

45 **WHEREAS**, this Agreement conforms to the FEMA Prototype Agreement as designated by the
46 ACHP on December 17, 2013, and therefore does not require the participation or signature of the
47 ACHP; and
48

49 **WHEREAS**, in order to implement its Programs, FEMA will provide assistance to the State of
50 Nevada (Recipient) that may provide monies and other assistance to eligible Subrecipients, and as
51 such, FEMA has invited the Nevada Division of Emergency Management (NDEM), the Recipient
52 responsible for administering funds provided under these Programs to execute this Agreement as
53 an Invited Signatory; and
54

55 **WHEREAS**, FEMA also may directly perform its own Undertakings pursuant to this Agreement;
56 and
57

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

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

69 **WHEREAS**, FEMA has invited Tribes that have sites of religious and cultural significance to enter
70 into the terms of this Agreement as invited Signatories in accordance with 36 CFR § 800.14(f).
71 Although no Tribes responded, nothing in this Agreement prevents a Tribe from entering into a
72 separate Programmatic Agreement or other agreement with FEMA for administration of FEMA
73 Programs; and
74

75 **WHEREAS**, the terms of this Agreement shall not apply to Undertakings on or affecting Tribal
76 lands without prior execution of the Agreement by the affected Tribe(s); and
77

78 **WHEREAS**, for the review of specific Undertakings under this Agreement, FEMA may invite
79 other agencies, organizations, and individuals to participate as consulting parties; and
80

81 **NOW, THEREFORE**, FEMA, the Recipient, and the SHPO (Signatories) agree that FEMA
82 Programs in the State for Nevada shall be administered in accordance with the following
83 Stipulations to satisfy FEMA's Section 106 and Section 110 responsibilities for all resulting
84 Undertakings and effectively integrate historic preservation compliance considerations into the
85 delivery of FEMA assistance. FEMA will not authorize implementation of an individual
86 Undertaking until Section 106 review is completed pursuant to this Agreement.

87
88 **STIPULATIONS**
89

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

92 **I. GENERAL**

93
94 A. Applicability

- 95
96 1. The execution of this Agreement supersedes the terms of the 2016 Section 106
97 Programmatic Agreement in the State Nevada, which expired on January 15, 2023, but
98 remains effective for Declarations made prior to its expiration in order to minimize
99 delays in delivery of FEMA assistance.
100
- 101 2. For FEMA Undertakings that also are within the jurisdiction of the Federal
102 Communications Commission (FCC) and within the scope of its Section 106
103 Programmatic Agreements for communication facilities, FEMA defers Section 106
104 review in accordance with the ACHP Program Comment, as amended on July 31, 2020
105 ([Program Comment to Avoid Duplicative Reviews for Wireless Communications](#)
106 [Facilities Construction and Modification | Advisory Council on Historic Preservation](#)
107 [\(achp.gov\)](#)). The approval of funding for the FEMA Undertaking shall be conditioned
108 upon the compliance of the Subrecipient with the FCC's applicable Section 106 review,
109 including any required consultation with Tribes. FEMA shall notify the SHPO/THPO
110 when it applies the ACHP Program Comment to an Undertaking. FEMA remains
111 responsible for any FEMA Undertakings it determines are outside the jurisdiction of
112 FCC.
113
- 114 3. In the event of a Stafford Act major disaster or emergency declaration (Declaration),
115 state, Tribal and local governments may lack the capability to perform or to contract for
116 emergency work, and instead request that the work be accomplished by a federal agency.
117 FEMA may perform this work directly, or through a mission assignment (MA), may
118 direct appropriate federal agencies to perform the work pursuant to Titles IV and V of
119 the Stafford Act and 44 CFR Part 206. This Agreement shall apply to such federal
120 assistance undertaken by or directed by FEMA.
121
- 122 4. FEMA may utilize this Agreement to fulfill its Section 106 responsibilities and those of
123 other federal agencies that designate FEMA as the lead federal agency pursuant to 36
124 CFR § 800.2(a)(2) with appropriate notification to the other Signatories and the ACHP
125 regarding Undertakings that fall within the scope of this Agreement. When FEMA is
126 not designated as the lead federal agency, all federal agencies, including FEMA, remain
127 individually responsible for their compliance with Section 106. This provision does not
128 prevent FEMA from recognizing another federal agency as lead federal agency for
129 specific Undertakings as appropriate.
130

- 131 5. If another federal program or federal agency has concluded Section 106 consultation
 132 review and approved an Undertaking within the past five (5) years, FEMA has no further
 133 requirement for Section 106 review regarding that Undertaking provided that FEMA:
 134
- 135 a. confirms that the scope and effect [as defined by 36 CFR § 800.16(i)] of its
 136 Undertaking are the same as that of the Undertaking reviewed by the previous
 137 agency; and
 - 138 b. determines that the previous agency complied with Section 106 appropriately; and
 - 139 c. adopts the findings and determinations of the previous agency.

140 FEMA shall document these findings in its project file in order to confirm that the
 141 requirements of Section 106 have been satisfied. Should FEMA, in consultation with
 142 SHPO and participating Tribe(s), determine that the previous Section 106 review was
 143 insufficient or involved interagency disagreements about eligibility, effect, and/or
 144 treatment measures, FEMA shall conduct additional Section 106 consultation in
 145 accordance with the terms of this Agreement.
 146

- 147 6. With the written concurrence of the Signatories, other federal agencies providing
 148 financial assistance for the type of activities covered under the terms of this Agreement,
 149 as outlined in Appendix A, may satisfy their Section 106 responsibilities for such
 150 activities by accepting and complying in writing with the terms of this Agreement.
 151
- 152 a. Other federal agencies may include states, Tribes, and units of local government
 153 who have assumed environmental responsibilities of the U.S. Department of
 154 Housing and Urban Development and, acting as the Responsible Entity pursuant to
 155 24 CFR Part 58, are responsible for environmental review, decision-making, and
 156 action.
 157
 - 158 b. In such situations, the other federal agency shall notify the Signatories in writing of
 159 its intent to use this Agreement to achieve compliance with its Section 106
 160 requirements and consult with the Signatories regarding its Section 106 compliance
 161 responsibilities. Resumes of staff who meet the Secretary of the Interior's
 162 (Secretary's) *Professional Qualification Standard(s)* shall be provided to FEMA and
 163 the SHPO for approval. Approved staff will review Second Tier projects in
 164 accordance with Appendix B of this Agreement, and determinations shall be
 165 provided to FEMA and the SHPO.
 166
- 167 7. FEMA has determined that the following types of activities have limited or no potential
 168 to affect historic properties and FEMA has no further Section 106 responsibilities with
 169 regards to them, pursuant to 36 CFR § 800.3(a)(1):
 170
- 171 a. Assistance to individuals and households provided under 44 CFR Part 206, Subpart
 172 D and Section 408 of the Stafford Act, including funding for owner occupied home
 173 repair, content replacement, personal property, transportation, and healthcare

- 174 expenses (pursuant to 44 CFR § 206.110(m)), is exempt from the provisions of
175 Section 106).
- 176 i. However, FEMA shall conduct Section 106 review for ground disturbing
177 activities, and construction related to 44 CFR §§ 206.117(b)(1)(ii) (temporary
178 housing), 206.117(b)(3) (replacement housing), 206.117(b)(4) (permanent
179 housing construction), 206.117(b)(2)(iii)(F) (repair of a structure's access and
180 egress, including privately owned access roads and privately owned bridges),
181 and repair of multi-family housing units.
- 182
- 183 b. Administrative actions such as personnel actions, travel, procurement of services,
184 supplies (including vehicles and equipment) for the support of day-to-day and
185 emergency operational activities, and the temporary storage of goods provided
186 storage occurs within existing facilities or on previously disturbed soils.
- 187
- 188 c. Granting of variances, and actions to enforce Federal, Tribal, State, or local codes,
189 standards or regulations.
- 190
- 191 d. Monitoring, data gathering, and reporting in support of emergency and disaster
192 planning, response and recovery, and hazard activities.
- 193
- 194 e. Research and development of hazard warning systems, hazard mitigation plans,
195 codes and standards, and education/public awareness programs.
- 196
- 197 f. Funding provided for planning, studies, and design and engineering costs that
198 involve no commitment of resources other than staffing.
- 199
- 200 g. Assistance provided for training, management and administration, exercises, and
201 mobile/portable equipment purchases, with the exception of potential ground-
202 disturbing activities and modification of existing structures.
- 203
- 204 h. Community Disaster Loans for funding to perform governmental functions for any
205 eligible jurisdiction in a designated disaster area that has suffered a substantial loss
206 of tax and other revenue pursuant to Section 417 of the Stafford Act.
- 207
- 208 i. Funding for acquisition or lease of existing facilities where planned uses conform to
209 past use or local land use requirements.
- 210
- 211 j. Funding the administrative action of acquiring properties in acquisition projects,
212 including the real estate transaction.
- 213
- 214 k. Labor, equipment, and materials used to provide security in the Declaration area,
215 including lease, rental, purchase, or repair of equipment or vehicles and payment for
216 staff and contract labor.
- 217

- 218 l. Application of pesticides to reduce adverse public health effects, including aerial
219 and truck-mounted spraying.
- 220
- 221 m. Unemployment assistance pursuant to Section 410 of the Stafford Act.
- 222
- 223 n. Food coupon distribution pursuant to Section 412 of the Stafford Act.
- 224
- 225 o. Legal services pursuant to Section 415 of the Stafford Act.
- 226
- 227 p. Crisis counseling pursuant to Section 416 of the Stafford Act.
- 228
- 229 8. Any FEMA Programs authorized by the United States Congress in the future may be
230 included in this Agreement in accordance with Stipulation IV.A, Amendments. Any
231 change in the FEMA name, Programs, or organizational structure shall not affect this
232 Agreement.
233

234 B. Roles and Responsibilities of the Signatories

- 235
- 236 1. FEMA:
- 237
- 238 a. FEMA shall use federal, Tribal, state, Subrecipient, or contractor staff whose
239 qualifications meet the Secretary's *Professional Qualifications* set forth in the
240 Federal Register at 48 Federal Register 44716-01 (September 29, 1983), as amended
241 (Qualified), in applying Second Tier Programmatic Allowances listed in Appendix
242 B, completing identification and evaluation of historic properties, and making
243 determinations of effects. FEMA shall review any National Register eligibility
244 determination and make its own findings of effects resulting from the performance
245 of these activities prior to submitting such determinations to the SHPO and
246 participating Tribe(s).
247
- 248 i. FEMA acknowledges that Tribes possess special expertise in assessing the
249 National Register eligibility of properties with religious and cultural significance
250 to them. Tribal leaders, and as appropriate, their representatives, shall decide
251 who meets qualifications/standards as defined by their Tribes for review of
252 Undertakings affecting properties with religious and cultural significance to
253 them.
254
- 255 b. FEMA alone shall conduct all Section 106 consultation with Tribe(s). In accordance
256 with 36 CFR § 800.2(c)(4), FEMA may authorize the Recipient, or a Subrecipient
257 through the Recipient, to initiate the Section 106 process with the SHPO and other
258 consulting parties, assist in identifying other consulting parties with a demonstrated
259 interest in the Undertaking, and prepare any necessary analyses and documentation,
260 but FEMA shall remain responsible for determinations of National Register
261 eligibility and findings of effects recommended by the authorized party. FEMA shall

262 follow the process set forth in Stipulation I.B.1(a), FEMA Roles and
263 Responsibilities, and notify the SHPO in writing when a Recipient or Subrecipient
264 has been authorized to initiate consultation on FEMA's behalf.

265
266 c. Prior to authorizing the release of funds for individual Undertakings requiring grant
267 conditions pursuant to this Agreement, FEMA shall inform the Recipient of all
268 stipulations and conditions and ensure that they are understood so they can be
269 adequately conveyed to the Subrecipient. FEMA shall work in partnership with the
270 Recipient to provide guidance to Subrecipients on in-kind repair and techniques to
271 avoid or minimize adverse effects to historic properties pursuant to 36 CFR Part 68
272 *The Secretary of the Interior's Standards for the Treatment of Historic Properties*,
273 2017 or the most current version (Secretary's Standards).

274
275 d. FEMA shall provide the other Signatories and the ACHP with an annual report for
276 the previous calendar year by June 30 of each year that this Agreement is in effect.
277 This annual report will summarize the actions taken to implement the terms of this
278 Agreement, statistics on Undertakings reviewed, and any recommended actions or
279 revisions to be considered, including updates to the appendices.

280
281 e. FEMA shall confer annually and as necessary with the other Signatories within sixty
282 (60) days after issuance of the annual report, to review the report and/or discuss
283 issues and concerns in greater detail. This review shall occur in person or by
284 telephone, as determined by FEMA.

