

**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER,
MARYLAND DEPARTMENT OF EMERGENCY MANAGEMENT,
AND
CITY OF ANNAPOLIS
REGARDING
FLOOD MITIGATION PROJECTS AT
CITY DOCK, ANNAPOLIS, MARYLAND.**

WHEREAS, the U.S. Department of Homeland Security’s Federal Emergency Management Agency (FEMA) is considering providing financial assistance to the City of Annapolis (City) through the Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation Grant Program (PDM), as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707, signed into law November 23, 1988, amending the Disaster Relief Act of 1974, PL 93-288, and administered by Maryland Department of Emergency Management (MDEM); and

WHEREAS, FEMA has received grant applications to provide HMGP and PDM funding for flood mitigation and stormwater improvement projects in Annapolis, Maryland, collectively referred to as the Annapolis City Dock Flood Mitigation Projects (undertaking). The undertaking consists of four (4) grant applications (HMGP-4261-0013-MD, HMGP-4491-0043-MD, LPDM-PJ-03-MD-2023-002, LPDM-PJ-03-MD-2024-003) and includes upgrading storm drains, building new pump stations, elevating existing walkways, bulkheads, and public spaces, as well as the construction of a new flood barrier system; and

WHEREAS, FEMA considers the effects of the undertaking on historic properties pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (NHPA) (54 USC § 306108); and

WHEREAS, FEMA, consistent with Section 106 of the NHPA (Section 106), as implemented through a statewide Programmatic Agreement (*Programmatic Agreement among the Federal Emergency Management Agency, the Maryland State Historic Preservation Officer, the Maryland Emergency Management Agency, the Delaware Nation, and the Delaware Tribe of Indians*, executed in 2019 and amended in 2023; “Maryland Statewide Programmatic Agreement”), has defined the undertaking’s Area of Potential Effects (APE) as illustrated in Exhibit A-1, with an area therein designated as the “limits of disturbance” (Exhibit A-2); and

WHEREAS, historic properties are defined in 36 CFR § 800.16(l)(1) as any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places (NRHP) maintained by the Secretary of the Interior (Secretary) and 36 CFR § 800.16(i) states that an effect means alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the NRHP; and

WHEREAS, FEMA has determined that the undertaking's APE is within Colonial Annapolis Historic District, which is listed in the NRHP and is a National Historic Landmark (NHL); and has determined the undertaking has the potential to affect the Colonial Annapolis Historic District; and

WHEREAS, a search of Maryland's Cultural Resource Information System (MEDUSA) indicates that other aboveground historic properties are within the APE, as of March 27, 2025, these included the United States Naval Academy, which is also an NHL, as well as individually listed and eligible historic properties (a list is enclosed in Exhibit B); and

WHEREAS, a search of MEDUSA shows that there are five (5) documented archaeological sites within the expected limits of disturbance: a mid-eighteenth- to twentieth-century domestic site, possible wharf, tannery, and lumber yard at Newman Street (18AP39), a late seventeenth- to twentieth-century market area at 26 Market Space (18AP109), a wooden corduroy road and nineteenth-century lumberyard and sawmill (18AP123), an early nineteenth-century seawall and oyster packing house at City Dock (18AP124), and an eighteenth-century wharf/nineteenth-century coal and lumberyard (18AP127), as well as high potential for other previously undiscovered cultural resources; and

WHEREAS, archaeological sites 18AP39 and 18AP109 were determined to be NRHP eligible by the Maryland Historic Preservation Office (MD SHPO) in 2020 and 2009, respectively, and FEMA assumes these archaeological sites are still NRHP eligible; and

WHEREAS, the City's construction schedule and access constraints limit necessary surveys to fully identify and evaluate historic and cultural resources to determine if they are historic properties, determine if the undertaking would have adverse effects on historic properties, or fully avoid, minimize, or mitigate adverse effects, prior to completing the appropriate National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. § 4321, *et seq.*, documentation and FEMA's approval of the undertaking; and

WHEREAS, in accordance with 36 CFR § 800.2, in addition to MD SHPO, FEMA has sought to involve other consulting parties in the Section 106 process; and

WHEREAS, FEMA has identified the following Indian Tribes as potential consulting parties to the undertaking: Delaware Nation, Delaware Tribe of Indians, Shawnee Tribe, and Oneida Indian Nation, and initiated consultation with them on October 30, 2024 and March 04, 2025; and

WHEREAS, the Delaware Nation affirmed interest in consulting party status on December 10, 2024, Shawnee Tribe and Oneida Indian Nation indicated no interest in the undertaking in written responses on December 16, 2024 and March 27, 2025, and no response was received from Delaware Tribe of Indians; and

WHEREAS, FEMA has invited Annapolis Historic Preservation Commission, Blacks of the Chesapeake, Inc., Chesapeake Crossroads Heritage Area, Inc., Historic Annapolis, the National Trust for Historic Preservation, and Preservation Maryland, to participate as consulting parties on this undertaking; and

WHEREAS, responses affirming interest in consulting party status were received from Chesapeake Crossroads Heritage Area, Inc., Historic Annapolis, and Preservation Maryland; and

WHEREAS, FEMA has invited the U.S. National Park Service (NPS) Chesapeake Bay Office to participate as a consulting party on this undertaking as that office provided funding to elevate the Burtis House, an NRHP eligible property located within the APE outside of the limits of disturbance, and the NPS Chesapeake Bay Office did not elect to participate in Section 106 consultation; and

WHEREAS, pursuant to 36 CFR § 800.10(c), FEMA has notified the Secretary of the undertaking, invited the Secretary to consult through the NPS Interior Region 1 Office regarding the effects of the undertaking on historic properties and an NHL, and the NPS Interior Region 1 Office has elected to participate as a consulting party and represent the Secretary concerning the NHL; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), FEMA has notified the Advisory Council on Historic Preservation (ACHP) of the undertaking, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, in accordance with Section 110(f) of the NHPA and 36 CFR § 800.10, FEMA must, to the maximum extent possible, undertake such planning and actions as may be necessary to minimize harm to any NHL that may be directly and adversely affected by an undertaking, and FEMA intends to ensure compliance for the undertaking with Sections 106 and 110(f) of the NHPA through the execution and implementation of this Agreement pursuant to 36 CFR § 800.14(b)(3); and

WHEREAS, the Signatories, FEMA, ACHP, and SHPO, and Invited Signatories, MDEM and the City, agreed to enter into this Agreement pursuant to 36 CFR § 800.6(a) and 36 CFR § 800.14 and in accordance with Stipulation II.C.6.c of the Maryland Statewide Programmatic Agreement; and

WHEREAS, FEMA invited Delaware Nation, NPS Interior Region 1 Office, Chesapeake Crossroads Heritage Area, Inc., Historic Annapolis, and Preservation Maryland to sign this Agreement as Concurring Parties pursuant to 36 CFR § 800.6(c)(3); and

WHEREAS, because construction will occur in phases (Exhibit D) and due to constraints with identifying and evaluating subsurface cultural resources, the Signatories and Invited Signatories agreed that a phased approach to Section 106, including the identification and evaluation of historic properties, pursuant to 36 CFR § 800.4(b)(2), to the application of the criteria of adverse effect, pursuant to 36 CFR § 800.5(a)(3), and efforts to identify appropriate avoidance, minimization, or mitigation of adverse effects is appropriate, provided that no ground disturbing project activities shall be undertaken unless Phase I/II archaeological surveys have been completed and reviewed following the process in Stipulation V (Identification and Evaluation); and

WHEREAS, to outline the phased Section 106 process, account for inadvertent discoveries and unanticipated effects, and to create a proposal to resolve potential adverse effects, the Signatories and Invited Signatories agree to the execution of this Agreement; and

WHEREAS, in accordance with 36 CFR § 800.2(d) FEMA has solicited public comment on the undertaking through release of the draft Agreement/Environmental Assessment (EA) from June 20, 2025 to July 20, 2025; and

WHEREAS, nothing herein constitutes a commitment of federal funding for the undertaking, which requires a separate agreement between FEMA and MDEM, as the recipient; and subsequently MDEM and the City as its subrecipient; and

NOW, THEREFORE, the Signatories and Invited Signatories agree that the undertaking shall be implemented in accordance with the following stipulations in order to consider the effect of the undertaking on historic properties.

STIPULATIONS

FEMA, in coordination with the other Signatories and Invited Signatories, shall ensure that the following measures are carried out:

I. GENERAL

- A. Points of contact are listed in Exhibit C. If necessary, contact information may be updated by written notice to the Signatories and does not require an amendment to this Agreement. It is the responsibility of each Signatory and Invited Signatory to immediately inform FEMA of any change in contact information.
- B. Professional Qualifications: In accordance with 36 CFR § 800.2(a)(1), FEMA shall ensure Section 106 activities under pertinent terms of this Agreement are performed by, or under the direct supervision of, a person or persons meeting the Secretary's Professional Qualifications Standards, as set forth in 36 CFR Part 61, in the appropriate relevant discipline(s).
 1. The City shall provide the resume(s) of professional staff or consultant(s) it proposes to complete Section 106 activities described herein for FEMA's Federal Preservation Officer, or designee, to review and approve in advance of fieldwork.
 2. FEMA acknowledges that Indian Tribes possess special expertise in assessing the NRHP eligibility of properties with religious and/or cultural significance to them. Indian Tribes may decide who meets qualifications/standards as defined by their Tribe for NRHP eligibility determinations and review of the undertaking's effect on properties with religious and or cultural significance to them.
- C. Historic Preservation Standards: Historic preservation activities carried out pursuant to this Agreement shall meet or exceed the *Archeology and Historic Preservation; Secretary of Interior's Standards and Guidelines* (48 FR 44716-44740, September 29, 1983), and the state guidelines for conducting archaeological surveys, including MD SHPO's *Standards and Guidelines for Archaeological Investigations in Maryland* (Shaffer and Cole 1994), or subsequent revisions or replacements to these documents. FEMA shall ensure that all reports prepared

pursuant to this Agreement are provided to Consulting Parties and distributed in accordance with Stipulation XIX (Confidentiality).

D. Applicability

1. Other Federal Agency Reviews: In the event that another federal agency not initially a party to or subject to this Agreement receives an application for funding/license/permit for the undertaking as described in this Agreement, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this Agreement and notifying FEMA, MD SHPO, and the ACHP that it intends to do so. Such agreement shall be evidenced by execution of an Invited Signatory Signature Sheet, filing with the ACHP, and implementation of the terms of this Agreement.
2. This Agreement does not apply to actions or activities that the City or other entities may carry out that have independent utility and are not part of the undertaking, including other improvements, as well as the normal maintenance, upkeep, and continued safe operation of City-owned/operated facilities within the APE.

II. ROLES AND RESPONSIBILITIES

A. FEMA (Signatory)

1. FEMA has the primary responsibility to ensure the provisions of this Agreement are carried out.
2. FEMA is responsible for all government-to-government consultation with Federally-recognized Indian Tribes.
3. FEMA remains legally responsible for all findings and determinations, including determinations of eligibility and effects of the undertaking, as well as resolution of objections or disputes.

B. MD SHPO (Signatory)

1. MD SHPO (also known as Maryland Historical Trust) will review, provide guidance/comments, and approve submittals as specified in this Agreement.

C. ACHP (Signatory)

1. ACHP will participate in dispute resolution as outlined in Stipulation XX (Dispute Resolution), as well as the fulfill responsibilities outlined in Stipulation XIV (Inadvertent Discoveries and Unanticipated Effects), and Stipulation XXIII (Emergency Situations), as well as any other duties as specified in this Agreement.

