

1 ***DRAFT***

2 PROGRAMMATIC AGREEMENT

3 AMONG

4 THE FEDERAL EMERGENCY MANAGEMENT AGENCY,

5 THE ALASKA STATE HISTORIC PRESERVATION OFFICE, AND

6 THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY

7 MANAGEMENT

8

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

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

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26 **WHEREAS**, FEMA has determined that many of its Programs or activities at its facilities may
27 constitute Undertakings (as defined by 16 U.S.C. § 470w and 36 CFR § 800.16(y)) that may
28 affect properties listed in or eligible for listing in the National Register of Historic Places
29 ('historic properties' as defined at 36 CFR § 800.11(f)), and FEMA has consulted with the Alaska
30 State Historic Preservation Officer (SHPO) pursuant to Section 106 of the National Historic
31 Preservation Act (NHPA), Pub. L. No. 89-665 (1966) (codified as amended at 16 U.S.C. § 470f)
32 and Section 110 of NHPA (codified as amended at 16 U.S.C. §470h-2), and the Section 106
33 implementing regulations at 36 CFR Part 800; and

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35 **WHEREAS**, FEMA and the SHPO have agreed that a Programmatic Agreement (Agreement) (in
36 accordance with 36 CFR § 800.14(b) is the best mechanism to govern Section 106 review of
37 FEMA undertakings and programs; and

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39 **WHEREAS**, FEMA has invited the Advisory Council on Historic Preservation (ACHP) to enter
40 into formal consultation and become a signatory party to this Agreement, thus affording the
41 ACHP a reasonable opportunity to comment on all Programs identified in Appendix A, and the
42 ACHP has declined to formally consult or to become a signatory [*Pending notification and*
43 *response*]; and

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45 **WHEREAS**, in order to implement its Programs, FEMA will provide assistance to Tribes; and
46 the State of Alaska or Fiduciary Agents who may in turn provide that assistance to eligible
47 subgrantees, and as such, the Alaska Division of Homeland Security and Emergency Management
48 (Grantee), who is typically responsible for administering these Programs for the State of
49 Alaska, has participated in this consultation, and has been invited to enter into this Agreement as
50 a signatory party; and

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52 **WHEREAS**, FEMA may perform direct Undertakings in order to implement its Programs; and

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54 **WHEREAS**, FEMA has determined that many of its Programs may constitute Undertakings with
55 the potential to affect historic properties having religious and/or cultural significance to Alaskan
56 Native Tribes, Associations, Villages, Communities or Councils (Tribes); including sites that may
57 contain human remains and/or associated cultural items; and

58 **WHEREAS**, there are 229 Federally recognized Tribes (native villages, village corporations,
59 regional corporations) that have Tribal lands or Tribal interests in the State of Alaska, as
60 enumerated in Appendix B, and, in meeting its Federal trust responsibility, FEMA has afforded
61 the Tribes a reasonable opportunity to comment on and participate in this Agreement to help
62 fulfill the requirements of Section 106;

63 **NOW, THEREFORE**, FEMA, the Grantee, and SHPO agree that these Programs in the State of
64 Alaska shall be administered in accordance with the following Stipulations to satisfy FEMA's
65 Section 106 responsibilities for all Undertakings and effectively integrate historic preservation
66 compliance considerations into the delivery of FEMA assistance. FEMA will not authorize
67 implementation of an individual Undertaking until Section 106 review of the project is completed
68 pursuant to this Agreement.

69 **STIPULATIONS**

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71 To the extent of its legal authority, and in coordination with the Signatories, FEMA will ensure
72 that the following measures be implemented:

73 **I. GENERAL**

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75 A. Applicability

- 76
77 1. The execution of this Agreement supersedes the terms of any previously executed
78 FEMA NHPA Programmatic Agreement in the State of Alaska.
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80 2. This Agreement may apply to Undertakings involving multiple Federal agencies and
81 where some or all of the Federal agencies involved in the Undertaking agree that
82 FEMA be the lead Federal agency pursuant to 36 CFR § 800.2(a)(2), FEMA will act
83 on the collective behalf of the agencies to fulfill all Section 106 responsibilities, with
84 appropriate notification to the SHPO. Federal agencies that do not agree that FEMA
85 be the lead Federal agency shall remain individually responsible for their compliance
86 with Section 106 and 36 CFR Part 800.

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3. In the event of a Stafford Act major disaster or emergency declaration (Declaration), State, Tribal and local governments may lack the capability to perform or to contract for emergency work, and instead request that the work be accomplished by a Federal agency. Through a mission assignment (MA), FEMA may direct appropriate Federal agencies to perform the work. This Agreement will apply to such Federal assistance undertaken by or funded by FEMA pursuant to Titles IV and V of the Stafford Act and 44 CFR Part 206.

4. If another Federal agency has coordinated review with the SHPO within the past 10 years, or a FEMA applicant, in anticipation of a grant award, has coordinated review with the SHPO; FEMA has no further requirement for Section 106 review provided that it confirms that the scope and effect [as defined by 36 CFR § 800.16(i)] of the Undertaking as previously reviewed has not changed and that needed SHPO and Tribal consultation in accordance with 36 CFR Part 800 and any other applicable Federal requirements have been completed.
 - a. For FEMA undertakings that are also within the Federal Communications Commission’s (FCC) jurisdiction and within the scope of its Section 106 Programmatic Agreements for communication facilities, per the ACHP’s October 23, 2009 Program Comment; FEMA defers historic review to FCC’s applicable Agreement. The approval of funding will be conditioned on the applicant’s compliance with FCC’s applicable historic review requirements, including needed Tribal consultation. FEMA’s notification to the SHPO will be satisfied through this Agreement’s annual reporting requirement in Stipulation I.B.1.e.
 - b. FEMA shall document these findings to the project files in order to confirm that the requirements of Section 106 have been satisfied. Should FEMA determine that the previous Section 106 review was insufficient or involved interagency disagreements on eligibility, effect, or mitigation, FEMA shall conduct additional Section 106 review in accordance with the terms of this Agreement.

5. FEMA has determined that activities listed in Appendix C are either exempt or have no potential to affect historic properties and FEMA has no further Section 106 responsibilities, pursuant to 36 CFR § 800.3(a)(1);

6. The terms of this Agreement will not apply to Undertakings on Tribal (reservation) lands unless the affected Tribe has concurred in writing.

7. Any FEMA Programs authorized by the United States Congress in the future may be included in this Agreement in accordance with Stipulation IV.A. Amendments. Any change in the FEMA name, Programs, or organizational structure will not affect this Agreement.

132 B. Roles and Responsibilities of the Signatories

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134 1. FEMA:

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- 136 a. FEMA may use Federal, State, subgrantee, Tribe, or contractor staff whose
137 qualifications meet the Secretary of the Interior's (Secretary's) Professional
138 Qualifications Standards (Professional Qualifications) set forth in the Federal
139 Register at 48 Fed. Reg. 44716-01 (September 29, 1983), as amended from time to
140 time. FEMA's Federal Preservation Officer (FPO), or designee, shall determine
141 whether such staff meets the Secretary's Professional Qualifications Standards in
142 the respective discipline(s) in initiating the process, completing identification and
143 evaluations of historic properties, and in making findings of effects. FEMA will
144 review any National Register eligibility determination and make its own findings
145 of effect resulting from the performance of these activities prior to submitting such
146 determinations to the SHPO and affected Tribes.
- 147
- 148 i. FEMA acknowledges that Tribes possess special expertise in assessing the
149 National Register eligibility of properties with religious and/or cultural
150 significance to them. Tribal leaders and, as appropriate, their representatives
151 shall decide who meets qualifications/standards as defined by their Tribes for
152 review of Undertakings affecting properties with religious and/or cultural
153 significance to Tribes.
- 154
- 155 b. In accordance with 36 CFR § 800.2(c)(4), FEMA may authorize the Grantee, or a
156 subgrantee through the Grantee, to initiate the Section 106 process, including
157 initiation of consultation with the SHPO on its behalf, conduct identification and
158 evaluation, and make a finding of effects. FEMA shall conduct all necessary
159 consultation with affected Tribes.
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- 161 c. In instances where FEMA requests another Federal agency, State agency, or Tribe
162 to perform historic preservation review on its behalf, FEMA may provide funding
163 for these delegated activities.
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- 165 d. Prior to authorizing the release of funds for individual Undertakings requiring
166 grant conditions pursuant to this Agreement, FEMA will inform the Grantee of all
167 stipulations and conditions to ensure that they are understood so they can be
168 adequately conveyed to the subgrantee.
- 169
- 170 e. FEMA shall provide the Signatories with an annual report for the previous
171 calendar year by January 31st of each year that this Agreement is in effect. This
172 annual report will summarize the actions taken to implement the terms of this
173 Agreement, statistics on Undertakings reviewed, and recommend any actions or
174 revision to be considered.
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- 176 f. FEMA will confer annually and as necessary with Signatories to this Agreement
177 within 45 days after issuance of the annual report, to review the report and/or
178 discuss issues and concerns in greater detail.
179
- 180 g. FEMA shall notify the SHPO and affected Tribe(s), as soon as practicable
181 following a Declaration, provide disaster-specific points of contact, and pertinent
182 information about the disaster.
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- 184 h. FEMA may convene an initial disaster scoping meeting with Signatories as soon as
185 practicable after each Declaration to address disaster-specific issues and
186 procedures.
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- 188 i. FEMA shall ensure that all documentation resulting from Undertakings reviewed
189 pursuant to this Agreement shall be consistent with 36 CFR § 800.11(d-g),
190 applicable SHPO and Tribal formats and guidelines, and the confidentiality
191 provisions of 36 CFR § 800.11(c).

192 2. SHPO:

- 193 a. SHPO shall review FEMA's determinations of the Area of Potential Effects
194 (APE), National Register eligibility determinations, and FEMA's effect findings
195 and provide comments within timeframes required by this Agreement (Stipulation
196 I.E. Timeframes).
197
- 198 b. Upon request and memorialized in a separate data sharing agreement, the SHPO
199 will provide FEMA/and or its designee(s) with available information about historic
200 properties (such as access to online systems or site files, GIS data, survey
201 information, geographic areas of concern). Only qualified FEMA staff and/or its
202 qualified designee(s) shall be afforded access to protected cultural resources
203 information.
204
- 205 c. The SHPO will identify staff or consultants to assist FEMA staff with its Section
206 106 responsibilities, and identify, in coordination with FEMA, specific activities
207 that SHPO may perform for specific Undertakings as agreed to in writing with
208 FEMA.
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- 210 d. When requested, SHPO staff will be available as a resource and for informal
211 consultation through site visits, written requests, telephone conversations or
212 electronic media. In those instances where informal consultation with SHPO has
213 occurred, a written notice (via e-mail or regular mail) will be sent to SHPO to
214 confirm any decisions that were reached.
215
- 216 e. The SHPO or SHPO staff may participate in initial disaster scoping for each
217 Declaration.
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- 219 f. The SHPO may assist local jurisdictions or the Grantee with advance planning
220 efforts to consider historic properties related to their preparedness, homeland
221 security, response, recovery, and mitigation programs, for which FEMA funding
222 may be requested.
223
- 224 g. The SHPO will assist FEMA in identifying consulting parties, including any
225 communities, Tribes, organizations, or individuals that may have an interest in a
226 specific Undertaking and its effects on historic properties.
227
- 228 h. SHPO shall participate in annual reviews convened by FEMA to review the
229 effectiveness of this Agreement.