285
286 f. FEMA shall notify the SHPO and affected Tribe(s), as soon as practicable following
287 a Declaration, to provide specific points of contact and other pertinent information
288 about the Declaration.

289
290 g. FEMA may convene an initial scoping meeting with the Signatories and other
291 interested parties as soon as practicable after each Declaration to address
292 Declaration-specific issues and procedures.

293
294 h. FEMA shall ensure that all documentation resulting from Undertakings reviewed
295 pursuant to this Agreement is consistent with applicable SHPO and Tribal guidelines
296 and the confidentiality provisions of 54 U.S.C. § 307103 and 36 CFR § 800.11(c).

297 2. SHPO:

298
299 a. The SHPO shall review FEMA's determination of the Area of Potential Effects
300 (APE), National Register eligibility determinations, and FEMA's effect findings and
301 respond within timeframes required by this Agreement.

302
303 b. Upon request, the SHPO shall provide FEMA and/or its designee(s) with available
304 information about historic properties (such as access to online systems or site files,
305 GIS data, survey information, or geographic areas of concern). Such data sharing

- 306 may be memorialized in an agreement. Only Qualified FEMA staff and/or
307 designee(s) shall be afforded access to protected historic property information.
308
- 309 c. The SHPO shall identify staff or consultants to assist FEMA staff with their Section
310 106 responsibilities, and identify, in coordination with FEMA, those activities
311 within the Section 106 review process that SHPO may perform for specific
312 Undertakings as agreed in writing with FEMA.
313
- 314 d. As requested, SHPO staff shall be reasonably available as a resource and for
315 consultation through site visits, written requests, telephone conversations, or
316 electronic media. In those instances where consultation with the SHPO has occurred,
317 FEMA shall provide a written summary of the consultation via e-mail or regular
318 mail to the SHPO, including any decisions that were reached.
319
- 320 e. The SHPO may delegate some or all of its responsibilities under this Agreement to
321 one or more Liaisons who serve as a dedicated point of contact for consultation with
322 FEMA. The SHPO shall confer with FEMA about the selection of any Liaisons, the
323 scope of delegated responsibilities, and related implementing procedures. The
324 SHPO shall formally document these decisions for concurrence by FEMA. Liaisons
325 are not required to be members of the SHPO staff.
326
- 327 f. The SHPO shall participate in an initial scoping meeting for a Declaration.
328
- 329 g. The SHPO may assist local jurisdictions and/or the Recipient (State of Nevada) with
330 advance planning efforts to consider historic properties in the context of homeland
331 security considerations, including disaster preparedness, response, recovery, and
332 mitigation programs for which FEMA funding may be requested.
333
- 334 h. The SHPO shall coordinate with FEMA to identify consulting parties, including any
335 communities, organizations, or individuals that may have an interest in a specific
336 Undertaking and its effects on historic properties.
337
- 338 i. The SHPO shall participate in annual reviews, convened by FEMA, of the
339 effectiveness of this Agreement in accordance with Stipulation I.B.1(e).
- 340 3. Recipient:
341
- 342 a. The Recipient shall ensure that their Subrecipients understand and acknowledge
343 conditions and potential requirements that may be placed upon Undertakings as a
344 result of Section 106 consultation and the provisions of this Agreement.
345
- 346 b. The Recipient shall participate in an initial scoping meeting for a Declaration.
347

- 348 c. The Recipient shall ensure that their Subrecipients understand that failure to comply
349 with any project-specific conditions that have been placed on their grants could
350 jeopardize FEMA funding.
351
- 352 d. The Recipient shall notify FEMA as soon as possible of any proposed change to the
353 approved scope of work. The Recipient shall direct their Subrecipient not to
354 implement the changes to the proposed scope of work until any and all review
355 required by this Agreement is complete.
356
- 357 e. The Recipient shall ensure that its Subrecipients are made aware that in the event of
358 an unexpected discovery involving an Undertaking that has affected a previously
359 unidentified historic property or human remains, or affected a known historic
360 property in an unanticipated manner, the Subrecipient will comply with Stipulation
361 III.B, Unexpected Discoveries, Previously Unidentified Properties, or Unexpected
362 Effects.
363
- 364 f. The Recipient shall ensure that in its subgrant agreements, any scope of work
365 involving ground disturbance, and resultant contracts to execute said work, provide
366 for the protection of historic properties and human remains and ensure notification
367 protocols for unexpected discoveries or unexpected effects to historic properties and
368 human remains are followed.
369

370 C. Tribal Consultation

- 371
- 372 1. For FEMA Undertakings on Tribal lands or affecting properties of religious and cultural
373 significance, and where no Tribe-specific consultation agreements or protocols are in
374 place, FEMA shall consult with affected Tribe(s) in accordance with 36 CFR Part 800.
375 In determining the specific Tribe(s) affected, FEMA will first establish that it is a type
376 of Undertaking with potential to affect historic properties with religious and cultural
377 significance and may consult with the SHPO, Tribe(s), any State Tribal Agency, and
378 access any database or other tools to identify geographic Tribal interests.
379
- 380 2. To the extent permitted by Section 304 of the NHPA, Section 9(a) of the Archeological
381 Resources Protection Act (ARPA) (16 U.S.C. §§ 470aa – 470mm), and any other
382 applicable laws, FEMA shall ensure it withholds information protected by such laws
383 from public disclosure.
384
- 385 3. FEMA shall invite affected Tribe(s) to participate in the initial scoping meeting within
386 their geographic area of interest for each Declaration.

387 D. Public Participation

- 388
- 389 1. FEMA recognizes that the views of the public are essential to informed decision making
390 throughout the Section 106 consultation process. FEMA shall notify the public of

- 391 proposed Undertakings in a manner that reflects the nature, complexity, and significance
392 of historic properties likely affected by the Undertaking, the likely public interest given
393 FEMA's specific involvement, and any confidentiality concerns of Tribe(s), private
394 individuals, or businesses.
395
- 396 2. FEMA may consult with the Recipient, Subrecipient, SHPO, participating Tribe(s), and
397 other consulting parties to determine if there are individuals or organizations with a
398 demonstrated interest in historic properties that should be included as a consulting party
399 for the Undertaking in accordance with 36 CFR § 800.2(c)(5). If such parties are
400 identified or identify themselves to FEMA, FEMA shall provide them with information
401 regarding the Undertaking and its effects on historic properties, consistent with the
402 confidentiality provisions of 36 CFR § 800.11(c).
403
- 404 3. In accordance with the outreach strategy for involving the public developed for an
405 Undertaking in consultation with the SHPO and participating Tribe(s), FEMA shall
406 identify the appropriate stages to seek public input during the Section 106 consultation
407 process. FEMA shall consider all views provided by the public regarding an
408 Undertaking.
409
- 410 4. FEMA may also provide public notices and the opportunity for public comment or
411 participation in an Undertaking through the public participation process of the National
412 Environmental Policy Act (NEPA) and FEMA's implementing policies set forth in DHS
413 Directive No. 023-01, *Implementation of the National Environmental Policy Act* (Oct.
414 31, 2014); DHS Instruction No. 023-01-001-01, *Implementation of the National*
415 *Environmental Policy Act* (Nov. 6, 2014); FEMA Directive No. 108-1, *Environmental*
416 *Planning and Historic Preservation Responsibilities and Program Requirements* (Oct.
417 10, 2018); FEMA Instruction No. 108-1-1, *Instruction on Implementation of the*
418 *Environmental Planning and Historic Preservation Responsibilities and Program*
419 *Requirements* (Oct. 10, 2018); and/or Executive Orders 11988, *Floodplain*
420 *Management*, and 11990, *Protection of Wetlands*, relating to floodplains and wetlands,
421 as set out in 44 C.F.R. Part 9, and Executive Order 12898, Environmental Justice,
422 provided such notices specifically reference Section 106 as a basis for public
423 involvement.
424
- 425 5. Should a member of the public object in writing to implementation of the Agreement's
426 terms, FEMA will notify the other Signatories in writing and take the objection into
427 consideration. FEMA shall consult with the objecting party and, if that party so requests,
428 the other Signatories for not more than thirty (30) days. In reaching its decision
429 regarding the objection, FEMA shall take into consideration all comments from these
430 parties. Within fifteen (15) days after closure of this consultation period, FEMA shall
431 provide other Signatories and the public with its final decision in writing.

432 E. Timeframes and Communications

- 433 1. All time designations shall be in calendar days unless otherwise stipulated. If any
434 Signatory does not object to FEMA's finding or determination related to an Undertaking
435 within an agreed upon timeframe, FEMA may proceed to the next step in the
436 consultation process as described in Stipulation II, Project Review.
- 437 2. Due to the varied nature of Undertakings, the individual response times to FEMA's
438 requests for comment/concurrence will vary. These response times are contingent upon
439 FEMA ensuring that its findings and determinations are made by Qualified staff and
440 supported by documentation as required by 36 CFR § 800.11(d) and 36 CFR §
441 800.11(e), and consistent with FEMA guidance.
- 442 a. For Emergency Undertakings as outlined in Stipulation II.B, Expedited Review of
443 Emergency Undertakings, the SHPO and participating Tribe(s) shall respond to any
444 FEMA request for comments within three (3) days after receipt, unless FEMA
445 determines the nature of the emergency action warrants a shorter time period.
446
- 447 b. For Undertakings associated with the Individual Assistance (IA) and Public
448 Assistance (PA) Programs, the response time for each request for concurrence shall
449 be a maximum of fifteen (15) days of receipt, or in accordance with temporary
450 timelines established by FEMA on a Declaration-by-Declaration basis.
451
- 452 c. For the Hazard Mitigation Grant Program (HMGP) and all non-disaster Programs,
453 the response time for each request for concurrence shall be a maximum of thirty (30)
454 days of receipt.
455
- 456 3. The consulting parties may send and accept official notices, comments, requests for
457 further information, and other communications required by this Agreement by e-mail.
458 FEMA and/or the Recipient shall send all requests for consultation and project
459 documentation to the SHPO in hard copy.
460

461 **II. PROJECT REVIEW**

462 A. Programmatic Allowances

- 463
- 464 1. If FEMA determines an Undertaking conforms to one or more allowances in Appendix
465 B of this Agreement, FEMA shall complete the Section 106 review process by
466 documenting this determination in the project file, without SHPO review or notification.
467
- 468 2. If the Undertaking involves a National Historic Landmark (NHL), FEMA shall notify
469 the SHPO, participating Tribe(s), and the NPS NHL Program Manager of the Pacific
470 West Regional Office (currently Ms. Elaine Jackson-Retondo, 333 Bush Street, Suite
471 500, San Francisco, CA 94104-2828, 415-623-2368) that the Undertaking conforms to

472 one or more allowances. FEMA shall provide information about the proposed scope of
473 work for the Undertaking and the allowance(s) enabling FEMA's determination.
474

475 3. If FEMA determines any portion of an Undertaking's scope of work does not conform
476 to one or more allowances listed in Appendix B, FEMA shall conduct expedited or
477 standard Section 106 review, as appropriate, for the entire Undertaking in accordance
478 with Stipulation II.B, Expedited Review for Emergency Undertakings, or Stipulation
479 II.C, Standard Project Review.
480

481 4. Allowances may be revised and new allowances may be added to this Agreement in
482 accordance with Stipulation IV.A.3, Amendments.

483 B. Expedited Review for Emergency Undertakings

484 1. Determine Expedited Review

485 a. As part of the Declaration process, FEMA shall define the time interval during which
486 the disaster causing incident occurs (the incident period, as defined in 44 CFR §
487 206.32(f)). FEMA may approve direct Federal assistance and/or funding for
488 emergency work (as defined in 44 CFR § 206.201(b)) that occurs during the incident
489 period, including work already completed, in response to an immediate threat to
490 human health and safety or property. Pursuant to 36 CFR § 800.12(d), FEMA may
491 conduct expedited review of emergency Undertakings for thirty (30) days from the
492 beginning of the incident period.

493 b. Should FEMA determine that it is necessary to extend the expedited review period
494 for emergency Undertakings beyond the initial thirty (30) days, FEMA shall, in
495 thirty (30)-day increments, as needed, notify in writing the ACHP, the SHPO, the
496 Recipient, and participating Tribe(s).

497 2. Conduct Expedited Reviews

498 a. If the emergency Undertaking is an immediate rescue and salvage operation
499 conducted in response to an event to preserve life and property, FEMA has no
500 Section 106 consultation responsibilities in accordance with 36 CFR § 800.12(d).
501

502 b. If the emergency Undertaking meets one or more of the Allowances in Appendix B
503 of this Agreement, FEMA shall complete the Section 106 review process pursuant
504 to Stipulation II.A.1, Programmatic Allowances.
505

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

508
509 i. To the extent practicable, FEMA will propose treatment measures that would
510 address adverse effects during implementation and request the comments of the
511 SHPO and participating Tribe(s) within three (3) days of receipt of this

512 information unless FEMA determines the nature of the emergency warrants a
513 shorter time period.