D. MDEM (Invited Signatory)

1. MDEM will participate in Section 106 coordination and consultation as the grants' recipient.

E. City (Invited Signatory)

1. The City will prepare any necessary analyses, documentation, and recommendations as required by this Agreement.
2. The City will ensure that all work carried out pursuant to this Agreement is done by or under the direct supervision of a qualified professional in the disciplines of Archaeology, Architectural History and/or Historic Architecture, meeting relevant standards outlined in the *Secretary of the Interior's Professional Qualifications Standards* (48 F.R. 44738-9, September 29, 1983) and *Archeology and Historic Preservation; Secretary of Interior's Standards and Guidelines* (48 FR 44716-44740, September 29, 1983).
3. The City shall ensure that its employees, contactors, sub-contractors, laborers and consultants are made aware that in the event of an unexpected discovery involving a previously unidentified historic property or human remains or affecting a known historic property in an unanticipated manner, the employee/contractor/consultant will comply with Stipulation XIV (Inadvertent Discoveries and Unanticipated Effects) and the Unanticipated Discoveries Plan attached in Exhibit E: *Archaeological Work Plan for the Annapolis City Dock Improvement Project* ("Archaeological Work Plan"), dated May 2025.
4. The City shall ensure that any scope of work involving ground disturbance, and resultant contracts to execute said work, provides for the protection of historic properties and human remains, and ensures notification protocols for unexpected discoveries or unexpected effects to historic properties and human remains are followed.
5. The City shall ensure all employees, contractors, sub-contractors, and laborers are informed of this Agreement and the Archaeological Work Plan, and educated on the requirements therein.
6. Prior to commencement of daily work, in order to avoid accidental destruction of historic resources, the City shall hold educational briefings for all heavy machinery operators and other relevant contractors, project managers, sub-contractors, and laborers, and require those individuals and organizations' members attest in writing that they understand the terms of this Agreement and the specific conditions that warrant work stoppages.

F. Additional Consulting Parties (beyond SHPO, MDEM, and the City)

1. Additional Consulting Parties, including those who have already been identified/participated in Section 106 consultation for this undertaking and those who may be later identified, may participate in ongoing consultation, as

prescribed by this Agreement, and provide input and guidance regarding the development and implementation of stipulations of this Agreement.

G. Concurring Parties

1. Concurring Parties are Consulting Parties (outside of SHPO, MDEM, and the City) who have signed this Agreement, indicating their endorsement of it.

III. COORDINATION

A. Timeframes

1. All time designations are in calendar days unless otherwise stipulated. If a review period ends on a Saturday, Sunday, or Federal holiday, the review period will be extended until the next business day.
2. All review periods start on the day the documents are provided to the relevant parties, which constitutes notification, unless otherwise stipulated in this Agreement.

B. Communication

1. Unless otherwise stated elsewhere in this Agreement, Signatories, Invited Signatories, and Consulting Parties, where appropriate, will provide comments on the documents they review to FEMA, and as set forth in this stipulation.
2. Signatories, Invited Signatories, and Consulting Parties, where appropriate, will have up to thirty (30) days from the date of receipt to review and provide written comments to FEMA on documents provided for their review and comment as stipulated in this Agreement. This thirty- (30) day period will be shortened to seven (7) days under emergency or post-review discovery conditions.
3. FEMA will send all notifications required by this Agreement by electronic mail and/or other electronic means, unless a mailed notification is requested by a recipient.
4. FEMA will ensure any written comments received within the review timeframe are considered and incorporated, as appropriate, into the documentation.
5. If the Signatories, Invited Signatories, and other Consulting Parties, where appropriate, do not submit written comments to FEMA within thirty (30) days of receipt of any document, FEMA will assume that the non-responding parties have no comments on the submittal and/or concur with the relevant determination, as applicable.
6. FEMA may consider written requests to extend the thirty- (30) day review period or may determine that an additional round of review of draft documents is necessary. All such written requests must be received in a timely manner (at least five (5) days prior to the 30- (thirty) day review period end date) and

provide adequate justification to extend a review period. FEMA will notify Signatories, Invited Signatories, and Consulting Parties of FEMA's decision in writing including the newly extended review timeframes.

7. If the Signatories, Invited Signatories, and other Consulting Parties, where appropriate, object to or recommend extensive revisions to submissions stipulated in this Agreement, FEMA will work expeditiously to respond to the recommendations and resolve disputes.
8. In exigent circumstances (e.g., during construction suspensions or delays), all Signatories (except the ACHP), Invited Signatories, and other Consulting Parties agree to expedite their respective document review and dispute resolution obligations to within seven (7) days.
9. If FEMA cannot resolve a dispute within thirty (30) days, and if further consultation is deemed unproductive by any party, the parties will adhere to the dispute resolution procedures detailed under Stipulation XX (Dispute Resolution).

IV. CONSTRUCTION PHASING

- A. The undertaking includes four (4) projects (denoted as A through D). The projects will be designed and constructed in stages, with Project A consisting of two (2) phases. These stages are illustrated in the Phasing Diagram (Exhibit D). Infrastructure improvements are noted within each project, with some elements still under design.

1. Project A, Phase I (HMGP-4491-MD-0043): The first Project A phase, referred to as "City Dock Park," is focused on the elevated park at City Dock and primarily involves bringing in fill and installing flood barriers at or above existing grades. It includes only a small area of excavation greater than three (3) feet in depth for a stair foundation. Archaeological investigations for the stair foundation will be completed in advance of Project A construction. The utility relocations associated with Project A, Phase I are limited, relatively shallow, and will occur in areas that already contain significant water, sewer, and electrical lines. A flood protection line of defense will be constructed in the area starting from the US Naval Academy Gate Zero. These defenses include elevating Susan Campbell Park to approximate elevation four (4) feet (North American Vertical Datum of 1988 (NAVD88)) to provide protection against frequent tidal flooding while maintaining water access, as well as elevating existing pedestrian walkways to approximately five (5) feet (NAVD 88) to match the height of the existing bulkhead. An elevated lawn terrace will be constructed to establish a natural land barrier to an approximate elevation of six (6) feet, six (6) inches (NAVD 88). The bulkhead at the Dinghy Dock along Main Street/Randall Street will be raised by one (1) foot relative to its existing elevation. Additionally, various types of flood barriers will be constructed behind the bulkhead including cast-in-place walls, cast-in-place walls with flip-up barriers on top, flip-up barriers, float-up barriers, and manually deployed barriers.

Project A, Phase II (HMGP-4491 -MD-0043): Dock Street Parking Lot and Alex Haley Memorial. Project A, Phase II includes stormwater management. One (1) new pump station, including a wet well and pump, will be constructed underground north of Ego Alley/Market Slip. The pump station will be located near the intersection of Dock Street and Craig Street under the Dock Street parking lot. The storm water collection system and pipes will be realigned and rerouted to convey water to the new pump station and will include installation of a new storm drain and stormwater management storage pipes underground along Dock Street. Some outfalls will be upgraded. The outfall upgrade work will be performed in the dry, utilizing a custom-made cofferdam.

2. Project B (LPDM-PJ-03-MD-2023-002): Donner Pump Station and Storm Drainage. One (1) underground pump station, including a wet well and pumps, will be constructed in the vicinity of Main Street and Compromise Street. The Donner Park area will be improved to include lawn areas and a new park. Stormwater pipes will be disconnected and replaced with new pipes that will be redirected to the new pump station. Although the project will utilize existing pipes as much as possible, some pipes and other infrastructure will be decommissioned and abandoned in place. The proposed work will also include the installation of manholes and catch basin inlets with trash filters, as well as an upgraded outfall. This work will also include the installation of manually deploying flood barriers along the shoreline of Ego Alley/Market Slip.
 3. Project C (HMGP-4261-0013-MD (2)): Newman Street Bulkhead, Pump Stations, Storm Drainage. This project includes stormwater management, one (1) new pump station and wet well, bulkhead elevation, and flood barriers. The work includes construction of a pump station control building and back-up generator. Existing stormwater pipes, drains, and inlets at the intersection of Compromise Street and Newman Street will be repaired and replaced in existing locations and connected to the new pump station. An existing stormwater pipe will be replaced and lined. A steel bulkhead will be constructed along the Ego Alley/Market Slip waterway. The bulkhead will be constructed of interlocking steel sheeting and will require the use of a sheet pile driver and excavators. The bulkhead construction will include modification of existing discharge pipes and outfalls.
 4. Project D (LPDM-PJ-03-MD-2024-003): South Compromise Flood Barrier. This project will construct a flood protection line of defense extending from the flood barriers at the southern edge of the 110 Compromise Street property, between the 100 Compromise Street and 110 Compromise Street properties, and then southeast along Compromise Street. The flood barriers will consist of low fixed walls with manually deployed barriers at the drive entrances.
- B. Modifications to the Phasing Schedule – the City will notify FEMA of any modifications to the phasing schedule. FEMA will determine if the proposed modifications require further consultation with MD SHPO or other Consulting Parties.

C. Design Review

1. To the extent practicable, the City will make technically and economically reasonable efforts to ensure that the design of project elements within the Colonial Annapolis Historic District are compatible with the historic property in form, materials, scale, and other character-defining features. The City will adhere to the *Annapolis Historic District Design Manual*, which includes a section on character-defining features within Chapter 2.
2. For Project A, the City has shared project plan sheets and specification documents with FEMA.
3. For Projects B, C, and D, the City will share 60 percent and 90 percent project plan sheets and specification documents with FEMA, which will then provide them to MD SHPO and other Consulting Parties for concurrent review and comment in accordance with Stipulation III (Coordination).

D. Construction Staging

1. All access, staging, and stockpiling activities will occur within existing developed areas (i.e. hardscape and existing City of Annapolis municipally owned facilities), with no ground disturbance or expected permanent changes to those facilities.

E. Vibration Monitoring

1. Vibration monitoring specification(s) will be included in each construction contract and will be provided to FEMA prior to each project's or project phase's initiation. FEMA will provide the specifications to MD SHPO and other Consulting Parties for concurrent review and comment in accordance with Stipulation III (Coordination).
2. A list of particularly vulnerable historic properties in the APE is attached (Appendix F). Prior to the initiation of construction and FEMA's notice to proceed, the City shall provide a monitoring plan to FEMA for these historic properties. The plan may utilize either human monitors or electronic/remote monitors.

V. IDENTIFICATION AND EVALUATION

A. Architectural Evaluations

1. The City shall initiate an identification survey (reconnaissance survey) of all aboveground architectural resources forty-five (45) years or older by the date of survey commencement within the APE (excluding areas within the United States Naval Academy, Exhibit A-3) consistent with the *Archeology and Historic Preservation; Secretary of Interior's Standards and Guidelines* (48 FR 44716-44740, September 29, 1983).

2. Prior to initiation of the survey, the City shall submit a research design for the proposed survey for review and comment by FEMA and MD SHPO consistent with Stipulation III (Coordination).
3. Formal Determinations of Eligibility (DOE) will not be required as part of the reconnaissance survey. The survey will concentrate on reevaluating the “contributing” and “non-contributing” status of structures within the Colonial Annapolis Historic District.
4. For those resources with existing Maryland Inventory of Historic Properties (MIHP) forms on file with MD SHPO, the existing form should be updated as a result of this survey. For resources forty-five (45) years of age or older with no existing MIHP form, a MIHP form will be created.
5. Photographs of streetscapes, blocks, individual buildings, and structures will be completed as a part of this survey effort. Photographs shall also be taken to represent viewsheds to City Dock from various vantage points within the Colonial Annapolis Historic District.
6. The City shall submit draft survey reports to FEMA, MD SHPO, and the other Consulting Parties for review and comment consistent with Stipulation III (Coordination).
7. Following the adjudication of FEMA’s and MD SHPO’s comments, and consideration of Consulting Parties’ comments, FEMA will offer an approval for the City to finalize the report.
8. Following FEMA’s approval, final reports will be issued and distributed to MD SHPO and other Consulting Parties.

