

**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY OF THE DEPARTMENT
OF HOMELAND SECURITY, THE STATE HISTORIC PRESERVATION OFFICE OF
IOWA, and
THE IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DIVISION
and THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

WHEREAS, the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security makes assistance available to states/commonwealths, communities, and other eligible entities for disaster housing; hazard mitigation; prevention of and preparedness for emergencies and disasters; and the repair, restoration and replacement of public infrastructure pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5206, (Stafford Act), as amended by the Disaster Mitigation Act of 2000; the National Flood Insurance Act of 1968, as amended, 42 U.S.C. § 4001 et seq.; and implementing regulations contained in Title 44 of the Code of Federal Regulations; and

WHEREAS, FEMA has determined that implementation of these Programs will result in Undertakings that may affect properties listed or eligible for listing on the National Register of Historic Places, and FEMA has consulted with the State Historic Preservation Office of Iowa (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR Part 800, implementing Section 106, herein referred to as Section 106, and 110(f) of the National Historic Preservation Act (NHPA), incorporating amendments effective August 2004; 16 U.S.C. Part 470; and

WHEREAS, FEMA has determined that there is one (1) Federally-recognized tribe, the Sac & Fox Tribe of the Mississippi in Iowa (Sac & Fox Tribe), which has recognized tribal lands located in Tama County, Iowa. There are no non-resident federally-recognized Indian tribes in Iowa. FEMA, in consultation with the Sac & Fox Tribe, has determined that an independent programmatic agreement is needed for Sac & Fox Tribal Lands to fulfill the requirements of Section 106. Henceforth, this Programmatic Agreement (Agreement) is not applicable to Sac & Fox Tribal lands. In recognizing FEMA's government-to-government relationship with Indian tribes, FEMA has invited the Sac & Fox to participate in this Agreement and will continue to consult with the Sac & Fox Tribe on Undertakings with the potential to affect cultural and historic properties throughout Iowa; and

WHEREAS, the State of Iowa (grantee) will receive financial and technical assistance from FEMA and will in turn provide monies and other assistance to eligible sub-grantees (applicants) and as such the Iowa Homeland Security and Emergency Management Division (IHSEMD) will typically be responsible for administering these Programs, has participated in this consultation, and has been invited to enter into this Agreement; and

WHEREAS, FEMA, IHSEMD, ACHP and SHPO (the four signatory parties), acknowledge that implementation of these Programs will be more effective if, pursuant to 36 CFR §800.14(b), this Agreement is in place to define roles and responsibilities in the Section 106 review process and

promote efficiency so that the effects of Undertakings on historic properties may be considered while minimizing delays to FEMA's and IHSEMD's delivery of disaster and mitigation assistance;

NOW, THEREFORE, FEMA, IHSEMD, ACHP, and SHPO agree that all Programs will be administered in accordance with the following Stipulations to satisfy FEMA's Section 106 responsibilities for all Undertakings. FEMA will not approve funding of any Undertaking until it is reviewed pursuant to this Agreement.

STIPULATIONS

To the extent of its legal authority, and in coordination with SHPO, IHSEMD, and ACHP, FEMA will require that the following measures be implemented:

I. LEAD AGENCY COORDINATION

- A. When FEMA is determined to be the Lead Agency under 36 CFR 800.2(a)(2), and has obtained the concurrence of the other participating Federal Agency or agencies, FEMA will coordinate the Section 106 review activities of any such Federal agencies and local, state, and Indian communities that have Section 106 compliance responsibilities under 24 CFR Part 58, pursuant to the assumption of authority for Section 106 by the Department of Housing and Urban Development (HUD), and notify the SHPO.
- B. If a sub-grantee requests FEMA funding for a project with the same scope of work and Area of Potential Effect that was previously reviewed by another Federal agency or for which the Section 106 consultation has been completed, additional Section 106 consultation will not be required on FEMA's part. The sub-grantee, IHSEMD, or other Grantee will certify to FEMA that a project has not changed in scope or detail (i.e., that the project plans bear the same date as those referenced in the previous comment letter) and document prior SHPO concurrence relative to the Undertaking by submitting the SHPO's concurrence or comment letter to FEMA for inclusion in FEMA's project records.

II. APPLICABILITY

- A. This Agreement applies to the Programs implemented in the state of Iowa after execution by all parties, and will remain in effect for a period of five (5) years from the date of execution. In the event that a specific disaster declaration occurs prior to the expiration date, FEMA will notify the signatories that the Agreement will remain in effect for that specific disaster so long as the disaster remains open for funding.
- B. FEMA has determined that the following types of activities have limited potential to affect historic properties and FEMA need not take any further action to meet Section 106 requirements for such activities. These activities include: pursuant to 44 CFR §206.110(m), implementation of the Programs as related to assistance to individuals and households (Section 408 of the Stafford Act, Individuals and Households Program and

the Other Needs Assistance Program), with the exception of ground disturbing activities and construction related to 44 CFR §206.117(b)(1)(ii) (Temporary housing), 44 CFR §206.117(b)(3) (Replacement housing), and §206.117(b)(4) (Permanent housing construction). [67 FR 61452, Sept. 30, 2002; 67 FR 62896, Oct. 9, 2002]; program activities enumerated in 44 CFR §10.8(d) (2) (i-vi, viii, xviii) (select FEMA National Environmental Policy Act Categorical Exclusions); and Section 411 (Individual and Family Grant Programs), 412 (Food Coupons and Distribution), Section 415 (Legal Services), and Section 416 (Crisis Counseling Assistance and Training) of the Stafford Act.

- C. FEMA will determine when the Undertaking is in conformance with one or more of the Allowances in Appendix A – Programmatic Allowances. After documenting this decision in writing in the project files, FEMA may approve funding for such Undertakings, without SHPO or ACHP review.
- D. This Agreement will only apply to historic properties that retain National Register of Historic Places (NRHP) integrity, pursuant to 36 CFR Part 60. FEMA will make this determination; prepare a list of those historic properties associated with an Undertaking that no longer retain integrity resulting from the emergency event, and make this information, including photographs, location information and written damage description, available to the SHPO. If the SHPO so requests, FEMA will consult with the SHPO in the event the SHPO objects to a FEMA determination regarding a property’s NRHP integrity.
- E. For all other activities, FEMA will conduct Section 106 review in accordance with Stipulations V, VI, or VII and other stipulations of the Agreement, as applicable.