514

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

518

519 iii. FEMA shall take into account any timely comments provided by the SHPO and
520 participating Tribe(s) in making a decision on how to proceed.

521

522 iv. Should the SHPO and participating Tribe(s) not comment within three (3) days,
523 FEMA shall complete Section 106 consultation for the Undertaking based on the
524 available information.

525

526 v. FEMA shall notify the SHPO and participating Tribe(s) of the final decision,
527 indicating how any comments received were considered in reaching that
528 decision.

529

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

534

535 1. Consulting Parties: FEMA shall consider all written requests of individuals and
536 organizations to participate as consulting parties, and consult with the SHPO and
537 participating Tribe(s), in order to identify any other parties that meet the criteria to be
538 consulting parties in the Section 106 process. FEMA may invite others to participate as
539 consulting parties as the Section 106 consultation proceeds. FEMA shall invite any
540 individual or organization that will assume a specific role or responsibility outlined in a
541 Memorandum of Agreement (MOA) or Programmatic Agreement to participate as an
542 invited Signatory to the agreement.

543

544 2. Area of Potential Effects:

545

546 a. For standing structures not adjacent to or located within the boundaries of a National
547 Register listed or eligible district, Qualified staff may define the APE as the
548 individual structure when the proposed Undertaking is limited to its repair or
549 rehabilitation (as defined in 36 CFR § 68.2(b)).

550

551 b. For all other Undertakings, Qualified staff shall determine the APE in consultation
552 with the SHPO and participating Tribe(s). When establishing the APE, FEMA may
553 consider information provided by other parties, such as local governments and the
554 public.

555

- 556 3. Identification and Evaluation: Qualified staff shall determine, in consultation with the
557 SHPO and participating Tribe(s), if the APE contains historic properties, including
558 properties of religious and cultural significance. This may include the review of
559 documentation provided by the Recipient or Subrecipient in coordination with the
560 SHPO.
561
- 562 a. Level of Effort: FEMA shall make a reasonable and good faith effort to identify
563 historic properties in accordance with 36 CFR § 800.4(b)(1). FEMA may consult
564 with the SHPO to determine the level of effort and methodology necessary to
565 identify and evaluate a variety of historic property types. For properties of religious
566 and cultural significance to affected Tribe(s), FEMA shall consult with the affected
567 Tribe(s) to determine geographical areas containing such properties that may be
568 affected by an Undertaking and determine the necessary level of effort to identify
569 and evaluate or avoid historic properties.
570
- 571 b. National Historic Landmarks: When FEMA identifies an Undertaking with the
572 potential to affect an NHL, FEMA shall contact the NPS NHL Program Manager of
573 the Pacific West Regional Office, in addition to the SHPO, participating Tribe(s),
574 and other consulting parties. The purpose of this notification is to ensure early
575 coordination for an Undertaking that FEMA may later determine adversely affects
576 the NHL as outlined in Stipulation II.C.6.
577
- 578 c. Determinations of Eligibility: FEMA shall review or determine National Register
579 eligibility based on identification and evaluation efforts as described in 36 CFR §
580 800.4, and consult with the SHPO, participating Tribe(s), and other consulting
581 parties regarding these determinations. Should the SHPO, participating Tribe(s), or
582 another consulting party disagree with the determination of eligibility, FEMA shall
583 either:
584
- 585 i. Elect to consult further with the objecting party until the objection is resolved;
586
- 587 ii. Treat the property as eligible for the National Register; or
588
- 589 iii. Obtain a determination of eligibility from the Keeper of the National Register in
590 accordance with 36 CFR § 63.2(d)-(e) and 36 CFR § 800.4(c)(2).
591
- 592 4. Findings of No Historic Properties Affected: FEMA shall make a finding of “no historic
593 properties affected” under the following circumstances:
594
- 595 a. If no historic properties are present in the APE; or
596
- 597 b. The Undertaking is designed to avoid effects to historic properties, including
598 National Register listed or eligible properties of religious or cultural significance to
599 participating Tribe(s); or
600

- 601 c. The Undertaking does not affect the character defining features of a historic
602 property.
603
- 604 d. FEMA shall notify the SHPO, participating Tribes(s), and any other consulting
605 parties of this finding and provide supporting documentation in accordance with 36
606 CFR § 800.11(d). Unless the SHPO or participating Tribe(s) object(s) to the finding
607 within the applicable timeframe outlined in Stipulation I.E, Timeframes and
608 Communications, the Section 106 review of the Undertaking will have concluded.
609
- 610 e. If the SHPO or participating Tribe(s) object(s) to a finding of “no historic properties
611 affected,” FEMA shall consult with the objecting party to resolve the disagreement.
612
- 613 i. If the objection is resolved, FEMA may either proceed with the Undertaking in
614 accordance with the resolution, or reconsider effects on the historic property by
615 applying the criteria of adverse effect pursuant to Stipulation II.C.5, Application
616 of the Criteria of Adverse Effect, below.
617
- 618 ii. If FEMA is unable to resolve the disagreement, it will forward the finding and
619 supporting documentation to the ACHP and request that the ACHP review
620 FEMA’s finding in accordance with 36 CFR § 800.4(d)(1)(iv)(A) through 36
621 CFR § 800.4(d)(1)(iv)(C). FEMA shall consider the ACHP’s recommendation
622 in making its final determination. If FEMA’s final determination is to reaffirm
623 its “no historic properties affected” finding, the Section 106 review of the
624 Undertaking will have concluded. Otherwise, FEMA will proceed to Stipulation
625 II.C.5., below.
626
- 627 5. Application of the Criteria of Adverse Effect: If FEMA finds an Undertaking may affect
628 historic properties in the APE, including those of religious or cultural significance to
629 affected Tribe(s), FEMA shall apply the criteria of adverse effect to historic properties
630 within the APE(s) and consider any views of the consulting parties and the public
631 concerning effects in accordance with 36 CFR § 800.5(a).
632
- 633 a. If FEMA determines that an Undertaking does not meet the adverse effect criteria,
634 FEMA shall propose a finding of “no adverse effect” in accordance with 36 CFR §
635 800.5(b).
636
- 637 i. FEMA shall notify the SHPO, participating Tribe(s), and all other consulting
638 parties of its finding and provide supporting documentation pursuant to 36 CFR
639 § 800.11(e).
640
- 641 ii. Unless a consulting party objects within the applicable timeframe outlined in
642 Stipulation I.E, Timeframes and Communications, FEMA will proceed with its
643 “no adverse effect” determination and conclude the Section 106 review.
644

- 645 iii. If a consulting party objects to a finding of “no adverse effect,” FEMA will
646 consult with the objecting party to resolve the disagreement.
647
- 648 1) If the objection is resolved, FEMA shall proceed with the Undertaking in
649 accordance with the resolution; or
650
- 651 2) If the objection cannot be resolved, FEMA shall request that the ACHP
652 review the findings in accordance with 36 CFR § 800.5(c)(3) and submit the
653 required supporting documentation. FEMA shall consider the ACHP’s
654 comments in making its final determination.
655
- 656 b. If FEMA finds the Undertaking may adversely affect historic properties, FEMA
657 shall request, through the Recipient, that the Subrecipient revise the scope of work
658 to substantially conform to the Secretary’s Standards for standing structures or avoid
659 or minimize adverse effects for National Register listed or eligible archaeological
660 properties.
661
- 662 i. If the Subrecipient modifies the scope of work to avoid the adverse effect(s),
663 FEMA shall notify the SHPO, participating Tribe(s), and all other consulting
664 parties, and provide supporting documentation. Unless a consulting party makes
665 a timely objection in accordance with the applicable timeframe outlined in
666 Stipulation I.E, Timeframes and Communications, FEMA shall proceed with its
667 “no adverse effect” determination, including any conditions, and conclude the
668 Section 106 review.
669
- 670 ii. If an Undertaking is not modified to avoid the adverse effect(s), FEMA shall
671 initiate consultation to resolve the adverse effect(s) in accordance with
672 Stipulation II.C.6, Resolution of Adverse Effects.
673
- 674 6. Resolution of Adverse Effects: If FEMA determines that an Undertaking may adversely
675 affect a historic property, it shall resolve the effects of the Undertaking in consultation
676 with the SHPO, Recipient, Subrecipient, participating Tribe(s), the ACHP (if
677 participating), and other consulting parties, by one of the following methods depending
678 upon the severity of the adverse effect(s) as well as determination of the historic
679 property’s significance on a local, state or national level. When FEMA determines an
680 Undertaking will adversely affect an NHL, FEMA shall notify and invite the Secretary
681 and ACHP to participate in consultation in accordance with 36 CFR § 800.10. When the
682 ACHP participates in consultation related to an NHL, the ACHP shall report the
683 outcome of the consultation to the Secretary and the FEMA Administrator.
684
- 685 a. Abbreviated Consultation Process: After taking into consideration the significance
686 of the historic properties affected, the severity of the adverse effect(s) and avoidance
687 or minimization of the adverse effect(s), FEMA may propose in writing to the
688 consulting parties to resolve the adverse effects of the Undertaking through the
689 application of one or more Treatment Measures outlined in Appendix C as

690 negotiated with the SHPO, participating Tribes, and other consulting parties. The
691 use of these Treatment Measures shall not require the execution of a MOA or
692 Programmatic Agreement.

693
694 i. In consultation with the SHPO, participating Tribe(s), and other consulting
695 parties, FEMA shall propose in writing the implementation of a specific
696 Treatment Measure, or combination of Treatment Measures, with the intent of
697 expediting the resolution of adverse effects, and provide documentation as
698 required by 36 CFR § 800.11(e) and subject to the confidentiality provisions of
699 36 CFR § 800.11(c). Unless a consulting party or the ACHP objects within
700 fifteen (15) days of receipt of FEMA's proposal, FEMA shall proceed with the
701 implementation of the Treatment Measure(s) and will conclude the Section 106
702 review.

703
704 ii. If any of the consulting parties or the ACHP objects to the resolution of adverse
705 effects through the application of the Abbreviated Consultation Process within
706 the fifteen (15)-day review and comment period, FEMA shall resolve the adverse
707 effect(s) using procedures outlined below in Stipulation II.C.6(b), MOA or
708 Stipulation II.C.6(c), Programmatic Agreement.

709
710 iii. Because funding and implementation details of Treatment Measures for specific
711 Undertakings may vary by Program, FEMA shall provide written notice to the
712 consulting parties within sixty (60) days of the completion of the Treatment
713 Measure(s). This written notice will serve as confirmation that the Treatment
714 Measure(s) for a specific Undertaking have been implemented. FEMA also shall
715 include information pertaining to the completion of Treatment Measures in the
716 annual report pursuant to Stipulation I.B.1(d), FEMA Roles and
717 Responsibilities.

718
719 b. Memorandum of Agreement: If a consulting party or the ACHP objects in
720 accordance with Stipulation II.C.6(a)(ii), or if FEMA in consultation with the SHPO,
721 participating Tribe(s), and other consulting parties has determined that an MOA
722 would be more appropriate to resolve the adverse effect(s), FEMA shall provide the
723 ACHP with an adverse effect notice in accordance with 36 CFR § 800.6(a)(1) if it
724 has not already provided such notice under the Abbreviated Consultation Process of
725 this Agreement. In consultation with the SHPO, participating Tribe(s), and other
726 consulting parties, including the ACHP (if participating), FEMA shall develop an
727 MOA, in accordance with 36 CFR § 800.6(c) to agree upon treatment measures to
728 avoid, minimize, and/or mitigate adverse effects on historic properties. The MOA
729 may also include treatment measures that serve an equal or greater public benefit in
730 promoting the preservation of historic properties in lieu of more traditional treatment
731 measures.

732
733 c. Programmatic Agreement: Should the execution of an MOA be inappropriate given
734 the similar nature of effects on historic properties, the inability to determine effects

735 prior to approval of an Undertaking, or where other circumstances warrant, FEMA
 736 shall consult with the SHPO, participating Tribe(s), the ACHP (if participating), and
 737 any other consulting parties to develop a Programmatic Agreement in accordance
 738 with 36 CFR § 800.14(b), and identify programmatic conditions or treatment
 739 measures to govern the resolution of potential or anticipated adverse effects from
 740 certain complex project situations for an Undertaking or for multiple but similar
 741 Undertakings by a single Subrecipient.

- 742
- 743 7. Objections: Should any Signatory or consulting party object within the timeframes
 744 established by this Agreement to any plans, specifications, or actions taken pursuant to
 745 resolving an adverse effect, FEMA shall consult further with the objecting party to seek
 746 resolution. If FEMA determines the objection cannot be resolved, FEMA shall address
 747 the objection in accordance with Stipulation IV.B, Dispute Resolution.