B. Archaeological Investigations

1. The City will complete site identification and evaluation efforts for the undertaking as outlined below and detailed in the Archaeological Work Plan, and provide interim notifications and reporting as prescribed below. An investigation schedule will be provided following submission of the final geophysical survey report. The investigations will occur prior to construction of each Construction Phase as detailed in Stipulation IV and the City will not proceed to construction until FEMA has provided a Notice to Proceed (see Stipulation XII below).
2. The City of Annapolis shall ensure that archaeological investigations are conducted in accordance with the methods described in the Archaeological Work Plan, and any revisions thereto. This plan includes supplemental documentary research, field investigations, methods for targeted preconstruction excavations, laboratory analysis, artifact analysis, and proposed methods for archaeological monitoring during construction.

Revisions to the Archaeological Work Plan will follow procedures detailed in that document.

3. Phase I/II Archaeological Investigations: The investigations will consist of geophysical survey of the APE, followed by geotechnical auger testing intended to examine both the general stratigraphic profile and archaeological feasibility of Phase I/II investigations by a review of available historic mapping, previous investigations, and geophysical anomalies. Targeted Phase I/II archaeological investigations will be prioritized in the locations of proposed areal construction impacts, such as the wet well locations and deeper cuts associated with stormwater drainage installation, as well as within locations of previously recorded archaeological resources. The exact number of areas and locations that will be investigated by targeted Phase I/II excavations will be determined by the results of the geophysical survey and geotechnical investigations.
4. The City will provide a written plan to FEMA, MD SHPO, and the other Consulting Parties for implementation of Targeted Phase I/II investigations upon completion of the geophysical survey. The plan will ensure that targeted investigations occur well in advance of planned construction, in order to accommodate avoidance, minimization, and mitigation steps. The plan will detail public viewing opportunities while archaeological work is occurring (if the site conditions safely permit).
5. FEMA, MD SHPO, and the other Consulting Parties will review and provide comments on the plan in accordance with the timeframes and communication procedures outlined in Stipulation III. Following the City's adjudication of FEMA's and MD SHPO's comments, and consideration of Consulting Parties' comments, FEMA will issue an approval for the City to finalize the plan.
6. If the field activities and analyses of the Targeted Phase I/II investigations result in the discovery of archaeological resources, the City, in coordination with FEMA and MD SHPO, will prepare an interim report, including text and graphics sufficient to support an assessment of the NRHP eligibility of the discovery. This report will be prepared as part of the consideration of avoidance, minimization, or treatment measure options, as detailed in Stipulations VIII (Avoidance of Adverse Effects), IX (Minimization of Adverse Effects) and X (Resolution of Adverse Effects) below.
7. The stipulations below describe the consultation procedures for evaluating the NRHP eligibility of newly identified archaeological sites, assessing the undertaking's effects on all NRHP eligible archaeological sites, and resolving potential adverse effects to these sites. Stipulation XIV (Inadvertent Discoveries and Unanticipated Effects) of this Agreement details the process for treating archaeological sites identified during preconstruction and construction.

C. Areas Excluded from Further Study - for areas that have been previously investigated to the depth of the proposed undertaking or otherwise examined by archaeological investigations, archaeological monitoring during construction will be conducted in accordance with Stipulation VI and the Archaeological Work Plan provided that:

1. Background investigation or pertinent historical documents do not show known cultural or archaeological resources in the APE; and
2. The results of the archaeological investigation or previous archaeological investigations showed no significant archaeological remains.
3. Any area the City proposes to exclude from further survey will be delineated and provided to FEMA for review, in consultation with MD SHPO. FEMA will provide information on the proposed areas for exclusion to Consulting Parties, as appropriate.
4. FEMA, MD SHPO, and the other Consulting Parties, as appropriate, will review and provide comments on the proposed areas for exclusion in accordance with the timeframes and communication procedures outlined in Stipulation III. Following the City's adjudication of FEMA's and MD SHPO's comments, and consideration of Consulting Parties' comments, FEMA will offer an approval for the City to exclude areas from further survey.

D. NRHP Evaluation of Previously Identified Unevaluated and Newly Identified Archaeological Sites.

1. FEMA, in consultation with MD SHPO and the other Consulting Parties, shall evaluate the NRHP eligibility of newly identified archaeological sites pursuant to 36 CFR § 800.4(c), in addition to assessing the effects of the undertaking on all NRHP eligible archaeological sites pursuant to 36 CFR § 800.5(a). Signatories, Invited Signatories, and Consulting Parties will have 30 calendar days to review FEMA's determinations of eligibility and 30 calendar days to review FEMA's findings of effect. These review periods may be concurrent, with determinations of eligibility and findings of effect presented to Signatories, Invited Signatories, and Consulting Parties at the same time.
2. Should any Signatory or Invited Signatory object to FEMA's determination on the NRHP eligibility of a newly identified archaeological site, FEMA shall attempt to resolve the dispute through continued consultation. If an objection over NRHP eligibility cannot be resolved, FEMA shall submit the determination to the Secretary for resolution pursuant to 36 CFR § 800.4(c)(2). The Secretary's decision shall be final.

VI. ARCHAEOLOGICAL MONITORING

A. The City has developed an archaeological monitoring plan within the Archaeological Work Plan. The decision of whether to test in advance of construction and/or to monitor during construction will be made through

consultation among FEMA, MD SHPO, and the City, and will be based on consideration of the relative costs and benefits of each approach; anticipated construction methods; logistical, site access, and scheduling factors; and in consideration of the views of Consulting Parties. FEMA will offer final approval of any archaeological monitoring plan.

- B. The City will complete archaeological monitoring and further site identification and evaluation efforts for the undertaking, consistent with applicable MD SHPO survey standards or guidelines, as outlined below and detailed in the Archaeological Work Plan, and provide interim notifications and reporting as prescribed below.
- C. The City will monitor all undertaking activity for cultural resources and notify FEMA, MD SHPO, and the other Consulting Parties if any new cultural resources are identified as outlined in Exhibit E.
- D. Given the construction schedule and equipment mobilization, limited opportunity for fieldwork, and further consultation timeframe constraints, FEMA may elect to treat cultural resources encountered during monitoring as NRHP eligible, as described in Exhibit E, and proceed to next steps.
- E. If during archaeological monitoring the City encounters cultural resources, the discovery will be delineated horizontally and vertically, within field condition constraints, sufficiently to determine potential NRHP eligibility as outlined in Exhibit E.
- F. Once testing of any newly identified cultural resource(s) or site(s) is complete, within three (3) days and via email, the City will provide FEMA and MD SHPO a brief and informal status report of testing results for each site. If the site(s) appear to meet NRHP eligibility and adverse effects from construction are unavoidable, Consulting Parties will be contacted, and adverse effects will be resolved per Stipulation X (Resolution of Adverse Effects). It is not expected that human remains or associated funerary objects will be found during subsurface testing in the APE. However, if human remains are encountered, these will be addressed pursuant to Stipulation XV (Treatment of Human Remains).
- G. Following notification of identified cultural resource(s) or site(s), FEMA and MD SHPO will have up to seven (7) days to review the information and respond to the City. In the interim, the City will ensure the site(s) is secured and no construction work may proceed. If FEMA or MD SHPO do not respond to the City within seven (7) days, the City may proceed to the next steps.
- H. The City will collect cultural resources as detailed in Exhibit E and these will be curated per Stipulation XI (Curation) herein. If human remains are encountered, these will be addressed per Stipulation XV.
- I. As detailed in Exhibit E, the City will prepare a brief interim, draft, and final report of findings for review by FEMA and MD SHPO. Final reports of findings will be provided to all Consulting Parties by FEMA.

- J. Should inadvertent discoveries be made during archaeological monitoring, the construction phasing schedule may need to be modified by the City in coordination with FEMA, MD SHPO, and other Consulting Parties, as appropriate. Following an inadvertent discovery of historic resources, the Notice to Proceed with Construction (Stipulation XII below) will reactivate and no work should continue until FEMA has provided the City with written notification that the location has been approved for resumption of ground-disturbing construction activities.

VII. ASSESSMENT OF EFFECTS

A. Assessment of Effects on Historic Properties

1. Determination of Effects: For each construction phase, FEMA will determine whether or not the undertaking will result in adverse effects to historic properties. FEMA will notify the Signatories, Invited Signatories, and Consulting Parties in writing about its determination, and request concurrence.
2. Should any Signatory, Invited Signatory, or Consulting Party to this Agreement object to FEMA's findings of effect, FEMA shall attempt to resolve this dispute through continued consultation. Where an objection cannot be resolved in this manner, FEMA shall follow the provision for dispute resolution in Stipulation XX.

VIII. AVOIDANCE OF ADVERSE EFFECTS

- A. If FEMA, in consultation with Signatories, Invited Signatories, and Consulting Parties, determines that the undertaking will have adverse effects on historic properties, FEMA, in consultation with Signatories, Invited Signatories, and Consulting Parties, shall identify measures to avoid adverse effects to historic properties.
- B. FEMA shall request that the City revise the scope of work to conform to the Secretary's *Standards for the Treatment of Historic Properties* (36 CFR Part 68) for standing structures and/or avoid adverse effects for NRHP listed or eligible archaeological properties, if possible.
- C. Information on the affected historic properties and a summary of implementation of modifications or conditions to avoid adverse effects will be documented in a written report supplied to FEMA, MD SHPO, and the other Consulting Parties for concurrent review. If MD SHPO or another Consulting Party does not object within thirty (30) days of notification, FEMA shall assume their approval of the modifications or conditions.
- D. Following FEMA's approval, the modifications or conditions will be included in the appropriate construction contracts and plans and described via annual reporting as detailed below in Stipulation XVIII (Reporting).
- E. If MD SHPO or other Consulting Parties do not concur that the proposed avoidance measures successfully avoid adverse effect(s), if avoidance is not

possible, or if the City otherwise declines to modify the scope of the work, then FEMA will seek to minimize adverse effects or resolve the adverse effect(s) using the adverse effect resolution process in Stipulation X below.

IX. MINIMIZATION OF ADVERSE EFFECTS

- A. If FEMA, in consultation with Signatories, Invited Signatories, and Consulting Parties, determines that the undertaking will have adverse effects on historic properties, and those effects cannot be avoided via Stipulation VIII, FEMA, in consultation with Signatories, Invited Signatories, and Consulting Parties, shall identify measures to minimize adverse effects to historic properties.
- B. FEMA shall request that the City revise the scope of work to more closely conform to the Secretary's *Standards for the Treatment of Historic Properties* (36 CFR Part 68) for standing structures and/or include conditions to minimize adverse effects for NRHP listed or eligible archaeological properties, if possible.
- C. Information on the affected historic properties and a summary of implementation of modifications or conditions to minimize adverse effects will be documented in a written report supplied to FEMA, MD SHPO, and the other Consulting Parties for concurrent review. If MD SHPO or another Consulting Party does not object within thirty (30) days of notification, FEMA shall assume their approval of the modifications or conditions and endorsement that the modifications or conditions minimize adverse effects.
- D. Following FEMA's approval, the modifications or conditions will be included in the appropriate construction contracts and plans and described via annual reporting as detailed below in Stipulation XVIII (Reporting). FEMA will resolve the adverse effect(s) using the adverse effect resolution process in Stipulation X below.

