

PROGRAMMATIC AGREEMENT  
AMONG  
THE NATIONAL PARK SERVICE,

AND  
ALABAMA STATE HISTORIC PRESERVATION OFFICE,  
FLORIDA STATE HISTORIC PRESERVATION OFFICE,  
GEORGIA STATE HISTORIC PRESERVATION OFFICE,  
NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICE,  
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE,  
VIRGINIA STATE HISTORIC PRESERVATION OFFICE,

AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

REGARDING THE EMERGENCY SUPPLEMENTAL APPROPRIATION TO THE  
HISTORIC PRESERVATION FUND FOR DISASTER RELIEF  
TO HISTORIC PROPERTIES  
DAMAGED BY  
HURRICANES FLORENCE AND MICHAEL, AND SUPER TYPHOON YUTU

**WHEREAS**, the Secretary of the Interior operating through the Director of the National Park Service (NPS) is responsible for the programs of the National Historic Preservation Act (54 U.S.C. 300101 et seq.). The NPS administers the Historic Preservation Fund (HPF) which was created to fund the programs identified and created by Section 108 of the National Historic Preservation Act (NHPA) (54 U.S.C. Chapter 3031) including grants to State and Tribal Historic Preservation Offices to assist in efforts to protect and preserve their historic properties; and,

**WHEREAS**, the NPS has obligated funds appropriated from the HPF, pursuant to Public Law (P.L.) 116-20, making Emergency Supplemental Appropriations available for recovery activities in areas of the States of Alabama, Florida, Georgia, North Carolina, South Carolina, Virginia, and the Commonwealth of the Northern Mariana Islands; and,

**WHEREAS**, the NPS State, Tribal, Local, Plans & Grants Division, as professionals qualified under the Secretary of the Interior's Historic Preservation Professional Qualification Standards (36 CFR 61), manage the Emergency Supplemental HPF (ESHPPF) appropriation; and,

**WHEREAS**, \$47.8 million of the ESHPPF appropriation is to be apportioned by formula to the named State Historic Preservation Offices (SHPO) (referred to as Grantees in this Agreement) to allow funds to be used for historic preservation projects providing relief to damages in areas that have received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) as a result of Hurricanes Florence and Michael, and Super Typhoon Yutu which occurred in September and October of 2018. Declared disaster areas are identified in Appendix B; and,

**WHEREAS**, ESHPPF Grants to Grantees have been awarded based on the meritorious application and the availability of funds. The dollar amounts of this award are between \$1,000,000 and \$20,000,000. The actual amounts to the SHPO are based on need with the application supporting the justification for the sum requested. The normal non-federal matching requirement was waived in

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu

the public law, however non-federal cost share was considered as a competitive factor in the award process; and,

**WHEREAS**, eligible activities include reimbursement of costs necessary to complete compliance activities required by Section 306108 of Title 54, (Section 106) and its implementing regulations, “Protection of Historic Properties” (36 CFR 800); and costs needed to administer the grant program; and,

**WHEREAS**, the ESHPF Grants can be used to fund undertakings (as defined by 36 CFR 800.16(y)) that have the potential to affect historic properties and thus require compliance with Section 106; and,

**WHEREAS**, Grant funds are intended for costs needed to administer the grant program; costs for the preservation, stabilization, rehabilitation, and repair of historic properties that are listed in, or considered eligible for listing in, the National Register of Historic Places (historic properties) damaged by the above-named storms within such areas; costs for preparing, executing, monitoring, or revising covenants for historic properties; costs for developing planning studies, condition assessments, and specifications for repair and stabilization of cultural resources; and costs for survey and inventory of historic properties to determine eligibility, degree of damage, and provide preparedness for future disasters. These grants are intended to support preservation of historic properties; and,

**WHEREAS**, the NPS has consulted with the Advisory Council on Historic Preservation (ACHP), and the SHPOs, as the Grantees, for the States of Alabama, Florida, Georgia, North Carolina, South Carolina, Virginia, and the Commonwealth of the Northern Mariana Islands pursuant to 36 CFR 800.14(b) to find an alternative method to meet its obligation under Section 106 of the NHPA; and,

**WHEREAS**, the effects to historic properties cannot be fully determined prior to the release of ESHPF funds, and therefore a Programmatic Agreement (Agreement) as allowed under 36 CFR 800.14(b)(1) is appropriate to govern the implementation of the ESHPF program for the purposes of Section 106. The emergency nature of ESHPF Grants limits the NPS’s ability to follow the typical 4-Step Section 106 process and this Agreement is intended to aid in streamlining the response; and,

**WHEREAS**, the NPS has concluded that given the scope of the damage and impacts resulting from Hurricanes Florence and Michael, and Super Typhoon Yutu, the ESHPF Grants, while intended for historic preservation activities that adhere to The Secretary of the Interior’s Standards for the Treatment of Historic Properties (the Standards), may have adverse effects on historic properties; and,

**WHEREAS**, the majority of actions performed by the Grantees or their subgrantees have limited potential to have adverse effects upon historic properties beyond actions relating to archeology and data recovery, or projects that relate to bricks and mortar repair, or those projects that lead to inadvertent discoveries (See Stipulation VI(B)); and,

**WHEREAS**, pursuant to the consultation conducted under 36 CFR 800.14(b)(3) and considering comments received, the signatories have developed this Agreement to establish an efficient and effective alternative for the Section 106 review process for historic properties in the States of Alabama, Florida, Georgia, North Carolina, South Carolina, and Virginia including allowing subgrantees and contractors chosen by the Grantees to participate in the implementation of the

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu

terms of this Agreement, and for affording the ACHP a reasonable opportunity to comment on undertakings covered by this Agreement. The Commonwealth of the Northern Mariana Islands has not met the requirements of 36 CFR 800.2 and has decided not to be party to this Agreement; and,

**WHEREAS**, the NPS, under the terms of this Agreement and in accordance with 36 CFR 800.2(c)(4), authorizes the Grantees to allow subgrantees and contractors working on ESHPF undertakings to initiate the Section 106 review process, but the NPS remains legally responsible for all findings and determinations related to the ESHPF Program; and,

**WHEREAS**, the Poarch Band of Creek Indians were eligible for ESHPF funding for recovery activities as they reside within a Presidential disaster declaration area. The Tribe was invited to apply but did not do so; and,

**WHEREAS**, other Federally Recognized Indian Tribes (Tribes) in the affected areas of Hurricanes Florence and Michael, and Super Typhoon Yutu may apply to the relevant Grantee for ESHPF funding; and,

**WHEREAS**, the NPS has notified Indian Tribes within the declared disaster areas of Hurricanes Florence, Michael and Super Typhoon Yutu and Tribes located outside of these locations that have ancestral or cultural ties to the declared areas as per 54 U.S.C. 302706(b) to consult in the development of this Agreement. These THPOs and Tribes were invited to participate in the consultation for this Agreement (October 27, 2020) due to their status as consulting parties by right (36 CFR 800.2(c)(2)) (see Appendix F). The Pamunkey Indian Tribe and the Choctaw Nation of Oklahoma indicated interest in reviewing the Agreement; and,

**WHEREAS**, the NPS acknowledges that Indian Tribes possess special expertise in assessing the National Register eligibility of properties with tribal religious and cultural significance. NPS remains responsible for government-to-government consultation with Indian Tribes and the review of any undertakings funded on tribal lands; and,

**WHEREAS**, the NPS, in coordination with the Grantees, has taken appropriate measures to notify local government agencies including Certified Local Governments (CLG) in the affected areas of the availability of this funding, and to involve them, as appropriate, during the development of this Agreement. CLGs were invited to participate in the consultation for this Agreement (November 17, 2020) due to their status as consulting parties by right (36 CFR 800.2(c)(3)) (see Appendix F); and,

**WHEREAS**, a number of federal agencies as well as national and statewide government agencies and organizations that reside and function in the affected areas served by this grant program have been invited to consult in the crafting of this Agreement (November 17, 2020). Grantees are required to do a public press release regarding the funding available and were instrumental in suggesting interested preservation partners while formulating this Agreement and in forwarding information to those in their specific states throughout 2020. Consulting parties who have indicated interest in the affected areas include the following: American Institute of Architects, Colquitt Historic Preservation Commission, Mathews County Historical Society, Mobile County CLG, National Association of Tribal Historic Preservation Officers, National Main Street Center, Inc., NPS National Historic Landmarks Southeast Regional Office, Sparta-Hancock County CLG, US Department of Housing and Urban Development, Wilmington Historic Preservation Commission, National Conference of State Historic Preservation Officers, and the National Trust

for Historic Preservation. NPS has invited these consulting parties to sign this Agreement as concurring parties (see Appendix F); and,

**WHEREAS**, the NPS shall take appropriate measures (e.g. PEPC (Planning, Environment, and Public Comment) website, NPS e-newsletter, and NPS website) to notify the public of the existence of this Agreement as per 36 CFR 800.2(d). NPS utilized PEPC, a publicly accessible website, to display the information and take comments on this Agreement;

**NOW, THEREFORE**, the NPS, the Grantees, and the ACHP agree that the ESHPF Grants shall be implemented in accordance with the following stipulations in order to take into account the effects of undertakings on historic properties.

## STIPULATIONS

The NPS, in coordination with the Grantees, shall ensure that the following measures are carried out:

### I. Applicability

- A. This Agreement sets forth the process by which the NPS will meet its responsibilities pursuant to Section 106 for ESHPF Grants to Grantees. The purpose of this Agreement is to promote the efficiency of the Section 106 review for projects funded by NPS that have little to no potential to cause adverse effects to historic properties, or that otherwise do not warrant case-by-case consultation with the Grantee or any other consulting party as required by 54 U.S.C. 306108.
- B. This Agreement does not apply to projects located on tribal lands.

### II. Projects Exempted from Review by NPS

- A. Project types identified in Appendix C are those that would not typically result in any effect to historic properties regardless of setting or surrounding. The Grantee's Review and Compliance staff will determine if an exemption applies and notify the NPS STLPG (see Stipulation V(A)).
- B. For any project of a type listed in Appendix C, the NPS may approve funding the Grantee without further Section 106 consultation.
- C. The NPS may revise Appendix C of this Agreement without formally amending the Agreement, provided it consults with the signatories regarding any proposed revision, and obtains the written concurrence of the Grantees and provides a copy of the revised Appendix C to all signatories. Grantees will have thirty (30) calendar days to review such requests to revise Appendix C.
- D. As per 36 CFR 800.12, the ESHPF program allows funding for preagreement costs to carry out emergency stabilization and repairs to historic properties. Reimbursement for these emergency actions is considered an exemption.
- E. Any dispute over the Grantee's exemption determination will be resolved as per Stipulation VI(A).

### **III. Delegation of Responsibilities by the NPS to ESHPF Grantees**

- A. Pursuant to 36 CFR 800.2(c)(4), the NPS authorizes its ESHPF Grantees aspects of the routine Section 106 coordination and consultation for all Program projects not listed as exempt in Appendix C as per 36 CFR 800.2. Grantees may independently perform the work and consultation described in 36 CFR 800.3 through 800.6 on behalf of NPS except as provided in Stipulation III(C) below. NPS remains legally responsible for all findings and determinations.
  - 1. ESHPF Grantees must meet 36 CFR 800.2 to be party to this Agreement.
- B. The Grantee may transfer portions of the Section 106 coordination to subgrantees to this program at their discretion. The Grantee, in their oversight of subgrantees, will notify NPS of potential adverse effects to begin resolution of those adverse effects.
- C. NPS is responsible for the following actions, which may not be delegated to Grantees or subgrantees:
  - 1. NPS will initiate consultation with Tribes in accordance with federal requirements for government-to-government consultation;
  - 2. In the event of a dispute that cannot be resolved within 90 calendar days, regardless of the nature (designation of Area of Potential Effect, suitability of consulting parties, phased identification, eligibility, and effects determinations), the NPS shall be involved in the resolution in accordance with Stipulation VI(A) of this Agreement;
  - 3. Consultation regarding the resolution of adverse effects with projects where the Grantee has determined they are unavoidable;
  - 4. Resolution of adverse effects through a Memorandum of Agreement or Programmatic Agreement document.

### **IV. Tribal Consultation**

NPS shall remain responsible for identifying and establishing consultation with Tribes pursuant to 36 CFR 800.2(c)(2) and 36 CFR 800.3 (c)-(f). The NPS shall ensure that consultation with Tribes is initiated early in the project planning to identify cultural, confidentiality, and other concerns and to allow adequate time for consideration of such concerns in the planning process. As the Grantees consider projects for funding, NPS will notify Tribes of non-exempt activities via letter and continue to coordinate responses as appropriate.

### **V. Review of Projects by NPS and ESHPF Grantees**

- A. As funds are released to Grantees to begin the ESHPF Grants, due to the nature of the disaster work, all projects will be uploaded into HPF Online by the Grantee and Section 106 review will proceed as described below and illustrated in the Flow Chart (Appendix D).
  - 1. The Grantee will initiate Section 106 review to determine if a project qualifies for an exemption per Appendix C. An exemption is to be determined by a

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professional qualified under the Secretary of the Interior's Historic Preservation Professional Qualification Standards (36 CFR 61). If the Grantee determines an exemption applies, funds will be released for individual subgrant projects with the following conditions:

- a) The Grantee notifies NPS via HPF online;
- b) The Grantee posts exempted projects on a public website to consider views for thirty (30) calendar days and notifies NPS of any dispute in accordance with Stipulation VI(A);
- c) The Grantee keeps a record of the projects that qualified for exemption as per Appendix C.

B. For those projects determined not exempt from review by the Grantee's Review and Compliance staff under the terms of Stipulation II and Appendix C, the project will proceed as described below:

1. Grantees shall complete the requirements of 36 CFR 800.3 and 800.4 on behalf of NPS to initiate consultation and complete the identification and evaluation of historic properties and assessment of effects.
  - a) Consultation includes those identified in the Whereas Clauses above and Appendix F, as appropriate.
2. If the Grantee determines that the chosen project activity could result in "no historic properties affected" or "no adverse effect," and submits it to the Review and Compliance staff at the Grantee's office for concurrence, the Grantee must notify the NPS after thirty (30) calendar days via HPF Online of any concerns from consulting parties, or conditions on approval by Review and Compliance Staff (i.e. "no adverse effect with conditions").
  - a) Upon notification into HPF Online, NPS will initiate government-to-government consultation with THPOs and Tribes, as per Appendix E.
    - (1) If there are no objections from Tribes within the 30-calendar day period, the project may proceed upon notification from the NPS in HPF Online.
  - b) Any written objections from the Review and Compliance department of the Grantee, the Tribes, or other consulting party during the 30-calendar day review period will require consultation with NPS to resolve.
    - (1) If NPS decides the objection will not change the effect determination, and wishes to support the original "no historic properties affected," "no adverse effect," or "no adverse effect with conditions" finding, NPS will request an advisory opinion from ACHP in accordance with 36 CFR 800.4(d)(1)(iv) or 36 CFR 800.5(3).

