

PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE,

AND
FLORIDA STATE HISTORIC PRESERVATION OFFICE,
GEORGIA STATE HISTORIC PRESERVATION OFFICE,
LOUISIANA STATE HISTORIC PRESERVATION OFFICE,
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
PUERTO RICO STATE HISTORIC PRESERVATION OFFICE,
U.S. VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICE,

AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

REGARDING THE EMERGENCY SUPPLEMENTAL APPROPRIATION
TO THE
HISTORIC PRESERVATION FUND
FOR
DISASTER RELIEF
TO HISTORIC PROPERTIES DAMAGED BY HURRICANES HARVEY, IRMA, AND MARIA

WHEREAS, the National Park Service (NPS) has obligated funds appropriated from the Historic Preservation Fund (HPF) pursuant to Public Law (P.L.) 115-123, making Emergency Supplemental Appropriations available for recovery activities in areas of the States of Florida, Georgia, Louisiana, South Carolina, Texas, and the Territories of Puerto Rico and the U.S. Virgin Islands with a Presidential disaster determination associated with Hurricanes Harvey, Irma, and Maria in August and September of 2017; and,

WHEREAS, \$48.5 million of the Emergency Supplemental HPF (ESHPPF) appropriation is to be apportioned by formula to the named State Historic Preservation Offices (SHPO) to allow funds to be used for historic preservation projects providing relief to damages in areas that have received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.) as a result of Hurricanes Harvey, Irma, and Maria. Declared disaster areas are identified in Appendix B; and,

WHEREAS, Eligible activities include reimbursement of costs necessary to complete compliance activities required by the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108 (Section 106) and its implementing regulations, “Protection of Historic Properties” (36 CFR Part 800); costs needed to administer the grant program; costs for the preservation, stabilization, rehabilitation, and repair of historic properties that are listed in, or considered eligible for listing in, the National Register of Historic Places (historic properties) damaged by the above-named storms within such areas; and costs for survey and inventory of historic resources to determine eligibility, degree of damage, and provide preparedness for future disasters; and,

WHEREAS, the NPS intends to fund projects that may affect properties listed in or eligible for the National Register of Historic Places thereby making these activities “undertakings,” as defined by 36 CFR § 800.16(y) and subject to review pursuant to 36 CFR Part 800, the regulations implementing Section 106 and has consulted with the Advisory Council on Historic Preservation (ACHP) and the State Historic

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

Preservation Officers (SHPOs) for the States of Florida, Georgia, Louisiana, South Carolina, Texas, and the Territories of Puerto Rico and the U.S. Virgin Islands; and,

WHEREAS, the NPS has concluded that given the scope of the damage and impacts resulting from Hurricanes Harvey, Irma, and Maria, the ESHPF grants, while intended for historic preservation activities that adhere to *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (the Standards), may have adverse effects on historic properties; and,

WHEREAS, the effects to historic properties cannot be fully determined prior to the release of ESHPF funds, and therefore a Programmatic Agreement (PA) as allowed under 800.14(b)(1) is appropriate to govern the implementation of the Harvey, Irma, and Maria ESHPF program for the purposes of Section 106; and,

WHEREAS, due to the emergency nature of this funding, the NPS has authorized the SHPOs to manage the compliance activities required by Section 106 as per 36 CFR Part 800, specifically, 800.2(c)(4) as they are applicants for Federal assistance. This PA recognizes that sub-grantees and contractors chosen by the SHPO working on ESHPF undertakings may initiate Section 106, but the SHPO remains responsible for all findings and determinations related to the ESHPF Program. NPS remains responsible for government-to-government consultation with Indian Tribes and the review of any undertakings funded on tribal lands; and,

WHEREAS, the Catawba Indian Nation, the Chitimacha Tribe of Louisiana, the Coushatta Indian Tribe of Louisiana, and the Seminole Tribe of Florida are eligible for ESHPF funding for recovery activities as they reside within Presidential disaster declaration areas. The Tribes were invited to be signatories to this agreement and declined. The Coushatta Tribe of Louisiana and the Seminole Tribe of Florida have applied for ESHPF funding and have received individual grant agreements. Both Tribes intend to conduct Section 106 activities in the process as described in 36 CFR Part 800 and wish to be considered concurring parties to this PA; and,

WHEREAS, other Federally Recognized Indian Tribes in the affected areas of Hurricanes Harvey, Irma, and Maria may apply to the relevant SHPO for ESHPF funding; and,