X. RESOLUTION OF ADVERSE EFFECTS

- A. In the event that adverse effects to historic properties cannot be avoided, FEMA, in consultation with other Signatories, Invited Signatories, and Consulting Parties will identify methods to mitigate the adverse effects of the undertaking using the Treatment Measures outlined in Appendix C of the Maryland Statewide Programmatic Agreement as a guide (Exhibit G). Other treatment measures not outlined in that statewide Programmatic Agreement may also be proposed by Signatories, Invited Signatories, and Consulting Parties and reviewed by FEMA.
- B. All treatment measures shall be formalized via a site-specific written plan. The City, in coordination with Signatories, Invited Signatories, and Consulting Parties, as appropriate, will develop a draft site-specific mitigation plan. FEMA will provide the draft to Signatories, Invited Signatories, and Consulting Parties for a 15-day review and comment period.
- C. Upon approval of the draft, FEMA shall distribute the final site-specific mitigation plans to Signatories, Invited Signatories, and Consulting Parties.

- D. The City, in coordination with FEMA, will ensure that the provisions of the final site-specific treatment measure plans are implemented.
- E. Should any Signatory, Invited Signatory, or Consulting Party object to a final site-specific mitigation plan, FEMA shall attempt to resolve the dispute through continued consultation. Where the objection cannot be resolved in this manner, FEMA shall resolve the dispute in accordance with Stipulation XX.
- F. Site-specific written treatment plans detailing adverse effect resolution will be compiled and supplied by FEMA to all Signatories, Invited Signatories, and Consulting Parties via annual reporting as detailed below in Stipulation XVIII (Reporting).

XI. CURATION

- A. Recovered artifacts and related documentation shall be curated in a suitable repository as agreed to by FEMA and MD SHPO, following applicable federal guidelines (36 CFR Part 79).
- B. Archaeological materials include but are not limited to features, building components, archaeological artifacts, and data. Removal of any such materials from the site is subject to penalties provided for in law and regulation.

XII. NOTICE TO PROCEED WITH CONSTRUCTION

- A. The City will ensure that no ground-disturbing activities associated with construction take place in the areas which will be subject to archaeological investigation until the required fieldwork has been completed, reviewed and approved by FEMA, in consideration of the views of MD SHPO and other Consulting Parties. FEMA must provide the City with written notification that the location has been approved for initiation of ground-disturbing construction activities before such activities commence.

XIII. CHANGES IN UNDERTAKING SCOPE

- A. The City will notify FEMA of all changes to the undertaking's scope of work. The City will submit to FEMA written documentation, including plan sheets or sketches, showing the changes and a brief explanation of why the change(s) is needed.
- B. FEMA will determine if these changes are of a nature that could potentially result in effects to historic properties and if the APE needs to be revised. For minor changes with no changes in the effects finding or APE, FEMA will document the changes within its files and notify MD SHPO and the other Consulting Parties in writing of the change. FEMA will attempt to resolve any disputes via continued consultation, or by the process outlined in Stipulation XX (Dispute Resolution).
- C. For changes that could affect historic properties, FEMA, in consultation with the other Signatories, Invited Signatories, and Consulting Parties, will revise the APE if needed. FEMA, MD SHPO, and the other Consulting Parties, as appropriate, will

review and provide comments on the proposed changes in accordance with the timeframes and communication procedures outlined in Stipulation III. Following the City's adjudication of FEMA's and MD SHPO's comments, and consideration of Consulting Parties' comments, FEMA will offer an approval for the City to either exclude areas from further survey or request additional studies.

- D. Following notification from FEMA that additional studies are warranted, the City will carry out additional investigations to identify historic properties that may be affected by the undertaking and document the results of such investigations in supplemental archaeological studies, as appropriate. The supplementary archaeological studies will follow the process detailed above in Stipulation V (Identification and Evaluation).
- E. Following the identification of resources or sites potentially affected by the scope change, the process outlined in Stipulations V (Identification and Evaluation) through XII (Notice to Proceed with Construction) will apply as detailed above.

XIV. INADVERTENT DISCOVERIES AND UNANTICIPATED EFFECTS

- A. The City has developed an Unanticipated Discoveries Plan ("UDP") within the Archaeological Work Plan, which has been approved by FEMA, MD SHPO, and the other Consulting Parties, and is attached as Appendix A within Exhibit E. The UDP shall be included in construction and bidding documents for use by the contractor in the event of unanticipated discoveries or if known historic properties are affected in an unanticipated manner.
- B. If the City revises the approved UDP or Archaeological Work Plan, the revised UDP should be submitted to FEMA and MD SHPO for review and comment in accordance with Stipulation III. The revised UDP will include the following provisions:
 - 1. If, during construction, human remains or previously unidentified structures, sites, buildings, objects, districts, or archaeological deposits that may be eligible for listing in the NRHP are uncovered, or if it appears that an activity has affected or will affect a previously identified historic property in an unanticipated manner, the City must immediately notify FEMA.
 - 2. The City will require the contractor to immediately halt all work in and secure the area of the discovery. For any discovered archaeological resources, the City will also halt work in surrounding areas where additional subsurface remains can reasonably be expected to be present. This includes establishing a perimeter with a radius of at least twenty-five (25) feet around a discovery where there will be no excavation, operation of heavy machinery, or stockpiling. The contractor must secure the area and take all reasonable measures to avoid or minimize harm to the property until FEMA has completed consultation with MD SHPO and the other Consulting Parties regarding the NRHP eligibility of the discovery. Work in all other areas may continue.

3. The City will provide via electronic mail digital photographs of the discovery or unforeseen effect to FEMA except in the circumstances described in Stipulation XV (Treatment of Human Remains). No photographs of funerary objects should be taken or distributed.
 4. If human remains are discovered, the City shall notify the local law enforcement office and coroner/medical examiner in accordance with the applicable state statute(s), and protect the remains from any harm. The City must also notify Signatories and Invited Signatories within twenty-four (24) hours. No photographs of human remains should be taken or distributed. See Stipulation XV.
- C. In accordance with 36 CFR § 800.13, FEMA shall immediately notify ACHP, MD SHPO and other Consulting Parties that may have an interest in the discovery, previously identified historic property or unexpected effects, and consult, as appropriate, to evaluate the discovery for NRHP eligibility and, if determined to be a historic property, to evaluate the effects of the undertaking on the historic property.
- D. If FEMA determines that a NRHP eligible property may be adversely affected and that further steps are necessary to evaluate or treat the unforeseen effect or the newly discovered property, and the discovery does not contain human remains, FEMA shall follow the process outlined in Stipulations VIII and IX to avoid or minimize adverse effects.
- E. If the potential resource is associated with Native American prehistory or history, FEMA will provide Federally-recognized Indian Tribes with interest in the APE a written summary on the resource for their review and comment. The City will adhere to Delaware Nation's "*Historic Preservation Inadvertent Discovery Policy*" (Exhibit H).
- F. If adverse effects are not avoided and it is necessary to develop treatment measures, the City, in coordination with FEMA and MD SHPO, will carry out the final approach and treatment measures after approval by FEMA, in accordance with Stipulation X.
- G. Attempts should be made to avoid impacting any inadvertent discovery that is determined to be NRHP eligible, preserving it in place. If avoidance is impossible, treatment measures will be developed in accordance with the Stipulation X. If data recovery is used, it will be implemented as described below:
1. The City shall develop a Data Recovery Plan ("DRP") or alternative mitigation of adverse effects, for archaeological remains that FEMA, MD SHPO, and the other Consulting Parties, if appropriate, agree cannot be avoided or appropriately preserved in place. The DRP to retrieve significant archaeological information will be developed and implemented by the City, following approval from FEMA and the MD SHPO, and prior to the mitigation of project-related activities within or in the vicinity of the archaeological sites.
 2. FEMA shall ensure that the DRP for each eligible site addresses substantive research questions developed in consultation with MD SHPO. The plan shall be

consistent with the Secretary's *Standards for Archeological Documentation* (48 FR 44734-37), and consider the ACHP's publication, *Treatment of Archaeological Properties: A Handbook* (1980). Each plan shall specify, at a minimum, the following:

- a. The property, properties, or portions of properties where data recovery is to be carried out; and
 - b. The research questions to be addressed through the data recovery, with an explanation of their relevance and importance; and
 - c. The methods to be used, with an explanation of their relevance to and effectiveness in addressing the research questions; and
 - d. A proposed schedule for the submission of progress reports and the draft data recovery report to FEMA and MD SHPO.
3. The City shall submit the DRP to FEMA, in consultation with MD SHPO, for review and approval. FEMA and MD SHPO will have seven (7) days to review the DRP. FEMA will consult to resolve any objections to the DRP as proposed. The DRP shall be implemented by the City once approved by FEMA and MD SHPO. If no response is received from FEMA and the MD SHPO after seven (7) days of receipt of adequate documentation, the City may proceed to implementation of the plan submitted. The City, in coordination with FEMA and MD SHPO, shall develop adequate provisions for site security during data recovery to avoid vandalism.
- H. The City will ensure ground disturbing activities within the affected area do not proceed until FEMA, in consultation with MD SHPO and the other Consulting Parties, as appropriate, determines that either 1) the located resource is not NRHP eligible or 2) the agreed upon treatment measures for historic properties have been implemented. For those inadvertent discoveries FEMA determines do not constitute adverse effects to historic properties, FEMA will document the finding and determination in a memorandum to MD SHPO and the other Consulting Parties. Following an inadvertent discovery, no work shall resume until FEMA offers the City a new Notice to Proceed with Construction, in accordance with Stipulation XII above.
- I. Claims and Repairs to Historic Buildings
 1. Prior to construction and the notice to proceed, the City, in coordination with FEMA, will establish a project notification and claims and repair process by which owners of vulnerable historic buildings (as listed in Appendix X), can file claims for damages to their properties that may result from the undertaking.
 2. The City, in consultation with FEMA, will ensure that a historic architect will participate in the claims and repairs process involving any historic buildings within the APE. This will include claims review, damage inspections, cost estimates, repair recommendations, and damage repair.

3. The City will ensure that all repair work on historic buildings shall follow the Secretary's *Standards for the Treatment of Historic Properties* (36 CFR Part 68) and shall be done in compliance with the City of Annapolis's Municipal Code, as appropriate, with review and approval, as required, by the Annapolis Historic Preservation Commission, or FEMA, for NRHP eligible but not locally designated buildings when applicable.
4. The claims and repair process will include the following:
 - a. The damage claim submittal process;
 - b. The process by which damage claims will be inspected and evaluated;
 - c. The process for and personnel involved in preparing damage evaluations, repair cost estimates, findings and recommendations;
 - d. The process for making and documenting repairs based on the reported cost estimates and recommendations; and
 - e. The process for making appeals.
5. The claims and repair process will be in effect for the duration of the proposed undertaking's construction. Property owners will retain the right to file a claim if damage is detected post-construction and the owner believes it to be a result of the undertaking.