230 3. Grantee:

- 231 a. The Grantee will work in partnership with FEMA to ensure that all its subgrantees
232 are informed of Section 106 requirements as outlined in this Agreement. This
233 includes ensuring that subgrantees understand and acknowledge conditions and
234 potential requirements (including need to plan, budget, and time mitigation
235 measures) that may be placed upon Undertakings as a result of Section 106
236 consultation and the provisions of this Agreement.
237
- 238 b. The Grantee should inform local jurisdictions, other state agencies, and potential
239 FEMA applicants; through existing planning, preparedness, response, recovery,
240 and/or mitigation training or workshop venues how to consider historic properties
241 that may be impacted by their actions; in particular following a disaster where
242 work must proceed and a Declaration has yet to be issued.
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- 244 c. The Grantee will ensure that subgrantees understand that failure to comply with
245 the terms of this Agreement and any project-specific conditions could jeopardize
246 FEMA funding.
247
- 248 d. The Grantee will notify FEMA as soon as possible of any proposed change to the
249 approved scope of work. The Grantee shall also direct the subgrantee not to
250 implement the changes to the proposed scope of work until any additional review
251 required by this Agreement is complete.
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- 253 e. The Grantee will ensure that subgrantees are made aware that in the event of an
254 unexpected discovery involving an Undertaking that has affected a previously
255 unidentified historic property, human remains, or affected a known historic
256 property in an unanticipated manner, Stipulation III. B. Unexpected Discoveries is
257 adhered to.
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- 259 f. The Grantee shall participate in an initial disaster scoping for a Declaration.
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- 261 g. The Grantee shall participate in annual reviews convened by FEMA to review the
262 effectiveness of this Agreement.

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C. Tribal Consultation

[Some of these stipulations may change pending completion of tribal outreach]

1. For Tribes that have assumed the responsibilities of the SHPO through appointment of a Tribal Historic Preservation Officer (THPO) per Section 101 of the NHPA, FEMA shall consult with the THPO in lieu of the SHPO for Undertakings occurring on or affecting tribal lands.
2. Where no Tribe-specific consultation protocols are in place, FEMA shall consult with Tribes in accordance with 36 CFR Part 800. In determining who the affected Tribe(s) may be, FEMA will first establish that it is a type of Undertaking with potential to affect historic properties with religious and/or cultural importance and may consult with the SHPO, Tribe(s) and any State Tribal Agency, and or access federal information to identify tribal geographic interests.
3. FEMA may work with interested Tribes to develop Tribe-specific consultation protocols, a copy of which will be provided to the SHPO and ACHP and appended to this Agreement, except as precluded by Stipulation I.C.5.
4. FEMA shall ensure that its consultations with other consulting parties shall not include the dissemination of information, when advised of data sensitivity by the Tribe(s), that might risk harm to an American Indian site or historic properties of religious or cultural significance to the tribe or that might impede the use of such a site by the Tribe(s) in accordance with Section 304 of the NHPA and other applicable laws. Information provided is exempt from public knowledge and disclosure under the Freedom of Information Act (FOIA) by both Section 304 of the NHPA and Section 9 of the Archaeological Resources Protection Act (ARPA) (16 U.S.C. §470aa – 470mm).
5. Affected Tribes shall be invited to participate in initial disaster scoping for historic preservation issues following each Declaration within their geographic area of interest.
6. Tribes concurring to this Agreement will be provided with a copy of the annual report and may participate in annual reviews convened by FEMA to review the effectiveness of this Agreement.

299 D. Public Participation

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1. FEMA recognizes that the views of the public are essential to informed decision making throughout the Section 106 review process. FEMA will notify the public of proposed Undertakings in a manner that reflects the nature, complexity, and effect(s) of the Undertaking, the likely public interest given FEMA’s specific involvement, and any confidentiality concerns of Tribes, private individuals and businesses.

- 307 2. FEMA will consult with the Grantee, subgrantee, SHPO, and affected Tribe(s), to
308 determine if there are other individuals or organizations with a demonstrated interest
309 in historic properties that should be made aware of an Undertaking. If such parties are
310 identified or identify themselves to FEMA, FEMA will provide them with information
311 regarding the Undertaking and its effect on historic properties, consistent with the
312 confidentiality provisions of 36 CFR § 800.11(c).
313
- 314 3. In accordance with an outreach strategy developed for an Undertaking in consultation
315 with the SHPO and affected Tribe(s), for involving the public, FEMA will identify the
316 appropriate stages for seeking public input during the Section 106 process.
317
- 318 4. FEMA will consider all views provided by the public regarding an Undertaking and
319 will consider all written requests of individuals and organizations to participate as
320 consulting parties, and in consultation with the SHPO and affected Tribes, determine
321 which should be consulting parties. FEMA will invite any individual or organization
322 that may assume a specific role or responsibility in implementing a Section 106
323 agreement document to participate as a signatory party.
324
- 325 5. FEMA also may provide public notices and the opportunity for public comment or
326 participation in an Undertaking through the public participation process of the
327 National Environmental Policy Act (NEPA) and its implementing regulations set out
328 at 44 CFR Part 10, as well as Executive Orders 11988 and 11990 relating to
329 floodplains and wetlands as set out in 44 CFR Part 9, and Executive Order 12898,
330 Environmental Justice, provided such notices also reference the NHPA as the basis for
331 public involvement.

332 E. Timeframes: All time designations will be in calendar days unless otherwise stipulated. If
333 any signatory does not object to FEMA's determination related to a proposed Undertaking
334 within an agreed upon timeframe, FEMA may proceed to the next step in the review
335 process. Due to the varied nature of Undertakings, the response times to FEMA's requests
336 for comment/concurrence will vary.

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- 338 1. Under emergency conditions, the SHPO and Tribe(s) participating in consultation will
339 respond to any FEMA request for comments within three (3) days after receipt, unless
340 FEMA determines the nature of the emergency Undertaking warrants a shorter time
341 period.
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- 343 2. For Undertakings associated with disaster response and recovery programs (see
344 Appendix A), the response time shall be a maximum of 15 days for delineation of the
345 APE, determinations of National Register eligibility, and findings of effect.
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- 347 3. For Undertakings associated with hazard mitigation, preparedness, and other
348 programs, the response time shall be a maximum of 30 days.
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- 350 4. Other timeframes are as specified in Stipulation II, Project Review and Stipulation IV,
351 Implementation of Agreement.

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353 F. Definitions: Terminology in this Agreement is intended to be consistent with 36 CFR §
354 800.16.

355 **II. PROJECT REVIEW**

356 A. FEMA may enter into informal consultation via e-mail, phone or other means if FEMA
357 deems it necessary to obtain information from the SHPO and affected Tribe(s) prior to
358 making a determination of eligibility or findings of effect.

359 B. Expedited Project Review for Emergencies

360 1. Immediate rescue and salvage operations conducted in response to a Declaration to
361 preserve life and property are exempt from the provisions of Section 106 in
362 accordance with 36 CFR § 800.12(d).

363 2. In the event of a disaster, impacted communities and the State of Alaska, and or Tribes
364 may conduct critical response and recovery activities to safeguard public health and
365 safety and to restore vital community services and functions before a Declaration has
366 been issued.

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368 3. As a result or in anticipation of a Declaration, but within thirty (30) days after the time
369 span during which the disaster-causing incident occurred (the incident period, as
370 defined in 44 CFR § 206.32(f)), the Grantee may request that FEMA approve direct
371 Federal assistance and/or funding for emergency work in response to an immediate
372 threat to human health and safety or improved property that may adversely affect
373 historic properties. For all Undertakings that the FEMA Regional Administrator,
374 Disaster Recovery Manager, or designee determines are emergency work (as defined
375 in 44 CFR § 206.201(b)), and are not exempt from Section 106 review in accordance
376 with Stipulation II.B.1 above, FEMA will conduct the following expedited review:

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378 a. The expedited review period will begin at the time that FEMA determines that
379 emergency work is required and will continue for the time necessary to implement
380 this expedited review. Should FEMA determine that it is necessary to extend the
381 expedited review period beyond the initial 30 days, FEMA will, in 30-day
382 increments, as needed, notify the SHPO and/or affected Tribe(s) prior to the
383 expiration of the thirty (30) days.

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385 b. The Regional Administrator, disaster recovery manager, or designee will certify in
386 writing to the SHPO and/or affected Tribe(s) the need for FEMA to conduct
387 expedited review for individual Undertakings.

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389 c. If it appears that emergency work will adversely affect a historic property during
390 this expedited review period, FEMA will provide the SHPO, consulting parties,
391 and/or affected Tribe(s) with available information about the condition of the
392 historic property, the proposed action, and proposed treatment measures that would

393 resolve the adverse effect to the extent practicable within the expedited timeframe
394 and request the SHPO's and/or affected Tribe's comments.
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396 i. FEMA may provide this information through written requests, telephone
397 conversations, meetings, or electronic media. In all cases, FEMA will clarify
398 that an "expedited review" is being requested.
399
400 ii. Unless the SHPO and/or affected Tribe(s) object within three (3) days after
401 receipt, FEMA will proceed with the Undertaking.
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403 d. If the SHPO and/or affected Tribe(s) object to FEMA's proposal to use the
404 emergency review procedure and/or proposed treatment measures, FEMA will
405 consult with the objecting party to resolve the dispute.
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407 i. If FEMA is unable to resolve the dispute, FEMA will seek the ACHP's
408 comment.
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410 ii. The ACHP will provide its comment to FEMA within seven (7) days after
411 receipt of FEMA's request, unless FEMA immediately notifies the ACHP that
412 the nature of the emergency Undertaking warrants a shorter time period.
413
414 iii. FEMA will consider any timely advice from the ACHP before making a final
415 decision on resolving the dispute.

416 C. Programmatic Allowances

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418 1. If qualified staff determines an Undertaking conforms to one or more of the
419 allowances in Appendix D, FEMA will complete the Section 106 review process by
420 documenting this determination in the project file, without SHPO review or
421 notification.
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423 2. If the Undertaking involves a National Historic Landmark (NHL), FEMA shall notify
424 the SHPO and affected Tribe(s) and the appropriate NPS NHL Program Manager that
425 the activities meet allowance criteria. FEMA will provide information about the
426 proposed scope of work for the Undertaking and the allowance(s) enabling FEMA's
427 determination. Unless the SHPO, affected Tribe(s), or NPS object or request more
428 information, within 30 days after their receipt of this documentation, FEMA will
429 complete the Section 106 review.
430
431 3. New allowances may be revised or added to this Agreement in accordance with
432 Stipulation IV.A.3.

