHPA and Section 9 of the  
428 Archaeological Resources Protection Act (ARPA) (16 U.S.C. §470aa – 470mm).
- 429
- 430 3. FEMA shall invite affected Tribe(s) or Native Hawaiian organization(s) to participate  
431 in initial scoping within their geographic area of interest for each Declaration.

432 D. Public Participation

- 433
- 434 1. FEMA recognizes that the views of the public are essential to informed decision  
435 making throughout the Section 106 consultation process. FEMA shall notify the public  
436 of proposed Undertakings in a manner that reflects the nature, complexity, and  
437 effect(s) of the Undertaking, the likely public interest given FEMA’s specific  
438 involvement, and any confidentiality concerns of Tribe(s) or Native Hawaiian  
439 organization(s), private individuals and businesses.
- 440
- 441 2. FEMA may consult with the Grantee(s), subgrantee, SHPO, and participating Tribe(s)  
442 or Native Hawaiian organization(s), and other consulting parties to determine if there  
443 are individuals or organizations with a demonstrated interest in historic properties that  
444 should be made aware of an Undertaking. If such parties are identified or identify  
445 themselves to FEMA, FEMA shall provide them with information regarding the  
446 Undertaking and its effect on historic properties, consistent with the confidentiality  
447 provisions of 36 CFR § 800.11(c).

- 448 3. In accordance with the outreach strategy developed for an Undertaking in consultation  
449 with the SHPO and participating Tribe(s) or Native Hawaiian organization(s), for  
450 involving the public, FEMA shall identify the appropriate stages for seeking public  
451 input during the Section 106 consultation process. FEMA shall consider all views  
452 provided by the public regarding an Undertaking.  
453
- 454 4. FEMA may also provide public notices and the opportunity for public comment or  
455 participation in an Undertaking through the public participation process of the  
456 National Environmental Policy Act (NEPA) and its implementing regulations set out  
457 at 44 CFR Part 10, and/or Executive Orders 11988 and 11990 relating to floodplains  
458 and wetlands as set out in 44 CFR Part 9, and Executive Order 12898, Environmental  
459 Justice, provided such notices specifically reference Section 106 as a basis for public  
460 involvement.  
461
- 462 5. Should a member of the public object in writing to implementation of the Agreement’s  
463 terms, FEMA will notify the other signatories in writing and take the objection into  
464 consideration. FEMA shall consult with the objecting party and, if that party so  
465 requests, the other Signatories, for not more than 30 days. In reaching its decision  
466 regarding the objection, FEMA shall take into consideration all comments from these  
467 parties. Within 15 days after closure of this consultation period, FEMA shall provide  
468 the other parties with its final decision in writing.

469 E. Timeframes and Communications

- 470 1. All time designations shall be in calendar days unless otherwise stipulated. If any  
471 Signatory does not object to FEMA’s finding or determination related to an  
472 Undertaking within an agreed upon timeframe, FEMA may proceed to the next step in  
473 the consultation process as described in Stipulation II, Project Review.
- 474 2. Due to the varied nature of Undertakings, the individual response times to FEMA’s  
475 requests for comment/concurrence will vary. These response times are contingent  
476 upon the FEMA ensuring that its findings and determinations are made by Qualified  
477 staff and supported by sufficient documentation in accordance with 36 CFR §  
478 800.11(d) and 36 CFR § 800.11(e) and FEMA guidance.
  - 479 a. For Emergency Undertakings as outlined in Stipulation II.B.2(c)(i), Expedited  
480 Review of Emergency Undertakings, the SHPO and participating Tribe(s) or  
481 Native Hawaiian organization(s) shall respond to any FEMA request for comments  
482 within three (3) days after receipt, unless FEMA determines the nature of the  
483 emergency action warrants a shorter time period.  
484
  - 485 b. For Undertakings associated with the Individual Assistance (IA) and Public  
486 Assistance (PA) programs, the response time for each request for concurrence shall  
487 be a maximum of fifteen (15) days.  
488
  - 489

- 490 c. For the Hazard Mitigation Grant Program (HMGP) and all non-disaster programs,  
491 the response time for each request for concurrence shall be a maximum of thirty  
492 (30) days.
- 493
- 494 3. The consulting parties may send and accept official notices, comments, requests for  
495 further information and documentation, and other communications required by this  
496 Agreement by e-mail.

497 **II. PROJECT REVIEW**

498 A. Programmatic Allowances

- 499
- 500 1. If FEMA determines an Undertaking conforms to one or more allowances in Appendix  
501 B of this Agreement, FEMA shall complete the Section 106 review process by  
502 documenting this determination in the project file, without SHPO review or  
503 notification.
- 504
- 505 2. If the Undertaking involves a National Historic Landmark (NHL), FEMA shall notify  
506 the SHPO, participating Tribe(s) or Native Hawaiian organization(s), and the  
507 appropriate NPS NHL Program Manager that the Undertaking conforms to one or  
508 more allowances. FEMA shall provide information about the proposed scope of work  
509 for the Undertaking and the allowance(s) enabling FEMA’s determination.
- 510
- 511 3. If FEMA determines any portion of an Undertaking’s scope of work does not conform  
512 to one or more allowances listed in Appendix B, FEMA shall conduct Section 106  
513 review for the entire Undertaking.
- 514
- 515 4. Allowances may be revised and new allowances may be added to this Agreement in  
516 accordance with Stipulation IV.A.3, Amendments.
- 517

518 B. Expedited Review for Emergency Undertakings

519 1. Determine Expedited Review

- 520 a. As part of the Declaration process, FEMA shall define the time interval during  
521 which the disaster causing incident occurs (the incident period, as defined in 44  
522 CFR § 206.32(f)). FEMA may approve Federal assistance and/or funding for  
523 emergency work (as defined in 44 CFR § 206.201(b)) that occurs during the  
524 incident period, including work already completed, in response to an immediate  
525 threat to human health and safety or property. Pursuant to 36 CFR § 800.12(d),  
526 FEMA may conduct expedited review of emergency Undertakings for 30 days  
527 from the beginning of the incident period.
- 528 b. Should FEMA determine that it is necessary to extend the expedited review period  
529 for emergency Undertakings beyond the initial 30 days, FEMA shall, in 30-day

530 increments, as needed, notify in writing the ACHP and SHPO and participating  
531 Tribe(s) or Native Hawaiian organization(s).

532 2. Conduct Expedited Reviews

533 a. If the emergency Undertaking is an immediate rescue and salvage operation  
534 conducted in response to an event to preserve life and property, FEMA has no  
535 Section 106 consultation responsibilities in accordance with 36 CFR § 800.12(d);  
536 or

537  
538 b. If the emergency Undertaking meets one or more of the Allowances in Appendix B  
539 of this Agreement, FEMA shall complete the Section 106 review process pursuant  
540 to Stipulation II.A.1, Programmatic Allowances.

541  
542 c. If FEMA determines that the emergency Undertaking would adversely affect a  
543 historic property during this expedited review period:

544  
545 i. To the extent practicable, FEMA will propose treatment measures that would  
546 address adverse effects during implementation, and request the comments of  
547 the SHPO and participating Tribe(s) or Native Hawaiian organization(s) within  
548 3 days of receipt of this information unless FEMA determines the nature of the  
549 emergency warrants a shorter time period.

550  
551 ii. FEMA may provide this information through written requests, telephone  
552 conversations, meetings, or electronic media. In all cases, FEMA shall clarify  
553 that an “expedited review” is being requested for the Undertaking.

554  
555 iii. FEMA shall take into account any timely comments provided by SHPO and/or  
556 participating Tribe(s) or Native Hawaiian organization(s).

557  
558 iv. Should the SHPO and/or participating Tribe(s) or Native Hawaiian  
559 organization(s) not comment within 3 days, FEMA may fund the Undertaking  
560 based on the available information. This will complete the Section 106  
561 consultation for the Undertaking.

562  
563 v. FEMA shall notify the SHPO and participating Tribe(s) or Native Hawaiian  
564 organization(s) of the final decision, indicating how any comments received  
565 were considered in reaching that decision.

566  
567 C. Standard Project Review: For Undertakings not exempt from further Section 106 review,  
568 FEMA shall ensure that the following standard project review steps are implemented. In  
569 the interest of streamlining, FEMA may combine some or all of these steps during  
570 consultation in accordance with 36 CFR § 800.3(g).