WHEREAS, the NPS in coordination with the SHPOs listed above, has notified affected Indian Tribes of the ESHPF and invited Tribes within the declared disaster areas of Hurricanes Harvey, Irma, and Maria to participate in project planning and in telephone calls regarding the implementation of this PA and has notified Indian Tribes located outside of these locations that have ancestral or cultural ties to the declared areas as per Section 101(d)(6)(B) of the NHPA; and,

WHEREAS, the NPS acknowledges that Indian Tribes possess special expertise in assessing the National Register eligibility of properties with tribal religious and cultural significance; and,

WHEREAS, the SHPOs shall ensure that any ESHPF grants awarded to a sub-grantee or contractor chosen by SHPO, for activities carried out prior to the execution of the Grant Agreements, shall document the circumstances that resulted in the owner's stabilization, preservation, and/or rehabilitation of the historic property (pre-agreement costs); and,

WHEREAS, the NPS, the SHPOs and the Advisory Council on Historic Preservation (ACHP) have consulted in accordance with 36 CFR § 800.14(b) to develop this PA to tailor the Section 106 review process to the provisions set forth in the ESHPF, including allowing sub-grantees and contractors chosen by the SHPO to participate in the implementation of the terms of this PA; and,

WHEREAS, the NPS in coordination with the SHPOs, has taken appropriate measures to notify Federal preservation partners within the Certified Local Government (CLG) program in the affected areas, as well as a broad list of interested parties, of the availability of this funding, and to involve them, as appropriate, during the development of this PA. SHPOs were required to do a public press release regarding the funding available, and were instrumental in suggesting interested preservation partners while formulating this PA and in forwarding information to those in their specific states throughout 2019; and,

WHEREAS, a number of national, statewide, and local preservation groups reside and function in the affected areas served by this grant program and have been invited to consult. Concurring parties who have indicated interest in the affected areas include the following: Atchafalaya National Heritage Area, Gullah Geechee Cultural Heritage Corridor Commission, South Carolina National Heritage Corridor, National Alliance of Preservation Commissions, National Association of Tribal Historic Preservation Officers, National Conference of State Historic Preservation Officers, National Trust for Historic Preservation, United South and Eastern Tribes, Inc.; and,

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

STIPULATIONS

The NPS, to the extent of its legal authority and in coordination with the SHPOs, shall ensure that the following measures are carried out:

I. DEVELOPMENT OF GRANT AGREEMENTS

- A. As required in the Notice of Funding Opportunity, P18AS00243, eligible applicants to the grant program are the State and Tribal Historic Preservation Offices in Florida, Georgia, Louisiana, Puerto Rico, South Carolina, Texas and the U.S. Virgin Islands. Grant Agreements were executed between each SHPO and the NPS, and amounts were announced for each State or Territory in February 2019. See Appendix A for an example of the Grant Agreement template used for all grantees.
 1. The beginning date by which the NPS will allow the use of grant funds for pre-agreement costs shall be in accordance with incident period start dates as designated by the Federal Emergency Management Agency (FEMA) are as follows:
 - a. Hurricane Harvey
 - i. Louisiana: August 28, 2017
 - ii. Texas: August 23, 2017
 - b. Hurricane Irma
 - i. Florida: September 4, 2017
 - ii. Georgia: September 7, 2017
 - iii. Puerto Rico: September 5, 2017
 - iv. South Carolina: September 6, 2017
 - v. U.S. Virgin Islands: September 5, 2017
 - c. Hurricane Maria
 - i. Puerto Rico: September 17, 2017
 - ii. U.S. Virgin Islands: September 16, 2017

- B. The SHPOs shall ensure that any ESHPF sub-grant references the applicability of the grant agreement and all conditions to such activities proposed by the sub-grantee.

II. SUMMARY OF SECTION 106 / SECTION 110 REFERENCES WITHIN ESHPF GRANT AGREEMENT

- A. Key points for reference in the Grant Agreement (See Appendix A for an executed grant agreement regarding Section 106 and Section 110) are as follows:
 1. Applicability of *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (the Standards).
 2. Procedures for documentation of eligibility of affected resources, project review, and consultation.
 3. Development of Memoranda of Agreement (MOA) or other agreement documents to resolve adverse effects as defined in 36 CFR § 800.5.
 4. Activities requiring Project Notifications due to National Historic Landmark status of resources, as per the guidance within the *Historic Preservation Fund Grants Manual*, Chapter 8.