- 433 D. Standard Project Review: For Undertakings not exempt from further review or that don't
434 meet an allowance, FEMA will ensure that the following standard project review steps are
435 implemented. In the interest of streamlining, FEMA may combine some of these steps
436 during consultation.
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- 438 1. Consulting Parties: FEMA will consult with the SHPO and affected Tribe(s) to
439 identify any other parties that meet the criteria to be consulting parties and invite them
440 to participate in the Section 106 review process. FEMA may invite others to
441 participate as consulting parties as the Section 106 review proceeds.
- 442
- 443 2. Area of Potential Effects: For standing structures, FEMA shall define the APE as the
444 footprint of the building/structure on the ground including any affected attachments
445 and/or outbuildings/structures/landscape features when the Undertaking is limited to
446 in-kind repair (as defined in 36 CFR § 68.3(b)(6)) of the facility's interior and exterior.
447 Qualified staff will determine the APE, in consultation with the SHPO and affected
448 Tribe(s), for all other Undertakings, including APEs for ground disturbing activities,
449 staging areas, and access routes.
- 450
- 451 a. FEMA may also consider information provided by other parties, such as local
452 governments, Tribes, and the public, when establishing the APE.
- 453
- 454 3. Identification and Evaluation: Qualified staff meeting the Professional Qualifications
455 previously defined in this Agreement shall determine, in consultation with the SHPO
456 and affected Tribe(s) if the APE contains historic properties, including any prehistoric
457 or historic district, site, building, structure, object, or properties of religious or cultural
458 significance to Tribes that are included in or eligible for inclusion in the National
459 Register of Historic Places. This determination may be facilitated with preliminary
460 documentation collected by the Grantee or subgrantee in coordination with the SHPO.
- 461
- 462 a. Archaeological Resources: FEMA may consult with the SHPO to determine the
463 level of effort and methodology necessary to identify and define the limits of these
464 properties. For historic properties of religious and/or cultural significance to
465 Tribe(s), FEMA shall consult with the affected Tribe(s) to determine geographical
466 areas containing historic properties of Tribal religious and/or cultural significance
467 that may have the potential for impacts due to an Undertaking in order to aid in
468 determining the necessary level of effort required to protect any such historic
469 properties.
- 470
- 471 b. National Historic Landmarks: When FEMA determines an Undertaking has the
472 potential to affect an NHL, FEMA shall notify the SOI through the appropriate
473 NPS NHL Program Manager in addition to the SHPO and affected Tribe(s), as
474 appropriate.
- 475
- 476 c. Determinations of Eligibility: FEMA shall review or determine National Register
477 eligibility based on identification and evaluation efforts, and consult with SHPO
478 and affected Tribe(s) regarding these determinations. Should the SHPO or affected

479 Tribe(s) disagree with the determination of eligibility for the National Register
480 made by a qualified professional or a designated Tribal representative, FEMA may
481 elect to treat the property as eligible for the National Register or may elect to
482 obtain a determination of eligibility from the Keeper of the National Register in
483 accordance with 36 CFR § 63.2(d)-(e) and 36 CFR § 800.4(c)(2).
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485 d. Findings of No Historic Properties Affected: FEMA shall make a finding of “no
486 historic properties affected” if no historic properties are present within the APE,
487 the Undertaking is designed to avoid historic properties, including archaeological
488 sites or properties of religious and/or cultural significance to Tribes, or the
489 Undertaking does not affect the character defining features of a historic property.
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491 i. FEMA shall notify the SHPO, affected Tribes(s), and any other consulting
492 parties of this finding and provide supporting documentation in accordance
493 with 36 CFR § 800.11(d) and applicable documentation standards. Unless the
494 SHPO or affected Tribe(s) objects to the finding pursuant to the appropriate
495 timeframe outlined in Stipulation I.E.2 or I.E.3, FEMA shall complete the
496 Section 106 review.
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498 ii. If the SHPO or affected Tribe(s) object to a finding of no historic properties
499 affected, FEMA may elect to consult with the objecting party to resolve the
500 disagreement. If the objection is resolved, FEMA may proceed with the
501 Undertaking in accordance with the resolution. If FEMA is unable to resolve
502 the disagreement, it will forward the finding and supporting documentation to
503 the ACHP and request that the ACHP review FEMA’s finding in accordance
504 with 36 CFR § 800.4(d)(1)(iv)(A) through 36 CFR § 800.4(d)(1)(iv)(C).
505 FEMA will consider the ACHP’s recommendation in making its final
506 determination.
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508 4. Application of the Criteria of Adverse Effect: If FEMA finds an Undertaking may
509 affect identified historic properties in the APE, including properties of religious and/or
510 cultural significance to Tribes, or if a consulting party objects to the finding of “no
511 historic properties affected,” FEMA will apply the criteria of adverse effect to historic
512 properties within the APE(s), taking into account the views of the consulting parties
513 and public concerning effects in accordance with 36 CFR § 800.5(a).
514

515 a. If FEMA determines that an Undertaking does not meet the adverse effect criteria
516 for a historic property, or that the Undertaking meets the *Standards*, FEMA shall
517 propose a finding of “no adverse effect” in accordance with 36 CFR § 800.5(b).
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519 b. FEMA shall notify the SHPO, affected Tribe(s), and all other consulting parties of
520 its finding and provide supporting documentation pursuant to 36 CFR §800.11(e)
521 and other applicable documentation standards. Unless a consulting party objects
522 within the appropriate timeframe, FEMA will proceed with its “no adverse effect”
523 determination and complete the Section 106 review.
524

- 525 c. If FEMA finds the Undertaking may have an adverse effect, FEMA shall request
526 through the Grantee that the subgrantee revise the scope of work to substantially
527 conform to the *Standards* for structures, or avoid or minimize adverse effects for
528 archaeological properties, in consultation with the SHPO, affected Tribe(s), and
529 any other consulting parties. If the subgrantee modifies the scope of work to
530 address the adverse effect, FEMA shall notify the consulting parties, and provide
531 supporting documentation. Unless a consulting party makes a timely objection,
532 FEMA shall proceed with its “no adverse effect” determination and complete the
533 Section 106 review.
534
- 535 d. If a consulting party objects to a finding of “no adverse effect,” FEMA may
536 consult with the objecting party to resolve the disagreement. If the objection is
537 resolved, FEMA may proceed with the undertaking in accordance with the
538 resolution, and following appropriate notification to other consulting parties. If the
539 objection can not be resolved, FEMA may forward its findings and supporting
540 documentation to the ACHP and request that the ACHP review the findings in
541 accordance with 36 CFR. § 800.5(c)(3)(i-ii). FEMA will consider the ACHP’s
542 recommendation in making its final determination.
543
- 544 5. Resolution of Adverse Effects: If FEMA determines that an Undertaking will
545 adversely affect a historic property, it will notify the consulting parties of its decision
546 and provide documentation as required by 36 CFR § 800.11(e) and subject to the
547 confidentiality provisions of 36 CFR § 800.11(c), as well as provide the ACHP with
548 an adverse effect notice. FEMA, in consultation with SHPO, affected Tribe(s), the
549 ACHP, if participating; and consulting parties shall resolve the effects of the
550 Undertaking by one of the following methods:
551
- 552 a. Abbreviated Consultation Process: FEMA may propose to the consulting parties
553 the use of one or more Treatment Measures outlined in Appendix E to avoid,
554 minimize, and/or mitigate adverse effects associated with an Undertaking. The use
555 of these Treatment Measures will not require the execution of a Memorandum of
556 Agreement (MOA) or Secondary Programmatic Agreement. FEMA will take into
557 account the nature and level of significance of historic properties affected and the
558 severity of adverse effects before proposing the use of Treatment Measures.
559 FEMA will draft a written proposal for the implementation of a specific Treatment
560 Measure, or combination of Treatment Measures, to the SHPO for concurrence,
561 affected Tribe(s), and other consulting parties with the intent of expediting the
562 resolution of adverse effects. Unless these parties object within fifteen (15) days of
563 receipt, FEMA will proceed with implementation of proposed Treatment
564 Measure(s) and fund the Undertaking. Because funding and implementation
565 details of Treatment Measure(s) for specific Undertakings may vary by program,
566 however, FEMA will provide written notice to the signatories and consulting
567 parties within sixty (60) days of the completion of the Treatment Measure(s).
568 Should consensus not be achieved using this process or its use is found to be
569 inappropriate given the scale of adverse effects, FEMA shall resolve the adverse
570 effect(s) using procedures outlined below in Stipulation II.D.5.b.
571

- 572 b. Memorandum of Agreement (MOA): In consultation with consulting parties,
573 including the ACHP, if participating, FEMA will develop an MOA in accordance
574 with 36 CFR § 800.6(c) to stipulate treatment measures to avoid, minimize, and/or
575 mitigate adverse effects on historic properties where an Abbreviated Consultation
576 Process is infeasible or is objected to by a consulting party. The MOA may also
577 include feasible treatment measures that serve an equal or greater public benefit to
578 FEMA, SHPO, affected Tribe(s), and/or the public in lieu of more traditional
579 treatment measures, while promoting the preservation of historic properties.
580 Should the execution of an MOA not be appropriate given the nature and
581 significance of historic properties, scale of adverse effects, or include one or more
582 complex Undertakings, FEMA shall resolve the adverse effects using the
583 procedures outlined below in Stipulation II.D.5.c.
584
- 585 c. Secondary Programmatic Agreement: FEMA, the SHPO, affected Tribe(s),
586 ACHP, if participating; and any other consulting party may consult to develop a
587 Secondary Programmatic Agreement in accordance with 36 CFR § 800.14(b) to
588 identify programmatic conditions or treatment measures to govern the resolution of
589 potential or anticipated adverse effects from certain complex project situations for
590 an Undertaking or for multiple but similar Undertakings.
591
- 592 d. Should any signatory, consulting party, or member of the public object within the
593 timeframes established by this Agreement to any plans, specifications, or actions
594 pursuant to resolving an adverse effect, FEMA shall consult further with the
595 objecting party to seek resolution by the most expeditious and appropriate method.
596 If FEMA determines the objection cannot be resolved, FEMA shall address in
597 accordance with Stipulation IV., Dispute Resolution.
598
- 599 e. When FEMA determines an Undertaking will adversely affect an NHL, FEMA will
600 notify and invite the SOI and ACHP to participate in consultation, pursuant to 36
601 CFR § 800.10. When the ACHP participates in consultation related to an NHL,
602 the ACHP will report the outcome of the consultation to the SOI and the FEMA
603 Administrator.