748 III. OTHER CONSIDERATIONS

- 749 A. Changes to an Approved Scope of Work: The Recipient shall notify FEMA, and shall
 750 require a Subrecipient to notify the Recipient immediately, whenever a Subrecipient
 751 proposes changes to an approved scope of work for an Undertaking.

- 752
- 753 1. If FEMA determines the change meets a Programmatic Allowance or has no effect on
 754 the property, FEMA shall approve the change.
- 755
- 756 2. If the change can be modified to meet a Programmatic Allowance, or conform to any
 757 applicable Secretary's Standards, FEMA shall conclude its Section 106 review
 758 responsibilities.
- 759
- 760 3. If FEMA determines that the change does not meet an Allowance, FEMA shall initiate
 761 consultation pursuant to Stipulation II.C, Standard Project Review.
- 762

- 763 B. Unexpected Discoveries, Previously Unidentified Properties, or Unexpected Effects:

- 764
- 765 1. Upon notification by a Subrecipient of an unexpected discovery, or if it appears that an
 766 Undertaking has affected a previously unidentified property or affected a known historic
 767 property in an unanticipated manner, in accordance with Stipulation I.B.3(e), Recipient
 768 Roles and Responsibilities, the Recipient shall immediately notify FEMA and require
 769 the Subrecipient to:
- 770
- 771 a. Stop construction activities in the vicinity of the discovery.
- 772
- 773 b. Take all reasonable measures to avoid or minimize harm to the property until FEMA
 774 has completed consultation with the SHPO, participating Tribe(s), and any other
 775 consulting parties. Upon notification by the Recipient of a discovery, FEMA shall
 776 immediately notify the SHPO, participating Tribe(s), and other consulting parties

777 that may have an interest in the discovery, previously unidentified property, or
778 unexpected effects, and consult to evaluate the discovery for National Register
779 eligibility and/or the effects of the undertaking on historic properties.
780

781 c. If human remains are discovered, immediately notify the SHPO, the local law
782 enforcement office, and coroner or medical examiner, in accordance with Nevada
783 Revised Statutes (NRS) Chapters 259, 383, and 451, and protect the remains from
784 any harm, including possible removal from the site of the burial or the discovery.
785 Discoveries of human remains on federal or Tribal lands shall be subject to the
786 Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. §
787 3001-3013, 18 U.S.C. § 1170) and ARPA, as applicable.
788

789 d. Assist FEMA in completing the following actions, as required:
790

791 i. FEMA shall consult with the SHPO, participating Tribe(s), and other consulting
792 parties in accordance with the consultation process outlined in Stipulation II,
793 Project Review, to develop a mutually agreeable action plan (with timeframes)
794 to identify the discovery or previously unidentified property, account for the
795 effects of the Undertaking, resolve adverse effects if necessary, and ensure
796 compliance with applicable federal, State, and local statutes.
797

798 ii. FEMA shall coordinate with the Recipient and the Subrecipient regarding any
799 needed modification to the scope of work for the Undertaking necessary to
800 implement recommendations of the consultation and facilitate proceeding with
801 the Undertaking.
802

803 ii. In cases where discovered human remains are determined to be American Indian,
804 FEMA shall consult with the appropriate Tribal representatives and the SHPO.
805 In addition, FEMA shall follow the guidelines outlined in the ACHP's *Policy*
806 *Statement on Burial Sites, Human Remains, and Funerary Objects* (2023). For
807 discoveries made on private and state land, all materials shall remain at the site
808 of the discovery until the SHPO has been notified and the requirements of NRS
809 383.170 are implemented.
810

811 C. Curation

812
813 1. In cases where archaeological survey and testing are conducted on private land, any
814 recovered collections remain the property of the landowner. In such instances, FEMA
815 and the Recipient, in coordination with the SHPO and affected Tribe(s), shall encourage
816 landowners to donate the collection(s) to an appropriate public or Tribal entity. In cases
817 where the property owner wishes to transfer ownership of the collection(s) to a public
818 or Tribal entity, and in the case of artifacts recovered from public lands, FEMA and the
819 Recipient shall ensure that recovered artifacts and related documentation are curated in

820 a suitable repository as agreed to by FEMA, the SHPO, and affected Tribe(s), in
821 accordance with applicable state or Tribal guidelines.

822 2. When an Undertaking will adversely affect a National Register listed or eligible
823 archaeological site, FEMA may resolve the adverse effect through archaeological data
824 recovery. FEMA shall consult with the SHPO, participating Tribe(s), and other
825 consulting parties to prepare a research design (data recovery plan), including a specific
826 plan for curation. This plan will incorporate any relevant curation provisions contained
827 in the ACHP's *Recommended Approach for Consultation on Recovery of Significant*
828 *Information from Archaeological Sites* published in the Federal Register (64 Federal
829 Register 27085-27087 (May 18, 1999)), or other provisions agreed to by the consulting
830 parties. No excavation should be initiated before FEMA's acceptance and approval of
831 the curation plan.

832 a. As stipulated in the curation plan, artifacts, as well as field and laboratory records
833 sufficient to document the collection, shall be curated at a facility in Nevada, in
834 accordance with the provisions of 36 CFR Part 79, *Curation of Federally Owned*
835 *and Administered Archaeological Collections*, or Tribal requirements for resources
836 located on Tribal land.

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

838

839 1. In accordance with Section 110(k) of the NHPA, FEMA shall not grant assistance to a
840 Subrecipient who, with intent to avoid the requirements of this Agreement or Section
841 106 of the NHPA, has intentionally, significantly, adversely affected a historic property
842 to which the assistance would relate, or allowed an adverse effect to occur having the
843 legal authority to prevent it. However, if after consultation with the SHPO, appropriate
844 Tribes(s), and ACHP, FEMA determines that extraordinary circumstances justify
845 granting assistance despite the adverse effect created or permitted by the Subrecipient,
846 FEMA shall complete consultation for the Undertaking pursuant to the terms of this
847 Agreement.

848

849 2. FEMA shall specifically advise the Recipient and shall require that the Recipient advise
850 its Subrecipients in writing that they may jeopardize federal funding if work is
851 performed without all required local, state, and federal licenses, permits, or approvals,
852 including the completion of the Section 106 process. FEMA also shall document this
853 requirement in its Record of Environmental Consideration, as applicable, as well as all
854 project approval documents specifying the project scope and limits and containing all
855 conditions and caveats.

856

857 3. In circumstances where FEMA determines a Subrecipient has initiated an Undertaking
858 without willful intent to avoid the requirements of this Agreement or Section 106 of
859 NHPA, FEMA shall proceed as follows:

860

- 861 a. Determine if the Undertaking is of a type for which FEMA has no further Section
862 106 responsibilities, namely:
 - 863 i. An Undertaking listed in Stipulation I.A.7; or
 - 864 ii. An immediate rescue and salvage operation in accordance with 36 CFR §
865 800.12(d); or
 - 866 iii. A Programmatic Allowance as described under Stipulation II.A.
- 867 b. In any such cases listed in Stipulation III.D.3.a. above, FEMA shall document this
868 determination in the project files, and consider the Undertaking Section 106
869 compliant.
- 870 c. If FEMA determines the Undertaking would have required Section 106 review,
871 FEMA shall coordinate with the SHPO and appropriate Tribe(s) to determine if
872 consultation may still be feasible.
 - 873 i. If after coordination with the SHPO and appropriate Tribe(s), FEMA determines
874 that consultation is feasible, FEMA shall review the Undertaking in accordance
875 with Stipulation II.C, Standard Project Review.
 - 876 ii. If after coordination with the SHPO and appropriate Tribe(s), FEMA determines
877 that review is infeasible, FEMA shall document the outcome to the Section 106
878 review process and inform the Federal Preservation Officer (FPO) of the
879 outcome, and the applicable FEMA Program shall take the outcome into account
880 before making a decision whether to fund the Undertaking. FEMA shall provide
881 written notification of its funding decision to the SHPO, appropriate Tribe(s) and
882 the ACHP.
- 883 4. FEMA shall ensure that all Undertakings considered for after the fact review in
884 accordance with this stipulation are included in the annual report.

891 **IV. IMPLEMENTATION OF AGREEMENT**

892 **A. Amendments**

- 893 1. If any Signatory determines that an amendment to the terms of this Agreement must be
894 made, the Signatories shall consult for no more than thirty (30) days to seek amendment
895 of the Agreement.
- 896 2. An amendment to this Agreement, exclusive of the appendices, shall be effective only
897 when it has been signed by all the Signatories. An amendment shall be effective for
898
899
900
901

902 Undertakings occurring on or affecting historic properties on Tribal lands only when the
903 Tribe has signed the Agreement and its amendment.

904
905 3. Appendix A (FEMA Programs), Appendix B (Programmatic Allowances), and
906 Appendix C (Treatment Measures) may be amended at the request of FEMA or another
907 Signatory in the following manner:

908
909 a. FEMA, on its own behalf or on behalf of another Signatory, shall notify the
910 Signatories of the intent to modify the current Appendix or Appendices and shall
911 provide a draft of any updated section to all signatory parties.

912
913 b. If no other Signatory objects in writing within thirty (30) days of receipt of FEMA's
914 proposed modification, FEMA shall date and sign the amended Appendix and
915 provide a copy of it to the other Signatories. Such an amendment shall go into effect
916 on the date FEMA transmits the amendment to the other Signatories.

917
918 B. Dispute Resolution

919
920 1. Should any Signatory object in writing to the terms of this Agreement, FEMA shall
921 consult with the objecting party for not more than thirty (30) days to resolve the
922 objection.

923
924 2. If the objection is resolved within thirty (30) days, FEMA shall proceed in accordance
925 with the resolution.

926
927 3. If FEMA determines within thirty (30) days that the objection cannot be resolved,
928 FEMA shall forward to ACHP all documentation relevant to the objection, including
929 FEMA's proposed resolution. Within thirty (30) days of receipt, ACHP will:

930
931 a. Concur in FEMA's proposed resolution; or

932
933 b. Provide FEMA with recommendations, which FEMA shall take into account in
934 reaching a final decision regarding the objection; or

935
936 c. Notify FEMA that the objection will be referred for comment in accordance with 36
937 CFR § 800.7(a)(4) and proceed to do so.

938
939 4. FEMA shall take into account any ACHP recommendations or comments, and any
940 comments from the other Signatories, in reaching a final decision regarding the
941 objection. FEMA shall provide in writing to the ACHP and Signatories a summary of
942 its final decision before authorizing any disputed action to proceed. The Signatories
943 shall continue to implement all other terms of this Agreement that are not subject to
944 objection.

945

946 5. Should the ACHP not respond within thirty (30) days, FEMA may assume the ACHP
947 has no comment and proceed with its proposed resolution to the objection after
948 providing the ACHP and Signatories a written summary of its final decision.
949

950 C. Severability and Termination

951
952 1. In the event any provision of this Agreement is deemed by a federal court to be contrary
953 to, or in violation of, any applicable existing law or regulation of the United States of
954 America, only the conflicting provision(s) shall be deemed null and void, and the
955 remaining provisions of the Agreement shall remain in effect.

956 2. FEMA, the SHPO, ACHP, or Recipient(s) may terminate this Agreement by providing
957 thirty (30) days written notice to the other Signatories, provided that the Signatories
958 consult during this period to seek amendments or other actions that would prevent
959 termination. If this Agreement is terminated, FEMA shall comply with Section 106
960 through other applicable means pursuant to 36 CFR Part 800. Upon such determination,
961 FEMA shall provide all other Signatories and the ACHP with written notice of the
962 termination of this Agreement.

963 3. A participating Tribe may notify the other Signatories that it is fully withdrawing from
964 participation in the Agreement. Withdrawal from this Agreement by a Tribe does not
965 terminate the Agreement. Following such a withdrawal, FEMA shall review
966 Undertakings that may affect historic properties of religious and cultural significance to
967 the Tribe, and Undertakings that occur on the Tribal lands of the relevant Tribe, in
968 accordance with 36 CFR §§ 800.3 through 800.7, 36 CFR § 800.8(c), or an applicable
969 alternative under 36 CFR § 800.14. A Tribe that has withdrawn from the Agreement
970 may notify FEMA, the Recipient, and the SHPO in writing that it has rescinded its notice
971 to withdraw from participation in the Agreement.

972 4. This Agreement may be terminated by the implementation of a subsequent Agreement,
973 pursuant to 36 CFR § 800.14(b), that explicitly terminates or supersedes this Agreement,
974 or by FEMA's implementation of Alternate Procedures, pursuant to 36 CFR § 800.14(a).
975

976 D. Duration and Extension

977
978 1. This Agreement shall remain in effect from the date of execution for a period not to
979 exceed seven (7) years unless otherwise extended pursuant to Stipulation IV.D.2 below
980 or terminated pursuant to Stipulation IV.C.2 or IV.C.4, Severability and Termination.