- (2) If NPS agrees that the objection has merit, NPS and the Grantee shall attempt to rescope or reprogram the funding. New project information will require that the process for review proceed as per Stipulation V.
  3. If the Grantee determines that the chosen project activity will result in an “adverse effect” and that the effect is unavoidable, after consultation with the Review and Compliance staff at the Grantee’s office, Tribes and/or other consulting parties, the Grantee must notify NPS within thirty (30) calendar days. The NPS will notify the ACHP of the adverse effect finding and ACHP will respond in 15 calendar days if it will participate in the consultation. NPS, the Grantee, Tribes, the consulting parties, and ACHP, if applicable, will proceed with the development of a Memorandum of Agreement (MOA) to resolve the adverse effects, as set forth in the initial notice. The NPS will file a final copy of the MOA with the ACHP. The Grantee will keep a record of the MOA and will upload documentation into HPF Online.
    - a) If the Grantee determines that the adverse effect is unavoidable, and there is a dispute between Review and Compliance staff at the Grantee’s office, consulting parties, or Tribes, the Grantee must notify NPS within thirty (30) calendar days. In these instances, NPS will be responsible for making the ultimate finding of effect, coordinating the consultation, and, if NPS upholds the adverse effect finding, the process noted above in Stipulation V(B)(3) will be followed.
- C. **National Historic Landmarks:** Pursuant to NHPA Section 110(f), NPS shall, to the maximum extent practicable, minimize harm to any National Historic Landmark (NHL) and will seek the comments of the appropriate NPS Regional Office (Appendix H) when a project involves work to an NHL property. Projects involving NHL properties are not exempt activities (Appendix C). Notification of adverse effects to NHLs will occur as per 36 CFR 800.10(b).

## VI. Administrative Provisions

- A. **Dispute Resolution:** Should any signatory to this Agreement or a consulting party, including a Tribe, object in writing to the NPS regarding any action carried out or proposed with respect to the implementation of the Agreement, then the NPS shall consult with the objecting party to resolve the objection in accordance with the requirements of 36 CFR 800.4 - 800.6. If after such consultation, the NPS determines that the objection cannot be resolved through consultation, NPS shall forward all documentation relevant to the objection to the ACHP, including the NPS's proposed response to the objection.

The ACHP shall provide the NPS with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the NPS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories, and consulting parties, and provide them with a copy of this written response. The NPS will then proceed according to its final decision.

NPS's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

If a member of the public objects to the manner in which the terms of this PA are being implemented, they may submit its objection to NPS in writing. NPS will notify the other Signatories of the objection in writing and take the objection into consideration. NPS will consult with the objecting party, and if NPS determines it is appropriate, the other Signatories for not more than thirty (30) calendar days. Within fifteen (15) calendar days after closure of this consultation period, NPS will provide the Signatories and the objecting party with its final decision in writing.

**B. Unanticipated Discoveries:**

1. In the event that the Grantee, or the Grantee's agent (subgrantee or contractor) discovers a previously unidentified historic property or creates through the ESHPF funding an unanticipated effect on historic properties (including archeological sites, sites of religious and cultural significance to a Tribe, and traditional cultural properties), the Grantee, subgrantee or contractor shall stop work associated with the post-review discovery, which at a minimum, shall require the Grantee, subgrantee or contractor to immediately stop construction at the location in the vicinity of the affected historic property, and take reasonable measures to avoid and minimize harm to the historic property within 48 hours. All parties and Tribes, as appropriate, will determine a suitable course of action within 15 calendar days, as outlined in the signed grant agreement (Appendix A) between NPS and the Grantee. These actions include:
  - a) Inspecting the work site to determine the extent of the discovery and ensure construction activities are halted;
  - b) Clearly marking the area of the discovery;
  - c) Implementing measures to avoid vandalism or looting; and
  - d) Notifying NPS, as applicable, and other consulting parties of the discovery. NPS will notify affected Tribes.
2. If human remains are encountered during project construction, the Grantee, subgrantee or contractor will comply with applicable Federal, state and/or local laws or policy.
3. NPS will coordinate with the Grantee to comply with 36 CFR 800.13.

- C. Curation:** Within thirty (30) calendar days of the NPS approval of the Final Report as stipulated in the grant agreement when all work is completed, the Grantee or their subgrantee shall deposit all archeological materials and appropriate field and research notes, maps, drawings, and photographic records collected as a result of archeological investigations arising from this PA (with the exception of human skeletal remains and associated funerary objects, which may be subject to the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. 2001-3013)) for permanent curation with a curation facility which meets the requirements of 36 CFR 79, "Curation of Federally Owned and

Administered Archeological Collections.” The relevant Grantee shall provide NPS with a copy of the curation agreement or, in the case of a state-owned curation facility, a copy of the accession file, as evidence of compliance with this stipulation. Grant funds may not be used for curation beyond the life of the grant.

Archeological collections and accompanying data and records resulting from grant assisted work must be made available for scholarly research by qualified professionals for use in research, interpretation, preservation, and resource management needs. As per 36 CFR 800.6(a)(5), some materials may be exempted from disclosure under Section 307103 of Title 54, (Section 304).

- D. **Amendments:** Signatories to this Agreement may request that it be amended. All Signatories shall consult to consider such amendment. The NPS will facilitate consultation, including notification to the Tribes and other consulting parties, within thirty (30) calendar days of the request. The amendment will be effective on the date a copy of the amendment is signed by all of the original Signatories. Any amendments shall be filed with the ACHP.
- E. **Withdrawal:** Grantees may withdraw from this Agreement upon providing notice to the NPS and ACHP. In the case of withdrawal from this Agreement by a Grantee, NPS and the Grantee shall comply with 36 CFR 800, subpart B, for undertakings that receive these NPS grant funds in that particular state, in lieu of this Agreement. NPS shall consult with the Grantee pursuant to 36 CFR 800, subpart B, in lieu of this PA. Withdrawal from this Agreement by a Grantee does not terminate the Agreement for the remaining Signatories and concurring parties. The NPS may work to develop an individual Agreement with that Grantee pursuant to 36 CFR 800.14(b), to address undertakings in the relevant state funded by ESHPF.
- F. **Duration:** This Agreement shall become effective upon its approval and execution by all the signatory parties and shall remain in effect until September 30, 2028. At any time in the six-month period prior to such date, any Signatory can request an extension or modification of the Agreement duration. Any extension will require an amendment in accordance with Stipulation VI(D).
- G. **Agency Coordination:** Should other federal agencies be involved in ESHPF Grant-funded activities, that federal agency may designate the NPS as the Lead Agency for the purposes of Section 106 reviews for these named storms. NPS, as lead, will coordinate the Section 106 review activities of all Federal agencies and Tribes that participate in undertakings funded by ESHPF. The federal agency may fulfill its Section 106 responsibilities by stating in writing that it concurs with the terms of this Agreement as it relates to the project(s) at issue, and notifying the Signatories that it intends to join this Agreement, and will adhere to the terms of this Agreement. Any necessary amendments will be considered in accordance with Stipulation VI(D) of this Agreement.
- H. **Pre-Agreement Activity:** Where ESHPF funding occurs prior to the effective date of this Agreement, work will proceed under the normal 4-step Section 106 process, as outlined in 36 CFR 800, with NPS acting as lead and Grantee supplying information to NPS for review via the Environmental Worksheet. Projects reviewed and commented upon by the Grantee prior to the NPS ESHPF Grant funding and done in accordance with 54 U.S.C. 302303, which describes the role of the Grantee, and completed Section 106 reviews as per 36 CFR 800, may proceed without additional review, provided the scope and location of work remains the

same. The Grantee may retain a copy of the previous correspondence regarding the undertaking in the ESHPF project file to prove compliance with NHPA.

- I. **Termination:** Signatories to this Agreement may terminate it by providing thirty (30) calendar days written notice to the other parties, provided that the Signatories shall consult during the period prior to termination to seek agreement on amendments, per Stipulation VI(D), or other actions that would avoid termination. If within thirty (30) calendar days (or another time period agreed to by all Signatories) the parties are unable to reach an amendment or other action to avoid termination, the party requesting termination shall notify the other Signatories in writing and the Agreement shall be terminated. In the event of termination, NPS shall (a) conduct individual project reviews pursuant to 36 CFR 800 or (b) develop and execute a new Agreement pursuant to 36 CFR 800.14(b) with each individual Grantee. NPS shall notify the Signatories as to the course of action it will pursue.
- J. **Reporting and Monitoring:**
  1. Grantees shall be required to retain information relating to the number of undertakings, the areas of potential effect, the identification and evaluation of historic properties, the list of projects exempted from Section 106 review as per Appendix C, and the assessment of effects for individual grant projects.
  2. Grantees are required to annually submit a grant management report on August 31<sup>st</sup> of each year. Such reports shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received.
- K. **Counterparts:**
  1. This Agreement may be executed in counterparts, each separately and together constituting one and the same agreement. Execution and delivery of this Agreement by facsimile or electronic mail shall be sufficient for all purposes and shall be binding on any party to this Agreement. The Agreement shall become effective on the date of the final signatory.

## VII. Execution

- A. Execution and implementation of this Agreement by the NPS, Grantees, and ACHP evidences that NPS has taken into account the effects of the ESHPF Grant program on historic properties and afforded the ACHP an opportunity to comment.

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu

SIGNATORIES:

NATIONAL PARK SERVICE

By: **JOY BEASLEY** Digitally signed by JOY BEASLEY  
Date: 2021.03.02 15:15:32 -05'00'

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Joy Beasley  
Associate Director, Cultural Resources, Partnerships, and Science

Date

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

SIGNATORIES:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:



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Reid J. Nelson

Date: 4/9/2021

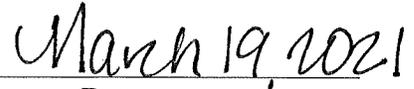
Executive Director, Acting

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

SIGNATORIES:

ALABAMA STATE HISTORIC PRESERVATION OFFICE

By:   
Lisa D. Jones  
State Historic Preservation Officer

  
Date

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

SIGNATORIES:

FLORIDA STATE HISTORIC PRESERVATION OFFICE

By:

  
Dr. Timothy Parsons  
State Historic Preservation Officer

3/26/2021  
Date

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

SIGNATORIES:

GEORGIA STATE HISTORIC PRESERVATION OFFICE

By: 

03/05/2021

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Dr. David Crass

Date

Deputy State Historic Preservation Officer

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

SIGNATORIES:

NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICE

By: **Ramona**  
**Bartos**

 Digitally signed by Ramona  
Bartos  
Date: 2021.03.09 11:43:14  
-05'00'

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Ramona Murphy Bartos

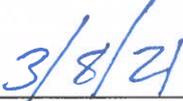
Date

Deputy State Historic Preservation Officer

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

SIGNATORIES:

SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE

By:    
\_\_\_\_\_

Dr. Eric Emerson

Date

State Historic Preservation Officer

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

SIGNATORIES:

VIRGINIA STATE HISTORIC PRESERVATION OFFICE

By: 

3/11/2021

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Julie Langan

Date

State Historic Preservation Officer

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

ATTACHMENTS:

APPENDIX A: Grant agreement (sample; individual signed agreements with grantees apply) for ESHPF for Hurricanes Florence and Michael, and Super Typhoon Yutu

APPENDIX B: List and Map of Counties and Locations for Assistance

APPENDIX C: Exempt Activities

APPENDIX D: Consultation Flow Chart

APPENDIX E: Tribal Communication Protocol

APPENDIX F: Consulting Parties Contact List

APPENDIX G: NPS Staff List and Contact Information

APPENDIX H: NPS Regional Offices Contact List

**APPENDIX A: Grant agreement (sample; individual signed agreements with grantees apply) for ESHPF for Hurricanes Florence and Michael, and Super Typhoon Yutu**

**Grant Agreement**

GRANT AGREEMENT NUMBER P20AP000XX  
Between  
THE UNITED STATES DEPARTMENT OF INTERIOR  
NATIONAL PARK SERVICE  
AND  
STATE HISTORIC PRESERVATION OFFICE  
DUNS No: XXXXXXXXXX

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CFDA: 15.957

Grant Program: Emergency Supplemental Historic Preservation Fund

Project Title: Florence, Yutu, and Michael Recovery

Amount of Federal Funds Obligated: \$XXX

Amount of Non-Federal Funding: \$XXX

Total Amount of Federal Award: \$XXX

Period of Performance: July 1, 2019 through September 30, 2023

This Grant Agreement is entered into by the U.S. Department of the Interior, National Park Service (NPS), and the State of X, State Historic Preservation Office (Recipient).

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## **ARTICLE I – LEGAL AUTHORITIES**

The NPS enters into this Agreement pursuant to:

- National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. sq.
- Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance.
- Additional Supplemental Appropriations for Disaster Relief Act of 2019, enacted as Public Law 116-20

## **ARTICLE II – PROJECT GOALS AND OBJECTIVES**

The objective of this Agreement is to provide Emergency Supplemental Historic Preservation Funds (HPF) to State and Tribal Historic Preservation Offices for necessary expenses related to the consequences of hurricanes Florence and Michael and typhoon Yutu provided that such funds are limited to areas that have received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.); including costs necessary to complete compliance activities required by 54 U.S.C. § 306108 (formerly known as Section 106 of the National Historic Preservation Act); costs needed to administer the program; and costs for the preservation, stabilization, rehabilitation, and repair of historic properties that are listed in, or considered eligible for listing in, the National Register of Historic Places damaged by the above-named storms within such as areas.

## **ARTICLE III – PUBLIC PURPOSE**

The Emergency Supplemental Historic Preservation Fund grant program enables eligible recipients, as stated in the Notice of Funding Opportunity, to enable recovery of historic resources damaged as a consequence of hurricanes Florence and Michael and typhoon Yutu and meet the goals of 54 U.S.C. 300101 et seq., commonly known as the National Historic Preservation Act.

## **ARTICLE IV – STATEMENT OF WORK**

- A. The Statement of Work to be performed in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- B. Work agreed upon by the State Historic Preservation Officer (SHPO) and the NPS as stated in the State's ESHPF application for Historic Preservation Fund grant assistance;
- C. Projects under the eligible program areas as defined by the National Historic Preservation Act include: Administration, Development, National Register, Planning, Survey and Inventory, Review and Compliance;
- D. Administration costs necessary to complete and administer the program;

- E. Necessary compliance activities required by 54 USC 306108 (commonly known as Section 106) of the National Historic Preservation Act related to the consequences of the disaster declaration;
- F. Recovery and repair of historic resources in areas that received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); and
  - 1. Eligible properties include historic districts, buildings, sites, structures and objects listed in or determined eligible for listing in the National Register of Historic Places by the State Historic Preservation Officer or in the Tribal Register by the Tribal Historic Preservation Officer,
  - 2. Properties determined eligible and not listed that receive funding must complete and submit a nomination to the National Register of Historic Places or to the Tribal Register as part of the project,
  - 3. All work must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, and
  - 4. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement;
- G. Survey and Inventory of historic resources to determine eligibility, degree of damage, and provide preparedness for future disasters.