III. GENERAL

- A. Professional Qualifications:
 - 1. FEMA will use Federal, State of Iowa agency, or contractor staff who meet the Secretary of Interior’s Professional Qualifications Standards (SOI Qualifications), as determined by FEMA’s Federal Preservation Officer (FPO), in the required disciplines, in making National Register eligibility and effect determinations and overseeing compliance with this Agreement.
 - 2. FEMA acknowledges that some individuals or groups, and Indian tribes, possess special expertise related to Traditional Cultural Properties, and FEMA may utilize this expertise and consult with them for the purpose of site identification and determining if any such properties are eligible for the NRHP, and may invite them to participate as consulting parties in the Section 106 process.
- B. All time designations will be in calendar days, unless otherwise noted. If the SHPO does not comment on FEMA’s determination related to a proposed action within an agreed upon time frame, FEMA may assume the SHPO’s non-objection to FEMA’s determination and proceed accordingly.

C. FEMA responsibilities:

FEMA may request that Federal, State of Iowa agency, or sub-grantee staff who meet the SOI Qualifications in III.A.1 conduct the identification and evaluation of historic properties on behalf of FEMA, as described in 36 CFR §800.4(b) and (c).

1. FEMA will review all NRHP eligibility and effect determinations resulting from the performance of these delegated activities.
2. FEMA will provide the SHPO and the ACHP with an annual written report of activities of the previous calendar year on or before March 31 of the following year, for each year that this Agreement is in effect. Upon the request of any signatory party, a meeting will be held subsequent to the issuance of the annual report to review the report and/or discuss issues in greater detail. This Annual Report will summarize the actions taken to implement the terms of this Agreement, including:
 - a. A listing of the projects requiring a cultural resources survey;
 - b. The number of properties added to the Iowa Site Inventory;
 - c. A summary of the treatment measures undertaken;
 - d. A summary of archaeological activities; and
 - e. Suggestions, if any, for additional actions that could be considered for inclusion as Programmatic Allowances in Appendix A.
3. Prior to authorizing the release of funds for individual projects requiring special conditions pursuant to this Agreement, FEMA will fully inform IHSEMD or other Grantee of all stipulations and conditions in writing to insure that they are understood and conveyed to the sub-grantee, pursuant to III.E.1.
4. FEMA will ensure that all fieldwork and documentation resulting from planning and implementing Undertakings pursuant to this Agreement are consistent with applicable *Secretary of the Interior's Standards for the Rehabilitation of Historic Properties*, (Secretary of the Interior Standards) and *Guidelines for Conducting Archaeological Investigations in Iowa* (Iowa guidelines).

D. SHPO responsibilities:

1. The SHPO will respond to a request for concurrence with FEMA's Section 106 determinations within the time frames required by this Agreement.
2. The SHPO *may* delegate some or all of its responsibilities under this Agreement to persons who are not currently members of the SHPO staff and who will serve as

SHPO representatives with respect to the actions and decisions required by this Agreement. If, as a result of a specific Disaster, SHPO staff is unable to meet the time frames of this Agreement, SHPO will consult with FEMA at the earliest possible time to seek a solution. FEMA will document the results of the consultation and provide the documentation to the signatories.

E. IHSEMD Responsibilities:

1. As Grantee, IHSEMD, with FEMA's assistance in accordance with Stipulation III.C.4, will ensure that all sub-grantees are fully informed as to their responsibilities stipulated in this Agreement. This includes providing them with information about in-kind repairs, pursuant to the Secretary of Interior's Standards, and insuring the sub-grantees understand and acknowledge any additional conditions that may be placed upon construction, repair or hazard mitigation projects as a result of Section 106 consultation and the provisions of this Agreement. IHSEMD will also ensure that sub-grantees understand that failure to comply with Undertaking-specific conditions could jeopardize Federal participation in the project.
2. Although the administrative action of acquiring properties in buyout projects is programmatically excluded from Section 106 review, as per Appendix A, XI, IHSEMD will ensure that sub-grantees secure the properties from physical alteration including demolition, illegal entry, and damage until the requirements of the Agreement are fulfilled. IHSEMD will ensure that sub-grantee communities agree to these provisions as a condition of the grant before FEMA will release any project funding. The above would follow project consultation under the standard review stipulation.

F. ACHP Responsibilities:

If the State Historical Society of Iowa is an applicant for FEMA assistance, or if FEMA determines that SHPO review of an Undertaking may appear to be a conflict of interest, FEMA will provide the project documentation to the ACHP and request the ACHP to review the Undertaking within the specified time periods in lieu of the SHPO.

IV. INITIAL COORDINATION FOLLOWING DECLARATION OF THE DISASTER

Upon the Presidential declaration of a disaster, FEMA will notify the SHPO of the Declaration and provide a list of the designated counties. After establishing the Joint Disaster Field Office (JFO), FEMA will coordinate with the SHPO and IHSEMD to establish points of contact and then initiate the historic scoping process where the SHPO will be provided pertinent information from the Preliminary Damage Assessments (PDA), program issues and processes will be discussed, along with any special protocols or other considerations related to implementation of the Agreement.

A. FEMA will:

1. Ensure information related to the Section 106 review process is presented to subgrantees at the Public Assistance Program applicant briefings and kickoff meetings;
2. Consult with other Federal agencies, and local governments delegated authority for Section 106 by HUD, having jurisdiction for Undertakings related to the Programs to ensure lead Federal agency is established, per Stipulation I.A;
3. Develop with the SHPO a plan for involving the public and consulting parties in the Section 106 review process in accordance with Stipulation X of the Agreement; and
4. Upon learning that a National Historic Landmark (NHL) has been damaged as a result of a disaster, notify the SHPO and the Secretary of Interior's NHL Program Manager at the National Park Service Midwest Regional Office in Omaha.

B. The SHPO will:

1. Identify a SHPO staff or consultants to consult with FEMA on its Section 106 responsibilities;
2. Provide FEMA with general guidance on special historic areas of concern or specific property types that may need special consideration;
3. Provide FEMA historic preservation specialists access to available SHPO maintained records for historic property information;
4. Work with FEMA to jointly compile a list of previously identified or unevaluated historic properties and geographic areas with high potential for unidentified properties.
5. Assist FEMA, when possible, in identifying any communities, Tribes, organizations or individuals that may have an interest in historic properties affected by the Disaster; and
6. Assist local jurisdictions in evaluating the historic sensitivity of identified temporary debris staging and reduction or temporary housing sites.

C. FEMA and SHPO will consult to establish disaster specific interim reporting related to this Agreement.

D. The SHPO and IHSEMD are encouraged to work together to plan, identify and approve preparedness initiatives, such as, but not limited to, locating group temporary housing and debris management sites prior to or at the beginning of disaster recovery activities.