981 The Agreement shall remain in effect for Declarations made prior to expiration of the
982 Agreement to minimize delays in delivery of FEMA assistance.

983 2. Provided that the original Agreement has not expired, the Signatories may collectively
984 agree to extend this Agreement to cover additional calendar years, or portions thereof,
985 through an amendment per Stipulation IV.A.

986 E. Execution and Implementation

987
988 1. This Agreement may be executed in counterparts, with a separate page for each
989 Signatory, and shall become effective on the date of the final signature of FEMA and
990 the SHPO.

991
992 2. When the relevant Tribe has signed the Agreement, the Agreement shall go into effect
993 regarding Undertakings occurring on Tribal lands or affecting historic properties on
994 Tribal lands.

995
996 3. FEMA shall ensure that each Signatory is provided with a complete copy of the
997 Agreement, including an original set of signatures.

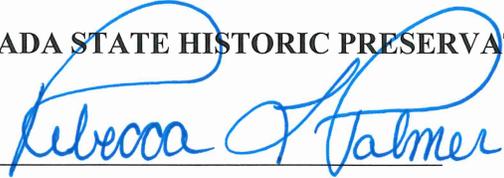
998
999 4. Execution and implementation of this Agreement is evidence that FEMA has afforded
1000 ACHP a reasonable opportunity to comment on FEMA’s administration of all
1001 referenced Programs, and that FEMA has satisfied its Section 106 responsibilities for
1002 all individual Undertakings of its referenced Programs.
1003

1021 **PROGRAMMATIC AGREEMENT AMONG**
1022 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
1023 **THE NEVADA STATE HISTORIC PRESERVATION OFFICER, AND**
1024 **THE NEVADA DIVISION EMERGENCY MANAGEMENT**
1025
1026
1027

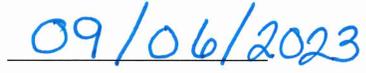
1028 **SIGNATORY PARTY**
1029

1030 **NEVADA STATE HISTORIC PRESERVATION OFFICER**
1031

1032
1033 By: Rebecca L. Palmer



Date: 09/06/2023



1034
1035 Rebecca L. Palmer
1036 State Historic Preservation Officer

1037 **PROGRAMMATIC AGREEMENT AMONG**
1038 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
1039 **THE NEVADA STATE HISTORIC PRESERVATION OFFICER, AND**
1040 **THE NEVADA DIVISION EMERGENCY MANAGEMENT**

1041
1042
1043
1044 **SIGNATORY PARTY**

1045
1046 **NEVADA DIVISION OF EMERGENCY MANAGEMENT**

1047 By: **David Wm.** Digitally signed by David Wm.
1048 **Fogerson** Fogerson Date: _____
1049 **Fogerson** Date: 2023.08.31 15:55:03 -07'00'
1050 David W. Fogerson
1051 Chief
1052 Nevada Division of Emergency Management

Appendix A

FEMA Program Summaries

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

Disaster Programs

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

Advance of Nonfederal Share

The Stafford Act and its implementing regulations authorize FEMA to advance or loan to a state, tribal government, local government, or applicant the portion of PA for which the state or tribal government is responsible pursuant to the cost-sharing provisions of the Stafford Act.

Community Disaster Loan Program

The Stafford Act authorizes FEMA to make community disaster loans to help local governments that have incurred significant revenue losses due to a presidentially declared major disaster if necessary for a local government to perform its governmental functions.

Fire Management Assistance Grant Program (FMAG)

The FMAG is available to State, Tribal, and local governments for the mitigation, management, and control of fires on publicly or privately owned lands.

Hazard Mitigation Grant Program (HMGP)

The HMGP provides grants to States, Territories, Tribes, local governments, and private nonprofit organizations to implement long-term hazard mitigation measures after a Declaration.

Individual Assistance Programs (IA)

The Stafford Act authorizes a wide variety of direct and financial assistance to individual and households affected by a Declaration, and FEMA has implemented these authorities under the umbrella of its Individual Assistance Program, which include crisis counseling (Section 416); disaster legal services (Section 415); unemployment assistance (Section 410); food coupons (Section 412); case management (Section 426); and funeral services, minor home repairs, and temporary housing assistance (Section 408). It should be noted that other federal agencies provide disaster assistance programs, services, and activities to individuals as well, including the U.S. Small Business Administration, U.S. Department of Agriculture, and U.S. Department of Labor, but these other assistance programs are not subject to the terms of this Agreement.

Public Assistance Program (PA)

The Stafford Act authorizes federal assistance for state, territorial, tribal, and local governments and certain private non-profit entities to respond to emergencies and to respond to and recover from major disasters. FEMA has administratively combined these authorities under the umbrella of its Public Assistance Program. The Public Assistance Program provides a broad range of assistance. First, it provides direct services and financial assistance for emergency assistance, such as

1098 emergency evacuation, sheltering, and debris removal. Second, it provides financial assistance for
 1099 the permanent restoration of disaster-damaged facilities. Third, it includes emergency
 1100 transportation and emergency communications assistance.

1101

1102

1103 **Resilience Programs – Mitigation**

1104

1105 *Community Assistance Program – State Services Support Elements (CAP-SSSE)*

1106 The CAP-SSSE Program provides financial assistance to states to provide technical assistance to
 1107 communities in the National Flood Insurance Program (NFIP) and to evaluate community
 1108 performance in implementing NFIP floodplain management activities.

1109

1110 *Cooperating Technical Partners Program (CTP)*

1111 The CTP Program provides financial assistance to states, local and Tribal governments, institutions
 1112 of higher education, and other organizations to build upon and enhance the existing capabilities of
 1113 these entities to increase local involvement in, and ownership of flood hazard identification, flood
 1114 map maintenance, risk assessment, and risk communication to encourage responsible floodplain
 1115 management and support their jurisdictional responsibilities as participating members of the NFIP.

1116

1117 *Flood Mitigation Assistance Program (FMA)*

1118 The FMA Program provides grants to States, Territories, Tribal entities, and local governments for
 1119 planning and carrying out activities designed to reduce the risk of flood damage to structures
 1120 covered under contracts for flood insurance under the NFIP.

1121

1122 *Pre-Disaster Mitigation Program (PDM)*

1123 The PDM Program provides competitive grants to States, Territories, Tribes, and local governments
 1124 for hazard mitigation planning and the implementation of mitigation projects prior to a disaster
 1125 event. Activities may include planning, buyouts, retrofits, relocations, elevations, minor flood
 1126 control projects, and vegetative fuels reduction.

1127

1128 *National Earthquake Hazard Reduction Program (NEHRP)*

1129 The NEHRP provides financial assistance to certain organizations to mitigate earthquake losses in
 1130 the United States through basic and directed research and implementation activities.

1131

1132 *National Public Infrastructure Pre-Disaster Hazard Mitigation Program (aka Building Resilient
 1133 Infrastructure and Communities (BRIC))*

1134 Authorized by Section 1234 of the Disaster Recovery Reform Act, this Program is funded as a six
 1135 (6) percent set aside from disaster expenses, to provide support to states, local communities, Tribes
 1136 and territories a greater investment in a broad range of eligible hazard mitigation activities before
 1137 a disaster. Guiding principles of the BRIC Program are supporting communities through capability-
 1138 and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling
 1139 large projects; maintaining flexibility; and providing consistency.

1140

1141 *Safeguarding Tomorrow Revolving Loan Fund (STORM Act)*

1142 The STORM Act Program provides capitalization grants to states, eligible federally recognized
1143 Tribes, Puerto Rico and the District of Columbia to establish revolving loan funds that provide
1144 hazard mitigation assistance for local governments to reduce risks from natural hazards and
1145 disasters.

1146

1147

1148 **Resilience Programs - Preparedness**

1149

1150 *Assistance to Firefighters Grant Program (AFG)*

1151 The AFG Program provides funding for purchase of equipment and retrofit or construction of fire
1152 stations to improve first responder capabilities.

1153

1154 *Emergency Management Performance Grants (EMPG)*

1155 The purpose of the EMPG is to provide federal funds to states to assist state, local, territorial, and
1156 tribal governments in preparing for all hazards emergency preparedness capabilities.

1157

1158 *Homeland Security Grant Program (HSGP)*

1159 The HSGP plays an important role in the implementation of the National Preparedness System by
1160 providing funding to states and urban areas to prevent, protect against, mitigate, respond to, and
1161 recover from acts of terrorism and other threats. HSGP is comprised of three interconnected grant
1162 Programs: (1) the State Homeland Security Program (SHSP), (2) the Urban Areas Security Initiative
1163 (UASI), and (3) the Operation Stonegarden (OPSG). Together, these grant Programs and other
1164 future projects that may be included under the HSGP fund a range of preparedness activities,
1165 including planning, organization, equipment purchase, training, exercises, management, and
1166 administration.

1167

1168 *State Homeland Security Program (SHSP)*

1169 The SHSP supports state, tribal, territorial, and local preparedness activities that address high
1170 priority preparedness gaps across all core capabilities that support terrorism preparedness.

1171

1172 *Urban Areas Security Initiative (UASI) Program*

1173 The UASI Program assists high-threat, high-density Urban Areas in efforts to build, sustain, and
1174 deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from
1175 acts of terrorism.

1176

1177 *Operation Stonegarden (OPSG)*

1178 The OPSG Program supports enhanced cooperation and coordination among Customs and Border
1179 Protection (CBP), United States Border Patrol (USBP), and federal, state, local, Tribal, and
1180 territorial law enforcement agencies. The OPSG Program provides funding to support joint efforts
1181 to secure the United States' borders along routes of ingress from international borders to include
1182 travel corridors in states bordering Mexico and Canada, as well as states and territories with
1183 international water borders.

1184

1185 *Intercity Bus Security Grant Program (IBSGP)*

1186 The IBSGP provides funding to strengthen the Nation's critical infrastructure against risks
1187 associated with potential terrorist attacks. IBSGP provides funding for critical infrastructure
1188 hardening and other physical security enhancements to support transit operators serving the
1189 Nation's highest-risk metropolitan areas.

1190

1191 *Intercity Passenger Rail – Amtrak (IPR) Program*

1192 Provides funds to protect critical surface transportation infrastructure and the traveling public from
1193 acts of terrorism and increase the resilience of the Amtrak rail system.

1194

1195 *Integrated Public Alert and Warning System (IPAWS)*

1196 The Integrated Public Alert and Warning System (IPAWS) was established by Executive Order
1197 13407 in 2006. In the event of a national emergency, the President may use IPAWS to send a
1198 message to the American people quickly and simultaneously through multiple communications
1199 pathways. FEMA has identified several radio transmission sites across the nation with significantly
1200 powerful signals for this purpose, and FEMA is responsible for upgrading, maintaining, and
1201 managing the agency installed and owned auxiliary fuel systems at each of these radio transmission
1202 sites.

1203

1204 *National Dam Safety Program (NDSP)*

1205 The NDSP provides financial assistance to states to strengthen their dam safety programs, to include
1206 activities such as dam safety training, increasing dam inspections, increasing the submission and
1207 testing of emergency action plans, coordinating with state preparedness officials, identification of
1208 dams to be repaired or removed, and conducting dam safety awareness workshops. NDSP also
1209 administers the Rehabilitation of High Hazard Potential Dams (HHPD) Grant Program which
1210 provides technical, planning, design, and construction assistance in the form of grants for
1211 rehabilitation of eligible high hazard potential dams.

1212

1213 *Nonprofit Security Grant Program (NSGP)*

1214 NSGP provides funding to integrate the preparedness activities of nonprofit organizations that are
1215 at high risk of a terrorist attack with broader state and local preparedness efforts.

1216

1217 *Port Security Grant Program (PSGP)*

1218 The PSGP provides funding to port authorities, facility operators, and State and local agencies for
1219 activities associated with implementing Area Maritime Security Plans (AMSPs), facility security
1220 plans and other port-wide risk management efforts. PSGP funds are intended to improve port-wide
1221 maritime security risk management; enhance maritime domain awareness; support maritime
1222 security training and exercises; and maintain or reestablish maritime security mitigation protocols
1223 that support port recovery and resiliency capabilities with a focus on weapons of mass destruction,
1224 cybersecurity, and attacks on soft targets.

1225

1226 *Staffing for Adequate Fire and Emergency Response Grant Program (SAFER)*

1227 The SAFER Program provides financial assistance to fire departments and volunteer firefighter
1228 interest organizations to help them increase or maintain the number of training front line firefighters
1229 available in their communities.

1230

1231 *Transit Security Grant Program (TSGP)*

1232 The TSGP provides funds to eligible public transportation systems (which include intra-city bus,
1233 ferries and all forms of passenger rail) for the protection of critical transportation infrastructure and
1234 the travelling public from acts of terrorism and to increase the resilience of transit infrastructure.