## **ARTICLE V – RESPONSIBILITIES OF THE PARTIES**

- A. The Recipient agrees to:
  - 1. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned program areas as defined by the National Historic Preservation Act.
- B. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

## **ARTICLE VI – COST-SHARE REQUIREMENT**

No non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

## **ARTICLE VII – PRE-AWARD INCURRENCE OF COSTS**

The Recipient shall be entitled to costs incurred on or after the incident period start date. In accordance with 2 CFR 200.458, such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal Awarding agency. Pre-award costs are authorized for necessary expenses related to the consequences of hurricanes Florence and Michael and typhoon Yutu, as stipulated in Public Law 116-20, including costs necessary to complete compliance activities required by section 306108 of title 54, United States Code (formerly section 106 of the National Historic Preservation Act); costs needed to administer the program provided that grants shall only be available for areas that have received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.); and costs for the preservation, stabilization, rehabilitation, and repair of historic properties that are listed in or considered eligible for listing in the National Register of Historic Places damaged by the above-named storms within such as areas.

Incident period start dates as designated by the Federal Emergency Management Agency (FEMA) are as follows:

- A. Typhoon Yutu
  - 1. Commonwealth of the Northern Mariana Islands: October 24, 2018
  
- B. Hurricane Florence
  - 1. North Carolina: September 7, 2018
  - 2. South Carolina: September 8, 2018
  - 3. Virginia: September 8, 2018
  
- C. Hurricane Michael
  - 1. Alabama: October 10, 2018
  - 2. Florida: October 7, 2018
  - 3. Georgia: October 9, 2018
  - 4. North Carolina: October 10, 2018
  - 5. Virginia: October 9, 2018

## **ARTICLE VIII – APPROVED INDIRECT RATE**

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, of the National Historic Preservation Act (NHPA), shall not exceed 25% of the total budget (federal plus matching share).

The Recipient has chosen not to use a federally approved negotiated indirect cost rate.

## ARTICLE IX – TERM OF AGREEMENT

The Agreement will become effective upon the signature of the Awarding Official (Effective Date) and will expire on **September 30, 2023** (Expiration Date), unless terminated earlier per Article XVI. Allowable costs incurred during the period of performance may be charged to the grant. Funds will not be accessible via the payment system 90 days after the end date.

## ARTICLE X – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Awarding Officer (AO):  
Megan J. Brown, Chief  
State, Tribal, Local, Plans and Grants

Agreement Technical Representative (ATR):  
Grants Management Specialist  
State, Tribal, Local, Plans and Grants

Contact Info for AO and ATR:  
National Park Service  
1849 C Street NW, Stop 7360  
Washington, DC 20240  
202-354-2020  
[STLPG@nps.gov](mailto:STLPG@nps.gov)  
(note mail sent USPS will be irradiated)

2. **For the Recipient:**

State Historic Preservation Officer  
State of X  
Address  
Phone  
Fax  
Email

B. **Communications.** Recipient shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR.

- C. **Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

## ARTICLE XI – AWARD AND PAYMENT

- A. The NPS will provide funding to the Recipient in an amount not to exceed \$XXX for the Statement of Work described in Article IV and in accordance with the NPS approved budget. The approved budget detail is incorporated herein, Attachment A, Condition 1, Approved Project Budget. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury’s Automated Standard Application for Payments (ASAP) system.
  2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
  3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that the Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurement documents the Recipient may have with the Federal government.
  - D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
  - E. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
  - F. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient’s written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
  - G. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

- H. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

## ARTICLE XII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

## ARTICLE XIII – INSURANCE AND LIABILITY

- A. Insurance. The recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.
- B. Insured. The Federal Government shall be named as an additional insured under the recipient's insurance policy.
- C. Indemnification. The recipient hereby agrees to indemnify the Federal government, and the NPS from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for anyone claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, [Recipient Name] shall provide the NPS with confirmation of such insurance coverage.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the Recipient, its officers, employees, or representatives.

To provide workers' compensation protection to the Recipient, its officers, employees, and representatives.

To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Recipient, its agents, and employees.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the Recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this Agreement by the NPS.

- D. Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

#### **ARTICLE XIV – REPORTS AND/OR OUTPUTS/OUTCOMES**

- A. Specific projects, tasks or activities for which funds are reimbursed and/or advanced will be tracked and reported by the Recipient's submission of:
1. Draft documents to be reviewed as related to the Statement of Work:
    - i. Draft subgrant announcement and application package
    - ii. Draft model subgrant agreement
    - iii. Draft model easement, preservation agreement, or covenant contract
  2. An interim report package shall be submitted **quarterly** until the completion of the grant, and shall include:
    - i. SF-425, Federal Financial Report
    - ii. Interim Progress Report Updated HPF Online
    - iii. SF-428, Tangible Personal Property Report (due annually, August 31st)
  3. Final report package reflecting the full period of performance of this award, and shall include:
    - i. SF-425, Final Federal Financial Report
    - ii. Final Progress Report

- iii. SF-428B *Tangible Personal Property Report Final Report* or SF-428C, *Tangible Personal Property Disposition Request/Report*, if applicable.
  - iv. Final Project deliverables completed in HPF Online:
    1. Completed project information for in house and subgrant activities
    2. Before and after images of all projects
    3. Executed covenant or easement for **every** development project with a key to a master list.
  - v. Grant product submissions
  - vi. One executed and complete subgrant package, including application, scoring sheet, NR eligibility documentation, damage documentation, subgrant agreement, amendments, Section 106 and Environmental Compliance documentation, and any products.
- B. The quarterly interim report package shall be submitted no later than **30 days** after the end of the reporting periods. The quarterly reporting due dates for this grant are:
1. January 31<sup>st</sup>,
  2. April 30<sup>th</sup>,
  3. July 31<sup>st</sup>, and
  4. October 31<sup>st</sup>, until the grant is completed
- C. The final report package shall be submitted no later than **90 days** after the end of the period of performance and cover the full period of performance.
- D. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- E. Project Notifications for each subgrant/contract exceeding a given Federal share from this award, or involving National Historic Landmarks regardless of the amount of the Federal share, must be submitted to NPS using the HPF Online system at least 30 calendar days prior to the award of the subgrant/contracting accordance with Chapter 8, Section F, of the HPF Grants Manual. All Project Notifications must include the SHPO certification required by Chapter 8, Exhibit 8-A, of the HPF Grants Manual (as applicable to the type of project), must specify the proposed outcome to be achieved with the grant, must be entered into the Project Activity Database in HPF Online, and supply at minimum one before and one after image of the resource, if applicable.
1. The requirement to submit project notifications for a given Federal share is determined by the recipient's risk level as identified in Attachment A, Condition 2, Determination of Risk and as follows:
    - i. Low risk: recipients are required to submit project notifications for projects with a Federal share of the project budget amounting to \$50,000 or more.

- ii. Medium risk: recipients are required to submit project notifications for projects with a Federal share of the project budget amounting to \$35,000 or more.
  - iii. High risk: recipients are required to submit project notifications for projects with a Federal share of the project budget amounting to \$25,000 or more.
- F. Deliverables/ Publications. The Recipient must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables, press, and publications concerning NPS grant-supported activities as referenced in the Statement of Work.
1. One digital copy of any deliverable/publication must be furnished to the NPS AO within 90 calendar days of the expiration of the grant agreement. All deliverables must contain the following disclaimer and acknowledgement:

*"This material was produced with assistance from the Emergency Supplemental Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."*
  2. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs, invitations and photos, websites, mobile apps, exhibits, and interpretive signs.
  3. Refer to the attached guidance document, "Digital Copies of Grant Products Worksheet" for instructions on creating, naming and submitting digital copies of deliverables/publications.
  4. All digital copies must follow this naming convention: FYM\_19\_State Abbreviation\_Granttee\_DocumentType
  5. All consultants hired by the Recipient must be informed of this requirement.
  6. The NPS shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use.
  7. A digital (preferred) or physical copy of all deliverables must be available for public access

## **ARTICLE XV – PROPERTY UTILIZATION**

All tools, equipment, and facilities furnished by the NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 *applies* to this Agreement.

## **ARTICLE XVI – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION**

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by the NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

## **ARTICLE XVII – GENERAL AND SPECIAL PROVISIONS**

### **A. General Provisions**

- 1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a) **Administrative Requirements:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*

- b) **Determination of Allowable Costs:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*

- c) **Audit Requirements:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*

d) **Code of Federal Regulations/Regulatory Requirements:**

*2 CFR Part 182 & 1401*, “Government-wide Requirements for a Drug-Free Workplace”;

*2 CFR 180 & 1400*, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;

*43 CFR 18*, “New Restrictions on Lobbying”;

*2 CFR Part 175*, “Trafficking Victims Protection Act of 2000”;

*FAR Clause 52.203-12, Paragraphs (a) and (b)*, Limitation on Payments to Influence Certain Federal Transactions;

*2 CFR Part 25*, System for Award Management ([www.SAM.gov](http://www.SAM.gov)) and Data Universal Numbering System (DUNS); and

*2 CFR Part 170*, “Reporting Subawards and Executive Compensation”.

2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its

Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, the NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or the NPS from entering into similar agreements, or participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between the NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only the NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it

be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301–10.131 through 301–10.143.
16. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (*2 CFR §200.305 (5)*). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

**B. Special Provisions –**

**1. Public Information and Endorsements**

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient’s work products, or considers the Recipient’s work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

- c) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- d) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a state government, a local government, or to a federally recognized tribal government.

2. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
3. **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337.
5. **Audit Requirements**
  - a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F , which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
  - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
  - c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.
6. **Procurement Procedures.** A full description of procurement standards can be found in 2 CFR §200.317-§200.326.

7. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
8. **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
9. **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
10. **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**
  - a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
  - b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
  - c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).
11. **Reporting Subawards and Executive Compensation.** Recipients must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to <https://www.fsrs.gov/> for more information.

## 12. Conflict of Interest

### (a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

### (b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

### (c) Notification.

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

- (d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative

agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

- (e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

**13. Minimum Wages Under Executive Order 13658 (January 2015)**

- a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by [Executive Order 13658](#), and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training

Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage rate.*

(1) The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently \$10.20 per hour as of January 1, 2017).

(2) The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities shall consider any Subrecipient requests for such price adjustment.

(iii) The Financial Assistance Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 C.F.R. § 10.23](#), Deductions.

(6) The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(8) The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The non-Federal entity shall follow the policies and procedures in [29 C.F.R. § 10.24\(b\)](#) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. § 213\(a\)](#) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(a\)](#).

(B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(b\)](#).

(C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. § 213\(a\)\(1\)](#) and [29 C.F.R. § part 541](#)).

d) *Notice.* The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e) *Payroll Records.*

(1) The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The non-Federal entity shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.

(3) The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 C.F.R. § 10.26](#) and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the non-Federal entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

- f) *Access.* The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) *Withholding.* The Financial Assistance Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.
- h) *Disputes.* Department of Labor has set forth in [29 C.F.R. § 10.51](#), Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning a non-Federal entity's compliance with Department of Labor regulations at [29 C.F.R. § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its

Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

- i) *Antiretaliation.* The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
  - j) *Subcontractor compliance.* The non-Federal entity is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
  - k) *Subawards.* The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
14. **Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements:** Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

15. **Data Availability:**

- (a) *Applicability.* The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- (i) The scientific data relied upon;
- (ii) The analysis relied upon; and
- (iii) The methodology, including models, used to gather and analyze data.

## **ARTICLE XVIII – ATTACHMENTS**

The following documents are attached to and made a part of this Agreement:

Attachment A. Historic Preservation Fund Special Conditions

Attachment B. Environmental Certification

Attachment C. Administrative Costs Memo

Attachment D. Digital Product Submission Guidelines

**ARTICLE XIX – SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) set forth below.

**RECIPIENT**

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

**FOR THE NATIONAL PARK SERVICE**

Signature and date on PRISM cover sheet

\_\_\_\_\_  
Megan J. Brown  
Awarding Officer and  
Chief, State, Tribal, Local, Plans & Grants

\_\_\_\_\_  
Date

## Attachment A Historic Preservation Fund Special Conditions

### 1. APPROVED PROJECT BUDGET

The approved Work/Cost Budget to complete the work under this grant is as follows:

<b>Budget Item</b>	<b>Federal Admin</b>	<b>Federal Program</b>	<b>Recipient Share Admin</b>	<b>Recipient Share Program</b>	<b>Total</b>
<i>Personnel</i>					\$ -
<i>Fringe Benefits</i>					\$ -
<i>Travel</i>					\$ -
<i>Supplies</i>					\$ -
<i>Equipment</i>					\$ -
<i>Contractual</i>					\$ -
<i>Construction</i>					\$ -
<i>Other</i>					\$ -
<i>Indirect Costs</i>					\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -

### 2. COST SHARING/MATCHING REQUIREMENT

Non-Federal cost-share/match is not required for this grant program. However, the recipient agrees to contribute \$XXX in eligible non-Federal matching contributions that are allowable, properly documented, and must be used during the grant period to share the costs for this statement of work. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.

### 3. ELIGIBLE COSTS

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program they also include:

- a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Development/Covenants, National Register, Planning, Review & Compliance, and Survey and Inventory;
- b. Administrative costs necessary to complete and administer the grant requirements;
- c. Necessary compliance activities required by 54 USC 306108 (commonly known as Section 106) of the National Historic Preservation Act related to the consequences of the disaster declaration;
- d. Recovery and repair of historic resources in areas that received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.);

- i. Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places;
- ii. National Register eligible properties that receive funding must complete and submit a nomination as part of the project;
- iii. All work must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- iv. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement;
- e. Survey and Inventory of historic resources to determine eligibility, degree of damage, and provide preparedness for future disasters;
- f. Projects must substantially mitigate the threat and include steps to mitigate future damage.
- g. Cost for producing a nomination to the National Register of Historic Places (if applicable);
- h. Cost for administering an easement/covenant for the property;
- i. Cost for any required audits or financial requests;
- j. Cost for the production of project signs;
- k. Costs for public notice of grant opportunities;
- l. Costs associated with required training or reporting; and
- m. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

#### 4. **ADMINISTRATIVE AND INDIRECT COSTS**

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, **shall not exceed 25%** of the total budget. Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

#### 5. **INELIGIBLE ACTIVITIES**

The Program Areas of Acquisition, Local Government Certification, and Preservation Tax Incentives are not eligible costs for assistance from this emergency funding. Reconstruction is limited to portions of a historic property that still retain (prior to reconstruction) sufficient significance and integrity to remain listed in the National Register. Total reconstructions are not eligible for grant assistance. If specific features or elements of a building or landscape are missing and thus need to be recreated, this work is potentially eligible for funding (provided adequate historical documentation is available). Major reconstruction projects,

such as recreating a building or landscape that has been completely destroyed, are not eligible for grant assistance because vanished structures, by definition, have lost their integrity and therefore are no longer eligible for the National Register of Historic Places, or for grant assistance.