V. EXPEDITED PROJECT REVIEW FOR EMERGENCIES

- A. Immediate rescue and salvage operations conducted to preserve life and property are exempt from the provisions of Section 106 (36 CFR §800.12(d)). (“Emergency situations: Applicability”).
- B. As a result or in anticipation of the Disaster, but within 30 days after the time of discovery of the emergency, FEMA may be requested to authorize funding through its *response and recovery programs* (Public Assistance Program, Individuals and Households Program) for emergency protective measures in response to an immediate threat to human health and safety or improved property, which may adversely affect historic properties. For all Undertakings that the Federal Coordinating Officer (FCO), in coordination with the Federal Preservation Officer (FPO), determines are of an emergency nature as defined in Section 102(1) of the Stafford Act, and are not exempt from Section 106 review in accordance with Stipulation V.A. above, FEMA will conduct the following expedited review:
1. The expedited review period will begin at the time that FEMA determines that an emergency action is required, and will remain in effect for the time necessary to implement this expedited review, but for not more than 30 days after the identified emergency undertaking.
 2. The FCO or designated representative will certify in writing to the SHPO the need for FEMA to conduct expedited project review for individual Undertakings. Should FEMA determine that it is necessary to extend the expedited review period beyond 30 days, FEMA will, in 30-day increments, as needed, and in coordination with FEMA’s FPO, advise the SHPO and ACHP, in writing, prior to the expiration of the 30 day period in question;
 3. If it appears that an emergency action will adversely affect a historic property during this expedited review period, FEMA will provide the SHPO with available information about the condition of the property, the proposed action, and prudent and feasible measures that would take the adverse effect into account, requesting the SHPO’s comments. FEMA may provide this information through written requests, telephone conversations, meetings, or electronic media. In all cases, FEMA will communicate to SHPO that an “expedited project review” is being requested;
 4. The SHPO will respond to any FEMA request for comments within three (3) working days after receipt, unless FEMA determines the nature of the emergency action warrants a shorter time period. If SHPO concurs with the proposed measures or if FEMA incorporates SHPO recommendations into the action, FEMA will provide SHPO with final project documentation, including a discussion of all actions taken with respect to the proposed mitigation measures, at the earliest convenient time after the emergency action is taken; and
 5. If FEMA does not accept the recommendations provided by the SHPO pursuant to this Stipulation, or the SHPO objects to FEMA’s proposal to use the emergency

review procedure and/or proposed treatment measures, FEMA will consult with the SHPO to resolve the dispute. If FEMA is unable to resolve the dispute, FEMA will forward documentation for the project, including an explanation of the dispute, and request the ACHP's comments. FEMA will request that the ACHP provide final comment to FEMA within seven (7) days after receipt of FEMA's request, pursuant to 36 CFR §800.12 (b)(2), unless FEMA determines the nature of the emergency action warrants a shorter time period.

VI. STANDARD PROJECT REVIEW

The signatories of this Agreement will carry out the following review for all non-emergency Undertakings that do not fall under one or more of the Programmatic Allowances (Section II.C) related to the delivery of FEMA's disaster *response and recovery programs* and FEMA/IHSEMD's *mitigation or other programs* (Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, Flood Mitigation Assistance, etc), with the noted exception of the different time frames for SHPO and consulting party comments relative to the two categories of Programs.

- A. Establish Area of Potential Effects (APE): For all project reviews of standing structures the APE will be the individual facility (as defined in 44 CFR §206.201(c)) when an Undertaking is limited to the in-kind repair or rehabilitation of the facility's interior or exterior. For all other Undertakings, qualified FEMA staff will establish the APE, including those that may affect archaeological properties. FEMA may also consult with the SHPO and invite other appropriate parties (such as local governments and the public) to provide information related to the APE.
- B. In accordance with the intent of 36 CFR §800.4(b, c) ("Identify historic properties" and "Evaluate historic significance"), qualified FEMA staff will determine if the APE contains properties or is likely to contain properties (including archaeological properties) that are listed in or potentially eligible for the NRHP. FEMA may consult with the SHPO and the Office of the State Archaeologist if it is deemed necessary.
- C. If no historic properties are present, or if an Undertaking is designed to avoid affecting the character defining features or integrity of such historic properties as defined in 36 CFR §800.16(1), a qualified FEMA staff will make a determination of "no historic properties affected" in accordance with 36 CFR §800.4(d)(1). FEMA will notify the SHPO of this finding and provide supporting documentation (including applicable SHPO project review forms) and inform SHPO on the applicable program. Unless the SHPO or any consulting party objects to this finding within **10** days for *response and recovery programs* and **30** days for *mitigation programs*, after receipt, FEMA will document the project file and Section 106 review will be concluded.
- D. If FEMA determines any of the National Register criteria are met and the SHPO agrees, the property shall be considered eligible for the National Register for Section 106 purposes. If FEMA determines the criteria are not met and the SHPO agrees, the property shall be considered not eligible. If FEMA and the SHPO do not agree, or if the

Council or the Secretary so request, FEMA shall obtain a determination of eligibility from the Secretary pursuant to 36 CFR part 63.

E. If an Undertaking may affect identified historic properties, or if the SHPO objects to the determination of “no historic properties affected” after receipt, FEMA will consult with the SHPO to apply the criteria of adverse effect, pursuant to 36 CFR §800.5(a) (1), or determine if the Undertaking meets the Secretary of Interior Standards for the Treatment of Historic Properties (Standards), or any other applicable Secretary of Interior’s Standards. FEMA will also consider any views provided by consulting parties, including IHSEMD, and the public related to such effects.

1. For standing structures only:

a. If FEMA and the SHPO agree that an Undertaking does not meet the adverse effect criteria or that it meets the Standards, FEMA will make a determination of “no adverse effect” pursuant to 36 CFR §800.5(b). FEMA will notify the SHPO and all consulting parties of this determination and provide supporting documentation pursuant to 36 CFR §800.5(c) and specified in Section §800.11(e). In the case of FEMA’s disaster *response and recovery program*, unless the SHPO or any consulting party objects within **10** days after receipt of the notification, FEMA will complete the Section 106 review and may approve funding. In the case of FEMA/IHSEMD *mitigation programs*, the SHPO or any consulting party will make any objections known within **30** days;

b. If the SHPO objects to the “no adverse effect” determination, FEMA may request, when appropriate, through IHSEMD that the sub-grantee revise the scope of work to substantially conform to the Standards, in consultation with the SHPO and consulting parties. FEMA also will ensure that the revised scope of work is reviewed for funding eligibility. If the sub-grantee modifies the scope of work to address the objections, FEMA will notify the SHPO and all consulting parties, and provide supporting documentation. In the case of FEMA’s disaster *response and recovery programs*, unless the SHPO or any consulting party objects within 10 days after receipt, FEMA will complete the Section 106 review and may approve funding. In the case of FEMA/IHSEMD’s *mitigation programs*, the SHPO or any consulting party will make any objections known within the standard 30 days as provided for in 36 CFR §800.5(c); and

c. If the sub-grantee is unable to, or will not modify the Undertaking to meet the Standards or address the objections, FEMA will initiate adverse effect consultation pursuant to Stipulation VII.