1235

1236 *Tribal Homeland Security Grant Program (THSGP)*

1237 THSGP provides funding directly to eligible Tribes to support the building, sustainment, and
1238 delivery of core capabilities to enable Tribes to strengthen their capacity to prevent, protect against,
1239 mitigate, respond to, and recover from potential terrorist attacks.

1240

Appendix B

Programmatic Allowances

This list of Programmatic Allowances enumerates FEMA-funded activities which, based on FEMA experience, have no or minimal effect on historic properties if implemented as specified in this Appendix and will not require review by the SHPO and participating Tribe(s).

The Programmatic Allowances consist of two tiers – First Tier and Second Tier. Staff may apply First Tier allowances regardless of whether staff are Qualified, while only Qualified staff, in accordance with Stipulation I.B(1)(a) of this Agreement, may apply Second Tier allowances.

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

When referenced in the allowances, “previously disturbed soils” shall refer to soils that are not likely to possess intact and distinct soil horizons and have the reduced likelihood of possessing historic properties within their original depositional contexts in the area and to the depth to be excavated.

I. First Tier Allowances

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

1. Debris and Snow Removal

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

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

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

- 1282 d. Sediment removal from man-made drainage facilities, including retention/detention
 1283 basins, ponds, ditches, and canals to restore the facility to its pre-disaster condition.
 1284 The sediment may be used to repair eroded banks or disposed at an existing licensed
 1285 or permitted spoil site. This allowance does not apply to historic canals or canal
 1286 structures.
- 1287 e. Dewatering flooded, developed areas by pumping.
 1288
- 1289 2. Temporary Structures and Housing
 1290
- 1291 a. Installation and removal of temporary structures for use as school classrooms,
 1292 offices, or temporary shelters for essential public service agencies, such as police,
 1293 fire, rescue, and medical care, as well as temporary housing for disaster personnel
 1294 and survivors at the following types of locations:
 1295
- 1296 i. Single units on private residential sites when all utilities are installed above
 1297 ground or tie into pre-existing utility lines.
 1298
- 1299 ii. Existing RV/Mobile Home Parks and campgrounds with pre-existing utility
 1300 hookups.
 1301
- 1302 iii. Paved areas, such as parking lots and paved areas at such facilities as conference
 1303 centers, shopping malls, airports, industrial port facilities, business parks, and
 1304 military bases when all utilities are installed above ground or tie into pre-existing
 1305 utility lines.
 1306
- 1307 iv. Sites that have been previously prepared for planned construction, such as land
 1308 being developed for public housing, office buildings, city parks, ball fields,
 1309 schools, etc. when all utilities are installed above-ground or tie into pre-existing
 1310 utility lines.
 1311
- 1312 v. Areas previously filled to depths of at least six (6) feet, so that subsurface utilities
 1313 can be installed.
 1314
- 1315 3. Temporary Removable Barriers and Bollards
 1316
- 1317 a. Installation of temporary removable barriers.
 1318
- 1319 b. In-kind repairs, installation, or replacement, and minor upgrades or mitigation of
 1320 bollards and associated protective barriers in previously disturbed areas.
 1321

1322 4. Borrow Material

1323 a. Borrow material from a commercial source or a stock tank berm, dug-outs, or
 1324 reclaimed ditch, provided the original surface of the ground is not impacted by the
 1325 removal method.

1326
 1327

1328 **B. BUILDINGS AND STRUCTURES**

1329

1330 1. Repair or retrofit of buildings less than 45 years old.

1331

1332 2. Removal of water muck, mud, sand, sewage, and/or debris by physical or mechanical
 1333 means.

1334

1335 3. Installation of exterior security features and early warning devices on existing light poles
 1336 or other permanent utilities.

1337

1338 4. Hardening or modification of mobile or manufactured buildings or structures, regardless
 1339 of age, without ground disturbance. The intent of hardening is to make the mobile or
 1340 manufactured building or structure less susceptible to damage or destruction from fire.
 1341 Examples of hardening actions might include changes to all or part of a roof, exterior
 1342 wall cladding or skirt, or doors, windows or skylights. However, roof shape and
 1343 locations, and size of doors and windows, will be maintained and not changed.

1344

1345 **C. TRANSPORTATION FACILITIES**, when proposed activities substantially conform to
 1346 the original footprint and/or performed in previously disturbed soils, including any staging
 1347 areas.

1348

1349 1. Roads and Roadways

1350

1351 a. Paving and repair of roads to pre-disaster geometric design standards and conditions
 1352 using in-kind materials, shoulders, medians, clearances, curbs, and side slopes. This
 1353 allowance does not include improvement to existing roadways and appurtenances.

1354

1355 b. Repair and replacement of metal and concrete culverts no greater than forty-two (42)
 1356 inches in diameter, with no headwalls or concrete headwalls, when culverts are
 1357 returned to pre-disaster size and location. This allowance does not allow for
 1358 upgrades.

1359

1360 c. Construction of temporary emergency access roads in previously disturbed soils to
 1361 allow for passage of emergency vehicles.

1362

1363 d. Repairs to road slips and landslides that do not require grading of undisturbed soils
 1364 on the uphill side of the slip.

1365

- 1366 e. Re-establishment, armoring, or upgrading of existing roadway ditches.
- 1367
- 1368 e. In-kind repair or replacement of traffic control devices such as traffic signs and
- 1369 signals, delineators, pavement markings, and traffic surveillance systems.
- 1370
- 1371 f. Installation and removal of temporary traffic control devices, including pre-formed
- 1372 concrete barriers and fencings.
- 1373
- 1374 g. In-kind repair or replacement of roadway safety elements such as barriers,
- 1375 guardrails, and impact-attenuation devices. In the case of guardrails, the addition of
- 1376 safety end-treatments is permitted.
- 1377
- 1378 2. Airports
- 1379
- 1380 a. In-kind repair or replacement of existing runway surfaces and features (e.g., asphalt,
- 1381 concrete, gravel, and dirt) and associated air transportation safety components and
- 1382 systems (e.g., lighting bars, beacons, signage, and weather sensors).
- 1383
- 1384 3. Rail Systems
- 1385
- 1386 a. In-kind repair or replacement of safety components.
- 1387
- 1388 b. In-kind repair or replacement of existing track system and passenger loading areas.
- 1389
- 1390 **D. FEES AND SERVICES**
- 1391
- 1392 1. Reimbursement of a Subrecipient's insurance deductible, not to exceed \$2,500.
- 1393

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II. Second Tier Allowances

- A. GROUND DISTURBING ACTIVITIES AND SITE WORK**, when proposed activities described below substantially conform to the original footprint or are performed in previously disturbed soils, including the area where the activity is staged.
1. Footings, Foundations, Retaining Walls, Slopes, and Slope Stabilization Systems
 - a. In-kind repair, replacement, and reinforcement of footings, foundations, retaining walls, slopes, and slope stabilization systems (e.g., gabion baskets, crib walls, soldier pile, and lag walls) if related ground disturbing activities are within the boundary of previously disturbed soils.
 - b. Installation of perimeter drainage (e.g., French drains) when performed in previously disturbed soils.
 2. Recreation and Landscaping
 - a. In-kind repair or replacement, and minor upgrades to recreational facilities and features (e.g., playgrounds, campgrounds, fire pits, dump stations and utility hook-ups, swimming pools, athletic fields and signage, batting cages, basketball courts, swing sets, pathways, and simple wooden/wire stream crossings).
 - b. In-kind repair, replacements, and minor upgrades to landscaping elements (e.g., fencing, free standing walls, paving, planters, irrigation systems, lighting elements, signs, flag poles, ramps, and steps).
 3. Piers, Docks, Boardwalks, Boat Ramps, and Dune Crossovers
 - a. In-kind repair and replacement and minor upgrades to existing piers, docks, boardwalks, boat ramps, and dune crossovers in areas of previously disturbed soils.
 4. Cemeteries
 - a. Removal of woody debris such as branches and limbs, from cemeteries, provided that heavy equipment and other machinery are not operated or staged on areas potentially containing human remains.
 - b. In-kind repair of historic gravestones, monuments, fences, and other historic components.
 5. Geotechnical Coring investigations for engineering and design purposes

- 1438 a. Geotechnical coring investigations within the existing, disturbed roadbed and/or
 1439 within the footprint of a damaged facility. The Allowance does not apply to shovel
 1440 testing, trenching, clearing, grubbing, or installation of new access routes or
 1441 establishment of new staging locations. Geotechnical cores for engineering and
 1442 design are typically 4 inches in diameter.
 1443
- 1444 b. Geotechnical coring investigations at locations determined to have low potential for
 1445 the presence of archaeological deposits or cultural resources, or within previously
 1446 disturbed soils as determined by a Qualified archaeologist including review of
 1447 NVCRIS records, geological information, and/or other information such as
 1448 Government Land Office (GLO) plats, historic aerials, and historic topographic
 1449 maps. The Allowance does not apply to trenching, clearing, grubbing, or installation
 1450 of new access routes or establishment of new staging locations.

1451 **B. BUILDINGS AND STRUCTURES**

1452

1453 1. Interior Work: Floors, Walls, Stairs, Ceilings and Trim

1454

- 1455 a. In-kind repair and replacement of floors, walls, stairs, ceilings, or trim. The
 1456 allowance does not apply to decorative finishes, including murals, glazed paint, gold
 1457 leaf, or ornamental plaster and/or any other character defining interior feature of a
 1458 National Register listed or eligible resource that may require highly specialized
 1459 study or skills for the purpose of repair or replacement.
- 1460 b. Interior cleaning of surfaces using a weak solution of household bleach and water,
 1461 mold remediation, or mold removal. The allowance applies to interior finishes,
 1462 including plaster and wallboard, provided the cleaning is restricted to damaged areas
 1463 and does not affect adjacent materials.
 1464
- 1465 c. Non-destructive or concealed testing for hazardous materials (e.g., lead paint,
 1466 asbestos) or for assessment of hidden damages.
 1467
- 1468 d. Replacement of damaged vinyl floor tile (including floor tile containing asbestos)
 1469 with contemporary floor tile of the same dimension and thickness, and similar
 1470 texture or pattern.
 1471
- 1472 e. Use of portable de-humidification systems provided no changes are made to
 1473 character-defining features (specifically for mold remediation).
 1474
- 1475 f. Abatement of lead and asbestos in unfinished basements and historically unfinished
 1476 upper floors and attics.
 1477

- 1478 2. Building Contents
- 1479 a. Repair or replacement of building contents including furniture, movable partitions,
1480 computers, cabinetry, supplies, and equipment, or any other moveable item which is
1481 not a character-defining feature of a historic property.
- 1482
- 1483 3. Utilities and Mechanical, Electrical, and Security Systems
- 1484
- 1485 a. In-kind repair, replacement, or limited upgrading of interior utility systems,
1486 including mechanical (e.g., heating, ventilation, air conditioning), electrical, and
1487 plumbing systems. This allowance does not provide for the installation of new
1488 exposed ductwork.
- 1489
- 1490 b. Elevation of heating, ventilation, and air conditioning system (HVAC) and
1491 mechanical equipment, provided it is placed in a location that is not visible from the
1492 street.
- 1493
- 1494 c. Installation or replacement of interior fire detection, fire suppression, or security
1495 alarm systems. The allowance does not apply to surface mounted wiring, conduits,
1496 piping, etc., unless previously existing, provided that installation of the system
1497 hardware does not damage or cause the removal of character-defining architectural
1498 features and can be easily removed in the future. New fire detection systems with
1499 exposed electric conduit are allowed in unfinished basements and historically
1500 unfinished upper floors and attics.
- 1501
- 1502 d. Installation of communication and surveillance security systems, such as cameras,
1503 closed-circuit television, alarm systems, and public address systems, provided that
1504 installation of the system hardware does not damage or cause the removal of
1505 character defining architectural features and can be easily removed in the future and
1506 is installed so that it has minimal impact on historic character. New wiring will be
1507 sub-surface to the greatest extent possible or where exposed will be enclosed in
1508 conduit that is painted to match the existing surface.
- 1509
- 1510 e. Installation of building access security devices, such as card readers, enhanced locks,
1511 door alarms, and security scanners (e.g., metal detectors), provided the device does
1512 not damage or cause the removal of character-defining architectural features and can
1513 be removed in the future without impacts to significant architectural features. New
1514 wiring will be sub-surface to the greatest extent possible or where exposed will be
1515 enclosed in conduit that is painted to match the existing surface.
- 1516
- 1517 f. New exposed ductwork, air handler units and electric conduit in unfinished
1518 basements and historically unfinished upper floors and attics.
- 1519
- 1520 g. In-kind repair, replacement, or limited upgrading of escalators, elevators, or other
1521 mechanical conveyance systems.