III. IDENTIFYING THE AREA OF POTENTIAL EFFECT (APE) FOR GRANT FUNDED WORK

- A. The SHPO shall ensure that the direct, indirect, and cumulative effects are considered in establishing the geographic boundaries for the area of potential effects (APE) for each ESHPF grant activity.
- B. If an APE has been previously established by another agency for a related undertaking, in consultation with the affected SHPO, the NPS and SHPO may adopt and adhere to the geographic areas included in the existing APE as an efficiency.

IV. ASSESSMENT OF EFFECTS TO HISTORIC PROPERTIES

- A. NPS has indicated to SHPOs that project work involving archeological survey or development (bricks and mortar) at historic properties are considered likely to have an effect to historic properties and must be evaluated accordingly.
- B. The SHPO shall seek information as appropriate from consulting parties with knowledge of historic properties in the areas of each undertaking.
- C. The SHPO shall ensure that potential direct, indirect, and cumulative effects of grant activities are considered.

V. TRIBAL CONSULTATION

- A. The NPS has identified interested Indian Tribes and has engaged in internal communications with Indian Tribes, individually or collectively, located within the States or for those with ancestral ties to the affected areas, to facilitate tribal consultation regarding the potential effect(s) of ESHPF grant activities on properties of religious and cultural significance to said Indian Tribe. The Tribal Communication Protocol in Appendix C provides contact information to facilitate consultation.
- B. The NPS shall conduct consultation with Indian Tribes that have expressed an interest in the Hurricanes Harvey, Irma, and Maria recovery efforts based upon their unique cultural, religious, and ancestral ties. If the Tribes request government-to-

government consultation NPS will remain the lead, as required by 36 CFR § 800.2(c)(2)(ii). Tribes may invite the SHPO to be part of this consultation.

- C. NPS understands that a THPO may provide written permission to allow consultation by the SHPO to stand for the NPS on projects located in their states.

VI. PUBLIC CONSULTATION

- A. NPS will utilize the external Planning, Environment and Public Comment (PEPC), a publicly accessible website, to display the information and take comments as necessary. Appendix D includes NPS program staff contact information.
- B. The SHPO shall take appropriate measures to notify the public of the terms of the PA and identify the approved ESHPF grant activities as it relates to their state or territory. The SHPO will use established web-links and information sources for Hurricanes Harvey, Irma, and Maria to notify the public of the grant opportunity and ability to comment on individual undertakings.
- C. The NPS and the relevant SHPO will consider all public comments relating to Section 106 compliance for ESHPF funding at any time during the implementation of this PA.
- D. If a member of the public objects to an aspect of this PA or its implementation, NPS and SHPO shall consult with the objecting party and the concurring parties to seek resolution. If the NPS determines that the objection cannot be resolved, the NPS shall forward a proposed resolution of the objection and all documentation on the objection to the ACHP as per § 800.5.

VII. AGENCY COORDINATION

- A. When NPS is determined to be the Lead Agency for the purposes of Section 106 activities for these named storms, NPS will coordinate the Section 106 review activities of all Federal agencies and Tribes that participate in undertakings funded by ESHPF.
- B. Projects reviewed and commented upon by the SHPO prior to the NPS ESHPF funding and done in accordance with 54 U.S.C. § 302303, which describes the role of the SHPO, and commented upon as per 36 CFR Part 800, may proceed without additional review, provided the scope of work remains the same. The SHPO may retain a copy of the previous correspondence regarding the undertaking in the ESHPF project file to prove compliance with NHPA.
- C. Where ESHPF funding occurs prior to the effective date of this PA, work will proceed under the Section 106 process, as outlined in 36 CFR Part 800, with NPS acting as lead and SHPOs supplying information to NPS for review via the Environmental Worksheet.
- D. When projects involve National Historic Landmarks, a Project Notification should be supplied to NPS to allow review and adherence to Section 110(f).

VIII. ASSESSMENT OF ADVERSE EFFECTS

- A. SHPOs, as well as their sub-grantees or contractors, are expressly prohibited from knowingly using ESHPF funds to cause adverse effects as noted in their individual grant agreements (see Stipulation I), without the prior approval of NPS based on an analysis of alternatives.
- B. Under no circumstances can the SHPO use ESHPF funds to mitigate adverse effects related to a previously ESHPF funded undertaking.

- C. The NPS will consider expenditures on projects that meet the criteria of adverse effects when no feasible alternative for preservation exists, or there is an imminent threat to the resource.
- D. Should an adverse effect be unavoidable, the SHPO and NPS will develop a MOA in accordance with § 800.6, or § 800.10 if the property is a National Historic Landmark.
- E. SHPO must provide notice of the adverse effect to NPS and the ACHP with accompanying documentation as required by § 800.11. ACHP will review under Appendix A to Part 800 – Criteria for Council involvement in reviewing individual Section 106 cases.