2. For archaeological properties and historic properties of traditional religious or cultural significance:

a. FEMA and SHPO shall identify consulting parties, including the involvement of the Sac & Fox Tribe, at the onset of the coordination.

- b. If FEMA and the SHPO agree that an Undertaking does not meet the adverse effect criteria, FEMA will make a determination of “no adverse effect” pursuant to 36 CFR §800.5(b). FEMA will notify the SHPO and all consulting parties of this determination and provide supporting documentation pursuant to 36 CFR §800.5(c) and specified in Section §800.11(e). In the case of FEMA’s *disaster response and recovery programs*, unless the SHPO or any consulting party objects within **10** days after receipt SHPO, FEMA will complete the Section 106 review and may approve funding. In the case of FEMA/IHSEMD *mitigation programs*, the SHPO or any consulting party will make any objections known within 30 days;
 - c. If the SHPO objects to the “no adverse effect” determination, but the identified historic properties can be avoided through redesign of an Undertaking, or through procedures/requirements agreed upon among all the consulting parties, FEMA will make a determination of “no adverse effect” pursuant to 36 CFR §800.5(b). FEMA will notify the SHPO and all consulting parties of this determination and provide supporting documentation pursuant to 36 CFR §800.5(c) and specified in Section §800.11(e). In the case of FEMA’s *disaster response and recovery programs*, unless the SHPO or any consulting party objects within **10** days after receipt, FEMA will complete the Section 106 review and may approve funding. In the case of FEMA/IHSEMD *mitigation programs*, the SHPO or any consulting party will make any objections known within 30 days; and
 - d. If the SHPO objects to the “no adverse effect” determination and the project cannot be modified or procedures/requirements cannot be agreed upon to avoid effect on historic properties, FEMA may request ACHP review under 36 CFR §800.5(c)(3) *Council review of findings* and will initiate adverse effect consultation pursuant to Stipulation VII.
- F. For all other historic properties where Secretary of the Interior’s Standards do not exist or where avoidance is not easily achieved, such as properties of religious and cultural importance that meet the NR criteria, FEMA will initiate adverse effect consultation pursuant to Stipulation VII.

VII. RESOLUTION OF ADVERSE EFFECTS FOR HISTORIC PROPERTIES

- A. If FEMA determines that an Undertaking will adversely affect a historic property, FEMA will determine if the Undertaking will be reviewed in accordance with 36 CFR §800.6, resulting in a Memorandum of Agreement (MOA). Following this decision, FEMA will notify the SHPO and other consulting parties, and provide the ACHP with an adverse effect notice, including documentation in accordance with 36 CFR §800.11(e), subject to the confidentiality provisions of 36 CFR §800.11(c) with respect to properties of religious or cultural significance.

1. Memorandum of Agreement: FEMA may develop a MOA in accordance with 36 CFR §800.6 to outline measures to avoid, minimize or mitigate adverse effects to historic properties. FEMA may also consider reasonable alternate treatment measures that serve an equivalent or greater public benefit than standard measures or archaeological data recovery, while promoting the preservation of historic properties. FEMA will attempt to identify all such feasible measures in consultation with the SHPO and other consulting parties identified in accordance with 36 CFR §800.2(c), where appropriate. Alternate measures may include, but are not limited to, preservation planning, interpretive programs, or improvement of existing historic properties databases with Geographic Information Systems.
 2. Secondary Programmatic Agreement: FEMA, the SHPO, IHSEMD, the ACHP, if participating, and other consulting parties may consult to develop a Secondary Agreement to require programmatic conditions and/or treatment measures for multiple, but similar Undertakings by a sub-grantee. A secondary programmatic agreement may also consider reasonable alternate treatment measures.
- B. When an Undertaking will adversely affect an archaeological property, FEMA may treat the adverse effect by providing for the recovery of significant information through archaeological data recovery or other scientific means. To accomplish this objective, FEMA will follow the ACHP's "Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites" published in the Federal Register (64 FR 95N 27085-27087, May 18, 1999), and may consult with the other consulting parties to prepare a data recovery plan. This data recovery plan will include a provision that all materials and records resulting from archaeological survey and data recovery are curated at a repository within the State of Iowa and in accordance with 36 CFR Part 79 and relevant SHPO guidelines. For sites where FEMA determines that human remains and possible associated funerary remains or items of cultural patrimony as defined by the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001) or as defined in the Code of Iowa Chapters 263B and 716.5, might be present, FEMA shall ensure that any human remains and grave-associated artifacts encountered during the archaeological investigations are brought to the immediate attention of IHSEMD, the SHPO, the Office of the State Archaeologist (OSA), and the Tribe(s), as appropriate, and all excavation activities should cease in the immediate vicinity of the discovery. FEMA shall notify the ACHP within 24 hours of the discovery. At FEMA's discretion, all parties shall be invited to meet at the discovery site within 72 hours. No activities that might disturb or damage the remains will be conducted until all parties have determined whether archaeological excavation is necessary and/or desirable. All procedures will follow the guidance outline in the National Park Service publication *National Register Bulletin 41: Guidelines for Evaluating and Registering Cemeteries and Burial Places*, and consider the Native American Graves Protection and Repatriation Act of 1990 (PL 101-160) as appropriate, Code of Iowa Chapters 263B and 716.5 and the enactment of Code of Iowa Chapter 523I.316(6), which requires the reporting of discovered human remains to law enforcement officials, medical examiners, or if the human remains are believed to be 150

years of age or older, the Office of the State Archaeologist. Failure to report the discovery of human remains to the proper authorities is a misdemeanor.

- C. When an Undertaking may adversely affect a National Historic Landmark (NHL), FEMA will notify and invite the ACHP to participate in consultation, pursuant to 36 CFR §800.6(a)(1)(i)(B); and will notify and invite the Secretary of Interior (Secretary), through the Midwest Regional Office of the National Park Service in Omaha, to participate in consultation, pursuant to 36 CFR §800.10 (“Special requirements for protecting National Historic Landmarks”). When the ACHP participates in consultation related to a NHL, the ACHP will report the outcome of the consultation to the Secretary and the FEMA Director.