**6. NAGPRA COSTS ARE UNALLOWABLE**

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

**7. DETERMINATION OF RISK**

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

**Low:** Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined “medium or high risk” and be subject to additional grant terms and conditions.

**8. NPS OVERSIGHT**

The NPS will provide oversight of this grant project through the following NPS reviews:

- a. Review and approval of interim and final reporting to include compliance with 2 CFR 200;
- b. Review and approval of projects if over a given Federal share. The requirement to submit project notifications **via HPF Online** for a given Federal share is determined by the recipient’s risk level as identified in Attachment A, Condition 7, Determination of Risk.

Determination of Risk and as follows:

- i. Low risk: recipients are required to submit project notifications for projects with a Federal share of the project budget amounting to \$50,000 or more.
- ii. Medium risk: recipients are required to submit project notifications for projects with a Federal share of the project budget amounting to \$35,000 or more.

- iii. High risk: recipients are required to submit project notifications for projects with a Federal share of the project budget amounting to \$25,000 or more.
- c. Review and approval for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- d. Review and approval for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
- e. Review and approval for compliance with the National Environmental Protection Act (NEPA);
- f. Review and approval of project signage to notify the public of federal involvement;
- g. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

## **9. CONSULTANTS AND CONTRACTORS**

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the Recipient and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

## **10. SUBGRANT AWARDS**

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

The Recipient must publicly announce the availability of HPF funds and include the following information:

- a. A summary statement of the priorities for funding;
- b. Description of eligible activities for which funding is to be provided;
- c. The total amount available, or expected to be available for subgrants;
- d. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;
- e. The deadline for submitting the completed application;
- f. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;
- g. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;

- h. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- i. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual;
- j. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the Recipient must ensure that a subgrantee will:

- a. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;
- b. Be able to comply with the proposed or required completion schedule for the project;
- c. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
- d. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

- a. Review of subgrant announcement and model subgrant agreement.
- b. Review of selected subgrants;
- c. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- d. Review of any physical preservation work or archeological surveys for compliance with National Environmental Protection Act (NEPA);
- e. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 U.S.C. § 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm;
- f. Verification of submission to FSRs of any subgrants over \$25,000 federal share;
- g. Review of final executed preservation easement/covenant;
- h. Additional requirements as determined for the Recipient based on risk or program requirements.

## **11. UNANTICIPATED DISCOVERY PROTOCOLS**

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

## **12. EASEMENT/COVENANT REQUIREMENT**

Section 54 USC 302902 of the National Historic Preservation Act requires that HPF grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a Preservation Covenant/Easement with the State Historic Preservation Officer (SHPO) in which the site is located or to a nonprofit preservation organization acceptable to the NPS. NPS approval of a covenant/easement holder other than the SHPO must be in writing. The term of the covenant/easement must follow the guidance in the HPF Manual - Chapter 6 from the end date of this agreement. The covenant/easement must be executed by registering it with the deed of the property. A photocopy of the executed covenant/easement, stamped registered with the deed, must be submitted to the NPS ATR prior to the end of the award period of performance and final drawdown of funding.

A draft copy of the covenant/easement must be submitted to the NPS ATR within one year for review and comment. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. Following the completion of all work, the preservation covenant/easement must document the grant assisted condition of the site and the character defining features included as part of the document registered with the deed.

### **13. EQUIPMENT PURCHASES**

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

### **14. FUNDING FOR USE OF UNMANNED AIRCRAFT SYSTEMS (UAS) (AKA DRONES)**

HPF funding for UAS usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization, for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

### **15. PATENTS AND INVENTIONS**

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

## **16. COPYRIGHT**

The NPS shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital (preferred) or physical copy of all deliverables must be available for public access. Information that would be exempt from disclosure per the Freedom of Information Act (FOIA), 5 USC 552, may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

## **17. PUBLICITY AND PRESS RELEASES**

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

## **18. FUNDING ACKNOWLEDGEMENT IN DELIVERABLES & PUBLICATIONS**

The Recipient must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work. At a minimum, all deliverables and publications must contain the following statement:

*"This material was produced with assistance from the Emergency Supplemental Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."*

Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs, invitations and photos, websites, mobile apps, exhibits, and interpretive signs.

Refer to Attachment D: Digital Product Submission Guidelines for instructions on creating, naming and submitting digital copies of deliverables/publications.

#### **19. REQUIREMENT FOR PROJECT SIGN/NOTIFICATION**

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

*“[Project Name] is being supported in part by the Emergency Supplemental Historic Preservation Fund administered by the National Park Service, Department of the Interior.”*

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Photo documentation of the sign/notification for development projects must be uploaded to the HPFOnline. Cost of fabricating and erecting notification is an eligible grant cost.

#### **20. REQUIREMENT FOR NEPA COMPLIANCE**

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, Recipient is required to notify the NPS of any reasonably foreseeable impacts to the environment from grant –supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant should use **HPFOnline** to submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in [NPS Director’s Order 12](#)) can be utilized.

#### **21. COMPLIANCE WITH SECTION 106**

Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. 306108), the NPS and the Recipient must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 prior to the commencement of all grant-assisted construction or ground disturbance on the property.

Should a signed Programmatic Agreement exist for this Grant Program, it shall remain in place during the term agreed to, and govern the activities of the Emergency Supplemental

Historic Preservation Fund (ESHPPF) grant as related to Section 106 compliance until terminated.

## **22. COMPLIANCE WITH SECTION 110**

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 U.S.C. § 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 U.S.C. § 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Recipient must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered Recipient has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

Should a signed Programmatic Agreement exist for this Grant Program, it shall remain in place during the term agreed to, and govern the activities of the Emergency Supplemental Historic Preservation Fund (ESHPPF) grant as related to Section 106 compliance until terminated.

## **23. COMPLIANCE WITH ADA AND ABA**

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

## **24. NPS REVIEW OF PLANNING/DESIGN DOCUMENTS FOR NATIONAL HISTORIC LANDMARKS**

The Recipient must submit the following through HPFOnline:

1. a site plan that has the north direction clearly marked;
2. a city/county map with the site of the property clearly labeled;
3. set of plans and specifications for the project;
4. photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
5. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;
6. for NHL Districts include overall views of the district from the project area;
7. any additional information that will better enable a technical review of the project to be completed.

The Recipient must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, prior to the beginning of

grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

**25. STATE HISTORIC PRESERVATION PLAN AND DISASTER PREPAREDNESS PLANNING**

The Recipient will develop a plan of action to address cultural resource disaster preparedness, response, and recovery within their National Historic Preservation Act of 1966 (54 U.S.C. § 300101 et seq.) mandated Comprehensive Statewide Historic Preservation Plan. The “plan of action” must be reflected in the Comprehensive Statewide Historic Preservation Plan’s goals and objectives and be appended to this Comprehensive Statewide Historic Preservation Plan. The “plan of action” must include but is not limited to how to mitigate effects on historic resources and/or improve disaster response and preparedness within the state and, specifically, the affected areas. The State must work closely with the NPS Preservation Planning Program Manager to develop a timeline for meeting this requirement. The purpose of the statewide historic preservation plan is to provide the State Historic Preservation Office (SHPO) and other stakeholders with an agreed-upon vision and goals for historic preservation efforts.

**26. GIS SPATIAL DATA TRANSFER STANDARDS**

All GIS data collected with ESHPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: [https://www.nps.gov/crgis/crgis\\_standards.htm](https://www.nps.gov/crgis/crgis_standards.htm). Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using ESHPF funds.

**27. CFDA INCLUSION IN SINGLE AUDIT**

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate CFDA number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award will be either 15.904, 15.929, or 15.957, as identified on the first page of this agreement document.

**28. NOTICE OF FINANCIAL MANAGEMENT REVIEW**

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the Recipient is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

**29. NOTICE TO APPLICANTS FOR OTHER FINANCIAL ASSISTANCE FROM THE NATIONAL PARK SERVICE**

Work approved under this grant shall in no way inhibit or preclude others from applying for federal assistance through other programs overseen or reviewed by NPS, such as the Federal Historic Preservation Tax Incentive for Income Producing Structures. It shall be understood

that approvals through this grant funding are not transferable to other NPS or NPS-sponsored programs. Subgrantees should understand that work performed under this grant program may impact other work approvals. Grant funds cannot be claimed as eligible expenses potential tax credits.

**30. REQUIREMENT FOR TRAINING**

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The Recipient will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant. The Recipient may require similar training of subrecipients.

**31. DEMONSTRATION OF EFFORT – PERFORMANCE GOALS**

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the Recipient on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions. Should effort not be demonstrated prior to September 30, 2019, the NPS will consider reallocation of funds to recipients with demonstrated effort.

**32. STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUTURE PROJECTS PER E.O. 13858**

Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

**33. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**

1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

## 2) Proceedings You Must Report

Submit the information required about each proceeding that:

- a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b) Reached its final disposition during the most recent five year period; and
- c) Is one of the following:
  - i) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - ii) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - iii) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
  - iv) Any other criminal, civil, or administrative proceeding if:
    - (1) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - (3) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

## 3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

## 4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contracts, grants, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

## 5) Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - i) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - ii) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

### **34. NOTICE OF FINANCIAL MANAGEMENT REVIEW**

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the Recipient is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

### **35. AUDIT FINDINGS AND FOLLOW-UP**

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

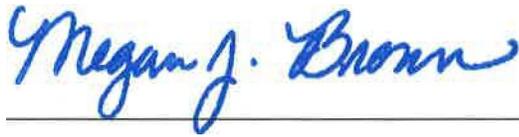
## Attachment B

### ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 Categorical Exclusions (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently:

#### F.1 – F.6 – Actions Related to Grant Programs



Megan J. Brown  
Chief State, Tribal, Local, Plans & Grants  
National Park Service

\_\_\_\_\_  
Date

## Attachment C Administrative Costs Definitions



United States Department of the Interior

NATIONAL PARK SERVICE  
1349 C Street, N.W.  
Washington, DC 20240

Memorandum

Date: April 27, 2018  
To: Historic Preservation Fund Grants Manual  
From: Megan J. Brown, Chief, State, Tribal, Local, Plans and Grants (STLPG)  
Subject: Administrative Costs definition update to HPF Manual

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In 2017, the Office of Inspector General (OIG) completed an audit of costs claimed by the State of Connecticut's Department of Economic and Community Development (DECD) on NPS Grant No. P13AF00113 for \$8,014,769, awarded under the Disaster Relief Appropriations Act of 2013 (Hurricane Sandy Relief, Public Law 113-2). During the audit, OIG auditors found that STLPG staff encountered difficulties in defining, and as a result monitoring, administrative costs. As a result, we developed a clear definition of administrative costs. The "revised" definition below is effective immediately and supersedes all "previous" definitions published in the HPF Grants Manual and in HPF Grants Training materials. The next update of the Grants Manual will reflect these changes as detailed below, but until this is complete, State and Tribal Historic Preservation Officers should ensure that all guidance under their command related to administrative costs reflects the revised definition.

### HPF MANUAL CHANGE

Chapter 7 Exhibit 7-B "Additional Instructions for the SF 424-A" Section B

#### **Previous Language:**

A. Definition. 1. Administrative costs. Costs incurred when accomplishing activity directly pertinent to budget formulation and execution, personnel management, finance, property management, equal opportunity and other "overhead" functions not directly attributable to specific program areas."

#### **Revised definition:**

A. Definition. 1. Administrative costs. Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other "overhead" functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

## Attachment D Digital Product Submission Guidelines

The National Park Service’s (NPS) State, Tribal, Local, Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the [Integrated Resource Management Applications \(IRMA\)](#), the NPS’s digital repository system. To see grant products that have already been uploaded, go to [IRMA](#), choose Historic Preservation Fund (HPF) under “Select a Park, Office, Program or Region” and select a category of featured content.

### **What to submit:**

- Provide one digital copy of each deliverable or publication under your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
<p><b>Reports, plans and guidelines</b> (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)</p> <p><b>Substantive event materials</b> (including programs, proceedings, handouts, photographs)</p> <p><b>Professionally produced content</b> (including books, documentaries, oral histories, presentations and PSAs)</p> <p><b>Interpretive products</b> (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)</p> <p><b>Online content</b> (including websites, story maps, and other web-based projects)</p>	<p><b>Digital copies saved on CD/DVD-Rs or flash drives</b> (unless arrangements have been made with your grant administrator)</p> <p><b>Confidential/restricted reports that cannot be viewed by the general public</b> (including archeological reports, architectural reports on federal buildings or restricted sites)</p> <p><b>Other documentation not intended for the general public</b> (including survey forms, financial records, correspondence)</p> <p><b>Ephemeral products unlikely to be of future value to the general public</b> (including flyers, postcards, invitations, meeting minutes)</p>

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.
- For additional questions about the required disclaimer, consult with your NPS grant manager.