IX. UNANTICIPATED DISCOVERIES

For the purposes of compliance in this grant program the SHPO functions as a grantee, and therefore a timeframe has been added to ensure that work continues outside of the normal 30-day notification period. Post review discoveries are not always “adverse effects” in this program and may be resolved through modification of a project design or cancellation of a subgrant.

- A. In the event that the SHPO in its role as a grantee, or the SHPO’s agent (sub-grantee or contractor) discovers a previously unidentified historic property or creates through the ESHPF funding an unanticipated effect on such properties (including archeological sites and traditional cultural properties), the sub-grantee or contractor shall immediately notify the SHPO and refrain from further project activities. As conditioned in their grant agreement documents, the SHPO must follow the discovery protocols which at a minimum, shall require the sub-grantee or contractor to immediately stop construction at the location and within 30 feet of the affected historic property and take reasonable measures to avoid and minimize harm to the historic property, until all parties and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days.
- B. If the SHPO, or the SHPO’s agent, and relevant Indian Tribe(s), cannot agree on a suitable course of action within 15 calendar days to address the discovery, the SHPO shall contact the NPS to assist in the resolution of the dispute. If an acceptable resolution cannot be achieved, the SHPO shall follow the dispute resolution process set forth in Stipulation XIII.
- C. In the event that an adverse effect upon an historic property inadvertently occurs, as defined in 36 CFR § 800.5 (a)(1) and (2), the SHPO shall initiate consultation consistent with the regulations, including Indian Tribes and other consulting parties as appropriate, and develop a MOA as per 36 CFR § 800.6.
- D. If human remains are encountered during project construction, the SHPO or its subgrantee will comply with applicable, Federal, state and/or local laws.

X. CURATION

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

Collections.” Any SHPO shall provide NPS with a copy of the curation agreement as evidence of compliance with this stipulation. Grant funds may not be used for curation beyond the life of the grant.

- B. Archeological collections and accompanying data and records resulting from grant assisted work must be made available for scholarly research by qualified professionals for use in research, interpretation, preservation, and resource management needs.

XI. CONSIDERATIONS FOR NATIONAL HISTORIC LANDMARKS

- A. Pursuant to NHPA 110(f) of NHPA, NPS will seek to minimize harm to any National Historic Landmark (NHL) and will seek the comments of the NPS Region when a project involves work to an NHL property. Notification of adverse effects to NHLs will occur as per § 800.10(b).

XII. ADMINISTRATION/ REPORTING FOR THE ESHPF GRANT PROGRAM

- A. The NPS will ensure that the necessary project notifications and progress reports are submitted as required under the grant agreement for each SHPO. Grant information for each project shall be entered in HPF Online, a password-protected database, and include funding amounts, the project contact, along with any changes to the scope of work over the course of the grant period.
- B. SHPOs shall be required to retain information relating to the number of undertakings, the areas of potential effect, and the identification of historic properties for individual grant projects.
- C. Following the completion and approval of the Final Report, as required by the grant agreement, NPS shall provide all parties to this PA and the ACHP a final summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in NPS’s efforts to carry out the terms of this PA.

XIII. DISPUTE RESOLUTION

Should any signatory or concurring party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, NPS shall consult with such party to resolve the objection. If NPS determines that such objection cannot be resolved, NPS will:

- A. Forward all documentation relevant to the dispute, including the NPS’s proposed resolution, to the ACHP. The ACHP shall provide NPS with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, NPS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. NPS will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, NPS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NPS shall prepare a written response that takes into account any timely comments regarding the dispute from the

signatories and concurring parties to the PA, and provide them and the ACHP with a copy of such written response

- C. NPS's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.
- D. Public Objections shall follow the actions stipulated in Section VI(D) above.

XIV. DURATION

- A. This PA will remain in effect until September 30, 2024. At any time in the six-month period prior to such date, any signatory can request an extension or modification of the PA duration. Any extension will require an amendment in accordance with Stipulation XV(A).