VIII. CHANGES TO AN APPROVED SCOPE OF WORK

- A. IHSEMD will notify FEMA as soon as practicable of any proposed change to the approved scope of work for an Undertaking related to a historic property. FEMA will then consult with the SHPO, and other appropriate parties to determine if the change will have an effect on the property. FEMA may authorize the sub-grantee to proceed with the change if it meets an Allowance (Appendix A) or if, for a standing structure, the change can be modified to conform to any applicable SOI Standards.
- B. If FEMA determines that the change does not meet an Allowance, or if FEMA and the SHPO determine that the change cannot be modified to conform to the Standards, or any other applicable SOI Standards, FEMA will initiate adverse effect consultation pursuant to Stipulation VII.

IX. UNEXPECTED DISCOVERIES

- A. IHSEMD will notify FEMA and the SHPO as soon as practicable if it appears that an Undertaking will affect a previously unidentified property that may be historic, or affect a known historic property in an unanticipated manner. IHSEMD will require the sub-grantee to immediately stop construction activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the property until FEMA concludes consultation with the SHPO and other parties (Certified Local Governments or Tribes) as appropriate.
- B. FEMA will consult with the SHPO and other parties as appropriate to develop actions to take into account the effects of the Undertaking. FEMA will notify the SHPO and other parties as appropriate of any time constraints, and all parties will mutually agree upon timeframes for this consultation. IHSEMD and the sub-grantee may participate in this consultation. FEMA will provide the SHPO with written recommendations to take into account the effects of the Undertaking. SHPO will respond to FEMA and IHSEMD concerning the written recommendation within no more than 15 days of their receipt.
- C. If the SHPO or any other consulting party does not object to FEMA's recommendations within the agreed upon timeframe, FEMA will require the sub-grantee to modify the

scope of work to implement the recommendations. If the SHPO objects to the recommendations, FEMA and the SHPO will consult further to resolve this objection through actions including, but not limited to, identifying project alternatives that may result in the Undertaking having no adverse effect on historic properties, or proceeding in accordance with Stipulation VII.

- D. IHSEMD will advise sub-grantees of the requirements of this Agreement and Iowa State Code Chapter 523I.316 (6) regarding the discovery of human remains. If human remains are discovered during the course of project implementation, IHSEMD will notify the County Coroner (unless the sub-grantee already has), FEMA and the SHPO immediately and the OSA if the human remains are suspected to be more than 150 years in age in accordance with Code of Iowa Chapters 263B and 716.5; and will require the sub-grantee to stop project activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm until FEMA concludes consultation with the signatories of this Agreement. Procedures outlined in Stipulation VII.B. will follow thereafter if human remains are determined to be under the purview of the Office of the State Archaeologist.

X. PUBLIC PARTICIPATION

- A. FEMA recognizes that the views of the public are essential to informed decision making in the Section 106 review process. FEMA will consult with the SHPO to determine if there are individuals or organizations with a demonstrated interest in the preservation of historic resources that should be made aware of an Undertaking. If such parties are identified, FEMA will provide them with information regarding the Undertaking and its effect on historic properties, consistent with the confidentiality provisions of 36 CFR §800.11(c). When FEMA has determined that an Undertaking will have an adverse effect upon historic properties, FEMA will provide the public an opportunity to express their views on resolving the adverse effect.
- B. FEMA will notify the public of proposed actions in a manner that reflects the:
 - 1. Nature and complexity of the Undertaking and FEMA's specific involvement;
 - 2. Effect of the Undertaking on historic properties;
 - 3. Likely interest of the public in the effects on historic properties; and
 - 4. Confidentiality concerns of the consulting parties, private individuals and businesses.
- C. In accordance with the plan developed in consultation with the SHPO for involving the public, and taking into consideration the variables in X.B., FEMA will identify the appropriate stage of project review for seeking public input during the Section 106 process.

These stages may include:

1. Initial coordination for complex Undertakings;
 2. Identification of historic properties;
 3. Assessment of adverse effects; and
 4. Resolution of adverse effects.
- D. FEMA will consider all views provided by the public regarding a proposed Undertaking, and will consider all written requests of individuals and organizations to participate as consulting parties, and in consultation with the SHPO, IHSEMD, and ACHP, if participating, determine which should be consulting parties. FEMA will invite the local government with jurisdiction over the area of the proposed Undertaking, the applicant for FEMA assistance for the proposed Undertaking, and any individual or organization that will assume a specific role or responsibility outlined in a MOA or Secondary Agreement to participate as a consulting party.
- E. FEMA also may provide public notices and the opportunity for public comment or participation in an Undertaking through the public participation process of the National Environmental Policy Act (NEPA) and its implementing regulations set out at 44 CFR Part 10; as well as Executive Orders 11988 and 11990 relating to floodplains and wetlands as set out in 44 CFR Part 9, and Executive Order 12898 relating to Environmental Justice.
- F. At any time during the implementation of the measures stipulated in this Agreement should a member of the public raise an objection to any measure within the Agreement or its manner of implementation, FEMA will take the objection into account and consult as needed with the objecting party, the SHPO, IHSEMD, and the ACHP, if participating, to address the objection.

XI. DISPUTE RESOLUTION

Should any party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, FEMA will consult with the objecting party (or parties) to resolve the objection and notify all other parties that the disagreement has occurred. If FEMA determines that such objection(s) cannot be resolved, FEMA will:

- A. Forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR §800.2(b) (2). Upon receipt of adequate documentation, the ACHP will review and advise FEMA on the resolution of the objection within 30 days, or notify FEMA that it will comment pursuant to 36 CFR §800.7(c). Any comment provided by the ACHP, and all comments from the parties to the Agreement, will be taken into account by FEMA in reaching a final decision regarding the dispute;
- B. If the ACHP does not elect to comment pursuant to 36 CFR §800.7(c), and does not provide comments regarding the dispute within 30 days after receipt of adequate

documentation, FEMA may render a decision regarding the dispute. In reaching its decision, FEMA will take into account all comments regarding the dispute from the parties to the Agreement; and

- C. FEMA's responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subjects of the dispute remain unchanged. FEMA will notify all parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. FEMA's decision will be final.

XII. ANTICIPATORY ACTIONS

- A. FEMA will not grant assistance to any potential sub-grantee who, with intent to avoid the requirements of this Agreement or Section 106, has intentionally significantly adversely affected a historic property to which the assistance would relate, or having legal power to prevent it, allowed such significant adverse effect to occur. Under extraordinary circumstances, and after consulting with the ACHP, FEMA may determine that circumstances justify granting such assistance despite the adverse effect created or permitted by the sub-grantee, and will complete consultation for the Undertaking pursuant to Stipulation VII or other applicable stipulations of this Agreement, as appropriate.
- B. FEMA will specifically advise IHSEMD of this Anticipatory Actions Stipulation and will encourage IHSEMD to advise its sub-grantees in writing at their applicant's briefings that they may not initiate construction on projects for which they are seeking Federal funding prior to compliance with this Agreement. IHSEMD will also advise its sub-grantees that they may jeopardize Federal funding if construction is initiated prior to compliance with this Agreement.