XV. TREATMENT OF HUMAN REMAINS

- A. If human remains are encountered during archaeological investigations or construction, the City will require the contractor to immediately halt work within a fifty (50)-foot perimeter and immediately secure and protect the human remains and any associated funerary objects in place in such a way that minimizes further exposure or damage to the remains from the elements, looting, and/or vandalism. Within the perimeter there will be no excavation, operation of heavy machinery, or stockpiling.
- B. The City will immediately notify the local police department to determine if the discovery is subject to a criminal investigation by law enforcement and notify the Signatories and Invited Signatories within twenty-four (24) hours of the initial discovery.
- C. If a criminal investigation is not appropriate, the City will apply and implement all relevant laws, procedures, policies, and guidelines concerning the treatment and repatriation of burial sites, human remains, and funerary objects.
- D. In the event the human remains encountered could be of Native American origin, whether precontact or historic, FEMA will immediately notify Federally-recognized Indian Tribes with documented interest in the APE to determine the treatment plan for the Native American human remains and any associated funerary objects. Delaware Nation's "*Historic Preservation Inadvertent Discovery*

Policy” (Exhibit H) will be incorporated into the treatment plan, if appropriate.

- E. If the remains are not of Native American origin, per responsive Federally-recognized Indian Tribes’ documented statement(s), the City will, as appropriate, develop a research design/treatment plan for the appropriate treatment of the remains and any associated artifacts, in accordance with Stipulation XIV (Inadvertent Discoveries and Unanticipated Effects).
- F. The City will ensure that all contractors and laborers will not proceed with work in the affected area until FEMA, in consultation with MD SHPO and Consulting Parties, as appropriate, determines that the development and implementation of an appropriate research design/treatment plan or other recommended mitigation measures are completed. However, work in all other areas may continue.
- G. In cases where human remains are discovered, FEMA shall follow the guidelines outlined in the ACHP’s *Policy Statement on Burial Sites, Human Remains, and Funerary Objects* (2023) and any applicable state laws or policies.

XVI. ANTICIPATORY ACTIONS

- A. Pursuant to Section 110(k) of the NHPA, FEMA shall not provide financial assistance to the City, or parties acting on its behalf, who, with the intent to avoid the requirements of this Agreement or Section 106 of the NHPA, intentionally and adversely affects a historic property to which assistance would relate. FEMA as the lead federal agency for the undertaking will determine whether Section 110(k) applies.
- B. If FEMA determines that Section 110(k) applies and that circumstances may still justify granting the assistance, FEMA must consult with ACHP, MD SHPO, and participating Indian Tribes per 36 CFR § 800.9(c)(2) and the MD Statewide Programmatic Agreement.
- C. This consultation would require FEMA to provide the ACHP with documentation specifying the circumstances that may justify granting the funding, the circumstances under which the adverse effect occurred, the degree of damage to the integrity of any historic properties affected, as well as the views of the City, MD SHPO, and the other Consulting Parties. The documentation should also include any treatment measures proposed to resolve the adverse effects.

XVII. DURATION

- A. This Agreement will expire if its terms are not carried out within seven (7) years from the date of its execution. Prior to such time, FEMA may consult with the other Signatories and Invited Signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation XXI (Amendments) below.
- B. Unless terminated, the Agreement will remain in full force and effect until FEMA, in consultation with other Signatories and Invited Signatories, determines that construction of all aspects of the undertaking have been completed and all terms of the Agreement have been fulfilled in a satisfactory manner.

- C. Signatories and Invited Signatories may agree to extend the Agreement through an amendment, provided the original Agreement has not expired.

XVIII. REPORTING

- A. Final Reports, Deliverables, and Documentation: The City will ensure that all final reports, deliverables, and documentation resulting from this Agreement are provided to FEMA. FEMA will distribute to Signatories, Invited Signatories, and Consulting Parties, as appropriate.
- B. Following the execution of this Agreement until it expires, or is terminated, or the undertaking is completed or cancelled, the City shall provide to FEMA a semiannual summary report detailing work undertaken pursuant to its terms. Such report shall include progress at the site, status of any interim protection of historic properties, details on archaeological monitoring, any scheduling changes proposed, and any changes the City believes should be made in the implementation of this Agreement.
- C. FEMA will incorporate the semiannual information from the City in an annual report to all Signatories, Invited Signatories, and Consulting Parties who document their interest in receiving it, and further supply information on any disputes and objections received in FEMA's efforts to carry out the terms of this Agreement. Appropriate information documenting the effects of the undertaking on historic properties will be provided. The annual report will include any scheduling changes proposed, problems encountered, as well as any disputes and their resolution in FEMA's efforts to carry out the terms of this Agreement.
- D. The annual reporting schedule shall follow the calendar year, with reports due by December 31st of the relevant year. FEMA may notify, in writing, Signatories of any necessary extensions for the preparation of the report up to three (3) months in length. Such notification should be made with reasonable notice, when possible.
- E. Within thirty (30) days of receipt of the report, the Signatories, Invited Signatories, and Consulting Parties who affirm their interest in receiving the annual report, may request a meeting to discuss the contents as a group. This meeting may occur in person or by teleconference or as a web meeting.

XIX. CONFIDENTIALITY

- A. Signatories and Invited Signatories to this Agreement acknowledge that information about historic properties is subject to the provisions of Section 304 of the NHPA (54 U.S.C. § 307103) and 36 CFR § 800.11(c), relating to the disclosure of information about the location, character or ownership of an historic property, and will ensure that any disclosure under this Agreement is consistent with the terms of this Agreement and with Section 304 of the NHPA, 36 CFR § 800.11(c), the Freedom of Information Act (5 U.S.C. § 552), as amended.
- B. Confidentiality regarding the specific nature and location of the archaeological sites and any other cultural resources discussed in this Agreement shall be maintained to the extent allowable by law. Dissemination of such information shall

be limited to appropriate personnel within the City (including their contractors), FEMA, Consulting Parties and those parties involved in planning, reviewing, and implementing this Agreement.

- C. When information is provided to FEMA or the City by MD SHPO or others who wish greater control over the discretionary dissemination of that information, FEMA or the City will make a good faith effort to do so, provided the information to be controlled and the rationale for withholding is clearly identified, to the extent consistent with applicable law.

XX. DISPUTE RESOLUTION

- A. In the event MD SHPO, the City, MDEM, or any other Consulting Party objects in writing to any actions proposed or the manner in which the terms of this Agreement are implemented, FEMA will first consult with the objecting party and then with other Signatories, Invited Signatories, and Consulting Parties, as appropriate, within thirty (30) days to resolve the objection. If FEMA determines that such objection cannot be resolved, FEMA will proceed as set forth below.
- B. Should MD SHPO, the City, MDEM, or any other Consulting Party object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, FEMA shall consult with such party to resolve the objection. If FEMA determines that such objection cannot be resolved, FEMA will:
 - 1. Forward all documentation relevant to the dispute, including FEMA's proposed resolution, to the ACHP. The ACHP shall provide FEMA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FEMA shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, Signatories, Invited Signatories, and Consulting Parties, and provide them with a copy of this written response. FEMA will then proceed according to its final decision.
 - 2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day-period, FEMA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FEMA shall prepare a written response that considers any timely comments regarding the dispute from the Signatories, Invited Signatories, and Consulting Parties, and provide them and the ACHP with a copy of such written response.
- C. The Signatories' responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute would remain unchanged.
- D. Should disputes arise under exigent circumstances (e.g., concerns over construction suspensions or delays), all parties except ACHP agree to expedite their respective document review and dispute resolution obligations within seven (7) days.
- E. In the event any member of the public raises a timely and substantive objection related to historic preservation and pertaining to the manner in which the terms of

this Agreement are implemented, at any time during its implementation, FEMA will take the objection into account by consulting with the objector to resolve the objection. When FEMA responds to such an objection, it will notify Signatories, Invited Signatories, and Consulting Parties, as appropriate, of the objection and the manner in which it was resolved. Depending on the subject of the objection, FEMA may request the assistance of a Signatory, Invited Signatory and/or a Consulting Party to resolve the objection. FEMA's responsibility to fulfill all other parts of the undertaking that are not the subject of the dispute would remain unchanged.

XXI. AMENDMENTS

- A. This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy is signed by all of the Signatories.
- B. If any Signatory determines that an amendment to the terms of the Agreement must be made, the Signatories shall consult for no more than ninety (90) days to seek amendment of the PA.

XXII. TERMINATION

- A. The ACHP or Signatories may terminate this Agreement by providing thirty (30) days written notice to the other Signatories, provided that the Signatories consult during this period to seek amendments or other actions that would prevent termination.
- B. If this Agreement is terminated, FEMA will comply with Section 106 through other applicable means pursuant to 36 CFR Part 800. Prior to work continuing on the undertaking, FEMA must either (a) execute a Memorandum of Agreement or new Programmatic Agreement or (b) request, consider, and respond to the comments of the ACHP under 36 CFR § 800.7. Upon such determination, FEMA will provide all other Signatories and the ACHP with written notice of the termination of this Agreement.
- C. This Agreement may be terminated by the implementation of a subsequent Agreement pursuant to 36 CFR § 800.14(b) that explicitly terminates or supersedes this Agreement, or by FEMA's implementation of Alternate Procedures pursuant to 36 CFR § 800.14(a).
- D. If any provision of the Agreement is deemed by a Federal Court to be contrary to, or in violation of, any applicable existing law or regulation of the United States, only the conflicted provision(s) shall be deemed null and void, and the remaining provisions of the Agreement remain in effect.

XXIII. EMERGENCY SITUATIONS

- A. Should a natural disaster or an emergency situation occur that is an imminent threat to public health or safety, or creates a hazardous condition and has the potential to affect historic properties, the City will contact the appropriate local law

enforcement, as needed, and FEMA, as soon as possible. FEMA will notify Signatories, Invited Signatories, and Consulting Parties within twenty-four (24) hours of the condition that created the emergency, the immediate action taken in response to the emergency, the expected effects to historic properties, and, where appropriate, further plans to address the emergency. This will include any further proposals to avoid, minimize, or mitigate potential adverse effects to historic properties. Procedures to follow in the event of a natural disaster or emergency situation will be in accordance with 36 CFR § 800.12(b).

- B. Signatories, Invited Signatories, and Consulting Parties will have seven (7) days to review and comment on the plan(s) for further action. If Signatories, Invited Signatories, and Consulting Parties do not object to the plan within the review period, the City will implement the proposed plan(s).
- C. Where possible, the City will ensure that emergency response activities allow for future preservation or restoration of historic properties, consider the Secretary's *Standards for the Treatment of Historic Properties* (36 CFR Part 68), and include on-site monitoring by the appropriate qualified professional as contained in Stipulation VI (Archaeological Monitoring).
- D. Immediate rescue and salvage operations conducted to preserve life or property are exempt from these and all other provisions of this Agreement.

XXIV. EFFECTIVE DATE OF THIS AGREEMENT

- A. This Agreement will go into effect on the date ACHP signs the document, which will be the final signature among all the Signatories.

XXV. EXECUTION

- A. Within one (1) week of execution of this Agreement, FEMA will provide each Signatory, Invited Signatory, and Consulting Party with one (1) high quality, legible, full color, electronic copy of the fully-executed Agreement and all its appendices fully integrated into a single document.
- B. If the electronic copy is too large to send by electronic mail, FEMA will make copies available through an online site or through another suitable electronic means.
- C. The City will also make the Agreement available to the public on the City's website within thirty (30) days of execution. Proprietary, sensitive, or otherwise protected information, including the locations of archaeological sites, will be redacted in any publicly shared information about the Agreement or its appendices.