571  
572 1. Consulting Parties: FEMA shall consider all written requests of individuals and  
573 organizations to participate as consulting parties, and consult with the SHPO and  
574 participating Tribe(s) or Native Hawaiian organization(s) to identify any other parties

575 that meet the criteria to be consulting parties and invite them to participate in the  
576 Section 106 process. FEMA shall invite any individual or organization that will  
577 assume a specific role or responsibility outlined in a Section 106 agreement document  
578 to participate as a signatory party. FEMA may invite others to participate as consulting  
579 parties as the Section 106 consultation proceeds.  
580

581 2. Area of Potential Effects: For standing structures not adjacent to or located within the  
582 boundaries of a National Register or eligible district, Qualified staff shall define the  
583 APE as the individual structure when the proposed Undertaking is limited to its repair  
584 or rehabilitation (as defined in 36 CFR § 68.3(b)). For all other Undertakings,  
585 Qualified staff shall determine the APE in consultation with the SHPO and  
586 participating Tribe(s) or Native Hawaiian organization(s). FEMA may consider  
587 information provided by other parties, such as local governments and the public, when  
588 establishing the APE.  
589

590 3. Identification and Evaluation: Qualified staff shall determine, in consultation with the  
591 SHPO and participating Tribe(s) or Native Hawaiian organization(s) if the APE  
592 contains historic properties, including archaeological sites or properties of religious or  
593 cultural significance, that are listed in or potentially eligible for the National Register.  
594 This may include the review of documentation provided by the Grantee(s) or  
595 subgrantee in coordination with the SHPO.  
596

597 a. Archaeological Resources: FEMA may consult with the SHPO to determine the  
598 level of effort and methodology necessary to identify and define the limits of  
599 archeological historic properties. For such properties of religious and cultural  
600 significance to affected Tribe(s) or Native Hawaiian organization(s), FEMA shall  
601 consult with the affected Tribe(s) or Native Hawaiian organization(s) to determine  
602 geographical areas containing them that may be affected by an Undertaking in  
603 order to determine the necessary level of effort to identify and evaluate or avoid  
604 any such historic properties.  
605

606 b. National Historic Landmarks: When FEMA determines an Undertaking has the  
607 potential to affect an NHL, FEMA shall contact the appropriate NPS NHL  
608 Program Manager in addition to the SHPO and participating Tribe(s) or Native  
609 Hawaiian organization(s) and ensure early coordination for the Undertaking which  
610 FEMA later may determine adversely affects the NHL as outlined in Stipulation  
611 II.C.8.  
612

613 c. Determinations of Eligibility: FEMA shall review or determine National Register  
614 eligibility based on identification and evaluation efforts, and consult with SHPO  
615 and participating Tribe(s) or Native Hawaiian organization(s) regarding these  
616 determinations. Should the SHPO, participating Tribe(s) or Native Hawaiian  
617 organization(s) disagree with the determination of eligibility, FEMA shall either:  
618

619 i. Elect to consult further with the objecting party until the objection is resolved;  
620

- 621                   ii. Treat the property as eligible for the National Register; or
- 622
- 623                   iii. Obtain a determination of eligibility from the Keeper of the National Register
- 624                         in accordance with 36 CFR § 63.2(d)-(e) and 36 CFR § 800.4(c)(2).
- 625
- 626                   4. Findings of No Historic Properties Affected: FEMA shall make a finding of “no
- 627                         historic properties affected” under the following circumstances:
- 628
- 629                         a. If no historic properties are present in the APE;
- 630
- 631                         b. The Undertaking is designed to avoid effects to historic properties, including
- 632                                 archaeological sites or properties of religious or cultural significance to
- 633                                 participating Tribe(s) or Native Hawaiian organization(s); or
- 634
- 635                         c. The Undertaking does not affect the character defining features of a historic
- 636                                 property.
- 637
- 638                         d. FEMA shall notify the SHPO, participating Tribes(s) or Native Hawaiian
- 639                                 organization(s), and any other consulting parties of this finding and provide
- 640                                 supporting documentation in accordance with 36 CFR § 800.11(d). Unless the
- 641                                 SHPO, participating Tribe(s), or Native Hawaiian organization(s) objects to the
- 642                                 finding within the timeframe outlined in Stipulation I.E, Timeframes and
- 643                                 Communications, the Section 106 review of the Undertaking will have concluded.
- 644
- 645                         e. If the SHPO, participating Tribe(s), or Native Hawaiian organization(s) objects to
- 646                                 a finding of “no historic properties affected,” FEMA shall consult with the
- 647                                 objecting party to resolve the disagreement.
- 648
- 649                                 i. If the objection is resolved, FEMA either may proceed with the Undertaking in
- 650   accordance with the resolution or reconsider effects on the historic property by
- 651   applying the criteria of adverse effect pursuant to Stipulation II.C.5,
- 652   Application of the Criteria of Adverse Effect, below.
- 653
- 654                                 ii. If FEMA is unable to resolve the disagreement, it will forward the finding and
- 655   supporting documentation to the ACHP and request that the ACHP review
- 656   FEMA’s finding in accordance with 36 CFR § 800.4(d)(1)(iv)(A) through 36
- 657   CFR § 800.4(d)(1)(iv)(C). FEMA shall consider the ACHP’s recommendation
- 658   in making its final determination. If FEMA’s final determination is to reaffirm
- 659   its “no historic properties affected” finding, the Section 106 review of the
- 660   Undertaking will have concluded. Otherwise, FEMA will proceed to
- 661   Stipulation II.C.5., below.
- 662
- 663                   5. Application of the Criteria of Adverse Effect: If FEMA finds an Undertaking may
- 664                         affect historic properties in the APE, including those of religious or cultural
- 665                         significance to affected Tribe(s) or Native Hawaiian organization(s), FEMA shall
- 666                         apply the criteria of adverse effect to historic properties within the APE(s), taking into

- 667 account the views of the consulting parties and public concerning effects in accordance  
668 with 36 CFR § 800.5(a).  
669
- 670 a. If FEMA determines that an Undertaking does not meet the adverse effect criteria,  
671 FEMA shall propose a finding of “no adverse effect” in accordance with 36 CFR §  
672 800.5(b).  
673
- 674 i. FEMA shall notify the SHPO, participating Tribe(s) or Native Hawaiian  
675 organization(s), and all other consulting parties of its finding and provide  
676 supporting documentation pursuant to 36 CFR §800.11(e).  
677
- 678 ii. Unless a consulting party objects within the agreed upon timeframe, FEMA  
679 will proceed with its “no adverse effect” determination and conclude the  
680 Section 106 review.  
681
- 682 iii. If a consulting party objects to a finding of “no adverse effect,” FEMA will  
683 consult with the objecting party to resolve the disagreement.  
684
- 685 1) If the objection is resolved, FEMA shall proceed with the Undertaking in  
686 accordance with the resolution, or;  
687
- 688 2) If the objection cannot be resolved, FEMA shall request that the ACHP  
689 review the findings in accordance with 36 CFR. § 800.5(c)(3)(i)-(ii) and  
690 submit the required supporting documentation. FEMA shall consider the  
691 ACHP’s comments in making its final determination.  
692
- 693 b. If FEMA finds the Undertaking may adversely affect historic properties, FEMA  
694 shall request through the Grantee(s) that the subgrantee revise the scope of work to  
695 substantially conform to the *Standards* for standing structures, or avoid or  
696 minimize adverse effects for archaeological properties.  
697
- 698 i. If the subgrantee modifies the scope of work to avoid the adverse effect,  
699 FEMA shall notify the consulting parties, and provide supporting  
700 documentation. Unless a consulting party makes a timely objection, FEMA  
701 shall proceed with its “no adverse effect” determination, including any  
702 conditions, and conclude the Section 106 review.  
703
- 704 iii. If an Undertaking is not modified to avoid adverse effects, FEMA shall initiate  
705 consultation to resolve the adverse effect(s) in accordance with Stipulation  
706 II.C.6, Resolution of Adverse Effects.  
707
- 708 6. Resolution of Adverse Effects: If FEMA determines that an Undertaking may  
709 adversely affect a historic property, it shall resolve the effects of the Undertaking in  
710 consultation with the SHPO, Grantee(s), subgrantee, participating Tribe(s) or Native  
711 Hawaiian organization(s), the ACHP, if participating, and other consulting parties, by  
712 one of the following methods depending upon the nature and scale of the adverse

713 effect as well as the determination of the historic property’s significance on a local,  
714 state or national level:  
715

716 a. **Abbreviated Consultation Process:** After taking into consideration the nature of the  
717 historic properties affected and the severity of the adverse effect(s), FEMA may  
718 propose in writing to the consulting parties to resolve the adverse effects of the  
719 Undertaking through the application of Treatment Measures outlined in Appendix  
720 C as negotiated with the SHPO, participating Tribes, or Native Hawaiian  
721 organization(s). The use of these Treatment Measures shall not require the  
722 execution of a Memorandum of Agreement (MOA) or Programmatic Agreement.  
723

724 i. In consultation with the SHPO, participating Tribe(s) or Native Hawaiian  
725 organization(s), and other consulting parties, FEMA shall propose in writing  
726 the implementation of a specific Treatment Measure, or combination of  
727 Treatment Measures, with the intent of expediting the resolution of adverse  
728 effects, and provide documentation as required by 36 CFR § 800.11(e) and  
729 subject to the confidentiality provisions of 36 CFR § 800.11(c), as well as  
730 provide the ACHP with an adverse effect notice in accordance with 36 CFR §  
731 800.6(a)(1) and FEMA’s intent to apply the Treatment Measure(s). Unless a  
732 consulting party or the ACHP objects within 15 days of receipt of FEMA’s  
733 proposal, FEMA shall proceed with the use of the Treatment Measure(s) and  
734 will conclude the Section 106 review.  
735

736 ii. If any of the consulting parties or the ACHP objects within the 15 day review  
737 and comment period to the resolution of adverse effects through the application  
738 of the Abbreviated Consultation Process, FEMA shall resolve the adverse  
739 effect(s) using procedures outlined below in Stipulation II.C.6(b),  
740 Memorandum of Agreement (MOA) or Stipulation II.C.6.(c), Programmatic  
741 Agreement.  
742

743 iii. Because funding and implementation details of Treatment Measures for  
744 specific Undertakings may vary by program, FEMA shall provide written  
745 notice to the consulting parties within sixty (60) days of the completion of the  
746 Treatment Measure(s). This written notice will serve as confirmation that the  
747 Treatment Measure(s) for a specific Undertaking have been implemented.  
748 FEMA also shall include information pertaining to the completion of  
749 Treatment Measures in the annual report pursuant to Stipulation I.B.1(d),  
750 FEMA Roles and Responsibilities.  
751

752 b. **Memorandum of Agreement:** FEMA will provide the ACHP with an adverse effect  
753 notice in accordance with 36 CFR § 800.6(a)(1) if it has not already provided such  
754 under the Abbreviated Consultation Process of this Agreement, if a consulting  
755 party or the ACHP objects in accordance with Stipulation II.C.6(a)(ii), or if FEMA  
756 has determined has determined that an MOA would be more appropriate to resolve  
757 adverse effects. In consultation with the other consulting parties, including the  
758 ACHP (if participating), FEMA shall develop an MOA, in accordance with 36

759 CFR § 800.6(c) to agree upon treatment measures to avoid, minimize, and/or  
760 mitigate adverse effects on historic properties. The MOA may also include  
761 treatment measures that serve an equal or greater public benefit in promoting the  
762 preservation of historic properties in lieu of more traditional treatment measures.  
763 Should the execution of an MOA be inappropriate given the similar nature of  
764 effects on historic properties, the inability to determine effects prior to approval of  
765 an Undertaking, or where other circumstances warrant, FEMA shall resolve the  
766 adverse effects using the procedures outlined below in Stipulation II.C.6(c),  
767 Programmatic Agreement.