XIII. DURATION, AMENDMENTS, AND TERMINATION

- A. This Agreement will remain in effect from the date of execution for a period not to exceed five (5) years or until FEMA, in consultation with all other signatories, determines that the terms of this Agreement should be terminated pursuant to either Stipulation XIII.C. or Stipulation XIII.D. below. Upon such determination, FEMA will provide all other signatories with written notice of the determination and termination.
- B. If any signatory to the Agreement determines that the Agreement cannot be fulfilled, or that an amendment to the terms of this Agreement must be made, the signatories will consult to seek amendment of the Agreement. The process of amending this Agreement will be the same as that exercised in creating the originating Agreement.
- C. FEMA, SHPO, ACHP or IHSEMD may terminate this Agreement by providing 30 days written notice to the other parties, provided that the parties will consult during this period to seek amendments or other actions that would prevent termination. Termination of this Agreement will require compliance with 36 CFR Part 800 for all individual FEMA Undertakings in FEMA's Programs.

- D. This Agreement may be terminated by the implementation of a subsequent Agreement that explicitly terminates or supersedes this Agreement, or by FEMA's implementation of Alternate Procedures, pursuant to 36 CFR §800.14(a), or by supplanting regulations.

XIV. IMPLEMENTATION OF THIS PROGRAMMATIC AGREEMENT

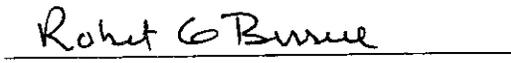
- A. Once this Agreement is executed, FEMA will ensure that each party is provided with a complete copy. This Agreement will become effective on the date that FEMA, SHPO, ACHP and IHSEMD attach their signatures.
- B. Execution of this Agreement and implementation of its terms evidence that FEMA has taken into account the effects of all referenced Programs on historic properties and has afforded the ACHP a reasonable opportunity to comment.

SIGNATORY PARTIES

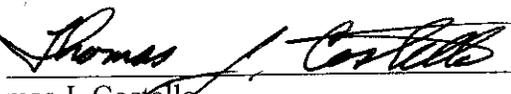
FEDERAL EMERGENCY MANAGEMENT AGENCY

By: 
Art Freeman
Acting Regional Administrator, Region VII

Date: 1/22/09

By: 
Robert G. Bissell
Mitigation Division Director, Region VII

Date: 11/22/09

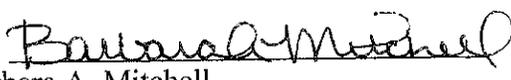
By: 
Thomas J. Costello
Disaster Assistance Division Director, Region VII

Date: 7/2/09

By: 
Kenneth G. Sessa,
Regional Environmental Officer, Region VII

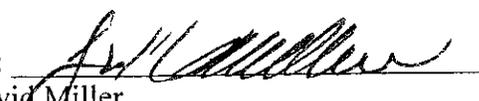
Date: 1/22/2009

**IOWA DEPARTMENT of CULTURAL AFFAIRS
STATE HISTORIC PRESERVATION OFFICE**

By: 
Barbara A. Mitchell,
Deputy State Historic Preservation Officer

Date: 1/29/2009

IOWA HOMELAND SECURITY and EMERGENCY MANAGEMENT DIVISION

By: 
David Miller,
Director

Date: 2/5/09

ADVISORY COUNCIL on HISTORIC PRESERVATION

By: John M. Fowler
John M. Fowler,
Executive Director

Date: 10/16/09

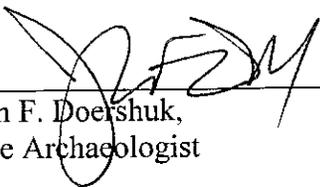
CONCURRING PARTIES

THE SAC and FOX of the MISSISSIPPI in IOWA

By: _____
Adrian Pushetonequa,
Tribal Chairman

Date: _____

UNIVERSITY of IOWA OFFICE of the STATE ARCHAEOLOGIST

By:  _____
John F. Doershuk,
State Archaeologist

Date: 1/30/2009

APPENDIX A: Programmatic Allowances

This list of Allowances enumerates program activities that will have limited or no effect on historic properties if implemented as specified in this Appendix. Projects falling under one or more of these allowances will be reviewed by qualified FEMA staff, but do not require case-by-case review by the SHPO and ACHP pursuant to Stipulations II-VI. However, the SHPO and ACHP may be consulted in cases where the applicability is uncertain to the reviewer. This list may be revised without amending this Agreement, by letter from FEMA, with concurrence by the SHPO and ACHP.

Program activities that affect historic properties will be designed to consider ways to repair rather than replace damaged historic features whenever feasible unless the severity of deterioration or destruction requires replacement of a distinctive feature. When referenced in an Allowance, "in kind," when historic properties are present, shall mean that it is the same material and the result will match all physical and visual aspects, including form, color, and workmanship. "In kind" mortar will also match the strength, content, color and joint tooling of historic mortar.

- I. **GROUND DISTURBING ACTIVITIES AND SITE WORK**, provided the excavation will not disturb known archaeological sites or features or notably disturb more soil than previously disturbed by the original construction or installation. For projects where the extent of past disturbance or the APE required for construction is unclear, a site inspection will be conducted by FEMA.
 - A. Ground disturbing activities related to the repair, replacement or hardening of any footings, foundations, retaining walls, other slope stabilization systems (i.e., gabion baskets, lag and pile walls, etc.), and utilities (including sewer, water, storm drains, electrical, gas, communication, leach lines, and septic tanks). This Allowance refers to archaeological review. The Allowance also applies to historic review of such features that are listed in or eligible for the National Register, only if the work is in kind.
 - B. Repairs to slope failures that do not require notable grading of undisturbed soils where staging areas are in improved existing rights of way.
 - C. Repair, replacement or upgrade of culvert systems within rivers, streams or drainage ways, including any modest increase in capacity, *provided that they substantially conform to the preexisting function, footprint, depth or profile, and/or that related excavation will not disturb any previously undisturbed area.* Unless repairs are in kind, this allowance excludes such facilities that have achieved historic significance or contribute to a historic district such as *dams, stone or masonry culverts and arches, wingwalls and headwalls beneath roadways that are more than 50 years old and are of distinctive design or materials.* For large culverts, this Allowance precludes the use of a temporary bridge or culvert, or related approach work.