604 **III. OTHER CONSIDERATIONS**

- 605
- 606 A. **Changes to an Approved Scope of Work:** The Grantee is required to notify FEMA and
607 will require its subgrantees to notify it immediately when there are proposed changes to an
608 approved scope of work for an Undertaking. When notified by the Grantee of any
609 proposed substantive change to the approved scope of work or location for an
610 Undertaking, FEMA may authorize the Grantee or subgrantee to proceed with the change
611 once the appropriate review is completed, including needed additional consultations.
- 612 B. **Unexpected Discoveries:** The Grantee shall ensure that its subgrant agreements and
613 resultant subgrantee contracts to execute work, provide for the protection of and

614 notification protocols for unexpected discoveries of cultural material and human remains.
615 Upon notification by a subgrantee of an unexpected discovery, the Grantee will:

- 616 1. Require the subgrantee stop construction activities in the vicinity of the discovery and
617 take all reasonable measures to avoid or minimize harm to and secure the property;
618 and
- 619 2. Ensure that the local law enforcement office and coroner/medical examiner have been
620 notified if human remains are discovered, in accordance with Alaska Statutes Title
621 (AST) 12 Chapter 65, Section 5; and Alaska Statutes Title 11 Chapter 46, Section
622 482(a)(6); and
- 623 3. Notify FEMA;
- 624 4. Upon notification by the Grantee of a discovery, FEMA will immediately notify the
625 SHPO, affected Tribe(s), and other consulting parties that may have an interest in the
626 discovery; and consult to evaluate the discovery.
- 627
- 628 5. FEMA will consult with the consulting parties in accordance with the review process
629 outlined in Stipulations I and II of this Agreement to develop a mutually agreeable
630 action plan with timeframes to evaluate the discovery, take into account the effects of
631 the Undertaking, resolve adverse effects if necessary, and ensure compliance with
632 applicable Federal and State statutes.
- 633
- 634 6. If human remains are discovered the Grantee shall assure AST 11 and 12 are followed
635 and FEMA shall have responsibility for consultation with the appropriate Tribal and
636 SHPO representatives and for otherwise ensuring compliance.
- 637
- 638 7. If the human remains are discovered on Federal lands, in coordination with FEMA, the
639 Federal land manager shall have responsibility for consultation with the appropriate
640 Tribal and SHPO representatives and for otherwise ensuring compliance with the
641 Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C.
642 §3001-3013, 18 U.S.C. § 1170) and ARPA.
- 643
- 644 8. FEMA will coordinate with the Grantee and the subgrantee regarding any needed
645 modification to the scope of work for the Undertaking necessary to implement
646 recommendations of the consultation and facilitate proceeding with the project.

647 C. Curation

- 648
- 649 1. FEMA and the Grantee shall ensure that all records and materials (collections)
650 produced during the course of an archaeological survey, testing, and any data recovery
651 for the implementation of its Undertakings are curated at a facility, preferably in-state,
652 that meets the standards of, and in accordance with the provisions of 36 CFR Part 79,
653 “Curation of Federally Owned and Administered Archaeological Collections,” and
654 applicable State law and guidelines.
655

656 2. In cases where the survey, testing, or data recovery are conducted on private land, any
657 recovered collections remain the property of the land owner and FEMA will return the
658 collections to them with the assistance of the SHPO. In such instances, FEMA and the
659 Grantee, in coordination with the SHPO or affected Tribe(s), shall encourage land
660 owners to donate the collection(s) to an appropriate public or Tribal entity. In cases
661 where the property owner declines to accept responsibility for the collection(s) and
662 wishes to transfer ownership of the collection(s) to a public or Tribal entity, FEMA
663 and the Grantee will ensure curation of the collection(s) in accordance with Stipulation
664 III.C.1 above.

665 D. Anticipatory Actions and After the Fact Review

- 666
- 667 1. FEMA shall specifically advise the Grantee and shall require that the Grantee advise
668 its subgrantees in writing that they may not initiate the Undertaking for which they are
669 seeking Federal funding prior to compliance with this Agreement. The Grantee also
670 shall advise its subgrantees in writing that they may jeopardize Federal funding if
671 activities are initiated prior to compliance with this Agreement.

 - 672 2. In accordance with Section 110(k) of the NHPA, FEMA shall not grant assistance to a
673 subgrantee who, with intent to avoid the requirements of this Agreement or Section
674 106 of the NHPA, has intentionally significantly and adversely affected a historic
675 property to which the assistance would relate, or having legal power to prevent it,
676 allowed an adverse effect to occur. However, after consultation with the SHPO,
677 affected Tribes(s), and ACHP, FEMA may determine that extraordinary circumstances
678 justify granting assistance despite the adverse effect created or permitted by the
679 subgrantee and shall complete consultation for the Undertaking pursuant to the terms
680 of this Agreement.

 - 681 3. In circumstances where FEMA determines a subgrantee has initiated an Undertaking
682 without willful intent to avoid the requirements of this Agreement or Section 106 of
683 NHPA, FEMA will determine if the Undertaking would have required Section 106
684 review.
685

 - 686 4. If FEMA determines no Section 106 review would have been required, FEMA will
687 document this determination to the project files and consider the project Section 106
688 compliant.
689

 - 690 5. If FEMA determines the Undertaking would have required Section 106 review, FEMA
691 will coordinate with the SHPO, affected Tribe(s); and ACHP, as appropriate; to
692 determine if review is still feasible.
693

- 694 6. If after consulting with the SHPO, affected Tribe(s); and ACHP, as appropriate;
695 FEMA determines that review is feasible, the Undertaking will be reviewed in
696 accordance with the terms of this Agreement, and specifically Stipulation II.
- 697 7. If after consulting with the SHPO, Tribe(s); and ACHP, as appropriate; FEMA
698 determines that review is infeasible, FEMA will document that the project is non-
699 compliant with Section 106 and FEMA's program then will make a funding eligibility
700 decision.

701 **IV. IMPLEMENTATION OF AGREEMENT**

702 A. Amendments

- 703 1. If any Signatory to the terms of the Agreement determines that the Agreement cannot
704 be fulfilled, or that an amendment to the terms of this Agreement must be made, the
705 Signatories will consult for no more than 30 days to seek amendment of the
706 Agreement.
707
708 2. This Agreement may be amended only upon the written consensus of the Signatories.
709 This Stipulation does not apply to amendments made to Appendices pursuant to
710 Stipulation IV.A.3 below.
711
712 3. Appendix A (FEMA Programs), Appendix B (Alaska Native Tribes), Appendix C
713 (Exempt or No Potential to Affect Undertakings), Appendix D (Programmatic
714 Allowances), and Appendix E (Treatment Measures) may be amended at the request of
715 FEMA or another signatory party in the following manner:
716
717 a. FEMA, on its own behalf or on behalf of another Signatory, shall notify all
718 Signatory parties to this Agreement of the intent to add to or modify the current
719 Appendix or Appendices and shall provide a draft of the updated Appendix or
720 Appendices to all signatory parties.
721
722 b. Should no Signatory party object in writing within 15 days, FEMA will date and
723 sign the amended Appendix and provide a copy of the amended Appendix to all
724 signatories.
725
726 4. FEMA shall maintain an Amendment Log as Appendix F itemizing all amendments
727 made to this Agreement. The updated log will be distributed to signatories as
728 amendments are made.
729
730

731 B. Dispute Resolution

- 732 1. Should any Signatory to this Agreement object in writing within timeframes
733 established by this Agreement to the terms of this Agreement, FEMA will consult with
734 the objecting party for not more than 21 days to resolve the objection.
735
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737

- 738 2. If the objection is resolved within 21 days, FEMA may proceed with the disputed
739 action in accordance with the resolution.
740
- 741 3. If FEMA determines within 21 days that the objection cannot be resolved, FEMA will
742 forward to ACHP all documentation relevant to the objection, including FEMA's
743 proposed resolution. Within 30 days of receipt, ACHP will:
744
- 745 a. Concur with FEMA's proposed resolution, whereupon FEMA will address the
746 objection accordingly; or
747
- 748 b. Provide FEMA with recommendations; or
749
- 750 c. Notify FEMA that the objection will result in termination of consultation and
751 provide comment in accordance with 36 CFR § 800.7(a)(4).
752
- 753 4. FEMA will take into account any ACHP recommendations or comments, and any
754 comments from the other Signatories, in reaching a final decision regarding the
755 objection. The Signatories will continue to implement all other terms of this
756 Agreement that are not subject to objection.
757
- 758 5. Should ACHP not respond within 30 days, FEMA may assume ACHP's concurrence
759 with FEMA's proposed resolution to the objection.
760
- 761 6. FEMA will provide the Signatories with its final written decision regarding any
762 objection brought forth pursuant to this Stipulation.
763
- 764 7. FEMA may authorize any disputed action to proceed, after making its final decision.
765
- 766 8. At any time while this Agreement is in effect, should a member of the public object in
767 writing to implementation of its terms, FEMA will notify the other Signatories in
768 writing and take the objection into consideration. FEMA will consult with the
769 objecting party and, if that party so requests, the other Signatories, for not more than
770 21 days. In reaching its decision regarding the objection, FEMA will take into
771 consideration all comments from these parties. Within 15 days after closure of this
772 consultation period, FEMA will provide the other parties with its written decision.
773 FEMA's decision will be final.
774
- 775 9. Any dispute regarding National Register eligibility that is not resolved pursuant to this
776 Stipulation will be resolved in accordance with 36 CFR § 800.4(c)(2).
777

778 C. Severability and Termination
779

- 780 1. In the event any provision of this Agreement shall be deemed contrary to, or in
781 violation of, any applicable existing law or regulation of the United States of America
782 and/or the State of Alaska, only the conflicting provision(s) shall be deemed null and
783 void, and the remaining provisions of the Agreement shall remain in effect if feasible.

- 784 2. FEMA, the SHPO, or Grantee may terminate this Agreement by providing 30 days'
785 written notice to the other Signatory parties, provided that the parties consult during
786 this period to seek amendments or other actions that would prevent termination. If this
787 Agreement is terminated, FEMA will comply with 36 CFR Part 800 or with an
788 applicable program alternative under 36 CFR § 800.14. Upon such determination,
789 FEMA will provide all other Signatories with written notice of the termination of this
790 Agreement.
- 791 3. A concurring party Tribe may provide notification to the other Signatories that it is
792 fully withdrawing from the Agreement. Following such a withdrawal, FEMA will
793 review Undertakings that may affect historic properties of religious and cultural
794 significance to the Tribe in accordance with 36 CFR §§ 800.3 through 800.7 or an
795 applicable alternative under 36 CFR § 800.14. Withdrawal from this Agreement by a
796 Tribe does not terminate the Agreement. A Tribe that has withdrawn from the
797 Agreement may at any time that this Agreement remains in effect notify FEMA, the
798 Grantee, and SHPO in writing that it has rescinded its notice withdrawing from the
799 Agreement. [final language pending outcome of Tribal outreach]
- 800 4. This Agreement may be terminated by the implementation of a subsequent Agreement
801 that explicitly terminates or supersedes this Agreement, or by FEMA's implementation
802 of Alternate Procedures, pursuant to 36 CFR § 800.14(a).

803
804

D. Duration and Extension

- 805 1. This Agreement shall remain in effect from the date of execution for a period not to
806 exceed ten (10) years unless otherwise extended pursuant to Stipulation IV.D.2 below,
807 or until FEMA, in consultation with all other Signatories, determines that the terms of
808 this Agreement should be terminated pursuant to Stipulation IV.C.2 or IV.C.4. The
809 Agreement may remain in effect for disaster declarations made prior to expiration of
810 the Agreement in order to minimize delays in delivery of FEMA assistance.
- 811 2. The Signatories may collectively agree to extend this Agreement to cover additional
812 calendar years, or portions thereof, provided that the original Agreement has not
813 expired or a new Agreement is in preparation.