- 768
- 769 c. Programmatic Agreement: FEMA, the SHPO, participating Tribe(s) or Native  
770 Hawaiian organization(s), the ACHP, as appropriate, and any other consulting  
771 party may consult to develop a Programmatic Agreement in accordance with 36  
772 CFR § 800.14(b) to identify programmatic conditions or treatment measures to  
773 govern the resolution of potential or anticipated adverse effects from certain  
774 complex project situations for an Undertaking or for multiple but similar  
775 Undertakings by a single subgrantee.  
776
  - 777 7. Objections: Should any signatory or consulting party object within the timeframes  
778 established by this Agreement to any plans, specifications, or actions pursuant to  
779 resolving an adverse effect, FEMA shall consult further with the objecting party to  
780 seek resolution. If FEMA determines the objection cannot be resolved, FEMA shall  
781 address in accordance with Stipulation IV.B, Dispute Resolution.  
782
  - 783 8. National Historic Landmarks: When FEMA determines an Undertaking will adversely  
784 affect an NHL, FEMA will notify and invite the Secretary and ACHP to participate in  
785 consultation, pursuant to 36 CFR § 800.10. When the ACHP participates in  
786 consultation related to an NHL, the ACHP will report the outcome of the consultation  
787 to the Secretary and the FEMA Administrator.

788 **III. OTHER CONSIDERATIONS**

- 789 A. Changes to an Approved Scope of Work: The Grantee(s) shall notify FEMA and shall  
790 require a subgrantee to notify it immediately when a subgrantee proposes changes to an  
791 approved scope of work for an Undertaking.  
792
- 793 1. If FEMA determines the change meets an Allowance or has no effect on the property,  
794 FEMA shall approve the change.  
795
- 796 2. If the change can be modified to meet an Allowance, or conform to any applicable SOI  
797 Standards, FEMA shall conclude its Section 106 review responsibilities.  
798
- 799 3. If FEMA determines that the change does not meet an Allowance, or if FEMA, SHPO,  
800 participating Tribe(s) or Native Hawaiian organization(s), or any other consulting  
801 parties determine that the change cannot or will not be modified to conform to any

802 applicable SOI Standards, FEMA shall initiate consultation pursuant to Stipulation  
803 I.C, Standard Project Review.

804  
805 B. Unexpected Discoveries, Previously Unidentified Properties, or Unexpected Effects:

806  
807 1. Upon notification by a subgrantee of an unexpected discovery, or if it appears that a  
808 Undertaking has affected a previously unidentified property or affected a known  
809 historic property in an unanticipated manner, in accordance with Stipulation I.B.3(e),  
810 Grantee(s) Roles and Responsibilities, the Grantee(s) shall immediately notify FEMA  
811 and require the subgrantee to:

812  
813 a. Stop construction activities in the vicinity of the discovery.

814  
815 b. Take all reasonable measures to avoid or minimize harm to the property until  
816 FEMA has completed consultation with the SHPO, participating Tribe(s) or Native  
817 Hawaiian organization(s), and any other consulting parties. Upon notification by  
818 the Grantee of a discovery, FEMA shall immediately notify the SHPO,  
819 participating Tribe(s) or Native Hawaiian organization(s), and other consulting  
820 parties that may have an interest in the discovery, previously unidentified property  
821 or unexpected effects, and consult to evaluate the discovery for National Register  
822 eligibility and/or the effects of the undertaking on historic properties.

823  
824 c. If human remains are discovered, notify the local law enforcement office and  
825 coroner/medical examiner in accordance with applicable State or Commonwealth  
826 statute(s).

827  
828 d. Assist FEMA in completing the following actions, as required:

829  
830 i. FEMA shall consult with the consulting parties in accordance with the  
831 consultation process outlined in Stipulation II, Project Review, to develop a  
832 mutually agreeable action plan with timeframes to identify the discovery or  
833 previously unidentified property, take into account the effects of the  
834 Undertaking, resolve adverse effects if necessary, and ensure compliance with  
835 applicable Federal, State, and local statutes.

836  
837 ii. FEMA shall coordinate with the Grantee(s) and the subgrantee regarding any  
838 needed modification to the scope of work for the Undertaking necessary to  
839 implement recommendations of the consultation and facilitate proceeding with  
840 the Undertaking.

841  
842 iii. In cases where discovered human remains are determined to be American  
843 Indian or Native Hawaiian, FEMA shall consult with the appropriate Tribal or  
844 Native Hawaiian representatives and SHPO. In addition, FEMA shall follow  
845 the guidelines outlined in the ACHP's *Policy Statement Regarding the*  
846 *Treatment of Burial Sites, Human Remains, and Funerary Objects* (2007) and  
847 any state-specific policies that may be in force.

848 C. Curation

- 849
- 850 1. At FEMA’s request, the Grantee or subgrantee will conduct a field survey to
- 851 determine if an Undertaking might affect an archaeological resource and may perform
- 852 limited testing to determine if an archaeological site is eligible for the National
- 853 Register. In cases where survey and testing are conducted on private land, any
- 854 recovered collections remain the property of the land owner. In such instances, FEMA
- 855 and the Grantee(s), in coordination with the SHPO, and affected Tribe(s) or Native
- 856 Hawaiian organization(s), shall encourage land owners to donate the collection(s) to
- 857 an appropriate public or Tribal entity. In cases where the property owner wishes to
- 858 transfer ownership of the collection(s) to a public or Tribal entity, and in the case of
- 859 artifacts recovered from public lands, FEMA and the Grantee(s) shall ensure that
- 860 recovered artifacts and related documentation are curated in a suitable repository as
- 861 agreed to by FEMA, SHPO, and affected Tribe(s) or Native Hawaiian organization(s),
- 862 and following applicable State or Tribal guidelines.
- 863
- 864 2. When an Undertaking will adversely affect a historic archaeological property, FEMA
- 865 may treat the adverse effect by providing for the recovery of significant information
- 866 through archaeological data recovery. FEMA will consult with the other consulting
- 867 parties to prepare a research design (data recovery plan), including a specific plan for
- 868 curation. This plan will incorporate any relevant curation provisions contained in the
- 869 SHPO’s *Guidelines for Conducting Archaeological Studies*, ACHP’s “*Recommended*
- 870 *Approach for Consultation on Recovery of Significant Information from*
- 871 *Archaeological Sites*” published in the Federal Register (64 Federal Register 27085-
- 872 27087 (May 18, 1999)), or other provisions agreed to by the consulting parties. No
- 873 excavation should be initiated before FEMA acceptance and approval of the curation
- 874 plan.
- 875 a. As stipulated in the curation plan, artifacts, as well as field and laboratory records
- 876 sufficient to document the collection, will be curated at a facility, preferably in-
- 877 state, that meets the standards of, and in accordance with the provisions of 36 CFR
- 878 Part 79, “Curation of Federally Owned and Administered Archaeological
- 879 Collections,” and applicable State or Tribal requirements.

879 D. Review of Undertakings Initiated Before Initiation or Completion of Section 106 Review

- 880
- 881 1. FEMA shall specifically advise the Grantee(s) and shall require that the Grantee(s)
- 882 advise its subgrantees in writing that they may jeopardize Federal funding if work is
- 883 performed without all required local, State, and Federal licenses, permits, or approvals,
- 884 including the completion of the Section 106 process. FEMA also shall document this
- 885 requirement in its Record of Environmental Consideration, as applicable, as well as all
- 886 project approval documents specifying the project scope and limits, and containing all
- 887 conditions and caveats.
- 888
- 889 2. In accordance with Section 110(k) of the NHPA, FEMA shall not grant assistance to a
- 890 subgrantee who, with intent to avoid the requirements of this Agreement or Section
- 891 106 of the NHPA, has intentionally significantly and adversely affected a historic

892 property to which the assistance would relate, or having legal power to prevent it,  
893 allowed an adverse effect to occur. However, if after consultation with the SHPO,  
894 affected Tribes(s) or Native Hawaiian organization(s), and ACHP, FEMA determines  
895 that extraordinary circumstances justify granting assistance despite the adverse effect  
896 created or permitted by the subgrantee, FEMA shall complete consultation for the  
897 Undertaking pursuant to the terms of this Agreement.  
898

- 899 3. In circumstances where FEMA determines a subgrantee has initiated an Undertaking  
900 without willful intent to avoid the requirements of this Agreement or Section 106 of  
901 NHPA, FEMA shall proceed as follows:  
902
- 903 a. Determine if the Undertaking is of a type for which FEMA has no further Section  
904 106 responsibilities, namely:  
905
    - 906 i. An Undertaking listed in Stipulation I.A.8; or
    - 907
    - 908 ii. An immediate rescue and salvage operation in accordance with 36 CFR §  
909 800.12(d); or
    - 910
    - 911 iii. A Programmatic Allowance as described under Stipulation II.A, or qualifying  
912 as an Emergency Undertaking performed during the expedited review period  
913 established by FEMA.  
914
  - 915 b. In any such cases listed in Stipulation III.D.3.a., above, FEMA will document this  
916 determination in the project files, and consider the Undertaking Section 106  
917 compliant.  
918
  - 919 c. If FEMA determines the Undertaking would have required Section 106 review,  
920 FEMA shall coordinate with the SHPO and affected Tribe(s) or Native Hawaiian  
921 organization(s) to determine if consultation is feasible.  
922
    - 923 i. If after coordination with the SHPO and affected Tribes or Native Hawaiian  
924 organization(s), FEMA determines that consultation is feasible, FEMA shall  
925 review the Undertaking in accordance with Stipulation II.C, Standard Project  
Review.
    - 926
    - 927 ii. If after coordination with the SHPO and affected Tribe(s) or Native Hawaiian  
928 organization(s), FEMA determines that review is infeasible, FEMA shall  
929 document that the project is noncompliant with Section 106, and the applicable  
930 FEMA program shall take the noncompliance into account when making a  
funding eligibility decision.  
931
- 932 4. FEMA shall ensure that all Undertakings considered for after the fact review in  
933 accordance with this stipulation are included in the annual report.  
934  
935

936 **IV. IMPLEMENTATION OF AGREEMENT**

937

938 A. Amendments

939

940 1. If any Signatory determines that an amendment to the terms of this Agreement must be  
941 made, the Signatories shall consult for no more than █ days to seek amendment of the  
942 Agreement.