XV. AMENDMENT

- A. Notwithstanding any other provision in this PA, any signatory or invited signatory, may request that it be amended, whereupon the signatories will consult to consider such amendment. The NPS will facilitate consultation, including notification of relevant Indian Tribes, within thirty (30) calendar days of the request. Any amendment will be in writing and signed by the PA signatories and shall be effective on the date of the final signature.
- B. If any SHPO signatory objects to the terms of this PA, they may withdraw upon providing notice to the NPS and ACHP. Upon withdrawal, the PA would be terminated only within that state and NPS would comply with 36 CFR part 800 for all undertakings in that state previously subject to this PA. Any withdrawn SHPO shall no longer be considered a signatory to this PA. The NPS may work to develop an individual PA with that SHPO pursuant to 36 CFR 800.14(b), to address undertakings in the relevant state funded with ESHPF.

XVI. TERMINATION

If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation XV, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the PA upon written notification to the other signatories. Once the PA is terminated, and prior to work continuing, NPS must either (a) comply with 36 CFR part 800 for all undertakings previously included in this PA, or (b) develop and execute a new PA pursuant to 36 CFR § 800.14(b) with each individual SHPO. NPS shall notify the signatories as to the course of action it will pursue.

XVII. EXECUTION

- A. Execution of this PA by the NPS, SHPOs, and ACHP, and implementation of its terms evidence that NPS has taken into account the effects of this program on historic properties and afforded the ACHP an opportunity to comment. This PA may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.
- B. This PA shall become effective on the date of the final signatory.

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

SIGNATORIES:

NATIONAL PARK SERVICE

JOY BEASLEY

Digitally signed by JOY BEASLEY
Date: 2020.06.09 09:56:02
-04'00'

By:

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

Date

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

SIGNATORIES:

ADVISORY COUNCIL ON HISTORIC PRESERVATION



By:

John M. Fowler
Executive Director

July 16, 2020

Date

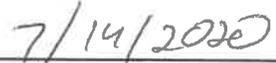
Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

SIGNATORIES:

FLORIDA STATE HISTORIC PRESERVATION OFFICE

By:


Dr. Timothy Parsons
State Historic Preservation Officer


Date

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

SIGNATORIES:

GEORGIA S]



By: _____
Dr. David Crass
Deputy State Historic Preservation Officer

6/18/2020

Date

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

SIGNATORIES:

LOUISIANA STATE HISTORIC PRESERVATION OFFICE

Kristin Sanders

Digitally signed by Kristin Sanders
Date: 2020.06.16 08:49:34 -05'00'

By:

Kristin P. Sanders
State Historic Preservation Officer

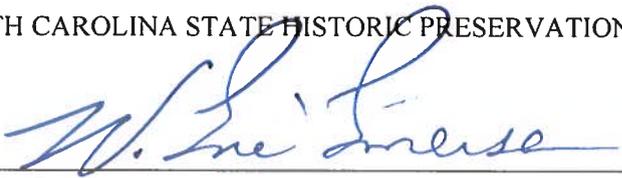
Date

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

SIGNATORIES:

SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE

By:



Dr. Eric Emerson
State Historic Preservation Officer

6/15/20

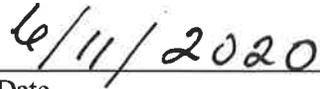
Date

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

SIGNATORIES:

TEXAS STATE HISTORIC PRESERVATION OFFICE

By: 
Mark S. Wolfe
State Historic Preservation Officer


Date

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

SIGNATORIES:

PUERTO RICO STATE HISTORIC PRESERVATION OFFICE

**Carlos A Rubio
Cancela**

Digitally signed by Carlos A Rubio Cancela
DN: cn=Carlos A Rubio Cancela, o=Puerto Rico
State Historic Preservation Office, ou=State
Government, email=carubio@prshpo.pr.gov, c=US
Date: 2020.06.12 18:18:52 -04'00'

By:

Carlos A. Rubio Cancela
Director Ejectivo
State Historic Preservation Officer

Date

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

SIGNATORIES:

U.S. VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICE

By: 
Jean-Pierre L. Oriol
Commissioner ~~Nominee~~
State Historic Preservation Officer

16-June-2020

Date

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

CONCURRING PARTIES:

CATAWBA INDIAN NATION TRIBAL HISTORIC PRESERVATION OFFICE

By: Wenonah G. Haire, PhD
Dr. Wenonah G. Haire
Tribal Historic Preservation Officer

6/26/20
DATE

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

- APPENDIX A: Grant agreement (sample) for ESHPF for Hurricanes Harvey, Irma, and Maria
- APPENDIX B: Map of counties and locations for assistance
- APPENDIX C: Tribal communication protocol
- APPENDIX D: NPS staff list and contact information