Exhibit A

Exhibit A-1: APE Map

Exhibit A-2: LOD Map

Exhibit A-3: Areas for Architectural Survey



Exhibit A-1: APE Map (Source: MEDUSA, Maryland's Cultural Resource Information System).

Annapolis City Dock
Programmatic Agreement
ACHP Project Number: 021727

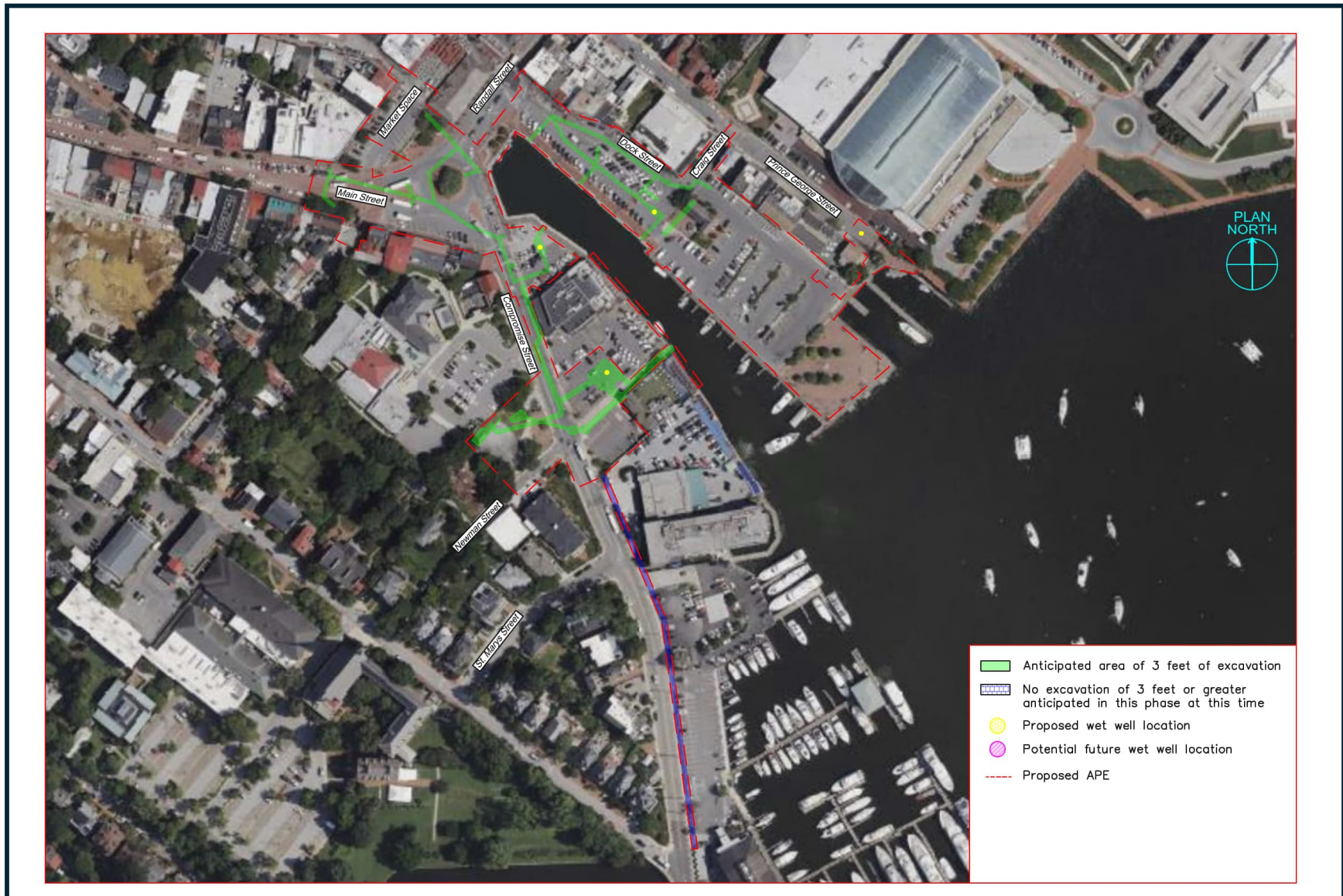


Exhibit A-2: LOD Map (Source: City of Annapolis).



Exhibit A-3: Areas for architectural reconnaissance survey (Source: MEDUSA, Maryland's Cultural Resource Information System).

Annapolis City Dock
Programmatic Agreement
ACHP Project Number: 021727

Exhibit B

List of Historic Properties in the APE

Map Search Results, Medusa Cultural Resource Information System

3/27/2025

| ID | | Type | Name |
|----------|----------|------|--------------------------------------|
| Easement | presEase | | "Middleton's Tavern" |
| Easement | presEase | | Brewer House |
| Easement | presEase | | Annapolis Summer Garden Theatre |
| Easement | presEase | | Sands House |
| Easement | presEase | | Annapolis Market House |
| Easement | presEase | | Nicholas Brewer House |
| Easement | presEase | | 99 Main Street |
| Easement | presEase | | Burtis House |
| Easement | presEase | | Pinkney-Callahan House |
| Easement | presEase | | Shiplap Garden |
| NR | nrhp | | United States Naval Academy |
| NR | nrhp | | Pinkney-Callahan House |
| NR | nrhp | | Patrick Creagh House |
| NR | nrhp | | Annapolis Historic District |
| NR | nrhp | | "HELIANTHUS III (yacht), site" |
| NR | nrhp | | Colonial Annapolis Historic District |
| NR | nrhp | | John Sands House |
| NR | nrhp | | "Artisan's House" |
| NR | nrhp | | MUSTANG (brogan) |
| AA-545 | archInv | | |
| AA-461A | archInv | | Ridout Tenement House Outbuilding |
| AA-1256 | archInv | | |
| AA-1705 | archInv | | |
| AA-539 | archInv | | Restored Federal Townhouse |
| AA-1190 | archInv | | |
| AA-1627 | archInv | | |
| AA-1166 | archInv | | |
| AA-1154 | archInv | | |
| AA-1195 | archInv | | |
| AA-1313 | archInv | | |
| AA-1821 | archInv | | |
| AA-1620 | archInv | | |
| AA-1251 | archInv | | |

| | | |
|---------|---------|--|
| AA-551 | archInv | Peerless Commercial Building |
| AA-443 | archInv | Samuel Hutton House |
| AA-1350 | archInv | |
| AA-557 | archInv | |
| AA-496 | archInv | |
| AA-1155 | archInv | |
| AA-593 | archInv | Charles Weiss Commercial Building |
| AA-1281 | archInv | |
| AA-515 | archInv | Bird House |
| AA-1296 | archInv | |
| AA-1304 | archInv | |
| AA-1258 | archInv | |
| AA-1327 | archInv | |
| AA-1275 | archInv | |
| AA-1269 | archInv | |
| AA-1795 | archInv | |
| AA-486 | archInv | Charles H. Russell Store and Dwelling |
| AA-1302 | archInv | "Otto Peterson House, Annapolis Pottery" |
| AA-654 | archInv | Patrick Creagh House |
| AA-653 | archInv | Dr. James Murray House |
| AA-1254 | archInv | |
| AA-1702 | archInv | |
| AA-1169 | archInv | |
| AA-521 | archInv | |
| AA-534 | archInv | |
| AA-436 | archInv | |
| AA-1163 | archInv | |
| AA-1623 | archInv | |
| AA-489 | archInv | George Taylor House |
| AA-1198 | archInv | |
| AA-464 | archInv | "Ridout's Office" |
| AA-444 | archInv | |
| AA-546 | archInv | |
| AA-554 | archInv | |
| AA-1358 | archInv | |
| AA-1248 | archInv | |
| AA-540 | archInv | |
| AA-565 | archInv | "Ivy Shop, The Leader" |
| AA-595 | archInv | Edward and Ella Lee Burtis House |
| AA-1245 | archInv | |

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|---------|---------|--|
| AA-468 | archInv | William H. Butler House |
| AA-1278 | archInv | |
| AA-1353 | archInv | |
| AA-483 | archInv | Waterwitch Hook and Ladder No. 1 |
| AA-564 | archInv | |
| AA-1307 | archInv | |
| AA-508 | archInv | "First Farmer's National Bank" |
| AA-1299 | archInv | |
| AA-1264 | archInv | |
| AA-1321 | archInv | |
| AA-457 | archInv | "Fiddler's Green" |
| AA-1819 | archInv | Joseph S.M. Basil Commercial Building #1 |
| AA-469 | archInv | City Hall - Assembly Rooms |
| AA-1616 | archInv | |
| AA-1272 | archInv | |
| AA-1793 | archInv | |
| AA-492 | archInv | |
| AA-1168 | archInv | |
| AA-1359 | archInv | |
| AA-1159 | archInv | |
| AA-1590 | archInv | |
| AA-543 | archInv | |
| AA-1266 | archInv | |
| AA-1703 | archInv | |
| AA-1625 | archInv | |
| AA-39 | archInv | |
| AA-1294 | archInv | |
| AA-1356 | archInv | |
| AA-1622 | archInv | |
| AA-590 | archInv | Market House |
| AA-553 | archInv | Victorian Commercial Building |
| AA-1249 | archInv | |
| AA-1818 | archInv | |
| AA-41 | archInv | Thomas Terry Carpenter Shop |
| AA-1262 | archInv | |
| AA-535 | archInv | History Quest Building |
| AA-549 | archInv | |
| AA-1789 | archInv | |
| AA-1277 | archInv | |
| AA-680 | archInv | Pinkney-Callahan House |

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|-----------|------------|---|
| AA-359-26 | archInvDoe | "U.S. Naval Academy, Ricketts Hall, Building 566" |
| AA-494 | archInv | Christopher Hohne-Holland House |
| AA-1609 | archInv | |
| AA-442 | archInv | |
| AA-1160 | archInv | |
| AA-1283 | archInv | |
| AA-1794 | archInv | |
| AA-1239 | archInv | |
| AA-1820 | archInv | Joseph S.M. Basil Commercial Building # II |
| AA-510 | archInv | Onofrio Geraci House |
| AA-470 | archInv | Forensic Club |
| AA-1618 | archInv | |
| AA-723 | archInv | Stephen Rummels Site |
| AA-1189 | archInv | |
| AA-462 | archInv | Ridout Carriage House |
| AA-1291 | archInv | |
| AA-1619 | archInv | |
| AA-1799 | archInv | |
| AA-441 | archInv | "John Chalmer House, Federal Two-story Brick Residence" |
| AA-1797 | archInv | |
| AA-1196 | archInv | |
| AA-536 | archInv | Goodman Building |
| AA-454 | archInv | Doyle House |
| AA-1252 | archInv | |
| AA-1246 | archInv | |
| AA-863 | archInv | Cheasapeake Bay Brogan MUSTANG |
| AA-550 | archInv | |
| AA-1786 | archInv | |
| AA-560 | archInv | Et Cetera Shop |
| AA-137 | archInv | Colonial Annapolis Historic District |
| AA-1280 | archInv | |
| AA-558 | archInv | |
| AA-497 | archInv | |
| AA-1309 | archInv | |
| AA-1243 | archInv | |
| AA-592 | archInv | John T. Barber of George Storehouse |
| AA-1259 | archInv | |
| AA-518 | archInv | James R. Thomas House |
| AA-1297 | archInv | |