B. Execution and Implementation

- 814
815
- 816 1. This Agreement may be implemented in counterparts, with a separate page for each
817 Signatory, and will become effective on the date of the final signature of a Signatory
818 party. FEMA will ensure that each signatory party is provided with a complete copy.
819
- 820 2. Execution and implementation of this Agreement evidences that FEMA has afforded
821 ACHP a reasonable opportunity to comment on FEMA's administration of all
822 referenced Programs, and that FEMA has satisfied its Section 106 responsibilities for
823 all individual Undertakings of the Programs.
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**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE ALASKA STATE HISTORIC PRESERVATION OFFICER,
AND THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

SIGNATORY:

FEDERAL EMERGENCY MANAGEMENT AGENCY REGION X

By: _____
Kenneth Murphy, Regional Administrator

Date: _____

By: _____
Mark G. Eberlein, Regional Environmental Officer

Date: _____

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**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER,
AND THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

SIGNATORY:

ALASKA STATE HISTORIC PRESERVATION OFFICER

By: _____
Judith E. Bittner, State Historic Preservation Officer

Date: _____

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**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE ALASKA STATE HISTORIC PRESERVATION OFFICER,
AND THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

SIGNATORY:

**ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

By: _____
John Madden, Director

Date: _____

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**[TO BE COMPLETED FOR PARTICIPATING TRIBES]
PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE ALASKA STATE HISTORIC PRESERVATION OFFICER,
AND THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

CONCURRING OR SIGNATORY PARTY:

[TRIBE NAME]

By: _____

Date: _____

Appendix A

FEMA Program Summaries

Disaster Response and Recovery Grant Programs

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

Public Assistance Program (PA)

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

Individual Assistance Programs (IA)

These programs help ensure that individuals and families that have been affected by disasters have access to the full range of FEMA assistance including: crisis counseling (Section 416), disaster legal services (Section 415), medical assistance (Section 403), transportation (Section 419), funeral services, minor home repairs (Section 408), and temporary housing assistance (Section 408). It should be noted that other Federal agencies provide disaster assistance to individuals as well, such as the US Small Business Administration, Department of Agriculture, and Department of Labor.

Hazard Mitigation Grant Program (HMGP)

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

Non-Disaster Grant Programs

Pre-Disaster Mitigation Program (PDM)

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

Flood Mitigation Assistance Program (FMA)

The FMA provides planning, project, or technical assistance grant funds to assist States and communities implement measures that reduce or eliminate the long-term risk of flood damage to buildings and other structures insurable, which may include elevations and buyouts, under the National Flood Insurance Program.

938 *Repetitive Flood Claims Program (RFC)*
939 This program provides grant funds to assist States and communities in reducing flood damages to
940 insured properties that have had one or more claims to the National Flood Insurance Program,
941 which includes buyouts.
942

943 *Severe Repetitive Loss Program (SRL)*
944 This program provides grant funding to reduce or eliminate the long-term risk of flood damage to
945 severe repetitive loss structures insured under the National Flood Insurance Program, which
946 includes buyouts.
947

948 *Assistance to Firefighters Grant Program*
949 The AFG program provides funding for purchase of equipment and retrofit or construction of fire
950 stations to improve first responder capabilities.
951

952 *State Homeland Security Program (SHSP)*
953 This core assistance program provides funds to build capabilities at the state and local levels and
954 to implement the goals and objectives included in state homeland security strategies and
955 initiatives in the State Preparedness Report.
956

957 *Urban Areas Security Initiative (UASI) Program*
958 The UASI program focuses on enhancing regional preparedness in major metropolitan areas. The
959 UASI program directly supports the National Priority on expanding regional collaboration in the
960 National Preparedness Guidelines and is intended to assist participating jurisdictions in
961 developing integrated regional systems for prevention, protection, response and recovery.
962

963 *Metropolitan Medical Response System (MMRS) Program*
964 The MMRS program supports the integration of emergency management, health, and medical
965 systems into a coordinated response to mass casualty incidents caused by any hazard. Successful
966 MMRS grantees reduce the consequences of a mass casualty incident during the initial period of a
967 response by having augmented existing local operational response systems before the incident
968 occurs.
969

970 *Citizen Corps Program (CCP)*
971 The Citizen Corps mission is to bring community and government leaders together to coordinate
972 community involvement in emergency preparedness, planning, mitigation, response and
973 recovery.
974

975 *State Homeland Security Program Tribal (SHSP Tribal)*
976 To provide supplemental funding to directly eligible tribes to help strengthen the nation against
977 risks associated with potential terrorist attacks. Pursuant to the 9/11 Act, “a directly eligible tribe
978 applying for a grant under section 2004 [SHSP] shall designate an individual to serve as a tribal
979 liaison with [DHS] and other Federal, state, local, and regional government officials concerning
980 preventing, preparing for, protecting against and responding to acts of terrorism.”
981

982 *Nonprofit Security Grant Program (NSGP)*

983 NSGP provides funding support for target-hardening activities to nonprofit organizations that are
984 at high risk of a terrorist attack and are located within one of the specific UASI-eligible urban
985 areas.

986
987 *Operation Stonegarden (OPSG)*
988 The intent of OPSG is to enhance cooperation and coordination among local, State and Federal
989 law enforcement agencies in a joint mission to secure the United States borders along routes of
990 ingress from international borders to include travel corridors in States bordering Mexico and
991 Canada, as well as States and territories with international water borders.

992
993 *Transit Security Grant Program (TSGP)*
994 The TSGP provides grant funding to the nation's key high-threat urban areas to enhance security
995 measures for their critical transit infrastructure including bus, ferry and rail systems.

996
997 *Freight Rail Security Grant Program (FRSGP)*
998 The FRSGP funds security training for frontline employees, the completion of vulnerability
999 assessments, the development of security plans within the freight rail industry and GPS tracking
1000 systems for railroad cars transporting toxic inhalation materials.

1001
1002 *Intercity Passenger Rail (Amtrak)*
1003 The purpose of the Intercity Passenger Rail (IPR) is to create a sustainable, risk-based effort to
1004 protect critical surface transportation infrastructure and the traveling public from acts of terrorism,
1005 major disasters and other emergencies within the Amtrak rail system.

1006
1007 *Port Security Grant Program (PSGP)*
1008 The PSGP provides grant funding to port areas for the protection of critical port infrastructure
1009 from terrorism. PSGP funds are primarily intended to assist ports in enhancing maritime domain
1010 awareness, enhancing risk management capabilities to prevent, detect, respond to and recover
1011 from attacks involving improvised explosive devices (IEDs), weapons of mass destruction
1012 (WMDs) and other non-conventional weapons, as well as training and exercises and
1013 Transportation Worker Identification Credential (TWIC) implementation.

1014
1015 *Intercity Bus Security Grant Program (IBSGP)*
1016 The IBSGP provides funding to create a sustainable program for the protection of intercity bus
1017 systems and the traveling public from terrorism. The program seeks to assist operators of fixed-
1018 route intercity and charter bus services in obtaining the resources required to support security
1019 measures such as enhanced planning, facility security upgrades and vehicle and driver protection.

1020
1021 *Trucking Security Program (TSP)*
1022 TSP funding will be awarded to eligible applicants to implement security improvement measures
1023 and policies deemed valuable by DHS as indicated in the *Security Action Items* publication of
1024 June 26, 2008. These items are primarily focused on the purchase and installation or
1025 enhancement of equipment and systems related to tractor and trailer tracking systems.
1026 Additionally, the TSP will provide funding to develop a system for DHS to monitor, collect and
1027 analyze tracking information; and develop plans to improve the effectiveness of transportation
1028 and distribution of supplies and commodities during catastrophic events.

1029
1030 *Buffer Zone Protection Program (BZPP)*
1031 The BZPP provides funding to increase the preparedness capabilities of jurisdictions responsible
1032 for the safety and security of communities surrounding high-priority pre-designated Tier 1 and
1033 Tier 2 critical infrastructure and key resource (CIKR) assets, including chemical facilities,
1034 financial institutions, nuclear and electric power plants, dams, stadiums and other high-risk/high-
1035 consequence facilities, through allowable planning and equipment acquisition.
1036
1037 *Emergency Management Performance Grants (EMPG)*
1038 The purpose of the EMPG program is to assist State and local governments in enhancing and
1039 sustaining all-hazards emergency management capabilities.
1040
1041 *Interoperable Emergency Communications Grant Program (IECGP)*
1042 IECGP provides governance, planning, training and exercise and equipment funding to States,
1043 territories, and local and Tribal governments to carry out initiatives to improve interoperable
1044 emergency communications, including communications in collective response to natural disasters,
1045 acts of terrorism and other man-made disasters. According to the legislation that created IECGP,
1046 all proposed activities must be integral to interoperable emergency communications and must be
1047 aligned with the goals, objectives, and initiatives identified in the grantee's approved statewide
1048 Communication Interoperability Plans (SCIP). IECGP will also advance DHS near-term
1049 priorities that are deemed critical to improving interoperable emergency communications and are
1050 consistent with goals and objectives of the National Emergency Communications Plan.
1051
1052 *Emergency Operations Center (EOC) Grant Program*
1053 The EOC grant program is intended to improve emergency management and preparedness
1054 capabilities by supporting flexible, sustainable, secure, and interoperable Emergency Operations
1055 Centers (EOCs) with a focus on addressing identified deficiencies and needs. This program
1056 provides funding for construction or renovation of a State, local, or tribal governments' principal
1057 EOC. Fully capable emergency operations facilities at the State and local levels are an essential
1058 element of a comprehensive national emergency management system and are necessary to ensure
1059 continuity of operations and continuity of government in major disasters caused by any hazard.
1060
1061 *Driver's License Security Grant Program*
1062 The purpose of the Driver's License Security Grant Program is to prevent terrorism, reduce fraud,
1063 and improve the reliability and accuracy of personal identification documents that States and
1064 territories issue.
1065
1066 *Integrated Public Alert and Warning System (IPAWS)*
1067 The Integrated Public Alert and Warning System (IPAWS) was established by Presidential Executive
1068 Order 13407 in 2006. In the event of a national emergency, the President will be able to use IPAWS to
1069 send a message to the American people quickly and simultaneously through multiple communications
1070 pathways. FEMA has identified several radio transmission sites across the nation that provide
1071 significantly powerful signals, for this purpose and is responsible for upgrading, maintaining, and
1072 managing the auxiliary fuel systems installed and owned by FEMA at each of these radio
1073 transmissions site.