APPENDIX A: Grant agreement (sample) for ESHPF for Hurricanes Harvey, Irma, and Maria

Grant Agreement

P19AP000XX

BETWEEN

THE UNITED STATES DEPARTMENT OF INTERIOR

NATIONAL PARK SERVICE

AND

STATE HISTORIC PRESERVATION OFFICE

DUNS No: XXXXXXXXX

Street

City, State, Zip

CFDA: 15.957

Grant Program: Emergency Supplemental Historic Preservation Fund

Project Title: **Hurricanes Harvey, Irma, and Maria Recovery**

Amount of Federal Funds Obligated: \$XXXXXXXX

Amount of Non-Federal Matching Share: \$0

Total Amount of Award: \$XXXXXXXX

Period of Performance: **March 1, 2019 to March 31, 2022**

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

ARTICLE I. BACKGROUND AND OBJECTIVES

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

ARTICLE II. AUTHORITY

NPS enters into this Agreement pursuant to:

- National Historic Preservation Act (NHPA), 54 U.S.C. § 300101 et. seq.
- Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance.

- Continuing Appropriations Act, 2017, P.L. 115-123

ARTICLE III. STATEMENT OF WORK

- A. The Statement of work shall include eligible pre-development or development work, eligible review and compliance activities, and National Register of Historic Places nomination work as defined in Chapter 6, Sections J, I, K, M and O of the Historic Preservation Fund Grants Manual. All of the activities defined in those sections apply unless specifically stated to the contrary in this grant agreement (see Attachment State, Tribal, Local, Plans & Grants Conditions, Condition 16, Ineligible Activities). Funds may also be used for workshops or technical assistance to local government officials and property owners to preserve historic resources affected by the hurricanes, or for the recordation and survey of damaged structures in accordance with Chapter 6, Section D of the Historic Preservation Fund Grants Manual. Only damage resulting from the named disasters are eligible for assistance, and all development work must only be directed to properties listed in, or eligible for listing in, the National Register of Historic Places. Additionally, this funding may be used to:
1. hire additional term, temporary, or contractor staff to enable the SHPOs/THPOs to expeditiously conduct the reviews of all Federally funded or sponsored projects required by Section 106 of the National Historic Preservation Act;
 2. offer preservation technical assistance to local government officials and to owners of properties listed in or considered eligible by the State Historic Preservation Officer for listing in the National Register of Historic Places; and,
 3. develop architectural/engineering plans and specifications, economic feasibility studies, survey and damage assessments, construction work to stabilize and repair historic and archeological properties, and survey of hurricane-damaged properties.
- B. The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.
- C. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient

ARTICLE IV. TERM OF AGREEMENT

The Agreement will become effective upon signature of the National Park Service.

The grant start date is **March 1, 2019**, and runs through the end date of **March 31, 2022**, unless terminated earlier per Article XI. The period from the start date to the expiration date is the Period of Performance for the Agreement and is also known as the Agreement Term.

The first drawdown of funds from the grant account constitutes the Recipient's acceptance of the terms of the agreement.

ARTICLE V. KEY OFFICIALS

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

1. For the NPS:

Awarding Officer (AO):

Megan J. Brown
Chief, State, Tribal, Local, Plans & Grants
National Park Service
State, Tribal, Local, Plans & Grants
1849 C Street NW (Mail Stop 7360)*
Washington, DC 20040
202-354-2062 (T)
202-371-1770 (F)
megan_brown@nps.gov

*All mail via USPS to this address is irradiated, send via private mail carrier

Agreement Technical Representative /Grant Manager (ATR):

Grants Administrator
National Park Service
State, Tribal, Local, Plans & Grants
1849 C Street NW (Mail Stop 7360)*
Washington, DC 20040
202-354-2020 (T)
202-371-1770 (F)
stlpg@nps.gov

*All mail via USPS to this address is irradiated, send via private mail carrier

2. For the Recipient:

State Historic Preservation Officer
State of X
Address
Email

B. **Communications.** Recipient shall address any communication regarding this Agreement to the assigned NPS ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR. The grantee agrees to maintain close liaison with the NPS throughout the grant period. NPS reserves the right to request meetings, upon reasonable

notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the NPS should any of the following conditions become known to it:

- a. Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work;
- b. The need for adjustment (revision) to the project budget; and
- c. The lack of non-federal matching share to meet requirements of this Grant Agreement (if applicable).