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|---------|---------|---|
| AA-1305 | archInv | |
| AA-1330 | archInv | |
| AA-2396 | archInv | John Anderson Jr. Commercial Building |
| AA-1158 | archInv | |
| AA-1192 | archInv | |
| AA-1171 | archInv | |
| AA-2010 | archInv | |
| AA-449 | archInv | William Munroe House |
| AA-1274 | archInv | |
| AA-514 | archInv | John T.E. Hyde Twin Dwellings |
| AA-568 | archInv | |
| AA-2397 | archInv | Sophia Roth Kramer Commercial Building |
| AA-651 | archInv | |
| AA-1268 | archInv | |
| AA-445 | archInv | Nicholas Brewer Tavern |
| AA-1255 | archInv | |
| AA-1292 | archInv | |
| AA-490 | archInv | "Galilean Hall, Free School, Galilean Fishermen's School" |
| AA-520 | archInv | George Dunn Family Single-Family Dwelling |
| AA-1303 | archInv | |
| AA-1798 | archInv | |
| AA-1682 | archInv | |
| AA-1162 | archInv | |
| AA-1199 | archInv | |
| AA-1357 | archInv | |
| AA-541 | archInv | |
| AA-1247 | archInv | |
| AA-1354 | archInv | |
| AA-555 | archInv | |
| AA-446 | archInv | Jacob Sampson House |
| AA-1595 | archInv | Circle Playhouse |
| AA-1624 | archInv | |
| AA-1361 | archInv | Annapolis City Hall |
| AA-1244 | archInv | |
| AA-563 | archInv | Late Victorian Italianate Commercial Building |
| AA-522 | archInv | "Dennis A. Claude, Jr. Tenement; Service Barber Shop" |
| AA-1791 | archInv | |
| AA-1279 | archInv | |
| AA-1260 | archInv | |

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|----------|------------|--|
| AA-1298 | archInv | |
| AA-1257 | archInv | Tobacco Prise Warehouse |
| AA-1706 | archInv | |
| AA-517 | archInv | Brewer House |
| AA-1306 | archInv | |
| AA-1329 | archInv | |
| AA-509 | archInv | William F. Williams Twin Dwellings |
| AA-495 | archInv | |
| AA-516 | archInv | |
| AA-1593 | archInv | YWCA |
| AA-1191 | archInv | |
| AA-1320 | archInv | |
| AA-687 | archInv | |
| AA-1271 | archInv | |
| AA-1792 | archInv | |
| AA-1615 | archInv | |
| AA-461 | archInv | Ridout Row Houses |
| AA-547 | archInv | |
| AA-1591 | archInv | |
| AA-448 | archInv | Margaret Bassford House |
| AA-537A | archInv | Commercial Building |
| AA-1265 | archInv | |
| AA-1801 | archInv | |
| AA-1152 | archInv | Burtis House |
| AA-1165 | archInv | |
| AA-646 | archInv | |
| AA-1628 | archInv | |
| AA-1295 | archInv | |
| AA-359-9 | archInvDoe | "U.S. Naval Academy, Halsey Field House" |
| AA-1621 | archInv | |
| AA-1788 | archInv | |
| AA-552 | archInv | |
| AA-450 | archInv | |
| AA-1351 | archInv | |
| AA-1156 | archInv | |
| AA-1263 | archInv | |
| AA-594 | archInv | Wineke Baurenschmidt Distillery Company Saloon |
| AA-561 | archInv | |
| AA-467 | archInv | Gloucester Apartments |
| AA-1241 | archInv | |

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|---------|---------|---|
| AA-1282 | archInv | |
| AA-533 | archInv | |
| AA-567 | archInv | Matthews-Shorter House |
| AA-759 | archInv | Vernacular Federal House |
| AA-1193 | archInv | |
| AA-2009 | archInv | |
| AA-511 | archInv | Elizabeth G. Caldwell House |
| AA-434 | archInv | |
| AA-1 | archInv | "Yacht Helianthus III, site" |
| AA-453 | archInv | McCusker House |
| AA-447 | archInv | Captain Beriah Maybury House |
| AA-1800 | archInv | |
| AA-1201 | archInv | |
| AA-1290 | archInv | |
| AA-1170 | archInv | |
| AA-463 | archInv | Ridout House |
| AA-1796 | archInv | |
| AA-435 | archInv | |
| AA-537 | archInv | Wear-With-All Building |
| AA-440 | archInv | Roger Williams Barber Shop and Dwelling |
| AA-1817 | archInv | "Middleton's Tavern" |
| AA-1164 | archInv | |
| AA-1197 | archInv | |
| AA-1289 | archInv | Anne Arundel County Board of Education Building |
| AA-1253 | archInv | |
| AA-548 | archInv | |
| AA-452 | archInv | |
| AA-538 | archInv | |
| AA-1787 | archInv | |
| AA-1157 | archInv | |
| AA-559 | archInv | |
| AA-1310 | archInv | |
| AA-455 | archInv | Old Annapolis A & P |
| AA-1360 | archInv | |
| AA-1242 | archInv | |
| AA-1352 | archInv | |
| AA-562 | archInv | |
| AA-591 | archInv | "McGarvey's Saloon" |
| AA-532 | archInv | Victualling House |
| AA-458 | archInv | Stevens Hardware |

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|---------|---------|-----------------------------------|
| AA-652 | archInv | Sands House |
| AA-643 | archInv | Shiplap House |
| AA-359 | archInv | U.S. Naval Academy |
| AA-498 | archInv | Kentish Inn |
| AA-451 | archInv | Callahan House |
| AA-513 | archInv | Sefton-Small House |
| AA-1273 | archInv | |
| AA-1328 | archInv | |
| AA-645 | archInv | "Artisan's House" |
| AA-1704 | archInv | |
| AA-1167 | archInv | |
| AA-1802 | archInv | |
| AA-542 | archInv | |
| AA-1267 | archInv | |
| AA-1293 | archInv | |
| AA-1626 | archInv | |
| AA-519 | archInv | George Dunn Family Twin Dwellings |
| AA-1194 | archInv | |
| AA-466 | archInv | Ireland House |
| AA-1250 | archInv | |
| AA-438 | archInv | |
| AA-1161 | archInv | |
| AA-1200 | archInv | |
| AA-544 | archInv | |
| AA-596 | archInv | "Riordan's Saloon" |
| AA-1355 | archInv | |
| AA-1312 | archInv | |
| AA-1288 | archInv | Annapolis Elementary School |
| AA-1326 | archInv | |
| AA-1607 | archInv | |
| AA-523 | archInv | |
| AA-1790 | archInv | |
| AA-1308 | archInv | |
| AA-1261 | archInv | |
| AA-512 | archInv | Matthew Strohm Twin Dwellings |
| AA-437 | archInv | Lloyd Dulaney House |
| AA-1610 | archInv | |
| AA-556 | archInv | Annapolis Federal Savings & Loan |
| AA-42 | archInv | |
| AA-1284 | archInv | |

AA-1594 archInv
AA-1617 archInv
AA-456 archInv
AA-1270 archInv
AA-1276 archInv
AA-566 archInv
AA-570 archInv
AA-37 archInv

Tilghman Company

"Sadler's Hardware"

"Gottlieb's Department Store, site"

Ideal Hotel

Annapolis City Dock
Programmatic Agreement
ACHP Project Number: 021727

Exhibit C

Contact Information

(REDACTED)

Exhibit D

Archaeological Work Plan

(REDACTED)

Annapolis City Dock
Programmatic Agreement
ACHP Project Number: 021727

Exhibit E

Phasing Diagram

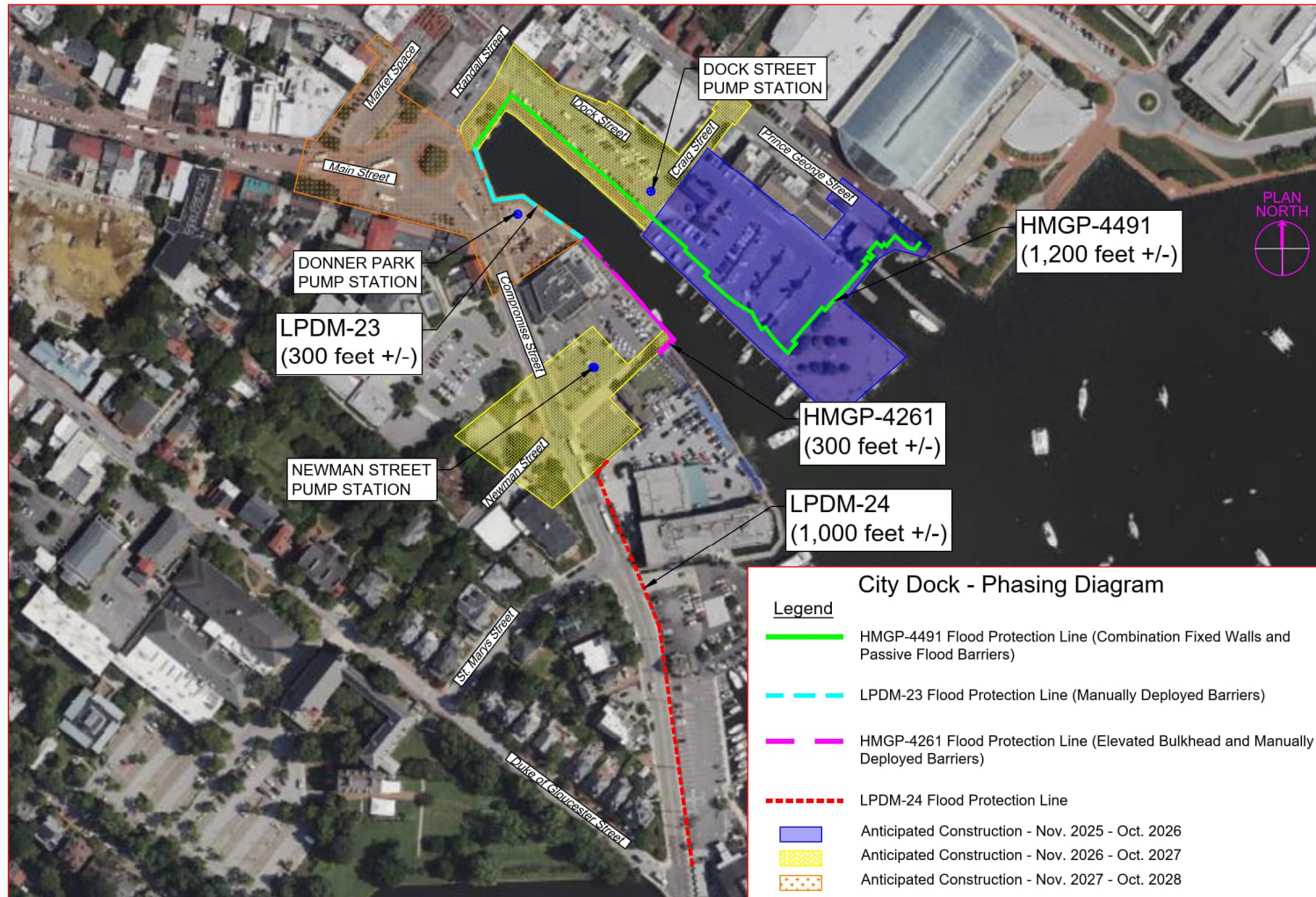


Exhibit E: Phasing Diagram

Exhibit F

List of Vulnerable Historic Properties in the APE

(REDACTED)

Annapolis City Dock
Programmatic Agreement
ACHP Project Number: 021727

Exhibit G

Appendix C of the Maryland Statewide Programmatic Agreement

Appendix C

Treatment Measures

When avoidance or minimization of adverse effects is not appropriate, the following Treatment Measures are suggested for the resolution of adverse effects:

If Undertakings may or will result in adverse effects, FEMA, the Recipient(s), sub-recipient, SHPO, and participating Tribes(s), and other consulting parties if applicable may develop a treatment measure plan that includes, but is not necessarily limited to, one or more of the following Treatment Measures, depending on the nature of historic properties affected and the severity of adverse effects. The parties will coordinate in accordance with the provisions of Stipulation II.C.6.a or II.C.6.b of this Agreement to resolve the adverse effects. The treatment plan shall include a detailed scope of work for the selected treatment measures, identify responsible parties for implementation, and provide a schedule for ongoing coordination and completion of the work.