943

944 2. An amendment to this Agreement, exclusive of the appendices, shall be effective only  
945 when it has been signed by the Signatories. An amendment shall be effective for  
946 Undertakings occurring on or affecting historic properties on Tribal lands only when  
947 the Tribe has signed the Agreement and its amendment.

948

949 3. Appendix A (FEMA Programs), Appendix B (Programmatic Allowances), and  
950 Appendix C (Treatment Measures) may be amended at the request of FEMA or  
951 another signatory party in the following manner:

952

953 a. FEMA, on its own behalf or on behalf of another Signatory, shall notify the  
954 Signatories of the intent to modify the current Appendix or Appendices and shall  
955 provide a draft of the updated Appendix or Appendices to all signatory parties.

956

957 b. If no other Signatory objects in writing within █ days of receipt of FEMA’s  
958 proposed modification, FEMA shall date and sign the amended Appendix and  
959 provide a copy of the amended Appendix to the other Signatories. Such an  
960 amendment will go into effect on the date FEMA transmits the amendment to the  
961 other Signatories.

962

963 B. Dispute Resolution

964

965 1. Should any Signatory object in writing to the terms of this Agreement, FEMA shall  
966 consult with the objecting party for not more than █ days to resolve the objection.

967

968 2. If the objection is resolved within █ days, FEMA shall proceed in accordance with  
969 the resolution.

970

971 3. If FEMA determines within █ days that the objection cannot be resolved, FEMA shall  
972 forward to ACHP all documentation relevant to the objection, including FEMA’s  
973 proposed resolution. Within 30 days of receipt, ACHP will:

974

975 a. Concur in FEMA’s proposed resolution; or

976

977 b. Provide FEMA with recommendations, which FEMA shall take into account in  
978 reaching a final decision regarding the objection; or

979

980 c. Notify FEMA that the objection will be referred for comment in accordance with  
981 36 CFR § 800.7(a)(4), and proceed to do so.

- 982 4. FEMA shall take into account any ACHP recommendations or comments, and any  
983 comments from the other Signatories, in reaching a final decision regarding the  
984 objection. FEMA shall provide in writing to the ACHP and Signatories a summary of  
985 its final decision before authorizing any disputed action to proceed. The Signatories  
986 shall continue to implement all other terms of this Agreement that are not subject to  
987 objection.  
988
- 989 5. Should ACHP not respond within 30 days, FEMA may assume ACHP has no  
990 comment and proceed with its proposed resolution to the objection after providing the  
991 ACHP and Signatories a written summary of its final decision.  
992

993 C. Severability and Termination  
994

- 995 1. In the event any provision of this Agreement is deemed by a Federal court to be  
996 contrary to, or in violation of, any applicable existing law or regulation of the United  
997 States of America, only the conflicting provision(s) shall be deemed null and void, and  
998 the remaining provisions of the Agreement shall remain in effect.
- 999 2. FEMA, the SHPO, ACHP, or Grantee(s) may terminate this Agreement by providing  
1000 30 days written notice to the other Signatories, provided that the Signatories consult  
1001 during this period to seek amendments or other actions that would prevent termination.  
1002 If this Agreement is terminated, FEMA will comply with Section 106 through other  
1003 applicable means pursuant to 36 CFR Part 800. Upon such determination, FEMA  
1004 shall provide all other signatories and the ACHP with written notice of the termination  
1005 of this Agreement.
- 1006 3. A participating Tribe or Native Hawaiian organization may notify the other  
1007 Signatories that it is fully withdrawing from participation in the Agreement.  
1008 Following such a withdrawal, FEMA shall review undertakings that may affect  
1009 historic properties of religious and cultural significance to the Tribe or Native  
1010 Hawaiian organization, and Undertakings that occur on the Tribal lands of the relevant  
1011 Tribe, in accordance with 36 CFR §§ 800.3 through 800.7, 36 CFR § 800.8(c), or an  
1012 applicable alternative under 36 CFR § 800.14. Withdrawal from this Agreement by a  
1013 Tribe or Native Hawaiian organization does not terminate the Agreement. At any time  
1014 that this Agreement remains in effect, a Tribe or Native Hawaiian organization that  
1015 has withdrawn from the Agreement may notify FEMA, the Grantee(s), and SHPO in  
1016 writing that it has rescinded its notice withdrawing from participation in the  
1017 Agreement.
- 1018 4. This Agreement may be terminated by the implementation of a subsequent Agreement,  
1019 pursuant to 36 CFR § 800.14(b), that explicitly terminates or supersedes this  
1020 Agreement, or by FEMA’s implementation of Alternate Procedures, pursuant to 36  
1021 CFR § 800.14(a).  
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D. Duration and Extension

1. This Agreement shall remain in effect from the date of execution for a period not to exceed 7 years unless otherwise extended pursuant to Stipulation IV.D.2 below, or terminated pursuant to Stipulation IV.C.2 or IV.C.4, Severability and Termination. The Agreement shall remain in effect for Declarations made prior to expiration of the Agreement in order to minimize delays in delivery of FEMA assistance.
2. The signatories may collectively agree to extend this Agreement to cover additional calendar years, or portions thereof, through an amendment per Stipulation IV.A., provided that the original Agreement has not expired.

E. Execution and Implementation

1. This Agreement may be executed in counterparts, with a separate page for each signatory, and shall become effective on the date of the final signature of FEMA and the SHPO/THPO.
2. The Agreement shall go into effect regarding Undertakings occurring, or affecting historic properties, on Tribal lands when the relevant Tribe has signed the Agreement.
3. FEMA shall ensure that each Signatory is provided with a complete copy of the Agreement, including an original set of signatures.
4. Execution and implementation of this Agreement evidence that FEMA has afforded ACHP a reasonable opportunity to comment on FEMA’s administration of all referenced Programs, and that FEMA has satisfied its Section 106 responsibilities for all individual Undertakings of its referenced Programs.

1054 **SIGNATORY PARTIES**

1055  
1056 **FEDERAL EMERGENCY MANAGEMENT AGENCY**

1057  
1058  
1059 By: \_\_\_\_\_ Date: \_\_\_\_\_

1060  
1061  
1062  
1063 **\_\_\_\_\_ STATE HISTORIC PRESERVATION OFFICER**

1064  
1065  
1066 By: \_\_\_\_\_ Date: \_\_\_\_\_

1067  
1068  
1069  
1070 **\_\_\_\_\_ STATE/TRIBAL EMERGENCY MANAGEMENT AGENCY**

1071  
1072  
1073 By: \_\_\_\_\_ Date: \_\_\_\_\_

1074  
1075  
1076  
1077 **\_\_\_\_\_ TRIBE OR NATIVE HAWAIIAN ORGANIZATION**

1078  
1079  
1080 By: \_\_\_\_\_ Date: \_\_\_\_\_

1081  
1082

Appendix A

FEMA Program Summaries

This Appendix may be amended in accordance with Stipulation IV.A, Amendments.

**Disaster Response and Recovery Programs**

The following programs are authorized under Titles IV and V of the Stafford Act.

*Public Assistance Program (PA)*

This program assists States, Tribal and local governments, and certain types of private nonprofit organizations quickly respond to and recover from major disasters or emergencies declared by the President. Grants are provided for debris removal (Category A), emergency protective measures (Category B), and the repair, replacement, or restoration of disaster-damaged, publicly owned and certain private non-profit facilities (Categories C-G).

*Individual Assistance Programs (IA)*

These programs help to ensure that individuals and families that have been affected by disasters have access to the full range of FEMA assistance including: crisis counseling (Section 416), disaster legal services (Section 415), essential assistance (Section 403), emergency sheltering assistance (Section 403), transportation (Section 419), funeral services, minor home repairs (Section 408), and temporary housing assistance (Section 408). It should be noted that other Federal agencies provide disaster assistance programs, services, and activities to individuals as well, such as the U.S. Small Business Administration, U.S. Department of Agriculture, and U.S. Department of Labor, but such assistance is not subject to the terms of this Agreement.

*Fire Management Assistance Grant Program (FMAG)*

The FMAG is available to State, Tribal, and local governments for the mitigation, management, and control of fires on publicly or privately owned lands. Eligible costs may include expenses for field camps, equipment use, repair and replacement, materials and supplies, and mobilization and demobilization activities.