#### **Naming files for submission:**

- Name each file you will be submitting using the following naming convention: **[Grant Program]\_[Fiscal Year]\_[State Abbreviation]\_[Project or Subgrantee]\_[Short File Description]**
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For “Short File Description,” write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.  
*Ex: Audio files submitted under a FYM grant by the SC State Historic Preservation Office*  
*FYM\_19\_SC\_GranteeHistoricDistrict\_RoofPlans001.pdf*  
*FYM\_19\_SC\_GranteeHistoricDistrict\_RoofPlans002.pdf*

#### **Required file formats and resolution standards:**

- *Reports and publications:* PDF files saved at 300 ppi (pixels per inch) and 100% of the original document size. When possible, convert original documents to PDFs (for example, saving as PDFs from Word or InDesign files). Otherwise, save high resolution scans of printed materials as PDFs.
- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
  - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** [Photo release forms are available on the STLPG website.](#)
  - **Development (construction) grants must submit at least one before and one after photograph of work completed under the grant.** Refer to the [NPS Documenting Historic Places on Film guidelines](#) for more information on photographing a variety of historic environments and buildings.
- *Videos:* MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio:* Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats.](#)

#### **Creating an index file for your submission:**

- Include this information in the index file for *each product* that is being submitted:  
Grant Number

Subgrant Number (if applicable)

Title of Product

Filename

Product Creator(s) (give full names and their roles; up to 5 names or organizations)

Date Completed

Extent (number of pages, photographs, or length of audio/video files; when applicable)

Description (up to 200 words)

- Save the index file as a Microsoft Word document using the following naming convention:

**[Grant Program]\_[Fiscal Year]\_[State Abbreviation]\_[Project or Subgrantee]\_Index.docx**

*Ex: FYM\_19\_AL\_GranteeHistoricDistric\_Index.docx*

### **Submitting your files:**

- Ask your NPS grant manager to send you an invitation to submit your documents through the Department of the Interior's Secure File Transfer website.
- You will receive an email invitation from [doi\\_secure\\_file\\_transfer@doi.gov](mailto:doi_secure_file_transfer@doi.gov).
- You will have **two weeks** to upload and submit your files after receiving the email invitation. If you do not upload files within two weeks, you will need to contact your grant manager to ask for a new email invitation.
- Create a zipped folder containing all of the files you are uploading. Be sure to include your index file in the zipped folder with all of the products and deliverables you are submitting. Name the zipped folder:

**[Grant Program]\_[Fiscal Year]\_[State Abbreviation]\_[Project or Subgrantee]\_Products.zip**

*Ex: FYM\_19\_AL\_GranteeHistoricDistrict\_Products.zip*

- Open the invitation email. Click the "Upload Files" link at the bottom of the message.
- If you are a new user, you will be prompted to create a password for the DOI Secure File Transfer website.
- Once you have created a password and signed in to your DOI Secure File Transfer account, you will be directed to the file upload page.
- Drag and drop files or click the "Select" link on the right side of the file upload page.
- Select the zipped folder from where it is saved on your computer and click the "Upload" button.
- After the files have been successfully uploaded, they will appear on the right side of the page above the "Upload" button. Your grant administrator will be notified that the upload is complete.

### **Reviewing submitted files:**

- When the NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the *Secretary of the Interior's Standards for Archeology and Historic Preservation*, and any other relevant requirements.
- If there are issues with the submitted files or grant products, your grant manager will contact you and may ask for corrections and resubmission if necessary.

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

- NPS will also determine whether the submitted products are suitable for sharing with the general public through [Integrated Resource Management Applications \(IRMA\)](#), the NPS's digital repository system. If so, we will upload the files to [IRMA](#) and make them publicly available.

**APPENDIX B: List and Map of Counties and Locations for Assistance<sup>1</sup>**

Hurricane Florence Eligible Counties

COUNTY	STATE
Alamance County	NC
Alleghany County	NC
Anson County	NC
Ashe County	NC
Beaufort County	NC
Bertie County	NC
Bladen County	NC
Brunswick County	NC
Cabarrus County	NC
Carteret County	NC
Chatham County	NC
Columbus County	NC
Craven County	NC
Cumberland County	NC
Dare County	NC
Davidson County	NC
Duplin County	NC
Durham County	NC
Granville County	NC
Greene County	NC
Guilford County	NC
Harnett County	NC

COUNTY	STATE
Hoke County	NC
Hyde County	NC
Johnston County	NC
Jones County	NC
Lee County	NC
Lenoir County	NC
Madison County	NC
McDowell County	NC
Montgomery County	NC
Moore County	NC
New Hanover County	NC
Onslow County	NC
Orange County	NC
Pamlico County	NC
Pender County	NC
Person County	NC
Pitt County	NC
Polk County	NC
Randolph County	NC
Richmond County	NC
Robeson County	NC
Rowan County	NC

COUNTY	STATE
Sampson County	NC
Scotland County	NC
Stanly County	NC
Tyrrell County	NC
Union County	NC
Wayne County	NC
Wilson County	NC
Yancey County	NC
Berkeley County	SC
Calhoun County	SC
Chesterfield County	SC
Clarendon County	SC
Colleton County	SC
Darlington County	SC
Dillon County	SC
Florence County	SC
Georgetown County	SC
Horry County	SC
Lancaster County	SC
Marion County	SC
Marlboro County	SC

<sup>1</sup> Counties were designated by FEMA for Public Assistance, Individual Assistance, or both as the maps provided in Appendix B indicate.

Public Assistance (PA)-refers to assistance to State, Local, Tribal and Territorial governments and certain private-non-profit organizations for emergency work and the repair or replacement of disaster-damaged facilities. Counties eligible for PA are designated by the Federal Emergency Management Agency (FEMA).

Individual Assistance (IA)- refers to assistance to individuals and households. Counties eligible for IA are designated by FEMA.

For Hurricanes Florence and Michael, and Super Typhoon Yutu, counties designated as PA and/or IA by FEMA were eligible to apply for assistance from the ESHPF grant program.

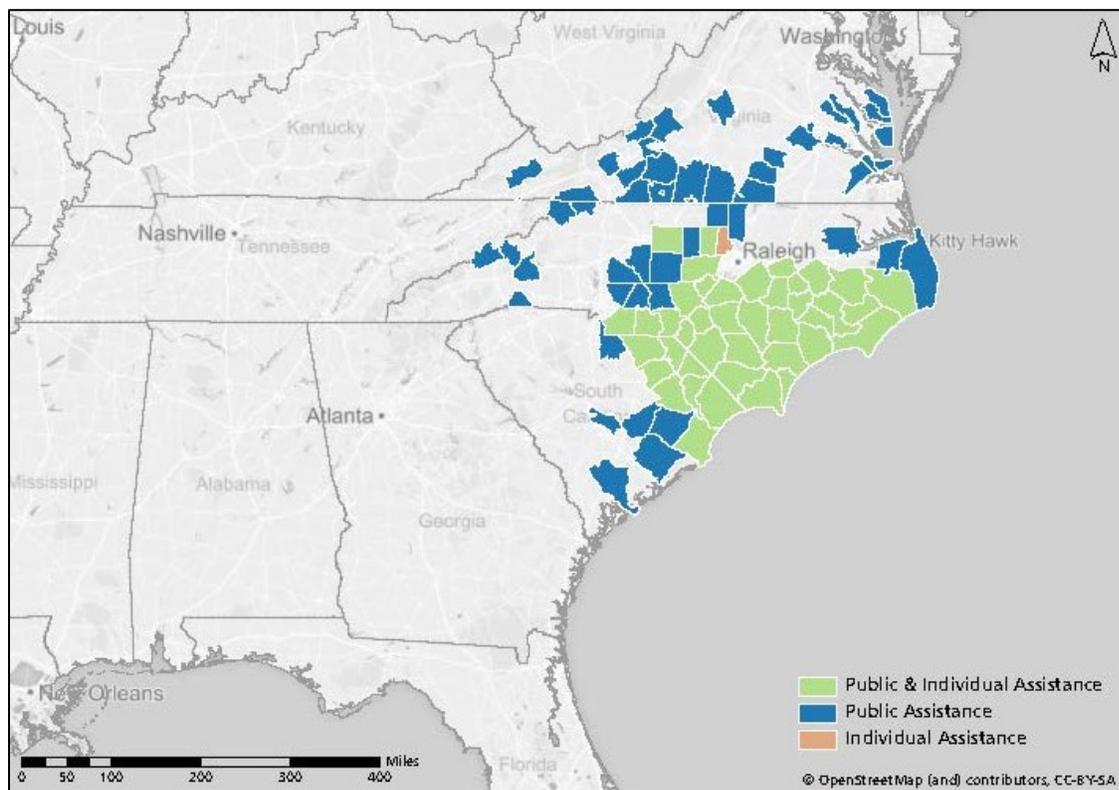
Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

COUNTY	STATE
Williamsburg County	SC
Botetourt County	VA
Bristol city	VA
Charles City County	VA
Chesterfield County	VA
Craig County	VA
Danville city	VA
Floyd County	VA
Franklin city	VA
Franklin County	VA
Grayson County	VA

COUNTY	STATE
Halifax County	VA
Hampton city	VA
Henry County	VA
Isle of Wight County	VA
King William County	VA
Lancaster County	VA
Lunenburg County	VA
Martinsville city	VA
Mathews County	VA
Mecklenburg County	VA

COUNTY	STATE
Nelson County	VA
Newport News city	VA
Northumberland County	VA
Nottoway County	VA
Patrick County	VA
Pittsylvania County	VA
Pulaski County	VA
Richmond city	VA
Roanoke County	VA
Russell County	VA
Williamsburg city	VA

Figure 1: Hurricane Florence Declared Counties



Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

Hurricane Michael Eligible Counties

COUNTY	STATE
Geneva County	AL
Henry County	AL
Houston County	AL
Mobile County	AL
Bay County	FL
Calhoun County	FL
Franklin County	FL
Gadsden County	FL
Gulf County	FL
Holmes County	FL
Jackson County	FL
Jefferson County	FL
Leon County	FL
Liberty County	FL
Madison County	FL
Okaloosa County	FL
Taylor County	FL
Wakulla County	FL
Walton County	FL
Washington County	FL
Appling County	GA
Atkinson County	GA
Bacon County	GA
Baker County	GA
Ben Hill County	GA
Berrien County	GA
Bleckley County	GA
Brooks County	GA
Bulloch County	GA
Burke County	GA
Calhoun County	GA
Candler County	GA
Chattahoochee County	GA
Clay County	GA

COUNTY	STATE
Coffee County	GA
Colquitt County	GA
Cook County	GA
Crawford County	GA
Crisp County	GA
Decatur County	GA
Dodge County	GA
Dooly County	GA
Dougherty County	GA
Early County	GA
Echols County	GA
Emanuel County	GA
Evans County	GA
Glascock County	GA
Grady County	GA
Hancock County	GA
Houston County	GA
Irwin County	GA
Jeff Davis County	GA
Jefferson County	GA
Jenkins County	GA
Johnson County	GA
Jones County	GA
Laurens County	GA
Lee County	GA
Macon County	GA
Marion County	GA
Miller County	GA
Mitchell County	GA
Montgomery County	GA
Peach County	GA
Pulaski County	GA
Putnam County	GA
Quitman County	GA

COUNTY	STATE
Randolph County	GA
Schley County	GA
Screven County	GA
Seminole County	GA
Stewart County	GA
Sumter County	GA
Tattnall County	GA
Telfair County	GA
Terrell County	GA
Thomas County	GA
Tift County	GA
Toombs County	GA
Treutlen County	GA
Turner County	GA
Twiggs County	GA
Washington County	GA
Webster County	GA
Wheeler County	GA
Wilcox County	GA
Wilkinson County	GA
Worth County	GA
Alamance County	NC
Brunswick County	NC
Caswell County	NC
Chatham County	NC
Dare County	NC
Davidson County	NC
Davie County	NC
Forsyth County	NC
Granville County	NC
Hyde County	NC
Iredell County	NC
McDowell County	NC

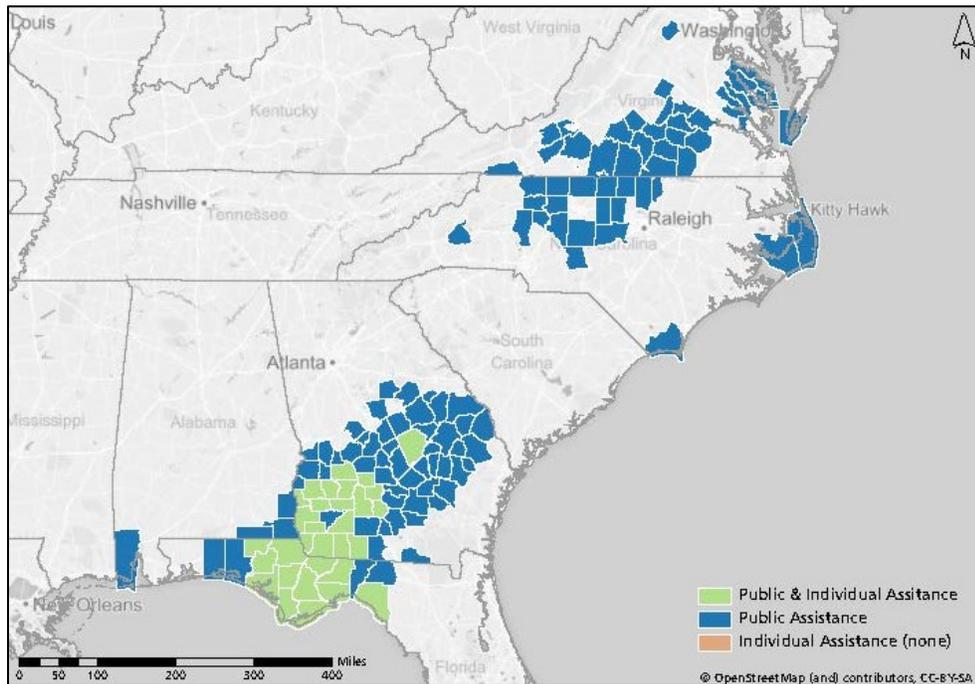
Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

COUNTY	STATE
Montgomery County	NC
Orange County	NC
Person County	NC
Randolph County	NC
Rockingham County	NC
Stokes County	NC
Surry County	NC
Vance County	NC
Yadkin County	NC
Amelia County	VA
Appomattox County	VA
Brunswick County	VA
Campbell County	VA
Charlotte County	VA
Chesterfield County	VA
Cumberland County	VA

COUNTY	STATE
Danville city	VA
Dinwiddie County	VA
Essex County	VA
Floyd County	VA
Fluvanna County	VA
Franklin County	VA
Galax city	VA
Grayson County	VA
Halifax County	VA
James City County	VA
King and Queen County	VA
King William County	VA
Lancaster County	VA
Lunenburg County	VA
Martinsville city	VA
Mecklenburg County	VA

COUNTY	STATE
Middlesex County	VA
Montgomery County	VA
New Kent County	VA
Northampton County	VA
Northumberland County	VA
Nottoway County	VA
Pittsylvania County	VA
Powhatan County	VA
Prince Edward County	VA
Rappahannock County	VA
Richmond County	VA
Roanoke County	VA
Westmoreland County	VA

Figure 2: Hurricane Michael Declared Counties



Super Typhoon Yutu Eligible Counties

COUNTY	STATE
Northern Islands	Commonwealth of the Northern Mariana Islands
Rota	Commonwealth of the Northern Mariana Islands
Saipan	Commonwealth of the Northern Mariana Islands
Tinian	Commonwealth of the Northern Mariana Islands

Figure 3: Super Typhoon Yutu Declared Counties



## **APPENDIX C: Exempt Activities**

Activities that are exempt from review and analysis under this Programmatic Agreement are generally low-impact, low-risk actions. While these actions may not be reviewed under this agreement, they may still be subject to other review for compliance, particularly with the National Environmental Policy Act (NEPA). An exemption is to be determined by a professional qualified under the Secretary of the Interior's Historic Preservation Professional Qualification Standards (36 CFR 61). The following list of activities are considered exempt when no ground disturbance or alteration to structures or buildings are planned.