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Appendix B

Alaska Native Tribes

The following Federally recognized Indian tribe(s) have been identified:

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|------|---|------|--|
| 1078 | • Native Village of Afognak | 1117 | • Native Village of Chignik Lagoon |
| 1079 | • Agdaagux Tribe of King Cove | 1118 | • Chignik Lake Village |
| 1080 | • Native Village of Akhiok | 1119 | • Chilkat Indian Village (Klukwan) |
| 1081 | • Akiachak Native Community | 1120 | • Chilkoot Indian Association |
| 1082 | • Akiak Native Community | 1121 | • Chinik Eskimo Community |
| 1083 | • Native Village of Akutan | 1122 | • Native Village of Chitina |
| 1084 | • Village of Alakanuk | 1123 | • Native Village of Chuathbaluk (Russian Mission, Kuskokwim) |
| 1085 | • Alatna Village | 1124 | • Chuloonawick Native Village |
| 1086 | • Native Village of Aleknagik | 1125 | • Circle Native Community |
| 1087 | • Algaaciq Native Village | 1126 | • Village of Clarks Point |
| 1088 | • Allakaket Village | 1127 | • Native Village of Council |
| 1089 | • Native Village of Ambler | 1128 | • Craig Tribal Association |
| 1090 | • Village of Anaktuvuk Pass | 1129 | • Village of Crooked Creek |
| 1091 | • Angoon Community Association | 1130 | • Curyung Tribal Council |
| 1092 | • Village of Aniak | 1131 | • Native Village of Deering |
| 1093 | • Anvik Village | 1132 | • Native Village of Diomede (aka Inalik) |
| 1094 | • Arctic Village | 1133 | • Village of Dot Lake |
| 1095 | • Asa'carsarmiut Tribe | 1134 | • Douglas Indian Association |
| 1096 | • Native Village of Atka | 1135 | • Native Village of Eagle |
| 1097 | • Village of Atmautluak | 1136 | • Native Village of Eek |
| 1098 | • Atqasuk Village (Atkasook) | 1137 | • Egegik Village |
| 1099 | • Native Village of Barrow Inupiat Traditional Government | 1138 | • Eklutna Native Village |
| 1100 | • Beaver Village | 1139 | • Native Village of Ekuk |
| 1101 | • Birch Creek Tribe | 1140 | • Ekwok Village |
| 1102 | • Native Village of Belkofski | 1141 | • Native Village of Elim |
| 1103 | • Village of Bill Moore's Slough | 1142 | • Emmonak Village |
| 1104 | • Native Village of Brevig Mission | 1143 | • Evansville Village |
| 1105 | • Native Village of Buckland | 1144 | • Native Village of Eyak (Cordova) |
| 1106 | • Native Village of Cantwell | 1145 | • Native Village of False Pass |
| 1107 | • Central Council of the Tlingit and Haida Indian Tribes | 1146 | • Native Village of Fort Yukon |
| 1108 | • Chalkyitsik Village | 1147 | • Native Village of Gakona |
| 1109 | • Cheesh-Na Tribal | 1148 | • Galena Village (aka Loudon Village) |
| 1110 | • Village of Chefornak | 1149 | • Native Village of Gambell |
| 1111 | • Native Village of Chenega (aka Chanega) | 1150 | • Native Village of Georgetown |
| 1112 | • Chevak Native Village | 1151 | • Native Village of Goodnews Bay |
| 1113 | • Chickaloon Native Village | 1152 | • Organized Village of Grayling (aka Holikachuk) |
| 1114 | • Chignik Bay Tribal Council | 1153 | • Gulkana Village |
| 1115 | | 1154 | • Native Village of Hamilton |
| 1116 | | 1155 | |
| | | 1156 | |

1157	• Healy Lake Village	1203	• Lime Village
1158	• Holy Cross Village	1204	• Village of Lower Kalskag
1159	• Hoonah Indian Association	1205	• Manley Hot Springs Village
1160	• Native Village of Hooper Bay	1206	• Manokotak Village
1161	• Hughes Village	1207	• Native Village of Marshall
1162	• Huslia Village	1208	• Native Village of Mary's Igloo
1163	• Hydaburg Cooperative Association	1209	• McGrath Native Village
1164	• Igiugig Village	1210	• Native Village of Mekoryuk
1165	• Village of Iliamna	1211	• Mentasta Traditional Council
1166	• Inupiat Community of the Arctic Slope	1212	• Metlakatla Indian Community, Annette Island Reserve
1167	• Iqurmiut Traditonal Council	1213	• Native Village of Minto
1168	• Ivanoff Bay Village	1214	• Naknek Native Village
1169	• Kaguyak Village	1215	• Native Village of Nanwalek (aka English Bay)
1170	• Organized Village of Kake	1216	• Native Village of Napaimute
1171	• Organized Village of Kake	1217	• Native Village of Napakiak
1172	• Kaktovik Village (aka Barter Island)	1218	• Native Village of Napaskiak
1173	• Village of Kalskag	1219	• Native Village of Nelson Lagoon
1174	• Village of Kaltag	1220	• Nenana Native Association
1175	• Native Village of Kanatak	1221	• New Koliganek Village Council
1176	• Native Village of Karluk	1222	• New Stuyahok Village
1177	• Organized Village of Kasaan	1223	• Newhalen Village
1178	• Kasigluk Traditional Elders Council	1224	• Newtown Village
1179	• Kenaitze Indian Tribe	1225	• Native Village of Nightmute
1180	• Ketchikan Indian Corporation	1226	• Nikolai Village
1181	• Native Village of Kiana	1227	• Native Village of Nikolski
1182	• King Island Native Community	1228	• Ninilchik Village
1183	• King Salmon Tribe	1229	• Native Village of Noatak
1184	• Native Village of Kipnuk	1230	• Nome Eskimo Community
1185	• Native Village of Kivalina	1231	• Nondalton Village
1186	• Klawock Cooperative Association	1232	• Noorvik Native Community
1187	• Native Village of Kluti Kaah (aka Copper Center)	1233	• Northway Village
1188	• Knik Tribe	1234	• Native Village of Nuiqsut (aka Nooiksut)
1189	• Native Village of Kobuk	1235	• Nulato Village
1190	• Kokhanok Village	1236	• Nunakauyarmiut Tribe
1191	• Native Village of Kongiganak	1237	• Native Village of Nunam Iqua
1192	• Village of Kotlik	1238	• Native Village of Nunapitchuk
1193	• Native Village of Kotzebue	1239	• Village of Ohogamiut
1194	• Native Village of Koyuk	1240	• Village of Old Harbor
1195	• Native Village of Koyuk	1241	• Orutsararmuit Native Village
1196	• Koyukuk Native Village	1242	• Oscarville Traditional Village
1197	• Organized Village of Kwethluk	1243	• Native Village of Ouzinkie
1198	• Native Village of Kwigillingok	1244	• Native Village of Paimiut
1199	• Native Village of Kwinhagak (aka Quinhagak)	1245	• Pauloff Harbor Village
1200	• Native Village of Larsen Bay	1246	
1201	• Levelock Village	1247	
1202		1248	

1249	• Pedro Bay Village	1277	• Native Village of Selawik
1250	• Native Village of Perryville	1278	• Seldovia Village Tribe
1251	• Petersburg Indian Association	1279	• Shageluk Native Village
1252	• Native Village of Pilot Point	1280	• Native Village of Shaktoolik
1253	• Pilot Station Traditional Village	1281	• Native Village of Shishmaref
1254	• Native Village of Pitka's Point	1282	• Native Village of Shungnak
1255	• Platinum Traditional Village Council	1283	• Sitka Tribe of Alaska
1256	• Native Village of Point Hope	1284	• Skagway Village
1257	• Native Village of Point Lay	1285	• Village of Sleetmute
1258	• Native Village of Port Graham	1286	• Village of Solomon
1259	• Native Village of Port Heiden	1287	• South Naknek Village
1260	• Native Village of Port Lions	1288	• Stebbins Community Association
1261	• Portage Creek Village (aka	1289	• Native Village of Stevens
1262	Ohgsenakale)	1290	• Village of Stony River
1263	• Qagan Tayagungin Tribe of Sand Point	1291	• Sun'aq Tribe of Kodiak
1264	Village	1292	• Takotna Village
1265	• Qawalangin Tribe of Unalaska	1293	• Native Village of Tanacross
1266	• Rampart Village	1294	• Native Village of Tanana
1267	• Village of Red Devil	1295	• Tangirnaq Native Village
1268	• Native Village of Ruby	1296	• Native Village of Tatitlek
1269	• Saint George Island	1297	• Native Village of Tazlina
1270	• Native Village of Saint Michael	1298	• Telida Village
1271	• Saint Paul Island (Pribilofs Island Alaska	1299	• Native Village of Teller
1272	Communities)	1300	• Native Village of Tetlin
1273	• Village of Salamatoff	1301	• Traditional Village of Togiak
1274	• Native Village of Savoonga	1302	• Tuluksak Native Community
1275	• Organized Village of Saxman	1303	• Native Village of Tuntutuliak
1276	• Native Village of Scammon Bay		

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Appendix C

Exempt or No Potential to Effect Undertakings

The following activities are either exempt or have no potential to affect historic properties, thus FEMA has no further Section 106 responsibilities, pursuant to 36 CFR § 800.3(a)(1):

1. Pursuant to 44 CFR § 206.110(m), assistance to individuals and households provided under 44 CFR Part 206, Subpart D and Section 408 of the Stafford Act, including funding for home repair and replacement, content replacement, personal property, transportation and healthcare expenses, is exempt from the provisions of Section 106. This exemption does not apply, however, to ground disturbing activities and construction related to 44 CFR §§ 206.117(b)(1)(ii) (temporary housing), 206.117(b)(3) (replacement housing), 206.117(b)(4) (permanent housing construction) and 206.117(c)(1)(vi) (privately owned access routes). FEMA will conduct Section 106 review for these non-exempt activities.
2. Administrative actions such as personnel actions, travel, procurement of services, supplies (including vehicles and equipment) for the support of day-to-day and emergency operational activities, and the temporary storage of goods provided storage occurs within existing facilities or on previously disturbed soils.
3. Preparation, revision, and adoption of regulations, directives, manuals, and other guidance documents.
4. Granting of variances, and actions to enforce Federal, State, or local codes, standards or regulations.
5. Monitoring, data gathering, and reporting in support of emergency and disaster planning, response and recovery, and hazard activities.
6. Research and development of hazard warning systems, hazard mitigation plans, codes and standards, and education/public awareness programs.
7. Assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding.
8. Assistance provided for training, management and administration, exercises, and mobile/portable equipment purchases; with the exception of potential ground-disturbing activities and modification of existing structures.
9. Community Disaster Loans.
10. Acquisition or lease of existing facilities where planned uses conform to past use or local land use requirements.
11. Reimbursement of a subgrantee's insurance deductible, not to exceed \$5,000.

- 1349
1350 12. Labor, equipment and materials used to provide security in the disaster area, including lease,
1351 rental, purchase or repair of equipment or vehicles and payment for staff and contract labor.
1352
1353 13. Unemployment assistance.
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1355 14. Distribution of food coupons.
1356
1357 15. Legal services.
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1359 16. Crisis counseling.
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Appendix D

Programmatic Allowances

This list of Allowances enumerates FEMA funded activities that will have no effect or limited effect on historic properties if implemented as specified in this Appendix and will not require review by the SHPO pursuant to Stipulation II.C of this Agreement. If an Undertaking is not composed entirely of the activities listed below, FEMA will conduct Section 106 review for the entire Undertaking.

When referenced in the Allowances, “in-kind” shall mean that it is the same material, and the result shall match all physical and visual aspects, including form, size, color, texture, workmanship, and material. The in-kind repair provided for in this Appendix should be limited to architectural features and physical components of buildings and structures and in general should not be utilized when a building or structure has been substantially altered.