*Hazard Mitigation Grant Program (HMGP)*

The HMGP provides grants to States, Territories, Tribes, and local governments to implement long-term hazard mitigation measures after a Declaration. Activities may include buyouts, retrofits, relocations, elevations, and minor flood control projects.

**Non-Disaster Programs**

*Pre-Disaster Mitigation Program (PDM)*

The PDM program provides competitive grants to States, Territories, Tribes, and local governments for hazard mitigation planning and the implementation of mitigation projects prior to a disaster event. Activities may include planning, buyouts, retrofits, relocations, elevations, minor flood control projects, and vegetative fuels reduction.

- 1128 *Flood Mitigation Assistance Program (FMA)*
- 1129 The FMA program provides grants to States, Territories, Tribal entities, and communities to assist
- 1130 in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and
- 1131 structures insurable under the National Flood Insurance Program (NFIP).
- 1132
- 1133 *Assistance to Firefighters Grant Program*
- 1134 The AFG program provides funding for purchase of equipment and retrofit or construction of fire
- 1135 stations to improve first responder capabilities.
- 1136
- 1137 *State Homeland Security Program (SHSP)*
- 1138 This core assistance program provides funds to build capabilities at the state and local levels and
- 1139 to implement the goals and objectives included in state homeland security strategies and
- 1140 initiatives in the State Preparedness Report.
- 1141
- 1142 *Urban Areas Security Initiative (UASI) Program*
- 1143 The Urban Areas Security Initiative (UASI) **Error! Bookmark not defined.**program focuses on
- 1144 enhancing regional preparedness in major metropolitan areas. The UASI program directly
- 1145 supports the National Priority on expanding regional collaboration in the National Preparedness
- 1146 Guidelines and is intended to assist participating jurisdictions in developing integrated regional
- 1147 systems for prevention, protection, response and recovery.
- 1148
- 1149 *Metropolitan Medical Response System (MMRS) Program*
- 1150 The MMRS program supports the integration of emergency management, health, and medical
- 1151 systems into a coordinated response to mass casualty incidents caused by any hazard. Successful
- 1152 MMRS grantees reduce the consequences of a mass casualty incident during the initial period of a
- 1153 response by having augmented existing local operational response systems before the incident
- 1154 occurs.
- 1155
- 1156 *Citizen Corps Program (CCP)*
- 1157 The Citizen Corps mission is to bring community and government leaders together to coordinate
- 1158 community involvement in emergency preparedness, planning, mitigation, response and recovery.
- 1159
- 1160 *State Homeland Security Program Tribal (SHSP Tribal)*
- 1161 To provide supplemental funding to directly eligible tribes to help strengthen the nation against
- 1162 risks associated with potential terrorist attacks. Pursuant to the 9/11 Act, “a directly eligible tribe
- 1163 applying for a grant under section 2004 [SHSP] shall designate an individual to serve as a tribal
- 1164 liaison with [DHS] and other Federal, state, local, and regional government officials concerning
- 1165 preventing, preparing for, protecting against and responding to acts of terrorism.”
- 1166
- 1167 *Nonprofit Security Grant Program (NSGP)*
- 1168 NSGP provides funding support for target-hardening activities to nonprofit organizations that are
- 1169 at high risk of a terrorist attack and are located within one of the specific UASI-eligible urban
- 1170 areas.
- 1171
- 1172
- 1173

1174 *Operation Stonegarden (OPSG)*  
1175 The intent of OPSG is to enhance cooperation and coordination among local, State and Federal  
1176 law enforcement agencies in a joint mission to secure the United States borders along routes of  
1177 ingress from international borders to include travel corridors in States bordering Mexico and  
1178 Canada, as well as States and territories with international water borders.

1179  
1180 *Transit Security Grant Program (TSGP)*  
1181 The TSGP provides grant funding to the nation’s key high-threat urban areas to enhance security  
1182 measures for their critical transit infrastructure including bus, ferry and rail systems.

1183  
1184 *Freight Rail Security Grant Program (FRSGP)*  
1185 The FRSGP funds security training for frontline employees, the completion of vulnerability  
1186 assessments, the development of security plans within the freight rail industry and GPS tracking  
1187 systems for railroad cars transporting toxic inhalation materials.

1188  
1189 *Intercity Passenger Rail (Amtrak)*  
1190 The purpose of the Intercity Passenger Rail (IPR) is to create a sustainable, risk-based effort to  
1191 protect critical surface transportation infrastructure and the traveling public from acts of terrorism,  
1192 major disasters and other emergencies within the Amtrak rail system.

1193  
1194 *Port Security Grant Program (PSGP)*  
1195 The PSGP provides grant funding to port areas for the protection of critical port infrastructure  
1196 from terrorism. PSGP funds are primarily intended to assist ports in enhancing maritime domain  
1197 awareness, enhancing risk management capabilities to prevent, detect, respond to and recover  
1198 from attacks involving improvised explosive devices (IEDs), weapons of mass destruction  
1199 (WMDs) and other non-conventional weapons, as well as training and exercises and  
1200 Transportation Worker Identification Credential (TWIC) implementation.

1201  
1202 *Intercity Bus Security Grant Program (IBSGP)*  
1203 The IBSGP provides funding to create a sustainable program for the protection of intercity bus  
1204 systems and the traveling public from terrorism. The program seeks to assist operators of fixed-  
1205 route intercity and charter bus services in obtaining the resources required to support security  
1206 measures such as enhanced planning, facility security upgrades and vehicle and driver protection.

1207  
1208 *Trucking Security Program (TSP)*  
1209 TSP funding will be awarded to eligible applicants to implement security improvement measures  
1210 and policies deemed valuable by DHS as indicated in the *Security Action Items* publication of  
1211 June 26, 2008. These items are primarily focused on the purchase and installation or enhancement  
1212 of equipment and systems related to tractor and trailer tracking systems. Additionally, the TSP  
1213 will provide funding to develop a system for DHS to monitor, collect and analyze tracking  
1214 information; and develop plans to improve the effectiveness of transportation and distribution of  
1215 supplies and commodities during catastrophic events.

1216  
1217 *Buffer Zone Protection Program (BZPP)*  
1218 The BZPP provides funding to increase the preparedness capabilities of jurisdictions responsible  
1219 for the safety and security of communities surrounding high-priority pre-designated Tier 1 and

1220 Tier 2 critical infrastructure and key resource (CIKR) assets, including chemical facilities,  
1221 financial institutions, nuclear and electric power plants, dams, stadiums and other high-risk/high-  
1222 consequence facilities, through allowable planning and equipment acquisition.

1223

1224 *Emergency Management Performance Grants (EMPG)*

1225 The purpose of the EMPG program is to assist State and local governments in enhancing and  
1226 sustaining all-hazards emergency management capabilities.

1227

1228 *Interoperable Emergency Communications Grant Program (IECGP)*

1229 IECGP provides governance, planning, training and exercise and equipment funding to States,  
1230 territories, and local and Tribal governments to carry out initiatives to improve interoperable  
1231 emergency communications, including communications in collective response to natural disasters,  
1232 acts of terrorism and other man-made disasters. According to the legislation that created IECGP,  
1233 all proposed activities must be integral to interoperable emergency communications and must be  
1234 aligned with the goals, objectives, and initiatives identified in the grantee’s approved statewide  
1235 Communication Interoperability Plans (SCIP). IECGP will also advance DHS near-term  
1236 priorities that are deemed critical to improving interoperable emergency communications and are  
1237 consistent with goals and objectives of the National Emergency Communications Plan.

1238

1239 *Emergency Operations Center (EOC) Grant Program*

1240 The EOC grant program is intended to improve emergency management and preparedness  
1241 capabilities by supporting flexible, sustainable, secure, and interoperable Emergency Operations  
1242 Centers (EOCs) with a focus on addressing identified deficiencies and needs. This program  
1243 provides funding for construction or renovation of a State, local, or tribal governments’ principal  
1244 EOC. Fully capable emergency operations facilities at the State and local levels are an essential  
1245 element of a comprehensive national emergency management system and are necessary to ensure  
1246 continuity of operations and continuity of government in major disasters caused by any hazard.

1247

1248 *Driver’s License Security Grant Program*

1249 The purpose of the Driver’s License Security Grant Program is to prevent terrorism, reduce fraud,  
1250 and improve the reliability and accuracy of personal identification documents that States and  
1251 territories issue.

1252

1253 *Integrated Public Alert and Warning System (IPAWS)*

1254 The Integrated Public Alert and Warning System (IPAWS) was established by Executive Order  
1255 13407 in 2006. In the event of a national emergency, the President may use IPAWS to send a  
1256 message to the American people quickly and simultaneously through multiple communications  
1257 pathways. FEMA has identified several radio transmission sites across the nation with  
1258 significantly powerful signals for this purpose, and FEMA is responsible for upgrading,  
1259 maintaining, and managing the agency installed and owned auxiliary fuel systems at each of these  
1260 radio transmission sites.

1261

Appendix B

Programmatic Allowances

This list of Allowances enumerates FEMA funded activities that based on FEMA experience have no or limited effect on historic properties if implemented as specified in this Appendix and will not require review by the SHPO and participating Tribe(s) or Native Hawaiian organization(s).

The allowances consist of two tiers – First Tier and Second Tier. Staff may apply First Tier allowances whether or not they meet professional historic preservation qualification standards, while only staff meeting the applicable SOI Professional Qualifications Standards in accordance with Stipulation I.B(1)(a) of this Agreement may apply Second Tier allowances.

When referenced in the allowances, “in-kind” shall mean that it is either the same or a similar material, and the result shall match all physical and visual aspects, including form, color, and workmanship. The in-kind repair provided for in both First and Second Tier allowances in Appendix B should be limited to pre-existing architectural features and physical components of buildings and structures.