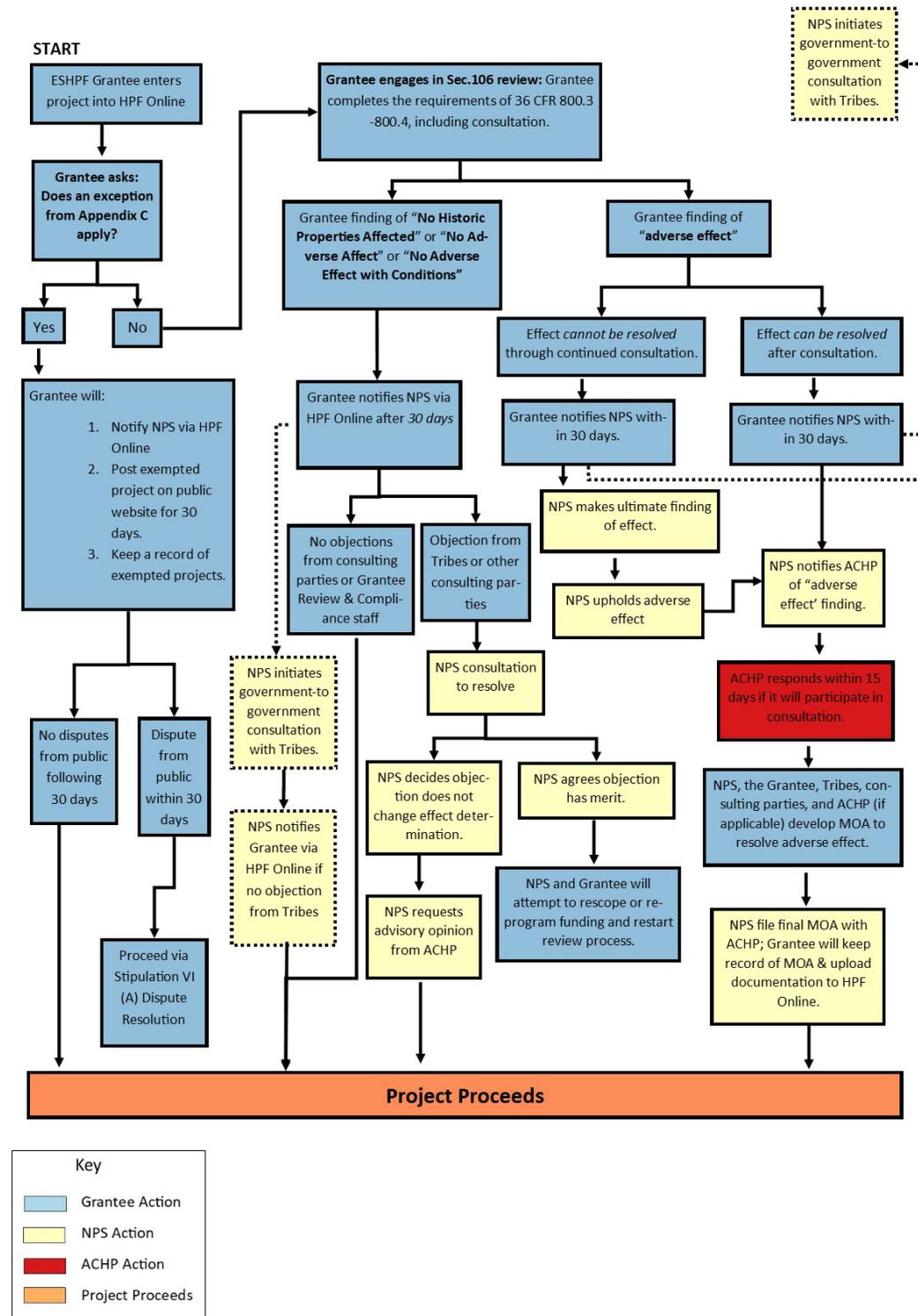
### **Exempt Activities Include:**

- Administrative & Financial
  - Routine financial transactions including such things as salaries and expenses, procurement contracts (e.g., in accordance with applicable procedures and Executive Orders for sustainable or green procurement), guarantees, financial assistance, income transfers, audits, fees, bonds, and royalties.
  - Routine and continuing government business, including such things as supervision, administration, operations, and maintenance.
  - Personnel actions and investigations and personnel services contracts.
  - Strategic/organizational/administrative planning
  - Advocacy and support, such as administrative support, press and media outreach, public outreach, meetings and strategic advocacy.
  - Internal organizational changes and facility and bureau reductions and closings.
  - Reimbursement for preagreement costs to carry out emergency stabilization and repairs as per 36 CFR 800.12.
- Education & Interpretation
  - Activities that are educational, informational, advisory, or consultative to other agencies, public and private entities, visitors, individuals, or the general public.
  - Preparation and issuance of publications.
  - Changes in interpretive and environmental education programs.
  - Educational activities, such as museum exhibit plans, videos/brochures/guides, and web-based interpretation, all with sensitive locations redacted.
  - Heritage tourism interpretive plan
  - Survey & Inventory (when no ground disturbance is planned) to produce a level of

documentation sufficient to evaluate National Register eligibility.

- Land and boundary surveys.
- GPS/GIS mapping
- Viewshed analysis
- Nondestructive data collection, inventory (including field, aerial, and satellite surveying and mapping), study, research, and monitoring activities.
- Planning
  - Plans, including priorities, justifications and strategies, for non-manipulative research, monitoring, inventorying, and information gathering.
  - Statements for management, outlines of planning requirements, and task directives for plans and studies.
  - Preservation planning, including preparation of the Comprehensive Statewide Historic Preservation Plan
  - Historical research/overviews
- National Register
  - Development of standards for, and identification, nomination, certification, and determination of eligibility of properties for listing in the National Register of Historic Places and the National Historic Landmark and National Natural Landmark Programs.
  - Updates to existing National Register of Historic Places nominations.
- Covenants/Easements
  - Activities associated with preparing, executing, monitoring, and enforcing covenants.
  - Activities associated with revising covenants to extend the duration or the protection provided by the agreement.

**APPENDIX D: Consultation Flow Chart**



## APPENDIX E: Tribal Communication Protocol

### Tribal Communication Protocol:

1. NPS agrees to notify relevant federally recognized Indian Tribes that may be affected by the proposed Undertaking.
2. If properties that may have religious and cultural significance to an Indian Tribe are discovered during the implementation of an Undertaking, the Grantee will follow the procedures set out in the PA under “Unanticipated Discoveries” Stipulation VI(B).
3. NPS and Grantees shall ensure that its consultation with the other consulting parties shall be in compliance with Section 307103 of Title 54, (Section 304), which allows for confidentiality of location or cultural association, as well as other applicable laws.
4. The Indian Tribes listed below have indicated interest in the ESHPF funding as it relates to the affected areas. Individual tribes have specific preferences on how they wish to receive communication and must be contacted as appropriate and desired. Where no preferred communication method is noted, a written letter is the default mechanism.

### Contact List<sup>2</sup>

<b>Tribal Nation</b>	<b>Contact</b>	<b>Email</b>	<b>Preferred Communication Method</b>
Alabama-Coushatta Tribe of Texas	Mr. Bryant Celestine, THPO	celestine.bryant@actribe.org	Via email
Alabama-Quassarte Tribal Town	Mr. Russell Wind	<a href="mailto:rwind@alabama-quassarte.org">rwind@alabama-quassarte.org</a>	Via email
Catawba Indian Nation	Dr. Wenonah G. Haire, THPO and Catawba Cultural Center Executive Director	wenonah.haire@catawba.com	Via mail: Wenonah G. Haire, DMD Executive Director Catawba Cultural Center 1536 Tom Steven Road Rock Hill, SC 29730-9535
Chickahominy Indian Tribe	Stephen R. Adkins, Chief	stephen.adkins@chickahominytribe.org	Emailed on 12/18/20; Left voicemail for Stephen Adkins on 1/12/21 and no answer

<sup>2</sup> Contact information updated as of February 2021.

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

Tribal Nation	Contact	Email	Preferred Communication Method
			<p>on 1/28/2021 at (804) 829-2027 x1001</p> <p>Mailing Address: 8200 Lott Cary Road Providence Forge, VA 23140</p>
Chickahominy Indians - Eastern Division	Jessica Phillips; Gerald Stewart, Chief	jessica.phillips@cied.org jerry.stewart@cied.org	Via email (to Jessica Phillips and cc Jerry Stewart)
Choctaw Nation of Oklahoma	Dr. Ian Thompson, THPO	ithompson@choctawnation.com	Via email
Coushatta Tribe of Louisiana	Dr. Linda Langley, THPO	llangley@coushattatribela.org	Via email
Delaware Nation, Oklahoma	Ms. Erin Paden, Delaware Nation Historic Preservation Director	epaden@delawarenation-nsn.gov	Via email
Delaware Tribe of Indians	Susan Bachor, Preservation Representative (East Coast)	sbachor@delawaretribe.org	Via email
Eastern Band of Cherokee Indians	Mr. Russell Townsend, THPO	russtown@nc- cherokee.com; jerewils@nc- cherokee.com syerka@nc-cherokee.com	<p>Via Email and formal letter</p> <p>Emailed on 12/18/20; Contacted main phone line at (828) 497-7000 on 1/28/2021. THPO office was closed and could not confirm preferred contact method but Russell Townsend email address and mailing address confirmed as up to date by main office.</p> <p>Mailing Address: Qualla Boundary PO Box 455 Cherokee, NC 28719</p>

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

<b>Tribal Nation</b>	<b>Contact</b>	<b>Email</b>	<b>Preferred Communication Method</b>
Eastern Shawnee Tribe of Oklahoma	Mr. Paul Barton, THPO; Mr. Brett Barnes	<a href="mailto:PBarton@estoo.net">PBarton@estoo.net</a> ; <a href="mailto:bbarnes@estoo.net">bbarnes@estoo.net</a>	Via email, (both email addresses)
Miccosukee Tribe of Indians	Mr. Kevin Donaldson, Environmental Specialist	<a href="mailto:thpo@miccosukeetribe.com">thpo@miccosukeetribe.com</a>	Via email
Mississippi Band of Choctaw Indians	Ms. Phyliss J. Anderson, Chief; Mr. Kenneth Carleton, THPO	<a href="mailto:Phyliss.Anderson@choctaw.org">Phyliss.Anderson@choctaw.org</a> ; <a href="mailto:kcarleton@choctaw.org">kcarleton@choctaw.org</a>	Emailed on 12/18/20; Left voicemail for Fred Willis on 1/12/21 and no answer on 1/28/21 at (601) 663-7532 (Office of Public Information)  Mailing Address: Mr. Kenneth H. Carleton Tribal Historic Preservation Officer Mississippi Band of Choctaw Indians 101 Industrial Road PO Box 6257 Choctaw, MS 39350
Monacan Indian Nation	Ms. Kaleigh Pollak, Program Manager; Adrian Compton, Tribal Administrator	<a href="mailto:mnation538@aol.com">mnation538@aol.com</a> ; <a href="mailto:tribaloffice@monacannation.com">tribaloffice@monacannation.com</a> ; <a href="mailto:tribaladmin@monacannation.com">tribaladmin@monacannation.com</a>	Via email
Muscogee (Creek) Nation	Ms. RaeLynn Butler, Historic and Cultural Preservation Department, Manager	<a href="mailto:raebutler@mcn-nsn.gov">raebutler@mcn-nsn.gov</a> ; <a href="mailto:section106@mcn-nsn.gov">section106@mcn-nsn.gov</a>	Via email, (both email addresses)
Nansemond Indian Tribe	Nikki Bass; Keith Anderson	<a href="mailto:nikkibass@gmail.com">nikkibass@gmail.com</a> ; <a href="mailto:keithfanders@gmail.com">keithfanders@gmail.com</a>	Via email (both email addresses)
Pamunkey Indian Tribe	Mr. Terry Clouthier, Cultural Resource Director	<a href="mailto:terry.clouthier@pamunkey.org">terry.clouthier@pamunkey.org</a>	Via email
Rappahannock Tribe, Inc.	Ms. G. Anne Richardson	<a href="mailto:rappahannocktrib@aol.com">rappahannocktrib@aol.com</a> ;	Via email and formal letter:  Mailing Address:

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

<b>Tribal Nation</b>	<b>Contact</b>	<b>Email</b>	<b>Preferred Communication Method</b>
			Rappahannock Tribe Cultural Center, 5036 Indian Neck Road, Indian Neck, VA 23148
Sac & Fox Tribe of the Mississippi in Iowa	Mr. Johnathan L. Buffalo, Historic Preservation Director	director.historic@meskwaki-nsn.gov	Via email and formal letter: Mr. Johnathan L. Buffalo, Historic Preservation Director Historic Preservation Department 303 Meskwaki Road Tama, IA 52339
Tuscarora Nation	Ms. Rene Rickard, Director Tuscarora Environmental Office; Mr. Bryan Printup	<a href="mailto:rrickard@hetf.org">rrickard@hetf.org</a> ; <a href="mailto:bprintup@hetf.org">bprintup@hetf.org</a>	Via email (both email addresses)
Upper Mattaponi Tribe	Mr. Reggie Tupponce, Tribal Administrator	<a href="mailto:admin@umitribe.org">admin@umitribe.org</a>	Via email

**APPENDIX F: Consulting Parties List**

Invited Tribal Consulting Parties<sup>3</sup>

<b>Tribe or Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>Attended Tribal Consulting Parties Meeting (10/27/20)</b>
Alabama-Coushatta Tribe of Texas	Bryant Celestine, THPO	Celestine.Bryant@actribe.org	No
Alabama-Quassarte Tribal Town	Mr. Russell Wind	<a href="mailto:rwind@alabama-quassarte.org">rwind@alabama-quassarte.org</a>	No
Catawba Indian Nation	Dr. Wenonah G. Haire, Director, Catawba Cultural Center	By formal letter:  Wenonah G. Haire, DMD Executive Director Catawba Cultural Center 1536 Tom Steven Road Rock Hill, SC 29730-9535	No
Chickahominy Indian Tribe, Inc.	Stephen R. Adkins, Chief	<a href="mailto:stephen.adkins@chickahominytribe.org">stephen.adkins@chickahominytribe.org</a>	No
Choctaw Nation of Oklahoma	Ian Thompson, THPO	<a href="mailto:ithompson@choctawnation.com">ithompson@choctawnation.com</a>	Did not attend teleconference but expressed interest in reviewing Agreement; Copy sent by NPS on 12/21/2020
Coushatta Tribe of Louisiana	Linda Langley, THPO	<a href="mailto:llangley@mcneese.edu">llangley@mcneese.edu</a>	No
Delaware Nation, Oklahoma	Erin Paden	<a href="mailto:epaden@delawarenation-nsn.gov">epaden@delawarenation-nsn.gov</a>	No

<sup>3</sup> Contact information for the listed Tribes updated as of February 2021.