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

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

A. Debris Removal and Vegetation Management

1. Debris (such as but not limited to displaced sand, gravel, asphalt, culverts; building components; vegetative material; wreckage; vehicles; personal property) removal and collection, including removal of uprooted trees, limbs and branches from public rights of way and public areas (e.g., playgrounds, boat launches and campgrounds) and the transport and disposal of such waste to existing waste facilities or landfills. This includes the temporary establishment and expansion of non-hazardous debris staging and disposal areas at licensed transfer stations, or existing hard-topped or graveled surfaces (e.g. parking lots, roads, athletic courts) but not the creation of new or temporary access roads.
2. Removal of debris from private property provided that buildings/structures are not affected, ground disturbance is limited to a few inches, and in-ground elements, such as driveways, walkways or swimming pools that are not defined as character-defining or contributing to NR listed or eligible properties are left in place or filled.
3. Chipping and disposal of woody debris by broadcasting within existing rights-of-way.
4. Sediment removal from man-made drainage facilities, including retention/detention basins, ponds, ditches, and canals, in order to restore the facility to its pre-disaster

1403 condition. The sediment may be used to repair eroded banks or disposed of at an
1404 existing licensed or permitted spoil site.

1405
1406 5. Dewatering flooded developed areas by pumping.

1407
1408 **B. Temporary Structures and Housing**

1409
1410 1. Installation of temporary structures for uses such as school classrooms or offices for
1411 essential public service agencies, such as police, fire, rescue and medical care, as well
1412 as temporary housing for disaster victims, at the following types of locations:

1413
1414 a. Single units on private residential sites.

1415
1416 b. Existing recreational vehicles/mobile home parks and campgrounds with pre-
1417 existing utility hookups;

1418
1419 c. Paved areas, such as parking lots and paved areas at such facilities as conference
1420 centers, shopping malls, airports, business parks, military bases [*when all utilities*
1421 *are installed above ground*];

1422
1423 d. Sites that have been previously cleared and prepared for planned construction,
1424 such as land being developed for public housing, office buildings, city parks, ball
1425 fields, military bases, schools, etc. when all utilities are installed above-ground;

1426
1427 e. Areas previously filled to depths of at least six feet so that subsurface utilities can
1428 be installed.

1429
1430 **C. Footings, Foundations, Retaining Walls, Slopes, and Slope Stabilization Systems**

1431
1432 1. Ground-disturbing activities related to the repair, replacement, and reinforcement of
1433 footings, foundations, retaining walls, slopes, and slope stabilization systems (e.g.,
1434 gabion baskets, crib walls, soldier pile, and lag walls) providing these features, objects,
1435 or structures are not identified as character-defining or contributing to NR listed or
1436 eligible properties.

1437
1438 **D. Recreation and Landscaping**

1439
1440 1. In-kind repairs, replacements, and minor upgrades to recreational facilities and
1441 features (e.g. campgrounds, fire pits, dump stations and utility hook-ups, swimming
1442 pools, athletic fields, batting cages, swing sets, pathways, snowmobile trails, simple
1443 wooden/wire stream crossings).

1444
1445 2. In-kind repairs, replacements, and minor upgrades/mitigation to landscaping elements
1446 (e.g., fencing, free standing walls, paving, planters, irrigation systems, lighting
1447 elements, signs, flag poles, ramps, steps).

1448

- 1449 3. Installation of temporary barriers.
1450
1451 4. In kind repairs, replacement, and minor upgrades/mitigation of bollards and associated
1452 protective barriers.
1453

1454 **E. Piers, Docks, Boardwalks, Boat Ramps, and Dune Crossovers**
1455

- 1456 1. In kind repair, replacement or upgrade to codes and standards of existing piers, docks,
1457 boardwalks, boat ramps and dune crossovers.
1458

1459 **F. Driveways, Parking Lots, and Walkways**
1460

- 1461 1. In-kind repairs, replacement, and minor upgrades/mitigation to driveways, parking
1462 lots, and walkways.
1463

1464 **G. Cemeteries**
1465

- 1466 1. In kind repair of gravestones, features, fences, and other components when such
1467 monuments are less than 50 years old.
1468
1469 2. Removal of woody debris such as branches, limbs, and uprooted trees from
1470 cemeteries, provided that heavy equipment and other machinery are operated or staged
1471 on existing roads.

1472 **II. BUILDINGS** that are more than 50 years old (or less than 50 years old if of exceptional
1473 significance) and are listed on or eligible for listing on the National Register of Historic
1474 Places, **when all work is consistent with the Secretary of the Interior’s Standards for the**
1475 **Treatment of Historic Properties (36 CFR § 800).**
1476

1477 **A. Interior Work: Floors, Walls, Stairs, Ceilings and Trim**
1478

- 1479 1. Interior rehabilitation projects limited to repairing, replacing, retaining, preserving,
1480 protecting, and maintaining in kind materials and features.
1481
1482 2. In-kind repair and replacement of floors, walls, stairs, and ceilings, or trim. Relevant
1483 NPS Technical Preservation Services (TPS) Preservation Briefs are to be used for
1484 technical guidance. The allowance applies to repair of interior finishes, including
1485 hardware, fixtures, plaster, and wallboard, provided the repair is restricted to damaged
1486 areas and does not affect adjacent materials. The allowance does not apply to
1487 decorative finishes, including, murals, glazed paint, gold leaf, or ornamental plaster
1488 that contribute to the architectural significance of a property.

1489 3. Replacement of damaged plaster and lath with drywall where the plaster is non
1490 character-defining detail.
1491
1492 4. In-kind replacement of sheetrock or prefabricated panel walls to their pre-disaster
1493 appearance.

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5. Interior cleaning on non-porous surfaces using the gentlest means possible such as using a weak solution of household bleach and water, mold remediation, or mold removal. The allowance applies to interior finishes, including plaster and wallboard, provided the repair is restricted to damaged areas, does not affect adjacent materials, and character defining features are retained.
 6. Replacement of damaged vinyl floor tile or asbestos floor tile with contemporary floor tile of the same dimension and thickness, and similar texture or pattern.
 7. Installation of grab bars and other such minor interior modifications required for compliance with the Americans with Disabilities Act (ADA) provided that significant features are not altered.
 8. Removal of water by physical or mechanical means.
 9. Non-destructive or concealed testing for hazardous materials (e.g., lead paint, asbestos) or for assessment of hidden damages.

1513 **B. Utilities and Mechanical, Electrical, and Security Systems**
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1. In-kind repair, replacement or limited upgrading of interior utility systems, including mechanical (e.g., heating, ventilation, air conditioning), electrical, and plumbing systems. This allowance does not provide for the installation of new exposed ductwork or insulation products unless installed using in-kind materials and methods.
 2. Elevation of exterior HVAC and mechanical equipment and corresponding shrouds and screening materials as long as it is placed or located where it is not highly visible from the street.
 3. Replacement or installation of interior fire detection, fire suppression, or security alarm systems. The allowance does not apply to surface mounted wiring, conduits, piping, etc., unless previously existing.
 4. Installation of building communication and surveillance security systems, such as cameras, closed-circuit television, alarm systems, and public address systems, provided that installation of the system hardware does not damage or cause the removal of character-defining architectural features and can be removed in the future without impacts to significant architectural features. Wireless devices will be utilized when possible, which may include small antenna.
 5. Installation of building access security devices, such as card readers, enhanced locks, and security scanners (e.g., metal detectors), provided the device does not damage or cause the removal of character-defining architectural features and can be removed in the future without impacts to significant architectural features.

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C. Windows and Doors

1. In-kind repair or replacement of damaged or deteriorated windows, shutters, storm shutters, doors and associated hardware, where profiles, elevations, details and materials match those of the originals. Relevant NPS TPS Preservation Briefs are to be used for technical guidance.
2. In-kind replacement of window panes. Clear plate, double, laminated or triple insulating glazing can be used, provided it does not result in altering the existing window material, form, muntin profiles, reflectivity, or number of divided lights. This allowance does not apply to the replacement of existing archaic or decorative glass.

D. Exterior Walls, Cornices, Porches, and Foundations

1. In kind repainting of surfaces, provided that destructive surface preparation treatments are not used, such as water blasting, sandblasting, power sanding and chemical cleaning.
2. In-kind repair of walls, porches, foundations, columns, cornices, siding, balustrades, stairs, dormers, brackets, trim, and their ancillary components or limited in-kind replacement as long as the replacement pieces match the original in detail and material.
3. In-kind repair or replacement of signs or awnings.
4. Installation of temporary stabilization bracing or shoring, provided such work does not result in additional damage, significant loss of historic fabric, or irreversible alterations, and does not affect known archaeological sites or features.
5. Anchoring of walls to floor systems, provided the anchors are embedded and concealed from exterior view.
6. In-kind repair of concrete and masonry walls, columns, parapets, chimneys, or cornices or limited in-kind replacement of damaged components including comparable brick, and mortar that matches the color, strength, content, rake, and joint width.
7. Bracing and reinforcing of walls, chimneys and fireplaces, provided the bracing and reinforcing are either concealed from exterior view or removable in the future.
8. Strengthening of foundations and the addition of foundation bolts, provided that visible new work is in kind, including mortar that matches the color, content, strength, rake, and joint width where occurring.
9. Repairs to and in-kind replacement of elements of curtain wall assemblies or exterior cladding that is hung on the building structure, usually from floor to floor, and when the color, size reflectivity, materials, and visual patterns are unaltered.

1584 10. Installation of perimeter drainage in disturbed soils (e.g. French drains).

1585

1586 **E. Roofing**

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1588 1. Installation of scaffolding, polyethylene sheeting, or tarps, provided such work will
1589 not result in additional damage or irreversible alterations.

1590

1591 2. In-kind repair, replacement or strengthening of roofing, rafters, fascia, soffits, gutters,
1592 verge boards, leader boxes, or downspouts.

1593

1594 3. Replacement of three-tab asphalt shingles with dimensioned architectural shingles;
1595 replacement of cement asbestos shingles with asphalt-based shingles or other roofing
1596 of similar appearance to the original such as slate; replacement of corrugated asbestos
1597 panels with corrugated metal panels or other roofing of similar appearance to the
1598 original; replacement of untreated wood shingles or shakes with similar items of fire
1599 resistant wood; and in kind replacement of corrugated metal panels.

1600

1601 4. Repairs to a flat roof, including changes in roofing materials, where the repairs are not
1602 highly visible from the ground level.

1603

1604 5. Replacement of metal roofs with in-kind materials.

1605

1606 6. In-kind replacement of greenhouse glass panels.

1607

1608 **F. Weatherproofing and Insulation**

1609 1. Caulking and weather-stripping to complement or match the color of adjacent surfaces
1610 or sealant materials.

1611 2. In-kind replacement or installation of insulation systems, provided that existing
1612 interior plaster, woodwork, exterior siding, or exterior architectural detail is not
1613 altered. The allowance does not apply to urea formaldehyde foam insulation or any
1614 other thermal insulation containing water, when installed within wall cavities. It does
1615 not apply to exterior insulation finishing systems (EIFS) that do not include an
1616 adequate vapor and moisture drainage system, or work in enclosed spaces that are not
1617 finished.