- D. Repair, replacement or hardening of utilities under existing improved roads/roadways or within other previously disturbed rights of way.
- E. In kind repair or replacement of driveways, parking lots and walkways, although consideration should first be given to repair rather than replacement of damaged historic materials whenever feasible.
- F. In kind repair or replacement of fencing and other freestanding exterior walls, although consideration should be first given to identifying ways to repair rather than replace damaged historic fences whenever feasible.
- G. Substantially in kind repair or replacement of metal utilitarian structures (i.e. pump houses, etc.), including major exposed pipelines, except for those structures that have achieved historical significance. Modern materials may be used, provided their finish is compatible with the context of the site. *Structures such as bridges, water towers and antenna towers are not considered metal utilitarian structures for the purposes of this Allowance.*
- H. Installation of temporary structures for uses such as classrooms or offices. This Allowance does not apply to such structures in historic districts or in archaeologically sensitive areas as determined through consultation between FEMA and SHPO.
- I. Installation of scaffolding, temporary barriers (i.e., chain link fences, etc.), polyethylene sheeting or tarps, provided such work does not result in additional damage, significant loss of historic fabric, or irreversible alterations.
- J. In kind repair or replacement of non-historic landscaping and utilities, such as paving, planters, trellises, irrigation and lighting.
- K. In kind repair or minimal upgrade to codes and standards of existing piers, docks, boardwalks, boat ramps and dune crossovers, provided the footprint will substantially match the existing footprint.
- L. Debris collection from public rights of way, transport, and disposal in existing licensed solid waste facilities. This Allowance does not include establishment or expansion of previously unpermitted debris staging or disposal areas. However, it does apply to the use of temporary storage areas located in existing hard-topped areas with controlled drainage (such as parking lots), provided other issues do not exist.
- M. Sediment removal from man-made drainage facilities, including retention/detention basins, ponds, ditches, and drainage canals, to restore the facility to its pre-disaster condition, provided the sediment is used to repair eroded banks or is disposed at an existing licensed or permitted spoil site. This excludes these activities in any historic canals or canal structures.
- N. Dewatering flooded developed areas of an acre or less by pumping unless an archaeological sensitive area is identified.

- O. Direction boring of new/replacement service line and related appurtenances involving boring or silt trenches up to one (1) foot in width and connection of direction boring for utility line not greater than ten (10) square feet.

II. **HISTORIC BURIAL PLACES:** The Iowa State Laws (Code of Iowa, Chapters 263B, 523I, and 716.5) provide protection for unmarked human burials and human skeletal remains found anywhere within the State during ground disturbing activities regardless of the age of the burials or remains. The law requires all ground disturbing activities to cease when human remains are discovered until provisions of the law are met. FEMA applicants are responsible for compliance with the aforementioned Act. Furthermore, FEMA applicants or their agents are responsible for stabilization and re-internment of disaster disrupted human remains and/or caskets according to state codes and standards.

- A. The circumstances surrounding uprooted trees in sensitive cemetery areas will be jointly assessed by the responsible grant applicant and FEMA historic preservation staff. Where feasible, it shall be recommended that the root balls of the uprooted trees be placed back into the original depressions. If such actions promote further ground disturbance, it will be recommended that trees be removed by hand with special precautionary measures taken to ensure that heavy equipment and staging areas do not disturb sensitive or at risk landscapes.
- B. In kind repair of historic gravestones, monuments, fences, and other historic cemetery components. Where appropriate, applicants will be required to consult and retain experienced conservators capable of producing work compatible with historic craftsmanship and meeting the Secretary of Interior Standards.

III. **WOODY DEBRIS REMOVAL** from historic properties either listed or eligible for listing on the National Register of Historic Places (other than cemeteries) shall be allowed with no further SHPO review when work is consistent with the following:

- A. Debris removal on sensitive or at-risk landscapes shall be done by hand, with trees being cut into smaller segments and carried away.
- B. No heavy machinery will be allowed on sensitive or at-risk landscapes.
- C. Debris containment vehicles and staging areas shall only be located on service roads, parking lots, or non-sensitive landscapes.
- D. Where feasible and prudent, root balls should be cut off at the base and their roots trimmed so that they may be placed back in their depressions to avoid further ground disturbance.
- E. Root ball voids shall be filled with suitable fill.

IV. BUILDINGS that are more than 50 years old (or less than 50 years old if of exceptional significance) and are listed on or potentially eligible for listing on the National Register of Historic Places, when all work is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 800) and when consideration has been given to identifying ways to repair rather than replace damaged historic features whenever feasible unless the severity of deterioration or destruction requires replacement of a distinctive feature.

A. Interior Floors, Walls, Stairs and Ceilings

1. In kind repairing, replacing, retaining, preserving, protecting, or maintaining of materials or features.
2. In kind repair of interior floors, walls and ceilings. This Allowance also applies to the repair of interior finishes, including plaster and wallboard, provided the repair is restricted to the damaged area and does not affect adjacent materials. The Allowance does not apply to historic architectural finishes such as decorative plaster trim, or plaster substrates for decorative materials such as murals, gold leaf, etc.
3. Repair or replacement of suspended or glued ceiling tiles.
4. Installation of grab bars and other such minor interior modifications for handicapped accessibility, when significant interior features (such as trim or architectural details) are not altered.
5. Non-destructive or concealed testing for hazardous materials (lead paint, asbestos, etc.) or damage assessment.

B. Utilities and Mechanicals

1. Minor interior mechanical (HVAC), electrical, or plumbing work, limited to upgrading, elevation, or in kind replacement, with the exception of historic fixtures, which must be repaired in kind for this Allowance to apply. This Allowance does not apply to exposed new ductwork.
2. Replacement of interior fire detection, fire suppression, or security alarm systems. This Allowance does not apply to exposed wiring such as surface mounted wiring, conduits, piping, or to the installation of new systems where they will affect significant interior features.

C. Windows and Doors

1. In kind repair or replacement of windows and doors damaged by the disaster, where profiles, elevations, details and materials match those of the original windows and doors.

2. Replacement of windowpanes in kind, provided the result does not alter the existing window material and form. Also, historic windows or glazing may be treated with clear window films. This Allowance does not apply to the replacement of existing archaic, architectural or decorative glass.
3. In kind repair of historic door and window hardware, when possible.