FEMA shall ensure that all treatment measures performed pursuant to this Agreement area carried out by or under the direct supervision of a person or persons meeting at a minimum the Secretary's *Professional Qualifications* set forth in the Federal Register at 48 Fed. Reg. 44716-01 (September 29, 1983), as amended. In addition, FEMA that all cultural resources investigations and work performed pursuant to this Agreement shall be conducted in a manner consistent with the principles and standards contained in the documents (and subsequent revisions thereof) listed below:

- *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (1983 and successors);
- *Standards and Guidelines for Archeological Investigations in Maryland* (Shaffer and Cole 1994);
- *Standards and Guidelines for Architectural and Historical Investigations in Maryland* (Maryland Historical Trust, 2000);
- *Standards for Submission of Digital Images to the Maryland Inventory of Historic Properties* (Maryland Historical Trust, revised 2015);
- *General Guidelines for Compliance-Generated Determinations of Eligibility and Standards and Guidelines for Architectural and Historical Investigations in Maryland* (Maryland Historical Trust, 2002);
- *Advisory Council on Historic Preservation -Section 106 Archaeology Guidance* (ACHP 2007);
- *Advisory Council on Historic Preservation Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects* (ACHP 2007);
- Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68).

This Appendix may be amended in accordance with Stipulation IV.A.3 of this Agreement, Amendments.

A. Recordation: FEMA will consult with the SHPO to determine the level and format of recordation required for the affected property(s). FEMA shall ensure that the recordation is submitted to the SHPO for review and approval prior to project implementation. This recordation may include, but is not is not necessarily limited to, one or more of the following components:

1. Digital Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a digital photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate. The digital photography package will meet the standards cited in the *Standards for Submission of Digital Images to the Maryland Inventory of Historic Properties Policy January 2015 (MIHP Digital Images Photographic Policy)* or subsequent revisions (https://mht.maryland.gov/documents/pdf/research/Survey_DigitalPhotos_2008.pdf).
 - a. The digital photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. However, interior photographs will only be subject to this if a request for access is approved by the property owner and/or leasee. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.
 - b. The digital photography package shall include printed black-and-white prints of the digital photographs (with appropriate paper ink combination, per *MIHP Digital Images Photographic Policy*), an archival CD/DVD of the digital photographs, a completed Maryland Inventory of Historic Properties form, and a written site history of the historic property.
 - c. The designated responsible party shall submit the digital photography package to the SHPO, participating Tribe(s), for review and approval. Once approved by the SHPO, participating Tribe(s), the designated responsible party shall submit a copy of the approved documentation to a state or local historical society, archive, and/or library for permanent retention.
2. 35mm Black and White Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a 35 mm film black and white film photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate. The traditional 35mm photography package will meet the standards cited in the *Standards and Guidelines for Architectural and*

Historical Investigations in Maryland (Maryland Historical Trust, 2000) or subsequent revisions.

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

- c. The designated responsible party shall submit the large format film photography package to the SHPO and/or participating Tribe(s) for review and approval. Once approved by the SHPO, and/or participating Tribe(s), the designated responsible party shall submit a copy of the approved documentation to a state or local historical society, archive, and/or library for permanent retention.

B. Public Interpretation

Prior to project implementation, FEMA, the Recipient(s), and sub-recipient shall work with the SHPO and/or participating Tribe(s) to design an educational interpretive plan. The plan may include signs, displays, educational pamphlets, websites, workshops and other similar mechanisms to educate the public on historic properties within the local community, state, or region. Once an interpretive plan has been agreed to by the parties, SHPO and/or participating Tribes, and the designated responsible party shall continue to consult throughout implementation of the plan until all agreed upon actions have been completed by the designated responsible party.

C. Historical Context Statements and Narratives

Prior to project implementation, FEMA, the Recipient(s), and sub-recipient shall work with the SHPO and participating Tribe(s) to determine the topic and framework of a historic context statement or narrative the designated responsible party shall be responsible for completing. The statement or narrative may focus on an individual property, a historic district, a set of related properties, or relevant themes as identified in the statewide preservation plan. Once the topic of the historic context statement or narrative has been agreed to, the designated responsible party shall continue to coordinate with the SHPO and participating Tribe(s) through the drafting of the document and delivery of a final product. The designated responsible party shall use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

D. Oral History Documentation

Prior to project implementation, FEMA, the Recipient(s), and sub-recipient shall work with the SHPO and/or participating Tribe(s) to identify oral history documentation needs and agree upon a topic and list of interview candidates. Once the parameters of the oral history project have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and/or participating Tribe(s) through the data collection, drafting of the document, and delivery of a final product. The designated responsible party shall use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

E. Historic Property Inventory

Prior to project implementation, FEMA, the Recipient(s), and sub-recipient shall work with the SHPO and/or participating Tribe(s), to establish the appropriate level of effort to accomplish a historic property inventory. Efforts may be directed toward the resurvey of

previously designated historic properties and/or districts which have undergone change or lack sufficient documentation, or the survey of new historic properties and/or districts that lack formal designation. Once the boundaries of the survey area have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and/or participating Tribe(s), through the data collection process. The designated responsible party shall use SHPO and/or participating Tribe(s), standards for the survey of historic properties and SHPO and/or participating Tribe(s) forms as appropriate. The designated responsible party shall prepare a draft inventory report, according to SHPO and/or participating Tribe(s) templates and guidelines, and work with the SHPO and/or participating Tribes, until a final property inventory is approved. The designated responsible party shall use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

F. National Register and National Historic Landmark Nominations

Prior to project implementation, FEMA, the Recipient(s), and sub-recipient shall work with the SHPO and/or participating Tribes, to identify the individual properties that would benefit from a completed National Register or National Historic Landmark nomination form. Once the parties have agreed to a property, the designated responsible party shall continue to coordinate with the SHPO and/or participating Tribes, through the drafting of the nomination form. The SHPO and/or participating Tribe(s) shall provide adequate guidance to the designated responsible party during the preparation of the nomination form and shall formally submit the final nomination to the Keeper for inclusion in the National Register. The designated responsible party shall use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

G. Geo-References of Historic Maps and Aerial Photographs

Prior to project implementation, FEMA, the Recipient(s), and sub-recipient shall work with the SHPO and/or participating Tribe(s) to identify the historic maps and/or aerial photographs for scanning and geo-referencing. Once a list of maps and/or aerial photographs has been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and/or participating Tribes through the scanning and geo-referencing process and shall submit drafts of paper maps and electronic files to the SHPO, and/or participating Tribe(s) for review. The SHPO and/or participating Tribe(s) shall have final approval on the quality of the documentation provided by the designated responsible party. The final deliverable produced by the designated responsible party shall include a paper copy of each scanned image, a geo-referenced copy of each scanned image, and the metadata relating to both the original creation of the paper maps and the digitization process.

H. Archeological Data Recovery

Prior to project implementation, FEMA, the Recipient(s), and sub-recipient shall work with the SHPO and/or participating Tribe(s) to develop a plan for archeological data recovery and public education/interpretation. The plan shall specify, at a minimum:

- a. The portions of the property where mitigations shall occur;
- b. Any portions of the property that will be destroyed without data recovery;
- c. The research questions to be addressed through data recovery with a description of the relevance and importance;
- d. The research and field methods to be used, with the explanation of their relevance to the research questions;
- e. The methods to be used in analysis, data management and dissemination of data including a schedule;
- f. The proposed disposition of recovered materials and records;
- g. Proposed methods for involving and informing the public;
- h. A proposed schedule for the submission of progress reports to FEMA, the Recipient(s), sub- the SHPO and/or participating Tribe(s); and
- i. Proposed public education/interpretation plan.

The parties shall review and comment on the plan and FEMA shall ensure that it is implemented prior to disturbance of the site.

I. Design Review

The purpose of this treatment measure is to determine if there are feasible alternatives that may avoid or minimize a potential adverse effect. FEMA anticipates that it will identify work items that may cause an adverse effect during the review of a project, project worksheet, or sub-grant application at an early stage of project planning, when the design has not been developed. The implementation of this treatment measure will allow the Recipient(s) and sub-recipient to continue with plan development and has the potential to influence the design. FEMA may include this treatment measure with other measures that are intended to mitigate any adverse effects that cannot be avoided.

Based on FEMA's review of the scope of work and/or plans, if FEMA determines that the proposed Undertaking may adversely affect historic properties, FEMA will include a comment in its review of the project, project worksheet, or sub-grant application that requires the Recipient and/or sub-recipient to provide additional information to FEMA during plan development.

- a. FEMA will request that the Recipient(s) and sub-recipient revise the scope of work to substantially conform to the Standards as described in Stipulation II.C.5.b, or alternatively to identify and assess feasible alternatives, if any, which may avoid or minimize the adverse effect. Prior to project implementation, the Recipient(s) and sub-recipient will provide this information to FEMA with sufficiently developed plans, and FEMA will provide the written alternatives assessment and plans to SHPO and/or participating Tribe(s) for a fifteen (15)-day review and comment period.
- b. If FEMA, in consultation with Recipient(s), sub-recipient, SHPO, and/or participating Tribe(s), and other consulting parties, as appropriate, determines that plans avoid the potential adverse effect, then design review is complete and the

2099 responsible entity is not required to carry out any additional Treatment Measures
2100 that may have been identified to offset the potential adverse effect; or
2101

- 2102 c. If FEMA in consultation with Recipient(s), sub-recipient, SHPO, and/or
2103 participating Tribe(s), and other consulting parties, as appropriate, determines that
2104 the plans do not avoid an adverse effect, FEMA will forward comments, if any, from
2105 SHPO and/or participating Tribe(s), or other consulting parties to the Recipient(s)
2106 and sub-recipient and request that the sub-recipient consider the comments in the
2107 development of the final construction documents. Recipient(s) and sub-recipient will
2108 provide a written response to the comments to FEMA, and FEMA will forward this
2109 response to SHPO, and/or participating Tribe(s), and other consulting parties, and
2110 the responsible entity will implement any additional Treatment Measures.
2111

2112 J. Alternative Treatment Measures
2113

2114 Prior to project implementation, FEMA, the Recipient(s), and sub-recipient shall work
2115 with the SHPO and/or participating Tribe(s) to identify other compensatory treatment
2116 measures to resolve the project's adverse effects. The parties may agree to alternative
2117 measures that serve an equal or greater public benefit in promoting the preservation of
2118 historic properties in lieu of more traditional treatment measures. The treatment plan shall
2119 include a detailed scope of work for the alternative treatment measures, identify
2120 responsible parties for implementation, and provide a schedule for ongoing coordination
2121 and completion of the work.

Exhibit H

Delaware Nation

Historic Preservation Inadvertent Discovery Policy

(REDACTED)