When referenced in the allowances, “previously disturbed soils” will refer to soils that are not likely to possess intact and distinct soil horizons and have the reduced likelihood of possessing archaeological artifacts, features, and phenomena within their original depositional contexts.

I. First Tier Allowances

A. GROUND DISTURBING ACTIVITIES AND SITE MODIFICATION, when proposed activities described below substantially conform to the original footprint and/or are performed in previously disturbed soils, including the area where the activity is staged.

1. Debris and Snow Removal

a. Debris removal and collection, including removal of snow, uprooted trees, limbs and branches from public rights of way and public areas and areas as well as the transport and disposal of such waste to existing licensed waste facilities or landfills. This includes the temporary establishment and expansion of non-hazardous debris staging, reduction, and disposal areas at licensed transfer stations, or existing hard-topped or graveled surfaces (e.g. parking lots, roads, athletic courts) but not the creation of new or temporary access roads.

b. Removal of debris from private property provided that buildings are not affected, ground disturbance is minimal and in-ground elements, such as driveways, walkways or swimming pools are left in place.

c. Chipping and disposal of woody debris by broadcasting within existing rights-of-way.

1304 d. Sediment removal from man-made drainage facilities, including  
1305 retention/detention basins, ponds, ditches, and canals, in order to restore the  
1306 facility to its pre-disaster condition. The sediment may be used to repair eroded  
1307 banks or disposed of at an existing licensed or permitted spoil site.  
1308

1309 e. Dewatering flooded developed areas by pumping.  
1310

1311 2. Temporary Structures and Housing  
1312

1313 a. Installation and removal of temporary structures for use as school classrooms,  
1314 offices, or temporary shelters for essential public service agencies, such as police,  
1315 fire, rescue and medical care, as well as temporary housing for disaster personnel  
1316 and survivors at the following types of locations:  
1317

1318 i. Single units on private residential sites when all utilities are installed above  
1319 ground or tie into pre-existing utility lines.  
1320

1321 ii. Existing RV/Mobile Home Parks and campgrounds with pre-existing utility  
1322 hookups;  
1323

1324 iii. Paved areas, such as parking lots and paved areas at such facilities as  
1325 conference centers, shopping malls, airports, industrial port facilities business  
1326 parks, and military bases when all utilities are installed above ground or tie into  
1327 pre-existing utility lines.  
1328

1329 iv. Sites that have been previously cleared and prepared for planned construction,  
1330 such as land being developed for public housing, office buildings, city parks,  
1331 ball fields, schools, etc. when all utilities are installed above-ground or tie into  
1332 pre-existing utility lines.  
1333

1334 v. Areas previously filled to depths of at least six feet so that subsurface utilities  
1335 can be installed.  
1336

1337 2. Recreation and Landscaping  
1338

1339 a. Installation of temporary removable barriers.  
1340

1341 b. In-kind repairs, installation, or replacement, and minor upgrades/mitigation of  
1342 bollards and associated protective barriers when in previously disturbed areas.  
1343

1344 **B. BUILDINGS AND STRUCTURES**  
1345

1346 1. Repair or retrofit of buildings less than 45 years old.  
1347

1348 2. Removal of water by physical or mechanical means.  
1349

- 1350 3. Installation of grab bars and other such minor interior modifications required for  
1351 compliance with the Americans with Disabilities Act (ADA).
- 1352
- 1353 4. Installation of security bars over windows on rear elevations.
- 1354
- 1355 5. Installation of exterior security features and early warning devices on existing light  
1356 poles or other permanent utilities.
- 1357

1358 **C. TRANSPORTATION FACILITIES**, when proposed activities substantially conform to  
1359 the original footprint and/or performed in previously disturbed soils, including any staging  
1360 areas.

1361 1. Roads and Roadways

- 1362
- 1363
- 1364 a. Paving and repair of roads to pre-disaster geometric design standards and  
1365 conditions using in-kind materials, shoulders medians, clearances, curbs, and side  
1366 slopes. This allowance does not include improvement to existing roadways and  
1367 appurtenances.
- 1368
- 1369 b. Construction of temporary emergency access roads in previously disturbed soils to  
1370 allow for passage of emergency vehicles.
- 1371
- 1372 c. Repairs to road slips and landslides that do not require grading of undisturbed soils  
1373 on the up-hill side of the slip.
- 1374
- 1375 d. Re-establishment, armoring and/or upgrading of existing roadway ditches.
- 1376
- 1377 e. In-kind repair or replacement of traffic control devices such as traffic signs and  
1378 signals, delineators, pavement markings, traffic surveillance systems.
- 1379
- 1380 f. Installation and removal of temporary traffic control devices, including pre-formed  
1381 concrete barriers and fencings.
- 1382
- 1383 g. In-kind repair or replacement of roadway safety elements such as barriers,  
1384 guardrails, and impact-attenuation devices. In the case of guardrails, the addition  
1385 of safety end treatments is permitted.
- 1386

1387 2. Airports

- 1388
- 1389 a. In-kind repair or replacement of existing runway surfaces and features (e.g.  
1390 asphalt, concrete, gravel, and dirt) and associated air transportation safety  
1391 components and systems (e.g. lighting bars, beacons, signage and weather  
1392 sensors).
- 1393
- 1394
- 1395

- 1396 3. Rail Systems
- 1397
- 1398 a. In-kind repair or replacement of safety components.
- 1399
- 1400 b. In-kind repair or replacement of existing track system and passenger loading areas.
- 1401

**D. FEES AND SERVICES**

- 1402
- 1403
- 1404 1. Reimbursement of a subgrantee’s insurance deductible, not to exceed \$2,500.
- 1405

**II. Second Tier Allowances**

**A. GROUND DISTURBING ACTIVITIES AND SITE WORK**, when proposed activities described below substantially conform to the original footprint and/or are performed in previously disturbed soils, including the area where the activity is staged.

1. Footings, Foundations, Retaining Walls, Slopes, and Slope Stabilization Systems

- 1413
- 1414 a. In-kind repair, replacement, and reinforcement of footings, foundations, retaining walls, slopes, and slope stabilization systems (e.g., gabion baskets, crib walls, soldier pile and lag walls) if related ground disturbing activities are within the boundary of previously disturbed soils.
- 1415
- 1416
- 1417
- 1418
- 1419 b. Installation of perimeter drainage (e.g. French drains) when performed in previously disturbed soils.
- 1420
- 1421

2. Recreation and Landscaping

- 1422
- 1423
- 1424 a. In-kind repairs or replacement, and minor upgrades to recreational facilities and features (e.g. playgrounds, campgrounds, fire pits, dump stations and utility hook-ups, swimming pools, athletic fields and signage, batting cages, basketball courts, swing sets, pathways, simple wooden/wire stream crossings).
- 1425
- 1426
- 1427
- 1428
- 1429 b. In-kind repair, replacements, and minor upgrades to landscaping elements (e.g., fencing, free standing walls, paving, planters, irrigation systems, lighting elements, signs, flag poles, ramps, steps).
- 1430
- 1431
- 1432

3. Piers, Docks, Boardwalks, Boat Ramps, and Dune Crossovers

- 1433
- 1434
- 1435 a. In-kind repair and replacement and minor upgrades to existing piers, docks, boardwalks, boat ramps and dune crossovers in areas of previously disturbed soils.
- 1436
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- 4. Cemeteries
  - a. Removal of woody debris such as branches and limbs, from cemeteries, provided that heavy equipment and other machinery are not operated or staged on areas potentially containing human remains.

**B. BUILDINGS AND STRUCTURES**

- 1. Interior Work: Floors, Walls, Stairs, Ceilings and Trim
  - a. In-kind repair and replacement of floors, walls, stairs, ceilings, and/or trim. The allowance does not apply to decorative finishes, including murals, glazed paint, gold leaf, or ornamental plaster.
  - b. Interior cleaning of surfaces using a weak solution of household bleach and water, mold remediation, or mold removal. The allowance applies to interior finishes, including plaster and wallboard, provided the cleaning is restricted to damaged areas and does not affect adjacent materials.
  - c. Non-destructive or concealed testing for hazardous materials (e.g., lead paint, asbestos) or for assessment of hidden damages.
- 2. Building Contents
  - a. Repair or replacement of building contents including furniture, movable partitions, computers, cabinetry, supplies, and equipment and any other moveable items which are not character defining features of a historic property.
- 3. Utilities and Mechanical, Electrical, and Security Systems
  - a. In-kind repair or replacement, or limited upgrading of interior utility systems, including mechanical (e.g., heating, ventilation, air conditioning), electrical, and plumbing systems. This allowance does not provide for the installation of new exposed ductwork.
  - b. Elevation of heating, ventilation, and air conditioning system (HVAC) and mechanical equipment as long as it is placed or located where it is not highly visible from the street.
  - c. Installation or replacement of interior fire detection, fire suppression, or security alarm systems. The allowance does not apply to surface mounted wiring, conduits, piping, etc., unless previously existing, provided that installation of the system hardware does not damage or cause the removal of character-defining architectural features and can be easily removed in the future.
  - d. Installation of communication and surveillance security systems, such as cameras, closed-circuit television, alarm systems, and public address systems, provided that

1486 installation of the system hardware does not damage or cause the removal of  
1487 character defining architectural features and can be easily removed in the future.

1488  
1489 e. Installation of building access security devices, such as card readers, enhanced  
1490 locks, and security scanners (e.g., metal detectors), provided the device does not  
1491 damage or cause the removal of character-defining architectural features and can  
1492 be removed in the future without impacts to significant architectural features.

1493  
1494 4. Windows and Doors

1495  
1496 a. In-kind repair of damaged or severely deteriorated windows and window frames,  
1497 shutters, storm shutters, doors and door frames, and associated hardware, where  
1498 profiles, elevations, details and materials match those of the originals.