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

Tribe or Organization	Contact Name	Email/Contact Information	Attended Tribal Consulting Parties Meeting (10/27/20)
Eastern Band of Cherokee Indians	Russell Townsend, Tribal Historic Preservation Specialist	(828) 554-6851/ <a href="mailto:russtown@nc-choerokee.com">russtown@nc-choerokee.com</a> ; <a href="mailto:jerewils@nc-choerokee.com">jerewils@nc-choerokee.com</a> <a href="mailto:syerka@nc-choerokee.com">syerka@nc-choerokee.com</a>  Mailing Address: Qualla Boundary PO Box 455 Cherokee, NC 28719	No
Eastern Chickahominy Tribe	Doris Austin, Administrative Assistant	<a href="mailto:doris.austin@cied.org">doris.austin@cied.org</a>	No
Eastern Chickahominy Tribe	Gerald Stewart, Chief	<a href="mailto:wasandson@cox.net">wasandson@cox.net</a>	No
Eastern Chickahominy Tribe	Remedios Holmes, Tribal Administrator	<a href="mailto:remedios.holmes@cied.org">remedios.holmes@cied.org</a>	No
Eastern Shawnee Tribe of Oklahoma	Mr. Paul Barton, THPO; Mr. Brett Barnes	<a href="mailto:PBarton@estoo.net">PBarton@estoo.net</a> ; <a href="mailto:bbarnes@estoo.net">bbarnes@estoo.net</a>	No
Miccosukee Tribe of Indians	Mr. Kevin Donaldson, Environmental Specialist	<a href="mailto:thpo@miccosukeetribe.com">thpo@miccosukeetribe.com</a>	No
Mississippi Band of Choctaw Indians	Ms. Phyliss J. Anderson, Chief; Mr. Kenneth Carleton, THPO	<a href="mailto:Phyliss.Anderson@choctaw.org">Phyliss.Anderson@choctaw.org</a> ; <a href="mailto:kcarleton@choctaw.org">kcarleton@choctaw.org</a>  Mailing Address: Mr. Kenneth H. Carleton Tribal Historic Preservation Officer Mississippi Band of Choctaw Indians 101 Industrial Road PO Box 6257 Choctaw, MS 39350	No
Monacan Indian Nation	Kenneth Branham, Chief	<a href="mailto:mnation538@aol.com">mnation538@aol.com</a>	No
Monacan Indian Nation	Ms. Kaleigh Pollak, Program Manager; Adrian Compton, Tribal Administrator	<a href="mailto:mnation538@aol.com">mnation538@aol.com</a> ; <a href="mailto:tribaloffice@monacannation.com">tribaloffice@monacannation.com</a> ; <a href="mailto:tribaladmin@monacannation.com">tribaladmin@monacannation.com</a>	No

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

<b>Tribe or Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>Attended Tribal Consulting Parties Meeting (10/27/20)</b>
Muscogee (Creek) Nation	Ms. RaeLynn Butler, Historic and Cultural Preservation Department, Manager	<a href="mailto:raebutler@mcn-nsn.gov">raebutler@mcn-nsn.gov</a> ; <a href="mailto:section106@mcn-nsn.gov">section106@mcn-nsn.gov</a>	No
Nansemond Indian Tribe	Nikki Bass; Keith Anderson	<a href="mailto:nikkibass@gmail.com">nikkibass@gmail.com</a> ; <a href="mailto:keithfanders@gmail.com">keithfanders@gmail.com</a>	No
NATHPO	Valerie Grussing, Executive Director	<a href="mailto:valerie@nathpo.org">valerie@nathpo.org</a>	No
Pamunkey Indian Tribe	Terry Clouthier, Cultural Resource Director	<a href="mailto:Terry.clouthier@pamunkey.org">Terry.clouthier@pamunkey.org</a>	Did not attend teleconference but expressed interest in reviewing Agreement; Copy sent by NPS on 11/19/2020
Poarch Band of Creeks	Larry Haikey, THPO	<a href="mailto:thpo@pci-nsn.gov">thpo@pci-nsn.gov</a>	No
Rappahannock Tribe	Anne Richardson, Chief	<a href="mailto:rappahannocktrib@aol.com">rappahannocktrib@aol.com</a>  Mailing Address: Rappahannock Tribe Cultural Center, 5036 Indian Neck Road Indian Neck, VA 23148	No
Seminole Nation of Oklahoma	Edwin Marshall, THPO; Dr. Paul Backhouse, THPO	<a href="mailto:marshall.e@sno-nsn.gov">marshall.e@sno-nsn.gov</a> ; <a href="mailto:paulbackhouse@semtribe.com">paulbackhouse@semtribe.com</a>	No
Tuscarora Nation	Ms. Rene Rickard, Director Tuscarora Environmental Office; Mr. Bryan Printup	<a href="mailto:rrickard@hetf.org">rrickard@hetf.org</a> ; <a href="mailto:bprintup@hetf.org">bprintup@hetf.org</a>	No
Upper Mattaponi Tribe	Mr. Reggie Tupponce, Tribal Administrator	<a href="mailto:admin@umitribe.org">admin@umitribe.org</a>	No

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

<b>Tribe or Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>Attended Tribal Consulting Parties Meeting (10/27/20)</b>
USET	Liz Malerba, Policy and Legislative Affairs Director	lmalerba@usetinc.org	No

Invited Consulting Parties<sup>4</sup>

<b>Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>State</b>	<b>Attended Consulting Parties Meeting (11/17/20)</b>
Aberdeen, CLG	Kathy Blake	Kblake@townofaberdeen.net	NC	No
Alamance County, HPC, CLG	Tonya Caddle	tonya.caddle@alamance-nc.com	NC	No
Albany - CLG	Carolynn L. Segers	CSegers@albanyga.gov	GA	No
American Institute of Architects (AIA)	Ms. L Jane Frederick; Peter J. Exley	jane frederick@aia.org; peter@architectureisfun.com	N/A	Yes (Blake Nanney, govaffs@aia.org blakenanney@aia.org; Kara Kempfski, karakempfski@aia.org)
Americus - HPC	Debbie Bell	dbell@americusga.gov	GA	No
Arabia Mountain (National Heritage Area)	Revonda Cosby	revonda@arabiaalliance.org	GA	No
Ashburn - CLG	Sandra Lumpkin	njdl@windstream.net	GA	No
Augusta Canal (National Heritage Area)	Dayton Sherrouse; Margaret Harrison	sherrouse@augustacanal.com; mharrison@augustacanal.com	GA	No
Bainbridge - CLG	Amanda Glover	amandag@bainbridgecity.com	GA	No
Beaufort County, CLG	Kyle Garner	k.garner@beaufortnc.org	NC	No
Bennettsville, CLG	Holly Swann	hollyherndon@mecsc.net	SC	No
Blacksburg, CLG	Maeve Gould	mgould@blacksburg.gov	VA	No

<sup>4</sup> Contact Information for Consulting Parties updated as of February 2021. Contact information for Certified Local Governments can also be found on the [NPS STLPG website](#).

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

<b>Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>State</b>	<b>Attended Consulting Parties Meeting (11/17/20)</b>
Blue Ridge (National Heritage Area)	Angie Chandler	angie@blueridgeheritage.com	NC	No
Brunswick Museum and Historical Society	N/A	brunswickmuseum@peoplepc.com	VA	No
Burlington, HPC, CLG	Daniel Beal	dbeal@burlingtonnc.gov	NC	No
Byron - CLG	Tiffany Sandefur	tsandefur@byronga.com	GA	No
Camilla - HPC	Don Gray	don.gray@cityofcamilla.com	GA	No
Cary, CLG	Anna Reading	anna.readling@townofcary.org	NC	No
Central Savannah River Area RC	Anne Floyd	afloyd@csrarc.ga.gov	GA	No
Chapel Hill, CLG	Jake Lowman	jlowman@townofchapelhill.org	NC	No
Charlotte County Historical and Genealogical Society	Charlotte County Historical and Genealogical Society	charlottecty@yahoo.com	VA	No
Charleston, CLG	Dennis Dowd	dowdd@charleston-sc.gov	SC	No
Cheraw, CLG	Rodney Tucker	rtucker@cheraw.com	SC	No
Chesterfield County Historic Preservation Commission	Betty Lynn Watson	cftmclerk@shtc.net	SC	No
Chickasaw (CLG)	Judi Smith	cityclerk@ci.chickasaw.al.us	AL	No
City of Danville - CLG	Renee Burton	burtotr@danvilleva.gov	VA	No
City of Richmond - CLG	Chelsea Jeffries	Chelsea.Jeffries@richmondgov.com	VA	No
Coastal Georgia RC	Eric Landon	elandon@crc.ga.gov	GA	No

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<b>Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>State</b>	<b>Attended Consulting Parties Meeting (11/17/20)</b>
Colquitt - HPC	Cory Thomas	cthomas@colquittga.org	GA	Yes (Jayme Smith jayme@flintriverkeeper.org)
Concord, CLG	Scott Sherill	sherrills@ConcordNC.gov	NC	No
Conway, CLG	Adam Emrick	aemrick@cityofconway.com	SC	No
Cordele - CLG	Irene Sias Cantrell	irenecantrell@cityofcordele.com	GA	No
Danville Historical Society	Dave Corp; Kendall Ratcliffe	davide5552@comcast.net; kendall@middleborderforward.org	VA	No
Darlington Historical Commission	Brian E. Gandy	bgandy@darlesc.net	SC	No
Davidson County, CLG	Chad Hall	chall@townofdavidson.org	NC	No
Decatur County, CLG	Angela Threadgill	Angela.Threadgill@decaturga.com	GA	No
Dillon County, CLG	Maggie Riales	mardillon@bellsouth.net	SC	No
Donalsonville - HPC	Steven Hicks	shicks@donalsonvillega.org	GA	No
Dothan (CLG)	Anthony Vallone	avallone@dothan.org	AL	No
Douglas - CLG	Georgia Henderson	ghenderson@cityofdouglas.com	GA	No
Dublin - CLG	Alan Scarborough	scarbrougha@cityofdublin.org	GA	No
Durham County, CLG	Steve Cruse	steve.cruse@durhamnc.gov	NC	No
Durham HPC - CLG	Karla Rosenberg	karla.rosenberg@durhamnc.gov	NC	No
Eatonton - HPC	Lyn Romine	tlhendren@gmail.com	GA	No
Eden, CLG	Debra Galloway	dgalloway@edennc.us	NC	No
Essex County Museum and Historical Society	Carl Strock	info@ecmhs.org	VA	No
Farmville - Prince Edward	Jimmy Hurt	ecovington@centurylink.net	VA	No

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<b>Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>State</b>	<b>Attended Consulting Parties Meeting (11/17/20)</b>
County Historical Society				
Fayetteville, CLG	Taurus Freeman	tfreeman@ci.fay.nc.us	NC	No
Federal Emergency Management Agency (FEMA)	John Ketchum	john.ketchum@fema.dhs.gov	All	No
Fitzgerald - CLG	Cam Jordan	camjordan@mchsi.com	GA	No
Florence City & County Historical Commission	Ms. Marshall Yarborough	ThamesRMRD@aol.com	SC	No
Forsyth County, CLG	Michelle McCullough	michellem@cityofws.org	NC	No
Fort Valley - CLG	Karin Vinson	kvinson@fortvalleyga.org	GA	No
Georgetown County, CLG	Rick Martin	rmartin@cogsc.org	SC	No
Gray - CLG	Haley Watson	Haley@jonescounty.org	GA	No
Greensboro, CLG	Mike Cowhig	mike.cowhig@greensboro-nc.gov	NC	No
Greenville, CLG	Chantae Gooby	cgooby@greenvillenc.gov	NC	No
Guilford County, CLG	Matthew Talbot	mtalbott@co.guilford.nc.us	NC	No
Gullah Geechee (Cultural Heritage Corridor)	Page Meyer; Dionne Hoskins-Brown	admin@gullahgeecheecorridor.org; dionne.hoskins-brown@noaa.gov	FL; GA; NC; SC	No
Halifax County Historical Society	Barbara Bass	bdbass@estone.net	VA	No
Hartsville, CLG	Brenda Kelly	brenda.kelly@hartsvillesc.gov	SC	No
Hawkinsville - CLG	Sara Myers	sara@hawkinsvillega.net	GA	No

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<b>Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>State</b>	<b>Attended Consulting Parties Meeting (11/17/20)</b>
Heart of Georgia-Altamaha Regional Commission (RC)	Robin Nail	rbnail@hogarc.org	GA	No
High Point, CLG	David Fencl	david.fencl@highpointnc.gov	NC	No
Hillsborough HDC - CLG	Justin Snyder	Justin.Snyder@hillsboroughnc.gov	NC	No
Historic Cheraw, Inc	Sarah Spruill	sarahcspruill@gmail.com	SC	No
Historic Richmond Foundation	Cyane Crump	ccrump@historicrichmond.com	VA	No
Historical Society of Western Virginia (Roanoke County)	N/A	info@vahistorymuseum.org	VA	No
Horry County, CLG	Mary Catherine Hyman	hymanm@horrycounty.org	SC	No
James City County Historical Commission	N/A	planning@jamescitycountyva.gov	VA	No
Jefferson County, CLG	Beth Laughinghouse	<a href="mailto:blaughinghouse@cityofjeffersonga.com">blaughinghouse@cityofjeffersonga.com</a>	GA	No
Jones County -CLG	Jason Rizner; Jason McSwain	jason.rizner@jonescountyga.org; Jason.McSwain@jonescountyga.org	GA	No
Journey Through Hallowed Ground (National Heritage Area)	Bill Sellers; Michelle Burrelli	bill@jthg.org; michelle@jthg.org	VA	No
King & Queen County Historical Society	N/A	history@kingandqueenmuseum.org	VA	No

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<b>Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>State</b>	<b>Attended Consulting Parties Meeting (11/17/20)</b>
King William Historical Society	Sally Pearson	kwhs@kingwilliamhistory.org	VA	No
Kinston, CLG	Adam Short	adam.short@ci.kinston.nc.us	NC	No
Laurinburg HPC	Brandi Deese	bdeese@laurinburg.org	NC	No
Lexington, CLG	Trey Cleaton	PSCleaton@LexingtonNC.gov	NC	No
Lilly - CLG	Gloria Royal	gloriaroyal@gmail.com	GA	No
Lunenburg County Historical Society	N/A	woodpark1@earthlink.net	VA	No
Marlborough Historical Society	N/A	marlborough@mecsc.net	SC	No
Marshallville - CLG	Valerie Davis	valeriedavis@cityofmarshallville.org	GA	No
Martinsville-Henry County Historical Society	Glenn E. Wood	mhchistoricalociety@gmail.com	VA	No
Mathews County Historical Society	Reed Lawson	reed.lawson8880@gmail.com	VA	Yes (Reed Lawson)
Mecklenburg County Historical Society	Linda Dalton	contact@meckdec.org	VA	No
Middle Georgia RC	Greg Boike	gboike@mg-rc.org	GA	No
Middle Peninsula African-American Genealogical and Historical Society of Virginia (MPAAGHS)	Bessida Cauthorne White, President	cauthornewwhite@gmail.com	VA	No

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<b>Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>State</b>	<b>Attended Consulting Parties Meeting (11/17/20)</b>
Millen-Jenkins County - HPC	Art Johnson	ahometown@bellsouth.net	GA	No
Mobile County, CLG	Paige Largue; Christine Dawson	paige.largue@cityofmobile.org; christine.dawson@cityofmobile.org	GA	Yes (Christine Dawson)
Monroe, CLG	Keri Mandler	kmandler@monroenc.org	NC	No
Montezuma - CLG	Joyce Hardy	cityofmtz@windstream.net	GA	No
Monticello (city of), CLG	Emily Anderson	eanderson@mymonticello.net	FL	No
Mooresville, CLG	Tim Brown	tbrown@mooresvillenc.gov	NC	No
Moultrie - CLG	Daniel Parrish	daniel.parrish@moultriega.com	GA	No
Mount Airy, CLG	Ben Barcroft	planning@mountairy.org	NC	No
Muscle Shoals (National Heritage Area)	Carrie Barske	cbarske@una.edu	AL	No
Nashville - HPC	Henry Yawn	(229) 686-6558, ext. 209; (229) 356-3665; 909 North Davis Street, Nashville, GA 31639	GA	No
National Alliance of Preservation Commissions (NAPC)	Stephanie Paul	stephanie@napcommissions.org	N/A	No
National Association of Tribal Historic Preservation Officers (NATHPO)	Valerie Grussing	valerie@nathpo.org	N/A	*Could not attend teleconference but expressed interest in still receiving an electronic copy of the Agreement to review
National Main Street Center, Inc.	Patrice Frey	pfrey@savingplaces.org	N/A	Yes (Lindsey Wallace, LWallace@s

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Florence and Michael, and Super Typhoon Yutu.