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- h. Installation of exterior security features and early warning devices on exiting light poles or other permanent utilities. New wiring must be sub-surface to the greatest extent possible or, where exposed, enclosed in conduit that is painted to match the existing surface.

4. Windows and Doors

- a. In-kind repair of damaged or severely deteriorated windows, window frames, shutters, storm shutters, doors, door frames, or associated hardware where profiles, elevations, details, and materials match the original(s). Whenever possible, original materials should be retained for repair, reuse, or future information.
- b. In-kind replacement of windowpanes. Clear-plate, double, laminated, or triple insulating glazing can be used, provided it does not result in altering the existing window material, tint, form, muntin profiles, or number of divided lights. This allowance does not apply to the replacement of intact decorative glass.
- c. Replacement of exterior, utilitarian, non-character-defining metal doors and frames leading into non-character-defining spaces with metal blast-resistant doors and frames.
- d. Installation of security bars over windows on rear elevations and the installation of metal grating at basement window wells.
- e. Installation or application of safety or security window film on windowpanes, provided that there is no alteration of the existing tint, reflectivity, or appearance of the pane. This allowance does not apply to the application of film on existing intact or decorative glass.

5. Exterior Walls, Cornices, Porches, and Foundations

- a. In-kind repainting of surfaces, provided that destructive surface preparation treatments such as water blasting, sandblasting, power sanding, and chemical cleaning are not used.
- b. In-kind repair of walls, porches, foundations, columns, cornices, siding, balustrades, stairs, dormers, brackets, trim, and their ancillary components or in-kind replacement of severely deteriorated or missing or lost features, as long as the replacement pieces match the original in detail and material. Any ground disturbance must be limited to previously disturbed soils.
- c. In-kind repair or replacement of signs or awnings.
- d. Installation of temporary stabilization bracing or shoring, provided such work does not result in any additional damage.

- 1566
- 1567 e. Anchoring of walls to floor systems, provided the anchors are embedded and
- 1568 concealed from exterior view.
- 1569
- 1570 f. In-kind repair of concrete and masonry walls, columns, parapets, chimneys, or
- 1571 cornices or limited in-kind replacement of damaged components including
- 1572 comparable brick, and mortar that matches the color, strength, content, rake, and
- 1573 joint width.
- 1574
- 1575 g. Bracing and reinforcing of walls, chimneys and fireplaces, provided the bracing and
- 1576 reinforcing are either concealed from exterior view or reversible in the future.
- 1577
- 1578 h. Strengthening of foundations and the addition of foundation bolts, provided that
- 1579 visible new work is in-kind, including mortar that matches the color, content,
- 1580 strength, rake, and joint width where occurring.
- 1581
- 1582 i. Repairs to and in-kind replacement of elements of curtain wall assemblies or exterior
- 1583 cladding that is hung on the building structure, usually from floor to floor, and when
- 1584 the color, size reflectivity, materials, and visual patterns are unaltered.

1585 6. Roofing

- 1586
- 1587 a. Installation of scaffolding, polyethylene sheeting, or tarps, provided such work will
- 1588 not result in additional damage or irreversible alterations to character-defining
- 1589 features.
- 1590
- 1591 b. In-kind repair, replacement, or strengthening of roofing, rafters, fascia, soffits,
- 1592 gutters, verge boards, leader boxes, downspouts, or other damaged roof system
- 1593 components.
- 1594
- 1595 c. Repairs to flat roof cladding, including changes in roofing materials, where the
- 1596 repairs are not highly visible from the ground level.
- 1597

1598 7. Weatherproofing and Insulation

- 1599 a. Caulking and weather-stripping to complement the color of adjacent surfaces or
- 1600 sealant materials.
- 1601
- 1602 b. In-kind repair or replacement of insulation systems, provided that existing interior
- 1603 plaster, woodwork, exterior siding, or exterior architectural detail is not altered.

1604 8. Structural Retrofits

- 1605
- 1606 a. The installation of the following retrofits or upgrades, provided that such upgrades
- 1607 are not visible on the exterior: attic bracing, cross bracing on pier-and-post
- 1608 foundations; fasteners; collar ties; gussets; tie-downs; strapping and anchoring of

- 1609 mechanical, electrical, and plumbing equipment; concealed anchoring of furniture;
 1610 installation of plywood diaphragms beneath first floor joists, above top floor ceiling
 1611 rafters, and on roofs; and automatic gas shutoff valves. In masonry structures, bolts
 1612 will be required to be installed through the mortar and not the stone or brick, as
 1613 applicable.
 1614
- 1615 b. Replacement, repair or installation of lightning rods.
 1616
- 1617 c. Earthquake bracing used on refrigerators and against-the-wall shelving in schools
 1618 and other public facilities.
 1619
- 1620 9. Americans with Disabilities Act (ADA) Compliance
 1621
- 1622 a. Installation of grab bars and other such minor interior modifications.
 1623
- 1624 10. Safe Rooms
 1625
- 1626 a. Installation of individual safe rooms within the property limits of a residence where
 1627 the installation would occur within the existing building or structure or in previously
 1628 disturbed soils.
 1629
- 1630 11. Elevation, Demolition, and Reconstruction
 1631
- 1632 a. Activities related to the elevation, demolition and/or reconstruction of buildings or
 1633 structures less than forty-five (45) years of age provided the proposed activities
 1634 substantially conform to the original footprint and/or are performed in previously
 1635 disturbed soils including any staging area, and the buildings or structures are not
 1636 located within or adjacent to historic districts listed or eligible for listing in the
 1637 National Register.
 1638
 1639
- 1640 **C. TRANSPORTATION FACILITIES**, when proposed activities substantially conform to
 1641 the original footprint or are performed in previously disturbed soils, including the area
 1642 where the activity is staged.
 1643
- 1644 1. Roads and Roadways
 1645
- 1646 a. Repair of roads to pre-disaster geometric design standards and conditions using in-
 1647 kind materials, shoulders, medians, clearances, curbs, and side slopes. This
 1648 allowance permits minor improvements to meet current codes and standards or
 1649 hazard mitigation measures, such as those designed to harden exposed surfaces,
 1650 including the application of gravel armoring to side slopes and ditches.
 1651
- 1652 b. In kind repair to historic paving materials for roads and walkways.
 1653

- 1654 c. In-kind repair, replacement, or minor upgrades of culvert systems and arches
 1655 beneath roads or within associated drainage systems, including provision of
 1656 headwalls, riprap and any modest increase in capacity for the purposes of hazard
 1657 mitigation or to meet current codes and standards, provided that the work
 1658 substantially conforms to the existing footprint. For stone or brick culverts or arches
 1659 beneath roadways, this allowance only applies to in-kind repair.
 1660
- 1661 d. In-kind repair or replacement of road lighting systems, including period lighting
 1662 fixture styles.
 1663
- 1664 e. In-kind repair or replacement of road appurtenances such as curbs, berms, fences,
 1665 parking lots, storm drains, catch basins, fire hydrants and sidewalks, and parking
 1666 meters.
 1667
- 1668 f. Installation of speed bumps and/or enhanced curbs. This allowance does not apply
 1669 to any work in historic districts listed or eligible for listing in the National Register.
 1670
- 1671 g. Stabilization of hazardous slopes within transportation rights-of-way. Stabilization
 1672 methods include the installation of retaining walls and systems such as gabion
 1673 baskets, crib walls, and soldier pile and lag walls. Work must not exceed the limits
 1674 of the previously disturbed rights-of-way and must not take place within the
 1675 viewshed of any historic property listed or eligible for listing in the National
 1676 Register.
 1677
- 1678 2. Bridges
 1679
- 1680 a. Installation of a temporary (Bailey-type) bridge over an existing structure or at a
 1681 previously disturbed location, such as a former bridge location, to allow passage of
 1682 emergency vehicles.
 1683
- 1684 b. In-kind repair or replacement of bridges and bridge components (e.g., abutments,
 1685 wing walls, piers, decks, and fenders) in previously disturbed soils.
 1686
- 1687 **D. UTILITIES, COMMUNICATIONS SYSTEMS AND TOWERS**, when proposed
 1688 activities substantially conform to the original footprint or are performed in previously
 1689 disturbed soils, including the area where the activity is staged.
 1690
- 1691 1. General
 1692
- 1693 a. In-kind repair or replacement, or minor upgrading, small scale realignment, and
 1694 elevation of utilities and associated features and structures within previously
 1695 disturbed soils of rights-of-way or utility corridors.
 1696

- 1697 b. Installation of new utilities and associated features within existing rights-of-way,
1698 except when in close proximity to known archeological sites or within viewsheds of
1699 a historic property or historic districts eligible or listed in the National Register.
- 1700
- 1701 c. Directional boring of new or replacement service lines and related appurtenances
1702 involving boring or slit trenches within previously disturbed soils of rights-of-way
1703 or utility corridors.
- 1704
- 1705 d. In-kind repair, replacement, or minor upgrade of water towers provided activities
1706 take place within previously disturbed soils. Ground-level facilities may be added
1707 or expanded in previously disturbed areas. This allowance does not apply to masonry
1708 water towers.
- 1709
- 1710 e. Temporary storage of supplies and equipment (poles, cable spools, pedestals, etc.)
1711 where no ground disturbance will occur. This allowance does not include
1712 construction of temporary access routes.
- 1713

2. Generators and Utilities

- 1714
- 1715
- 1716 a. In-kind repair, replacement, minor upgrades, elevation, or installation of generators,
1717 HVAC systems, and similar equipment, provided activities occur within previously
1718 disturbed soils and any roof mounted equipment is not visible from the ground level.
- 1719
- 1720 b. Repair of metal utilitarian structures to house or protect utilities such as pump house
1721 and electrical transformer houses, as well as related elements such as oil tanks and
1722 exposed pipelines, except when located within a historic district listed or eligible for
1723 listing in the National Register.
- 1724
- 1725 c. Underground cable replacements of any length, where the replacement cable is
1726 placed within three feet of the same trench as an existing or failed cable, except when
1727 in proximity (one hundred (100) meters or three hundred (300) feet) to a known
1728 archeological site.
- 1729
- 1730 d. Replacement of power poles in pre-existing locations is allowed, including increase
1731 in the pole diameter. Relocation or construction of new poles are allowed in: (1)
1732 urban or suburban settings between the edge of roadway and the sidewalk, (2) rural
1733 settings along roadway shoulders, and (3) in off-road alignment settings in the
1734 existing utility corridor, except in close proximity (one hundred (100) meters or
1735 three hundred (300) feet) to a known archaeological site or within the viewshed of a
1736 historic property or historic district listed or eligible for listing in the National
1737 Register, or where the poles themselves are historic components of an eligible utility
1738 line.
- 1739
- 1740 e. New construction of a single pole overhead line is permissible when the auguring,
1741 pole placement, and line placement is conducted from within the previously

- 1742 disturbed public or private rights-of-way, or when the lines will not pass within or
 1743 through any areas known or suspected to contain human remains, archeological
 1744 resources, or any other historic properties except when in close proximity (one
 1745 hundred (100) meters or three hundred (300) feet) to a known archaeological site or
 1746 within the viewshed of a historic property or historic district listed or eligible for
 1747 listing in the National Register.
 1748
- 1749 f. Replacement, relocation or installation of solar panels on the roofs of buildings less
 1750 than forty-five (45) years of age except when located within a historic district listed
 1751 or eligible for listing in the National Register.
 1752
- 1753 g. Directional boring for replacement/new service lines and related appurtenances,
 1754 where ground disturbance would involve no greater than ten (10) square-foot
 1755 excavation units for directional boring equipment to be placed. These units would
 1756 be placed in areas for directional drilling to begin and end or where needed to
 1757 complete boring.
 1758
- 1759 3. Communication Equipment or Systems and Towers
 1760
- 1761 a. Acquisition, installation, or operation of communication and security equipment
 1762 systems that use existing distribution systems, facilities, or existing rights-of-way
 1763 for infrastructure.
 1764
- 1765 b. The collocation of communication and security equipment on existing towers and
 1766 buildings/structures less than forty-five (45) years in age, provided that the work
 1767 does not increase the existing tower height or footprint by more than ten (10) percent
 1768 and occurs within previously disturbed soils.
 1769
- 1770 c. Enhancement, repair or replacement of existing communication towers and antenna
 1771 structures provided the work does not increase the existing tower height or footprint
 1772 by more than ten (10) percent and occurs within previously disturbed soils.
 1773
- 1774 d. Installation of temporary (not to exceed twelve (12) months) communications towers
 1775 and antenna structures provided that the work does not require modification of
 1776 buildings or structures forty-five (45) years or older and occurs within previously
 1777 disturbed soils.
 1778
- 1779 e. Installation of new communication towers, less than two hundred (200) feet tall, in
 1780 previously developed urban complexes when the work does not require modification
 1781 of buildings or structures forty-five (45) years or older, occurs within previously
 1782 disturbed soils, and is not within one thousand (1,000) feet of the boundaries of a
 1783 historic property.
 1784

1785 **E. WATER RESOURCE MANAGEMENT AND CONTROLS**, when proposed activities
 1786 substantially conform to the original footprint or are performed in previously disturbed soils,
 1787 including the area where the activity is staged.