1499 b. In-kind replacement of window panes. Clear plate, double, laminated or triple  
1500 insulating glazing can be used, provided it does not result in altering the existing  
1501 window material, tint, form, muntin profiles, or number of divided lights. This  
1502 allowance does not apply to the replacement of existing intact archaic or decorative  
1503 glass.

1504  
1505 c. Replacement of exterior, utilitarian, non-character-defining metal doors and frames  
1506 leading into non character-defining spaces with metal blast resistant doors and  
1507 frames.

1508  
1509 5. Exterior Walls, Cornices, Porches, and Foundations

1510 a. In-kind repainting of surfaces, provided that destructive surface preparation  
1511 treatments are not used, such as water blasting, sandblasting, power sanding and  
1512 chemical cleaning.

1513  
1514 b. In-kind repair of walls, porches, foundations, columns, cornices, siding,  
1515 balustrades, stairs, dormers, brackets, trim, and their ancillary components or in-  
1516 kind replacement of severely deteriorated or missing or lost features, as long as the  
1517 replacement pieces match the original in detail and material. Any ground  
1518 disturbance will be limited to previously disturbed soils.

1519  
1520 c. In-kind repair or replacement of signs or awnings.

1521  
1522 d. Installation of temporary stabilization bracing or shoring, provided such work does  
1523 not result in additional damage.

1524  
1525 e. Anchoring of walls to floor systems, provided the anchors are embedded and  
1526 concealed from exterior view.

1527  
1528 f. In-kind repair of concrete and masonry walls, columns, parapets, chimneys, or  
1529 cornices or limited in-kind replacement of damaged components including

- 1530 comparable brick, and mortar that matches the color, strength, content, rake, and
- 1531 joint width.
- 1532
- 1533 g. Bracing and reinforcing of walls, chimneys and fireplaces, provided the bracing
- 1534 and reinforcing are either concealed from exterior view or reversible in the future.
- 1535
- 1536 h. Strengthening of foundations and the addition of foundation bolts, provided that
- 1537 visible new work is in-kind, including mortar that matches the color, content,
- 1538 strength, rake, and joint width where occurring.
- 1539
- 1540 i. Repairs to and in-kind replacement of elements of curtain wall assemblies or
- 1541 exterior cladding that is hung on the building structure, usually from floor to floor,
- 1542 and when the color, size reflectivity, materials, and visual patterns are unaltered.
  
- 1543 6. Roofing
- 1544
- 1545 a. Installation of scaffolding, polyethylene sheeting, or tarps, provided such work will
- 1546 not result in additional damage or irreversible alterations to character defining
- 1547 features.
- 1548
- 1549 b. In-kind repair, replacement, or strengthening of roofing, rafters, fascia, soffits,
- 1550 gutters, verge boards, leader boxes, downspouts, or other damaged roof system
- 1551 components.
- 1552
- 1553 c. Repairs to flat roof cladding, including changes in roofing materials, where the
- 1554 repairs are not highly visible from the ground level.
- 1555
- 1556 7. Weatherproofing and Insulation
  
- 1557 a. Caulking and weather-stripping to complement the color of adjacent surfaces or
- 1558 sealant materials.
  
- 1559 b. In-kind repair or replacement of insulation systems, provided that existing interior
- 1560 plaster, woodwork, exterior siding, or exterior architectural detail is not altered.
- 1561
- 1562 8. Structural Retrofits
- 1563
- 1564 a. The installation of the following retrofits/upgrades, provided that such upgrades
- 1565 are not visible on the exterior: attic bracing, cross bracing on pier and post
- 1566 foundations; fasteners; collar ties; gussets; tie downs; strapping and anchoring of
- 1567 mechanical, electrical, and plumbing equipment; concealed anchoring of furniture;
- 1568 installation of plywood diaphragms beneath first floor joists, above top floor
- 1569 ceiling rafters, and on roofs; and automatic gas shut off valves.
- 1570
- 1571 b. Replacement, repair or installation of lightning rods.
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- 9. Safe Rooms
  - a. Installation of individual safe rooms within the property limits of a residence where the installation would occur within the existing building or structure or in previously disturbed soils.
- 10. Elevation, Demolition, and Reconstruction
  - a. Activities related to the elevation, demolition and/or reconstruction of buildings or structures less than 45 years of age so long as the proposed activities substantially conform to the original footprint and/or are performed in previously disturbed soils including any staging area, and the buildings or structures are not located within or adjacent to a National Register listed or eligible historic district.
- C. TRANSPORTATION FACILITIES**, when proposed activities substantially conform to the original footprint and/or performed in previously disturbed soils, including the area where the activity is staged.
  - 1. Roads and Roadways
    - a. Repair of roads to pre-disaster geometric design standards and conditions using in-kind materials, shoulders, medians, clearances, curbs, and side slopes. This allowance permits minor improvement to meet current code and standards or hazard mitigation measures, such as those designed to harden exposed surfaces, including the application of gravel armoring to side slopes and ditches.
    - b. In kind repair to historic paving materials for roads and walkways.
    - c. In-kind repair or replacement, or minor upgrade of culvert systems and arches beneath roads or within associated drainage systems, including provision of headwalls, riprap and any modest increase in capacity for the purposes of hazard mitigation or to meet current codes and standards, provided that the work substantially conforms to the existing footprint. For stone or brick culverts or arches beneath roadways, this allowance only applies to in-kind repair.
    - d. In-kind repair or replacement of road lighting systems, including period lighting fixture styles.
    - e. In-kind repair or replacement of road appurtenances such as curbs, berms, fences, and sidewalks.
  - 2. Bridges
    - a. Installation of a temporary (Bailey-type) bridge over an existing structure or at a previously disturbed location, such as a former bridge location, to allow passage of emergency vehicles.

1620                    b. In-kind repair or replacement of bridges and bridge components (e.g. abutments,  
1621                    wing walls, piers, decks, and fenders) in previously disturbed soils.  
1622

1623 **D. UTILITIES, COMMUNICATIONS SYSTEMS AND TOWERS**, when proposed  
1624 activities substantially conform to the original footprint and/or performed in previously  
1625 disturbed soils, including the area where the activity is staged.  
1626

1627 1. General  
1628

- 1629 a. In-kind repair or replacement, or minor upgrading, small scale realignment, and  
1630 elevation of utilities and associated features and structures within previously  
1631 disturbed soils of rights-of-way or utility corridors.  
1632
- 1633 b. Installation of new utilities and associated features within existing rights-of-way.  
1634
- 1635 c. Directional boring of new/replacement service line and related appurtenances  
1636 involving boring or silt trenches within previously disturbed soils of rights-of-way  
1637 or utility corridors.  
1638
- 1639 d. In-kind repair or replacement, or minor upgrade of water towers provided activities  
1640 take place within previously disturbed soils. Ground-level facilities may be added  
1641 or expanded in previously disturbed areas. This allowance does not apply to  
1642 masonry water towers.  
1643

1644 2. Generators and Utilities  
1645

- 1646 a. In-kind repair or replacement, or minor upgrades, elevation, and/or installation of  
1647 generators, HVAC systems, and similar equipment provided activities occur within  
1648 previously disturbed soils and any roof mounted equipment is not visible from the  
1649 ground level.  
1650

1651 3. Communication Equipment/Systems and Towers  
1652

- 1653 a. Acquisition, installation, or operation of communication and security  
1654 equipment/systems that use existing distribution systems, facilities, or existing  
1655 infrastructure right-of-way.  
1656
- 1657 b. The collocation of communication and security equipment on existing towers and  
1658 buildings/structures less than 45 year in age, provided that the work does not  
1659 increase existing tower height or footprint by more than 10% and occurs within  
1660 previously disturbed soils.  
1661
- 1662 c. Enhancement, repair or replacement of existing communication towers and  
1663 antenna structures provided the work does not increase existing tower height or  
1664 footprint by more than 10% and occurs within previously disturbed soils.

- 1665 d. Installation of new temporary (not to exceed 12 months) communications towers
- 1666 and antenna structures provided that the work occurs does not require modification
- 1667 of buildings/structures 45 years or older and occurs within previously disturbed
- 1668 soils.
- 1669
- 1670 e. Installation of new communication towers, less than 200 feet tall, in previously
- 1671 developed urban complexes when the work does not require modification of
- 1672 buildings/structures 45 years or older, occurs within previously disturbed soil, and
- 1673 is not within 500 feet of the boundaries of a historic property.
- 1674

**E. WATER RESOURCE MANAGEMENT AND CONTROLS**, when proposed activities substantially conform to the original footprint and/or performed in previously disturbed soils, including the area where the activity is staged.

- 1675
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- 1678
- 1679 1. Canal Systems
- 1680
- 1681 a. In-kind repairs or replacement to canal systems and associated elements.
- 1682
- 1683 2. Breakwaters, Seawalls, Revetments, and Berms
- 1684
- 1685 a. In-kind repair or replacement of breakwaters, seawalls, and revetments, provided
- 1686 the work occurs in previously disturbed soils.
- 1687
- 1688 3. Dams, Levees, and Floodwalls
- 1689
- 1690 a. In-kind repair of dams, levees, floodwalls and related features, including spillways,
- 1691 tide gates, and fuse plugs, provided the work occurs in previously disturbed soils.
- 1692
- 1693 4. Fish Hatcheries
- 1694
- 1695 a. In-kind repair or replacement of fish hatcheries and fish ladders.
- 1696
- 1697 5. Waste-Water Treatment Lagoon Systems
- 1698
- 1699 a. In-kind repair or replacement, or minor upgrades of waste-water treatment lagoon
- 1700 systems.