<b>Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>State</b>	<b>Attended Consulting Parties Meeting (11/17/20)</b>
				avingplaces.org)
National Trust for Historic Preservation (NTHP)	Paul Edmondson	pedmondson@savingplaces.org	N/A	No
Nelson County Historical Society	Deborah Harvey	info@nelsonhistorical.org	VA	No
New Bern HPC - CLG	Matt Schelly	SchellyM@newbernnc.gov	NC	No
NPS National Historic Landmarks Northeast Regional Office (Interior Region 1)	Shaun Eyring (Chief, Cultural Resources); Amanda Casper (Historian); Bethany Serafine (Historian)	nps_nhl_nereview@nps.gov; ner_nhl@nps.gov; Shaun_Eyring@nps.gov; Amanda_Casper@nps.gov; Bethany_Serafine@nps.gov	CT, DE, ME, MD, MA, NH, NJ, NY, PA, RI, VT, VA, WV	No
NPS National Historic Landmarks Pacific West Regional Office (Interior Regions 9, 10 & 12)	David Louter (Chief, Cultural Resources Program)	David_Louter@nps.gov	AS, CA, CNMI, FSM, GU, HI, ID, NV, UMI, OR, RMI, Palau, WA	No
NPS National Historic Landmarks Southeast Regional Office (Interior Region 2)	Ellen Rankin (Acting Regional Program Manager); Simone Monteleone (Chief, Cultural Resources, Partnerships, and Science Division)	Gwilym_Rankin@nps.gov; <u>simone_monteleone@nps.gov</u>	AL, FL, GA, KY, LA, MS, NC, PR, SC, TN, VI	Yes (Ellen Rankin)

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<b>Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>State</b>	<b>Attended Consulting Parties Meeting (11/17/20)</b>
Nottoway County Historical Association	John N. Prorise	nottoway@nottoway.org	VA	No
Ocilla - HPC	Matt Seale; Earl Denham	mayor@cityofocillaga.net; efdenham@gmail.com	GA	No
Orange County HPC - CLG	Peter Sandbeck	psandbeck@orangecountync.gov	NC	No
Oxford, CLG	Cheryl Hart	cheryl_hart@oxfordnc.org	NC	No
Pelham - CLG	Alyssa Blakley	ablakley@cityofpelhamga.com	GA	No
Pittsylvania Historical Society	Larry Aaron	pcol767@gmail.com	VA	No
Plains - CLG	Donna Windham	clerk@plainsgeorgia.org	GA	No
Preservation South Carolina	Mike Bedenbaugh	Mike@preservesc.org	SC	No
Preservation Virginia	Elizabeth Kostelny	ekostelny@preservationvirginia.org	VA	No
Pulaski County, CLG	Justin Sanders	jsanders@pulaskitown.org	VA	No
Quincy, CLG	Bernard Pewah	bpiawah@myquincy.net	FL	No
Quitman - HPC	Janice Jarvis	janice.jarvis@ymail.com	GA	No
Richland - HPC	Chip Jones	richlandevents@att.net	GA	No
River Valley RC	Allison Slocum	aslocum@rivervalleyrc.org	GA	No
Salisbury, HPC, CLG	Kyle Harris	kharr@salisburync.gov	NC	No
Sanford HPC - CLG	Liz Whitmore	liz.whitmore@sanfordnc.net	NC	No
Shenandoah Valley Battlefields (National Historic District)	Keven Walker	kwalker@svbf.net	VA	No
Smithfield HPC	Mark Helmer	mark.helmer@smithfield-nc.com	NC	No

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<b>Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>State</b>	<b>Attended Consulting Parties Meeting (11/17/20)</b>
South Carolina (National Heritage Corridor)	Michelle McCollum	michelle@scnhc.com	SC	No
Southern African American Heritage Center	N/A	southernaaheritagecenter@gmail.com	SC	No
Southern Georgia RC	Michael Jacobs	mjacobs@sgrc.us	GA	No
Southern Pines, CLG	Suzy Sutphin	ssutphin@southernpines.net	NC	No
Southwest Georgia RC	Barbara Reddick	breddick@swgrc.org	GA	No
Sparta-Hancock County - CLG	Broderick Foster	countyclerk@hancockcountyga.gov; bird-campbellhouse@att.net	GA	Yes (Griffith Polatty; Mayor Allen Haywood)
Statesville, CLG	Marci Sigmon	msigmon@statesvillenc.net	NC	No
Summerville, CLG	Meredith Detsch; Jessi Shuler	mhdetsch@summervillesc.gov; JShuler@SummervilleSC.gov	SC	No
Sumter, CLG	Helen Roodman	hroodman@sumter-sc.com	SC	No
Swansboro HDC	Jennifer Ansell	jansell@ci.swansboro.nc.us	NC	No
Sylvania - HPC	Stacy Mathis	csylv@planters.net	GA	No
Tallahassee/Leon County, CLG	Melissa Stoller, PhD	melissataltrust@comcast.net	FL	No
Tennille - HPC	D'Ann Simpson	info@tennille-ga.gov	GA	No
Thomasville - CLG	Kenneth Thompson	kenneth.thompson@thomasville.org	GA	No
Thomasville, CLG	Chuck George	chuck.george@thomasville-nc.gov	NC	No
Tifton, CLG	Danny Wallace; Cherry Clair	dwallace@tifton.net; cclair@tifton.net	GA	No

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<b>Organization</b>	<b>Contact Name</b>	<b>Email/Contact Information</b>	<b>State</b>	<b>Attended Consulting Parties Meeting (11/17/20)</b>
US Department of Housing and Urban Development (HUD)	Nancy Boone	Nancy.E.Boone@hud.gov	All	Yes (Nancy Boone)
Vienna, CLG	Janet Joiner	janet.joiner@cityofvienna.org	GA	No
Wakulla County, CLG	Melissa Corbett	mcorbett@mywakulla.com	FL	No
Washington County	Anne Floyd	afloyd@csrarc.ga.gov	GA	No
Washington HDC - CLG	Domini VJ Cunningham	dcunningham@washingtonnc.gov	NC	No
Waynesboro	Don Lively	dlively@waynesboroga.com	GA	No
Williamsburg city, CLG	Erin Burke	eburke@williamsburgva.gov	VA	No
Wilmington HPC - CLG	Christine Hughes	christine.hughes@wilmingtonnc.gov	NC	Yes (Ivy Freitag, ivy.freitag@wilmingtonnc.gov)
Wilson County, CLG	Dana Corson	dcorson@wilsonnc.org	NC	No

**APPENDIX G: NPS Staff List and Contact Information**

U.S. Department of the Interior  
National Park Service  
Cultural Resources, Partnerships, and Science Directorate  
State, Tribal, Local, Plans & Grants Division  
1849 C Street NW (Mail Stop 7360) Washington, DC 20240  
Phone: 202-354-2020  
Email: STLPG@nps.gov

Megan Brown, Chief  
202-354-2062  
megan\_brown@nps.gov

Seth Tinkham – Lead for Hurricanes Florence and Michael, and Typhoon Yutu Disaster Relief  
202-354-2045  
seth\_tinkham@nps.gov

Jennifer Wellock – Compliance Lead  
202-354-2039  
jennifer\_wellock@nps.gov

James Alvey – Grant Manager  
202-354-2070  
james\_alvey@nps.gov

## APPENDIX H: NPS Regional Offices Contact List

National Park Service National Historic Landmarks Program Staff<sup>5</sup>:

### Alaska Regional Office (Interior Region 11)

240 W. 5<sup>th</sup> Ave                      **VOICE 907/644-3461**

Anchorage, AK 99501                **FAX 907/644-3811**

**Rhea Hood** (Archeologist) - **3460**

**Darrell Lewis** (Historian) – **3470**

**John Wachtel** (Historical Architect) – **3459**

### Intermountain Regional Office (Interior Regions 6, 7 & 8)

P.O. Box 25287                      **VOICE 303/969-2882**

Denver, CO 80225-0287              **FAX 303/987-6675**

Shipping: 12795 West Alameda Pkwy Lakewood, CO 80228

*AZ, CO, MT, NM, OK, TX, UT, WY*

**Justin Henderson** (Program Manager) Heritage Partnerships

– **2540**

**Astrid Liverman** (Historian) **987-6690** **Skylar Bauer** (Archeologist) – **2842**

**Jennifer Bryant** (Historian) – **2232**

**Tom Keohan** (Historical Architect) – **2897**

### Midwest Regional Office (Interior Regions 3, 4 & 5)

601 Riverfront Drive                **VOICE 402/661-1904**

Omaha, NE 68102                    **FAX 402/661-1982**

**Rachel Franklin-Weekley** (Chief, Historic Preservation Partnerships) – **1928 IN**

**Mark Buechel** (Historical Architect) – **1920 MO, WI**

**Geoffrey Burt** (Historical Landscape Architect) – **1918 IA, OH**

**Alesha Cerny** (Historian) – **1948 AR, IL, MN**

**Dena Sanford** (Architectural Historian) **308/436-9797 KS, MI, NE c/o Agate Fossil Beds Monument**

*301 River Road*

*Harrison, Nebraska 69346*

**Dawn Bringelson** (Archeologist) **402-437-5392 ext. 105 ND, SD**

*Midwest Archeological Center*

*100 Centennial Mall North, Room 474*

*Lincoln, Nebraska 68508*

### Northeast Regional Office (Interior Region 1)

1234 Market Street, 20th Fl.        **VOICE 215/597-1578**

Philadelphia, PA 19107

*ner\_nhl@nps.gov; nps\_nhl\_nereview@nps.gov* (Section 106 reviews)

*CT, DE, ME, MD, MA, NH, NJ, NY, PA, RI, VT, VA, WV*

**Shaun Eyring** (Chief, Cultural Resources) – **8850**

**Bonnie Halda** (Program Manager, History & Preservation Assistance) – **5028**

**Amanda Casper** (Historian) – **1655**

**Sarah Killinger** (Community Planner) – **2159**

**Dennis Montagna** (Historian) – **5824**

**Kathy Schlegel** (Historical Landscape Architect) – **6486**

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<sup>5</sup> Contact information for NPS National Historic Landmarks program staff updated as of February 2021.

**Bethany Serafine** (Historian) **802/457-3368**; (cell) **617/455- 5778** (Boston)  
**Catherine Turton** (Community Planner) – **1726**

**Pacific West Regional Office (Interior Regions 9, 10 & 12)**

*AS, CA, CNMI, FSM, GU, HI, ID, NV, UMI, OR, RMI, Palau, WA*

**Honolulu**

300 Ala Moana Boulevard

Box 50165, Room 6-226

Honolulu, HI 96850

**FAX 808/541-3696**

**Melia Lane-Kamahele** (Mgmt. Asst.) **808/541-2693 x729**

**San Francisco**

333 Bush Street, Suite 500

San Francisco, CA 94104-2828 **FAX 415/773-8321**

**Elaine Jackson-Retondo** (NHL Prgm. Mgr.) **415/623-2368**

**Aaron Smith** (Historical Architect) **415/623-2358**

**Kirstie Haertel** (Archeologist) **206/220-4136** (Seattle)

**Christopher E. Johnson** (Historian) **206/220-4141** (Seattle)

**Southeast Regional Office (Interior Region 2)**

Atlanta Federal Center, 1924 Building

100 Alabama Street, SW **VOICE 404/507-5792**

Atlanta, GA 30303 **FAX 404/562-3202**

*AL, FL, GA, KY, LA, MS, NC, PR, SC, TN, VI*

**Cynthia Walton** (Acting Branch Chief, Research and Science) – **5792**

**Ellen Rankin** (Acting Regional Program Manager) – **5791**

*Stationed at SEAC, Tallahassee, FL:*

**Mike Russo** (Archeologist) **850/580-8464**

**Margo Schwadron** (Archeologist) – **8458**

**Jeffrey Shanks** (Archeologist) – **8460**

**National Capital Region (National Capital Area)**

1100 Ohio Drive, SW

Washington, DC 20242

**Kathryn Smith** (NHL/NR Coordinator) **202/619-7180**

**Perry Wheelock** (Associate Regional Director) – **7087**

**National Historic Landmarks Program, WASO**

1849 C St. NW, Mail Stop 7228 **VOICE 202/354-2210**

Washington, DC 20240 **FAX 202/371-2229**

**Sherry Frear** (Chief, NR/NHL Programs) – **22xx**

**Caridad de la Vega** (Historian) – **2253**

**Julie Ernstein** (Supervisory Archeologist) – **2217**

**Patty Henry** (Historian) – **2216**

**Roger Reed** (Historian) – **2278**

**Michael P. Roller** (Archeologist) – **2125**

**Barbara Wyatt** (Historian) – **2252**

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**Park History Program, WASO**

**Turkiya Lowe** (Chief Historian) – 2214

**Kelly Spradley-Kurowski** (Historian) – 2266