1618

1619 **G. Structural Retrofits**

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1621 1. The installation of the following retrofits/upgrades, provided that such upgrades are
1622 not visible on the exterior or damage/destroy character-defining features: attic bracing,
1623 cross bracing on pier and post foundations; fasteners; collar ties; gussets; tie downs;
1624 strapping and anchoring of mechanical, electrical, and plumbing equipment; concealed
1625 anchoring of furniture; installation of plywood diaphragms beneath first floor joists,
1626 above top floor ceiling rafters, and on roofs; and automatic gas shut off valves.

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1628 2. Replacement, repair or installation of lightning rods.

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III. TRANSPORTATION FACILITIES, when proposed activities substantially conform to the original footprint and/or performed in previously disturbed soils, including the area where the activity is staged. [Note: A general condition may apply to Allowances A-C below, as follows: “Applicant must certify that materials for road repair are derived from a borrow site that has undergone review under Alaska Statute 41.35.70 (“Preservation of Historic, Prehistoric and Archaeological Resources Threatened by Public Construction”). Documentation may be required at closeout.” Pre-existing stockpiled material may be used for limited repairs.]

A. Roads and Roadways

1. Repair of roads to pre-disaster geometric design standards and conditions using in-kind materials, number and width of lanes, shoulders, medians, curvature, grades, clearances, curbs, and side slopes. This allowance permits minor improvement to meet current code and standards or hazard mitigation measures, such as those designed to harden exposed surfaces, including the application of gravel armoring to side slopes and ditches.
2. Repair of road composition finish course with materials to maintain pre-disaster size, traffic capacity, and load classifications of motor vehicles, including the reshaping and compacting of roadbed soil and the repair of asphalt or concrete pavements. The allowance does not apply to the repair of historic paving materials.
3. Repair, replacement, upgrade or installation of culvert systems and arches beneath roads or within associated drainage systems, including provision of headwalls, riprap and any modest increase in capacity for mitigation purposes or to meet current codes and standards.
4. Repairs to road slips and landslides that do not require grading of undisturbed soils on the up-hill side of the slip.
5. Re-establishment, armoring and/or upgrading of existing roadway ditches.
6. Repair or replacement of traffic control devices such as traffic signs and signals, delineators, pavement markings, traffic surveillance systems.
7. Installation and removal of temporary traffic control devices, including pre-formed concrete barriers and fencings.
8. In-kind repair of road lighting systems, including period lighting fixture styles.
9. In-kind repair of road appurtenances such as curbs, berms, fences, and sidewalks.

1673 10. In-kind repair of roadway safety elements such as barriers, guardrails, and impact-
1674 attenuation devices. In the case of guardrails, the addition of safety end treatments is
1675 allowed.

1676 **B. Bridges**

1677
1678 1. Installation of a temporary (Bailey-type) bridge over an existing structure or at a
1679 previously disturbed location, such as a former bridge location, to allow passage of
1680 emergency vehicles.

1681
1682 2. In kind repairs and replacements of bridge components (e.g. abutments, wing walls,
1683 piers, decks, and fenders).

1684
1685 3. In-kind repairs of bridges when consideration has been given to identifying ways to
1686 repair, rather than replace damaged features.

1687
1688 **C. Airports**

1689
1690 1. In-kind repairs to existing runway surfaces and features (e.g. asphalt, concrete, gravel,
1691 and dirt) and associated air transportation safety components and systems (e.g. lighting
1692 bars, beacons, signage and weather sensors).

1693
1694 **D. Rail Systems**

1695
1696 1. In-kind repair or replacement of safety components.

1697
1698 2. Repair of crossings, gates, and signals.

1699
1700 3. In-kind replacement and repair of existing track system.

1701
1702 4. Repair of passenger loading areas.

1703
1704 **IV. UTILITIES, COMMUNICATIONS SYSTEMS AND TOWERS**, when proposed activities
1705 substantially conform to the original footprint and/or performed in previously disturbed soils,
1706 including the area where the activity is staged.

1707
1708 **A. General**

1709
1710 1. Acquisition of existing utility systems and facilities.

1711
1712 2. Temporary storage of utility supplies and equipment (e.g. poles, cable spools,
1713 pedestals) on existing hard-topped or graveled surfaces.

1714
1715 3. Repair, replacement, minor upgrading/hardening (e.g. installation of new guy-wires
1716 and additional poles), small scale realignment (e.g. relocation of utility poles), and
1717 elevation of utilities and associated features (e.g. sewer, water, drains, electric service

1718 or distribution, gas, communications, leaching systems, cesspools, and septic tanks)
1719 within previously disturbed soils of rights-of-way or utility corridors.

- 1720
- 1721 4. Installation of new utilities and associated features within existing rights-of-way.
 - 1722
 - 1723 5. Directional boring of new/replacement service line and related appurtenances
1724 involving boring or silt trenches no wider than 1 foot within previously disturbed soils
1725 of rights-of-way or utility corridors.
 - 1726
 - 1727 6. Repair, replacement, and minor expansion of utilitarian structures, facilities, and
1728 related elements (e.g. exposed pipelines, pump houses, electrical transformer houses
1729 and platforms, substations, pedestals).

1730

1731 **B. Generators and Utilities**

1732

- 1733 1. Repair, replacement, minor upgrading/elevation, and/or installation of generators,
1734 HVAC systems, and similar equipment provided activities occur within previously
1735 disturbed soils. New installations will be located to the rear of buildings or structures.

1736

1737 **C. Communication Equipment/Systems and Towers**

1738

- 1739 1. Repair or replacement of water towers provided activities take place within previously
1740 disturbed soils. A replacement tower may be moderately increased in height or width
1741 (not more than 20 percent), and ground-level facilities may be added or expanded in
1742 previously disturbed areas.
- 1743
- 1744 2. Acquisition or operation of communication equipment/systems and similar devices
1745 that use existing distribution systems or facilities or currently used infrastructure
1746 rights-of-way.
- 1747
- 1748 3. Collocation of communication, warning, detection, or similar equipment (i.e., satellite
1749 dishes, cameras, radio antennas, etc.) on an existing building, tower, or other structure.
1750 A tower may be moderately increased in height or width (not more than 20 percent),
1751 and small ground-level facilities (such as an equipment shed) may be added or
1752 expanded.
- 1753
- 1754 4. Construction of a new tower less than 200 feet tall in an existing industrial park,
1755 shopping center, or tower farm.
- 1756
- 1757 5. Installation of temporary mobile towers or related structures for not more than 12
1758 months.

1759

1760 **V. WATER RESOURCE MANAGEMENT AND CONTROLS**, when proposed activities
1761 substantially conform to the original footprint and/or performed in previously disturbed soils,
1762 including the area where the activity is staged.

1763

- 1764 **A. Canal Systems**
1765
1766 1. In kind repairs and replacement to canal systems and associated elements (e.g. pipes,
1767 ditches, locks, gates, towpaths, canal beds and prisms.
1768

1769 **B. Breakwaters, Seawalls, Revetments, and Berms**
1770

- 1771 1. In kind repair or replacement of breakwaters, seawalls, and revetments, provided the
1772 Undertaking will not disturb more soil than previously disturbed.
1773
1774 2. Placement of emergency beach berms seaward of improved property where severe
1775 erosion has occurred, when work is performed under the authority of an existing US
1776 Army Corps of Engineers and/or state environmental permit for both the sand deposit
1777 area and upland or offshore borrow site, including dredge spoil piles.
1778

1779 **C. Dams, Levees, and Floodwalls**
1780

- 1781 1. In kind repair of dams, levees, floodwalls and related features, including spillways,
1782 tide gates, and fuse plugs.
1783

1784 **D. Fish Hatcheries**
1785

- 1786 1. In kind repair or replacement of fish hatcheries (e.g., raceways, ponds, fish ladders,
1787 water intake structures, and water outfall structures).
1788
1789 2. In-kind replacement of fish ladders on spawning streams.
1790

1791 **E. Waste-Water Treatment Lagoon Systems**
1792

- 1793 1. Repair or upgrade of a waste-water treatment lagoon systems (e.g. earthen features,
1794 machinery, equipment, piping, surrounding protective features).
1795

1796 **F. Irrigation Systems**
1797

- 1798 1. In-kind repairs and replacement to irrigation systems and associated elements (i.e.
1799 pump stations, weirs, flumes, siphons, canals, laterals, ditches and prisms.
1800

1801 **VI. OTHER PROGRAM ACTIVITIES**
1802

1803 **A. Structure Repair or Retrofits**
1804

- 1805 1. Activities related to repair, elevation or floodproofing of buildings and structures less
1806 than 50 years of age when proposed activities substantially conform to the original
1807 footprint and/or performed in previously disturbed soils including the area where the
1808 activity is staged and is not in a historic district.
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B. Acquisition, Demolition, and Reconstruction

1. Funding the administrative action of acquiring properties in buyout projects, including the real estate transaction and excluding demolition. The Grantee will ensure that applicants agree to secure their property from physical alteration, illegal entry, and damage until any applicable requirements of this Agreement are fulfilled. The applicant community will agree to these terms as a condition of its acquisition grant before FEMA will release any related funding.
2. Activities related to the demolition and/or reconstruction of buildings or structures less than 50 years of age and determined not to be of exceptional significance when proposed activities substantially conform to the original footprint and/or performed in previously disturbed soils including the area where the activity is staged.

D. Safe Rooms

1. Installation of individual safe rooms within the property limits of a residence where the installation will occur within an existing structure or building or previously disturbed soils.

E. Vector Control

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

F. Snow Removal

1. Funding snow removal to restore essential access necessary to protect lives and ensure public health and safety.

VII. MISCELLANEOUS ACTIVITIES

A. Emergency Communications.

B. Emergency Public Transportation.

C. Emergency Mass Care and Shelter.

Appendix E

Treatment Measures

[to be refined with SHPO]

FEMA may propose to the consulting parties an abbreviated consultation process to resolve adverse effects. FEMA will take into account the nature and level of significance of historic properties affected and the severity of adverse effects before proposing the use of the abbreviated consultation process and specific treatment measures. The use of the abbreviated consultation process and Undertaking-specific treatment measures developed from the below categories to minimize and/or mitigate adverse effects will preclude execution of a Memorandum of Agreement or Secondary Agreement.

I. Recordation Measures (usually buildings):

A. State Level Documentation

B. HABS/HAER/HALS Documentation

II. Aesthetic camouflaging treatments such as *use of veneers, paints, texture compounds and other surface* treatments or use of sympathetic infill panels and landscaping features providing they meet *SOI Standards*.

III. Data transfer to and education of the Certified Local Government (CLG) where an affected building, structure, object, or districts is located within the jurisdiction of the applicable CLG. Such data and education may include:

A. GIS data layers, printed maps, and a database of built historic properties within the CLG's jurisdiction.

B. An educational workshop to orient the CLG to the data and materials provided to them.

IV. Creation of historic contexts consistent with the information needed for Multiple Property Documents (MPDs).

V. New or augmented identification and evaluation surveys that are a mutual benefit to FEMA, an applicant, affected Tribe(s), and the SHPO. The extent of survey would be determined on an undertaking by undertaking basis.

VI. Preparation of National Register nominations, MPDs and historic preservation management plans.

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Appendix F

Amendment Log

<u>Page</u>	<u>Stipulation</u>	<u>Amendment</u>	<u>Comment</u>
	<u>Date Amended</u>		