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## Appendix C

## Treatment Measures

[to be negotiated on a state-by-state basis]

The following Treatment Measures are suggested for the resolution of Adverse Effects:

If Undertakings may or will result in adverse effects, FEMA, the Grantee(s), subgrantee, SHPO, and participating Tribes(s) or Native Hawaiian organization(s), may develop a treatment measure plan that includes one or more of the following Treatment Measures, depending on the nature of historic properties affected and the severity of adverse effects. This Appendix may be amended in accordance with Stipulation IV.A.3 of this Agreement, Amendments.

A. Recordation

1. Digital Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a digital photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate. The digital photography package will meet the standards cited in the NPS' *National Register of Historic Places Photographic Policy March 2010* or subsequent revisions (<http://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm>).
- a. The digital photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.
- b. The digital photography package shall include printed color copies of the digital photographs (on appropriate paper, per *NPS Photographic Policy*), a CD/DVD of the digital photographs, a completed state architectural inventory form, and a written site history of the historic property.
- c. The designated responsible party shall submit the digital photography package to the SHPO, participating Tribe(s), or Native Hawaiian organization(s) for review and approval. Once approved by the SHPO, participating Tribe(s), or Native Hawaiian organization(s), the designated responsible party shall submit a copy of the approved documentation to a local historical society, archive, and/or local library for permanent retention.

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- 2. 35mm Black and White Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a 35 mm film black and white film photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.
  - a. The 35 mm film black and white film photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer’s name recorded on the reverse side in pencil.
  - b. The 35 mm film black and white film photography package shall include one (1) full set of 35mm film black and white photographs printed on acid free paper, the corresponding 35mm film negatives in acid free sleeves, a completed state architectural inventory form, and a written site history of the historic property.
  - c. The designated responsible party shall submit the 35 mm black and white film photography package the SHPO and/or participating Tribe(s) or Native Hawaiian organization(s) for review and approval. Once approved by the SHPO, participating Tribe(s), or Native Hawaiian organization(s), the designated responsible party shall submit a copy of the approved documentation to a local historical society, archive, and/or local library for permanent retention.
- 3. Large Format Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a large format photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.
  - a. The large format photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer’s name recorded on the reverse side in pencil.
  - b. The large format film photography package shall include one (1) full set of 4 x 5 or 5 x 7-inch photographs printed on acid free paper, the corresponding 4 x 5 or 5 x

1794 7-inch negatives in acid free sleeves, a completed state architectural inventory  
1795 form, and a written site history of the historic property.

1796  
1797 c. The designated responsible party shall submit the large format film photography  
1798 package to the SHPO and/or participating Tribe(s) or Native Hawaiian  
1799 organization(s) for review and approval. Once approved by the SHPO, and/or  
1800 participating Tribe(s) or Native Hawaiian organization(s), the designated  
1801 responsible party shall submit a copies of the approved documentation to a local  
1802 historical society, archive, and/or local library for permanent retention.

1803  
1804 **B. Tribal or Native Hawaiian Organization Treatment Plan**

1805  
1806 Prior to project implementation, FEMA shall work with participating Tribe(s) or Native  
1807 Hawaiian organization(s) to develop a plan for the protection and treatment of, including  
1808 but not limited to, Native American or Native Hawaiian human remains, funerary objects,  
1809 cultural and religious landscapes, ceremonial items, traditional gathering areas and  
1810 cultural items, for known sites and in the event that any are discovered in conjunction with  
1811 the Undertaking, including archaeological studies, excavation, geotechnical investigations,  
1812 grading, and all ground-disturbing activity. The plan shall also formalize procedures for  
1813 Tribal or Native Hawaiian organization monitoring during archaeological studies, grading,  
1814 and ground disturbing activities for the Undertaking. FEMA shall implement the finalized  
1815 plan.

1816  
1817 **C. Public Interpretation**

1818  
1819 Prior to project implementation, FEMA, the Grantee(s), and subgrantee shall work with  
1820 the SHPO and/or participating Tribe(s) or Native Hawaiian organization(s) to design an  
1821 educational interpretive plan. The plan may include signs, displays, educational  
1822 pamphlets, websites, workshops and other similar mechanisms to educate the public on  
1823 historic properties within the local community, state, or region. Once an interpretive plan  
1824 has been agreed to by the parties, SHPO and/or participating Tribes, or Native Hawaiian  
1825 organization(s) and the designated responsible party shall continue to consult throughout  
1826 implementation of the plan until all agreed upon actions have been completed by the  
1827 designated responsible party.

1828  
1829 **D. Historical Context Statements and Narratives**

1830  
1831 Prior to project implementation, FEMA, the Grantee(s), and subgrantee shall work with  
1832 the SHPO and participating Tribe(s) or Native Hawaiian organization(s) to determine the  
1833 topic and framework of a historic context statement or narrative the designated responsible  
1834 party shall be responsible for completing. The statement or narrative may focus on an  
1835 individual property, a historic district, a set of related properties, or relevant themes as  
1836 identified in the statewide preservation plan. Once the topic of the historic context  
1837 statement or narrative has been agreed to, the designated responsible party shall continue  
1838 to coordinate with the SHPO and participating Tribe(s) or Native Hawaiian  
1839 organization(s) through the drafting of the document and delivery of a final product. The

1840 SHPO and participating Tribe(s) or Native Hawaiian organization(s) shall have final  
1841 approval over the end product. The designated responsible party shall use staff or  
1842 contractors that meet the Secretary’s Professional Qualifications for the appropriate  
1843 discipline.

1844  
1845 E. Oral History Documentation

1846  
1847 Prior to project implementation, FEMA, the Grantee(s), and subgrantee shall work with  
1848 the SHPO and/or participating Tribe(s) or Native Hawaiian organization(s) to identify oral  
1849 history documentation needs and agree upon a topic and list of interview candidates. Once  
1850 the parameters of the oral history project have been agreed upon, the designated  
1851 responsible party shall continue to coordinate with the SHPO and/or participating Tribe(s)  
1852 or Native Hawaiian organization(s) through the data collection, drafting of the document,  
1853 and delivery of a final product. The SHPO and/or participating Tribe(s) or Native  
1854 Hawaiian organization(s) shall have final approval over the end product. The designated  
1855 responsible party shall use staff or contractors that meet the Secretary’s Professional  
1856 Qualifications for the appropriate discipline.

1857  
1858 F. Historic Property Inventory

1859  
1860 Prior to project implementation, FEMA, the Grantee(s), and subgrantee shall work with  
1861 the SHPO and/or participating Tribe(s), or Native Hawaiian organization(s) to establish  
1862 the appropriate level of effort to accomplish a historic property inventory. Efforts may be  
1863 directed toward the resurvey of previously designated historic properties and/or districts  
1864 which have undergone change or lack sufficient documentation, or the survey of new  
1865 historic properties and/or districts that lack formal designation. Once the boundaries of the  
1866 survey area have been agreed upon, the designated responsible party shall continue to  
1867 coordinate with the SHPO and/or participating Tribe(s), or Native Hawaiian  
1868 organization(s) through the data collection process. The designated responsible party shall  
1869 use SHPO and/or participating Tribe(s), or Native Hawaiian organization(s) standards for  
1870 the survey of historic properties and SHPO and/or participating Tribe(s) or Native  
1871 Hawaiian organization(s) forms as appropriate. The designated responsible party shall  
1872 prepare a draft inventory report, according to SHPO and/or participating Tribe(s) or  
1873 Native Hawaiian organization(s) templates and guidelines, and work with the SHPO  
1874 and/or participating Tribes, or Native Hawaiian organization(s) until a final property  
1875 inventory is approved. The designated responsible party shall use staff or contractors that  
1876 meet the Secretary’s Professional Qualifications for the appropriate discipline.

1877  
1878 G. National Register and National Historic Landmark Nominations

1879  
1880 Prior to project implementation, FEMA, the Grantee(s), and subgrantee shall work with  
1881 the SHPO and/or participating Tribes, or Native Hawaiian organization(s) to identify the  
1882 individual properties that would benefit from a completed National Register or National  
1883 Historic Landmark nomination form. Once the parties have agreed to a property, the  
1884 designated responsible party shall continue to coordinate with the SHPO and/or  
1885 participating Tribes, or Native Hawaiian organization(s) through the drafting of the

1886 nomination form. The SHPO and/or participating Tribe(s) or Native Hawaiian  
1887 organization(s) shall provide adequate guidance to the designated responsible party during  
1888 the preparation of the nomination form and shall formally submit the final nomination to  
1889 the Keeper for inclusion in the National Register. The designated responsible party shall  
1890 use staff or contractors that meet the Secretary’s Professional Qualifications for the  
1891 appropriate discipline.

1892  
1893 **H. Geo-References of Historic Maps and Aerial Photographs**

1894  
1895 Prior to project implementation, FEMA, the Grantee(s), and subgrantee shall work with  
1896 the SHPO and/or participating Tribe(s) or Native Hawaiian organization(s) to identify the  
1897 historic maps and/or aerial photographs for scanning and geo-referencing. Once a list of  
1898 maps and/or aerial photographs have been agreed upon, the designated responsible party  
1899 shall continue to coordinate with the SHPO and/or participating Tribes or Native  
1900 Hawaiian organization(s) through the scanning and geo-referencing process and shall  
1901 submit drafts of paper maps and electronic files to the SHPO, and/or participating Tribe(s)  
1902 or Native Hawaiian organization(s) for review. The SHPO and/or participating Tribe(s) or  
1903 Native Hawaiian organization(s) shall have final approval on the quality of the  
1904 documentation provided by the designated responsible party. The final deliverable  
1905 produced by the designated responsible party shall include a paper copy of each scanned  
1906 image, a geo-referenced copy of each scanned image, and the metadata relating to both the  
1907 original creation of the paper maps and the digitization process.  
1908