D. Exterior Walls, Cornices, Porches and Foundations

1. Repainting of surfaces, provided that destructive surface preparation treatments are not used, such as water blasting, sandblasting, power sanding and chemical cleaning; surface treatments must comply with the treatment approaches outlined in *Preservation Brief #6: Dangers of Abrasive Cleaning to Historic Buildings* (National Park Service: 1979).
2. In kind repair or partial replacement of porches, cornices, exterior siding, doors, balustrades, stairs, or trim, as long as the replacement pieces matches the original in detail and material.
3. Substantial in kind repair or in kind replacement of signs or awnings.
4. Temporary stabilization bracing or shoring, provided such work does not result in additional damage, significant loss of historic fabric, or irreversible alterations, and does not affect known archaeological sites or features.
5. Anchoring of walls to floor systems, provided the anchors are embedded and concealed from exterior view and disturbed historic fabric is restored in kind.
6. In kind repair or reconstruction of concrete/masonry walls, parapets, chimneys, or cornices, including comparable brick, and mortar that matches the color, strength, content, rake, and joint width, where occurring.
7. Bracing and reinforcing of chimneys and fireplaces, provided the bracing and reinforcing are either concealed from exterior view or removable in the future.
8. Strengthening of foundations and the addition of foundation bolts, provided that visible new work is in kind, including mortar that matches the color, content, strength and rake, where occurring.

E. Roofing

1. In kind repair, replacement, or strengthening of roofing, gutters, or downspouts. Consideration should be first given to identifying ways to repair rather than replace damaged historic materials whenever feasible. Also, cement asbestos shingles may be replaced with asphalt-based shingles, and untreated wood shingles may be replaced with fire resistant wood shingles.

F. Weatherproofing and Insulation

1. Caulking and weather-stripping to complement the color of adjacent surfaces.
2. In kind replacement of insulation systems, provided that interior plaster, woodwork, or exterior siding is not altered. This Allowance does not apply to urea formaldehyde foam insulation or any other thermal insulation containing water, when installed within wall cavities. Also, the Allowance does not apply to insulation systems that do not include an adequate vapor retardant, or to work in enclosed spaces that are not vented.

V. **ROADS AND ROADWAYS**, provided that excavation or site work will not notably disturb more soil than previously disturbed by the original construction. Historic road corridor segments and contributing road design elements listed in the Iowa Historic Roadways will require consultation pursuant to Stipulation VI and other applicable provisions of the Agreement.

- A. Repair of roads to pre-disaster geometric design standards and conditions using in kind materials, number and width of lanes, shoulders, medians, curvature, grades, clearances, and side slopes, provided that all work is conducted from within the existing roadway.
- B. Repair of road composition with in kind surface materials to maintain pre-disaster size, traffic capacity, and load classifications of motor vehicles, including the reshaping and compacting of road bed soil and the repair of asphaltic or Portland cement concrete pavements. This Allowance may apply to the repair of historic material if in kind.
- C. Repair, replacement, upgrade or installation of culverts beneath roads or within drainage ditches, including any modest increase in capacity for mitigation purposes or to meet current codes and standards, provided that they substantially conform to the preexisting function, footprint, depth or profile, and/or that related excavation will not disturb any previously undisturbed area.
- D. Repair of traffic control devices such as traffic signs and signals, delineators, pavement markings and traffic surveillance systems.
- E. In kind repair of road lighting systems, such as period lighting.
- F. In kind repair of road appurtenances such as curbs, berms, fences and sidewalks that are not brick or stone, unless they have been identified as historic elements to a historic property.
- G. In kind repair of roadway safety elements such as barriers, guardrails, and impact-attenuation devices. In the case of guardrails, the addition of safety end treatments is allowed.
- H. Reestablishment and/or upgrading of existing ditches to original width.

VI. BRIDGES

- A. In-kind repairs of abutments, including filling scoured areas, where no excavation or new construction is proposed.
- B. Repair or replacement of non-historic bridges, where repair work, including staging areas do not exceed the existing road right of way.
- C. In-kind repairs of historic bridges where all work is consistent with the Secretary of Interior Standards for the Treatment of Historic Properties, and when consideration has been given to identifying ways to repair, rather than replace damaged historic features whenever feasible, unless the severity of deterioration or destruction requires replacement of a distinctive character-defining features or elements of the structure.

VII. BREAKWATERS AND SPILLWAYS

- A. In-kind repairs of historic breakwaters and spillways that are listed, or are eligible for listing on the National Register, where character-defining features or elements of the structure are not altered or changed and are consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

VIII. UTILITIES

- A. In residential or urban settings, replacement or relocation of existing utility poles between the edge of a sidewalk and road.
- B. In rural settings, replacement of poles located along road shoulders.

IX. AIRPORTS, provided that excavation or site work will not disturb more soil than previously disturbed by the original construction.

- A. Repair of existing runways.
- B. In-kind repair of safety components, including beacons, on airport property, as long as no new access is required.
- C. In-kind replacement or repair of existing beacons not on airport property, as long as no new access is required.

X. RAILROADS (Provided that excavation or site work will not disturb more soil than previously disturbed by the original construction.)

- A. In-kind repair or replacement of railroad safety components.
- B. Repair of railroad crossings, within the area of prior disturbance.

- C. In-kind replacement of existing bolt-connected railroad tracks and wood ties.

XI. ACQUISITIONS AND ELEVATIONS

- A. Funding the administrative action of acquiring properties in buyout projects, including the real estate transaction and excluding demolition, *provided that the SHPO was notified of the pending action and their comments were solicited by IHSEMD during the selection process.*
- B. Acquisition and demolition, or elevation of structures that are less than 50 years old, are not located in National Register listed or eligible historic districts and that have not achieved exceptional historical significance independent of their age, and where demolition or elevation activities will be limited to immediately adjacent to the structure's foundation.
- C. Architectural Salvage
 - 1. FEMA and IHSEMD, in coordination with the SHPO, shall determine the feasibility of soliciting and managing a contract for deconstruction and salvage of selective architectural elements and other materials from buildings determined by FEMA and SHPO to have retained enough historic integrity in order to be listed in or eligible for listing in the National Register of Historic Places, prior to such buildings being demolished.
 - 2. Where appropriate FEMA will implement a deconstruction and salvage plan that shall ensure that the activities not occur at or below grade in order to avoid affecting unevaluated archeological resources. Other consulting parties to this Agreement may choose to assist in overseeing salvage and deconstruction activities.

XII. FEES AND SERVICES

- A. Miscellaneous labor costs.
- B. Rental or purchase of vehicles or other motorized equipment.
- C. Builders' fees.
- D. Fees for architectural, engineering or other design services provided the services will not result in an adverse effect on a property listed in or eligible for the National Register of Historic Places.
- E. Reimbursement of a sub-grantee's insurance deductible, not to exceed \$1,000.

XIII. VECTOR CONTROL

A. Application of pesticides to reduce adverse public health effects, including aerial and truck mounted spraying.