1788

1789 1. Canal Systems

1790

1791 a. In-kind repair or replacement of canal systems and associated elements. This
 1792 allowance does not apply to historic canals or canal structures.

1793

1794 2. Dams, Levees, Locks, and Floodwalls

1795

1796 a. In-kind repair of dams, levees, locks, floodwalls, and related features, including
 1797 spillways, tide gates, and fuse plugs, provided the work occurs in previously
 1798 disturbed soils.

1799

1800 3. Bulkheads, Breakwaters, Seawalls, Revetments, and Berms

1801

1802 a. In-kind repair or replacement of breakwaters, seawalls, bulkheads, berms, jetties,
 1803 sand dunes, and revetments, provided the work occurs in previously disturbed soils
 1804 and there are no known shipwrecks within the project's APE.

1805

1806 4. Fish Hatcheries

1807

1808 a. In-kind repair or replacement of fish hatcheries and fish ladders.

1809

1810 5. Waste-Water Treatment Lagoon Systems

1811

1812 a. In-kind repair, replacement, or minor upgrades of waste-water treatment lagoon
 1813 systems.

1814

1815 6. Outfall Systems

1816

1817 a. In-kind repair, replacement, or minor upgrades to outfall pipes along beaches or
 1818 inland waterways.

1819

1820 **F. WILDFIRE RECOVERY AND MITIGATION**

1821

1822 1. Reseeding

1823

1824 a. Aerial seeding by fixed or rotary wing aircraft to re-establish vegetative ground
 1825 cover after a wildfire.

1826

1827 b. Hydro-seeding or placement of jute matting or other similar measures as appropriate
 1828 and limited to heavily sloped or erodible areas, with minimal potential ground
 1829 disturbance (limited to surface soils only).

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2. Creation of Defensible Space by Limited Vegetative Fuels Reduction or Thinning

This Allowance is for the creation of defensible space around private or public structures in the wildland interface through selective, limited vegetation removal. Its purpose is to assist firefighters to have a defensible space to stage and defend structures from fires and provide residents with safe fire evacuation routes.

a. Creation of defensible space around private and public structures in the wildland interface through selective vegetation removal including limbing low branches, brush thinning and removal, clearing of leaves and pine needles on the ground surface, and limited thinning of small understory trees using hand-held tools. The defensible space zone typically extends approximately 100 feet from the structure, but no more than approximately 200 feet in steep sloped areas. Trees must be cut in place using a chainsaw or hand tools, and lifted and removed from the property by hand, not dragged across the ground surface, to a debris stockpile area for use as firewood, chipped, or hauled to and disposed of at an approved solid waste facility. No root balls or roots will be removed. Dragging means pushing or pulling vegetation or equipment across the surface or subsurface of the ground. Equipment, inclusive of any vehicles, will be staged and accessed on improved surfaces and treatment areas from existing hard packed parking areas, roads, or driveways.

b. Creation of defensible space within ten (10) feet of an existing roadway through selective vegetation removal including limbing low branches, brush thinning and removal, and limited thinning of small understory trees using hand-held tools. Equipment, inclusive of any vehicles, must be staged and accessed on improved (paved or hard packed) existing surfaces to the maximum extent possible.

c. Chipping and broadcasting of vegetative debris on site beyond the defensible space zone.

3. Authorizing the installation of devices to protect human or animal life that could involve minimal potential ground disturbance and limited to surface soils only. Examples of this include small rain or other monitoring gauges and temporary sediment catchment devices in waterways for fire-affected landscapes. Installation of any devices would not involve vehicular or equipment use off of existing roadways.

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

- A. Recordation: FEMA will consult with the SHPO to determine the level and format of recordation required for the affected historic property or properties. 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 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 Qualified staff or Qualified contractors in the disciplines of Architectural History, History, Architecture, or Historic Architecture, as appropriate. The digital photography package will meet the standards cited in the NPS National Register *Photo Policy Factsheet updated 5/15/2013* Interim National Register Photo Policy Factsheet (nps.gov), or subsequent revisions.

- 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 requirement if a request for access is approved by the property owner and/or lessee. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter, and photographer's name recorded on the reverse side in pencil.

- b. The digital photography package shall include printed color copies of the digital photographs (on appropriate paper, per the NPS *National Register Photo Policy Factsheet updated 5/15/2013*, a CD/DVD of the digital photographs, a completed state architectural inventory form, and a written site history of the historic property.

- c. The designated responsible party shall submit the digital photography package to the SHPO and participating Tribe(s), for review and approval. Once approved by the

- 1912 SHPO and participating Tribe(s), the designated responsible party shall submit a
 1913 copy of the approved documentation to a state or local historical society, archive,
 1914 and/or library for permanent retention.
 1915
- 1916 2. 35mm Black and White Photography Package: Prior to project implementation, the
 1917 designated responsible party shall oversee the successful delivery of a 35 mm black and
 1918 white film photography package prepared by Qualified staff or Qualified contractors in
 1919 the disciplines of Architectural History, History, Architecture, or Historic Architecture,
 1920 as appropriate.
 1921
- 1922 a. The 35 mm black and white film photography package shall include a
 1923 comprehensive collection of photographs of both interior and exterior views
 1924 showing representative spaces and details of significant architectural features and
 1925 typical building materials. However, interior photographs will only be subject to this
 1926 requirement if a request for access is approved by the property owner and/or lessee.
 1927 Exterior photographs shall include full oblique and contextual images of each
 1928 elevation. Exterior views shall be keyed to a site plan while interior views shall be
 1929 keyed to a floor plan of the building/structure. The photographs shall be indexed
 1930 according to the date photographed, site number, site name, site address, direction,
 1931 frame number, subject matter, and photographer's name recorded on the reverse side
 1932 in pencil.
 1933
- 1934 b. The 35 mm black and white film photography package shall include one (1) full set
 1935 of 35mm film black and white photographs printed on acid free paper, the
 1936 corresponding 35mm film negatives in acid free sleeves, a completed state
 1937 architectural inventory form, and a written site history of the historic property.
 1938
- 1939 c. The designated responsible party shall submit the 35 mm black and white film
 1940 photography package to the SHPO and participating Tribe(s) for review and
 1941 approval. Once approved by the SHPO and participating Tribe(s), the designated
 1942 responsible party shall submit a copy of the approved documentation to a state or
 1943 local historical society, archive, and/or library for permanent retention.
 1944
- 1945 3. Large Format Photography Package: Prior to project implementation, the designated
 1946 responsible party shall oversee the successful delivery of a large format photography
 1947 package prepared by Qualified staff or Qualified contractors in the disciplines of
 1948 Architectural History, History, Architecture, or Historic Architecture, as appropriate.
 1949
- 1950 a. The large format photography package shall include a comprehensive collection of
 1951 photographs of both interior and exterior views showing representative spaces and
 1952 details of significant architectural features and typical building materials. However,
 1953 interior photographs will only be subject to this requirement if a request for access
 1954 is approved by the property owner and/or lessee. Exterior photographs shall include
 1955 full oblique and contextual images of each elevation. Exterior views shall be keyed
 1956 to a site plan while interior views shall be keyed to a floor plan of the

1957 building/structure. The photographs shall be indexed according to the date
 1958 photographed, site number, site name, site address, direction, frame number, subject
 1959 matter, and photographer's name recorded on the reverse side in pencil.

1960

1961 b. The large format film photography package shall include one (1) full set of 4 x 5 or
 1962 5 x 7-inch photographs printed on acid free paper, the corresponding 4 x 5 or 5 x 7-
 1963 inch negatives in acid free sleeves, a completed state architectural inventory form,
 1964 and a written site history of the historic property.

1965

1966 c. The designated responsible party shall submit the large format film photography
 1967 package to the SHPO and participating Tribe(s) for review and approval. Once
 1968 approved by the SHPO and participating Tribe(s), the designated responsible party
 1969 shall submit a copy of the approved documentation to a state or local historical
 1970 society, archive, and/or library for permanent retention.

1971

1972 B. Public Interpretation

1973

1974 Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with the
 1975 SHPO and participating Tribe(s) to design an educational interpretive plan. The plan may
 1976 include signs, displays, educational pamphlets, websites, workshops, and other similar
 1977 mechanisms to educate the public on historic properties within the local community, state,
 1978 or region. Once an interpretive plan has been agreed to by the parties, the designated
 1979 responsible party shall continue to consult throughout implementation of the plan until all
 1980 agreed upon actions have been completed by the designated responsible party.

1981

1982 C. Historical Context Statements and Narratives

1983

1984 Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with the
 1985 SHPO and participating Tribe(s) to determine the topic and framework of a historic context
 1986 statement or narrative that the designated responsible party shall be responsible for
 1987 completing. The statement or narrative may focus on an individual property, a historic
 1988 district, a set of related properties, or relevant themes as identified in the statewide
 1989 preservation plan. Once the topic of the historic context statement or narrative has been
 1990 agreed upon, the designated responsible party shall continue to coordinate with the SHPO
 1991 and participating Tribe(s) through the drafting of the document and delivery of a final
 1992 product. The designated responsible party shall use Qualified staff or Qualified contractors
 1993 with the discipline appropriate for the historic property.

1994

1995 D. Oral History Documentation

1996

1997 Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with the
 1998 SHPO and participating Tribe(s) to identify oral history documentation needs and agree
 1999 upon a topic and list of interview candidates. Once the parameters of the oral history project
 2000 have been determined, the designated responsible party shall continue to coordinate with
 2001 the SHPO and participating Tribe(s) through data collection, drafting of the document, and

2002 delivery of a final product. The designated responsible party shall use Qualified staff or
 2003 Qualified contractors with the discipline appropriate for the historic property.

2004
 2005 E. Historic Property Inventory

2006
 2007 Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with the
 2008 SHPO and participating Tribe(s) to establish the appropriate level of effort to accomplish a
 2009 historic property inventory. Efforts may be directed toward the resurvey of previously
 2010 designated historic properties or districts that have undergone previous change(s) or
 2011 previously lacked sufficient documentation, or the toward the survey of new historic
 2012 properties or districts that lack formal designation. Once the boundaries of the survey area
 2013 have been agreed upon, the designated responsible party shall continue to coordinate with
 2014 the SHPO and participating Tribe(s) through the data collection process. The designated
 2015 responsible party shall use the SHPO's and participating Tribe(s) standards for the survey
 2016 of historic properties and the SHPO's and participating Tribe(s) forms, as appropriate. The
 2017 designated responsible party shall prepare a draft inventory report, according to the SHPO's
 2018 and participating Tribe(s) templates and guidelines, and work with the SHPO and
 2019 participating Tribes until a final property inventory is approved. The designated responsible
 2020 party shall use Qualified staff or Qualified contractors with the discipline appropriate for
 2021 the historic property.

2022
 2023 F. National Register and National Historic Landmark Nominations

2024
 2025 Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with the
 2026 SHPO and participating Tribe(s), to identify the individual properties that would benefit
 2027 from a completed National Register or National Historic Landmark nomination form. Once
 2028 the parties have agreed to a property, the designated responsible party shall continue to
 2029 coordinate with the SHPO and participating Tribe(s) through the drafting of the nomination
 2030 form. The SHPO and participating Tribe(s) shall provide adequate guidance to the
 2031 designated responsible party during the preparation of the nomination form and shall
 2032 formally submit the final nomination to the Keeper for inclusion in the National Register.
 2033 The designated responsible party shall use qualified staff or qualified contractors with the
 2034 discipline appropriate for the historic property.

2035
 2036 G. Geo-References of Historic Maps and Aerial Photographs

2037
 2038 Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with the
 2039 SHPO and participating Tribe(s) to identify the historic maps or aerial photographs for
 2040 scanning and geo-referencing. Once a list of maps and/or aerial photographs has been agreed
 2041 upon, the designated responsible party shall continue to coordinate with the SHPO and
 2042 participating Tribes through the scanning and geo-referencing process and shall submit
 2043 drafts of paper maps and electronic files to the SHPO and participating Tribe(s) for review.
 2044 The SHPO and participating Tribe(s) shall have final approval on the quality of the
 2045 documentation provided by the designated responsible party. The final deliverable produced
 2046 by the designated responsible party shall include a paper copy of each scanned image, a

2047 geo-referenced copy of each scanned image, and the metadata relating to both the original
2048 creation of the paper maps and the digitization process.