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

ARTICLE VI. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$5,932,724.00 for the Statement of Work described in Article III and in accordance with the NPS approved budget below. Any award beyond this amount is subject to availability of funds. The approved Work/Cost Budget is summarized as follows:

<i>Travel</i>		\$ -			\$ -
<i>Supplies</i>		\$ -			\$ -
<i>Equipment</i>		\$ -			\$ -
<i>Contractual</i>		\$ -			\$ -
<i>Construction</i>					\$ -
<i>Other(Subgrants)</i>		\$ -			\$ -
<i>Indirect Costs</i>					\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -

- B. Recipient shall request payment in accordance with the following:
 - 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury’s Automated Standard Application for Payments (ASAP) system.
 - 2. **Determination of Risk Requirements.** Your risk has been determined to be low.
 - 3. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual

- disbursements as administratively feasible. Advances must be liquidated within 30 days or returned to the ASAP account.
4. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 5. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 6. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 7. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO and ATR that a payment request has been submitted. The NPS may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Recipient may have with the Federal government.
- D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the Period of Performance end date stipulated in the award.
- F. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient’s written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- G. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- H. **Recipient Cost Share or Match.** No non-Federal matching share is required. The approved project budget includes \$0 in eligible project matching share. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously

determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

ARTICLE VII. PRIOR APPROVAL

The Recipient shall obtain prior approval for specific actions, in accordance with 2 CFR 200.308 and the Historic Preservation Fund Grants Manual, including:

- a) changes to approved budgets and program revisions,
- b) purchases of equipment (tangible, non-expendable items cost \$5,000 or more per unit with a life of more than one year),
- c) use of program income, and
- d) use of a 10% de minimis indirect cost rate

ARTICLE VIII. INSURANCE AND LIABILITY

A. **Insurance.** The recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.

B. **Insured.** The federal government shall be named as an additional insured under the recipient's insurance policy.

C. **Indemnification.** The recipient hereby agrees to indemnify the federal government, NPS or from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

The recipient hereby agrees:

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

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

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

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

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

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

ARTICLE IX. REPORTS, DRAFTS, AND DELIVERABLES

- A. Recipients will report on the funded project, tasks or activities under this agreement by submitting a completed SF-425 Federal Financial Report (FFR), documentation of payment activity in ASAP, and a Performance Report on a **quarterly** basis.
- B. The following reporting period end dates shall be used for interim reports. For final reports the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS ATR.
1. An **interim report** package shall be submitted **quarterly** by the following dates **until the completion of the grant**, and shall include:
 - i. SF-425, Federal Financial Report.
 - ii. Documentation of ASAP payment activity and current account balance.
 - iii. Interim Progress Worksheet.
 - iv. Input data into HPF Online.

Period Begin Date	Period End Date	Report Due Date
March 1, 2019	May 31, 2019	June 30, 2019
June 1, 2019	August 31, 2019	September 30, 2019
September 1, 2019	November 30, 2019	December 31, 2019

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

December 1, 2019	February 29, 2020	March 31, 2020*
March 1, 2020	May 31, 2020	June 30, 2020
June 1, 2020	August 31, 2020	September 30, 2020
September 1, 2020	November 30, 2020	December 31, 2020
December 1, 2020	February 28, 2021	March 31, 2021*
March 1, 2021	May 31, 2021	June 30, 2021
June 1, 2021	August 31, 2021	September 30, 2021
September 1, 2021	November 30, 2021	December 31, 2021

*Annual Tangible Personal Property Report (SF-428A) due.

2. Draft documents to be reviewed as related to the Statement of Work:
 - i. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title) as per Article XII, B(1)a.
 - ii. Draft press release posted upon receipt of the grant funding as per Article XII, B(1)c.
 - iii. Draft subaward agreement
 - iv. Draft easement or covenant contract

3. A **Final Report** package must be submitted no later than 90 days after the end period date. The Final Report must include:
 - i. Final SF-425, Federal Financial Report for entire grant period.
 - ii. Documentation of ASAP payment activity and current account balance.
 - iii. Complete and attach the SF-428B *Tangible Personal Property Report Final Report* or SF-428C, *Tangible Personal Property Disposition Request/Report*, if applicable.
 - iv. Notice and advertisement of the availability of funds to the public.
 - v. Before and after images of all projects.
 - vi. Copies of **each** executed covenant or easement for **every** development project with a key to a master list.
 - vii. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicable.
 - viii. One executed and complete subgrant package, including application, agreement, amendments, scoring sheet, NR eligibility documentation, damage documentation, Section 106 and Environmental Compliance documentation, any products if applicable.
 - ix. Final Progress Report.

- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review

and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

- D. Project Notifications for each subgrant/contract exceeding \$25,000 Federal share from this award, or involving National Historic Landmarks regardless of the amount of the Federal share, must be submitted to NPS using the HPF Online system at least 30 calendar days prior to the award of the subgrant/contracting accordance with Chapter 8, Section F, of the HPF Grants Manual. All Project Notifications must include the SHPO certification required by Chapter 8, Exhibit 8-A, of the HPF Grants Manual (as applicable to the type of project), must specify the proposed outcome to be achieved with the grant, must be entered into the Project Activity Database in HPF Online, and supply at minimum one before and one after image of the resource, if applicable.
- E. Deliverables/ Publications. The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables, press, and publications concerning NPS grant-supported activities as referenced in the Statement of Work.
1. One digital copy of any deliverable/publication must be furnished to the NPS AO within 90 calendar days of the expiration of the grant agreement. All deliverables must contain the following disclaimer and acknowledgement:
"This material was produced with assistance from the Emergency Supplemental Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."
 2. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs, invitations and photos, websites, mobile apps, exhibits, and interpretive signs.
 3. Refer to the attached guidance document, "Digital Copies of Grant Products Worksheet" for instructions on creating, naming and submitting digital copies of deliverables/publications.
 4. All digital copies must follow this naming convention: HIM_18_State Abbreviation_Grantee_Document.type
 5. All consultants hired by the grantee must be informed of this requirement.
 6. The NPS shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use.
 7. A digital (preferred) or physical copy of all deliverables must be available for public access.

ARTICLE X. PROPERTY UTILIZATION

Grantees must obtain written permission from NPS before expending grant funds for tangible, nonexpendable personal property, including exempt property, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

Grantees must maintain a property inventory record and comply with the property management requirements set forth in 2 CFR 200.310 through 200.316 and in the *Historic Preservation Fund Grant Manual*, Chapter 19, for all items purchased with HPF grant funds.

The grantee must report on all equipment purchased with the grant's funds by submitting an SF-428A, *Annual Tangible Personal Property Report* after one year of quarterly reports. The grantee must again report on, and request disposition instructions from NPS for, any equipment purchased with the grant's funds by submitting an SF-428B *Tangible Personal Property Report Final Report* or SF-428C, *Tangible Personal Property Disposition Request/Report*, if applicable, with its Final Close-Out reports.

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

ARTICLE XI. MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

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

ARTICLE XII. GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - i. **Administrative Requirements:**
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
 - ii. **Administrative Requirements:**
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
 - iii. **Determination of Allowable Costs:**
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E;

iv. Audit Requirements:

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

v. Code of Federal Regulations/Regulatory Requirements:

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

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

43 CFR 18, “New Restrictions on Lobbying”;

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

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

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

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

2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. § 1913, Lobbying with Appropriated Moneys, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute

- violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. § 1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
 5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
 6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
 7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
 8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
 9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
 10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
 11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
 12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

B. Special Provisions

1. Public Information and Endorsements

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

Partially funded by the Emergency Supplemental Historic Preservation Fund, National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not constitute endorsement or necessarily reflect the views of the Department of the Interior or U.S. Government.
- c) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval. Recipient must provide a digital copy of any public information releases concerning this award.
- d) As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a press release regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving the signed grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.

- e) The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.
 - f) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
2. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
3. **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337 and the Historic Preservation Fund Grants Manual.
5. **Audit Requirements**
- a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. § 7501–7507) and 2 CFR Part 200, Subpart F , which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517c3e3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
 - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
 - c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/> .
6. **Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

- a) Ensure that small businesses, minority–owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority–owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority–owned firms, and women's business enterprises.
 - d) Encourage contracting with consortiums of small businesses, minority–owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority–owned firms and women's business enterprises.
7. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government–wide prohibition on the use of text messaging while driving on official business or while using Government–supplied equipment. Please adopt and enforce policies that immediately ban text messaging while driving company–owned or rented vehicles, government–owned or leased vehicles, or while driving privately-owned vehicles when on official government business or when performing any work for or on behalf of the government.
8. **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on–the–job seat belt use policies and programs for their employees when operating company–owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
9. **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR 175.15).
- a) Provisions applicable to a recipient that is a private entity.
 1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not–
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity–
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - a. Associated with performance under this award: or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an

organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-Procurement),” as implemented by our agency at 2 CFR Part 1400.

- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a not private entity–
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (NonProcurement),” as implemented by our agency at 2 CFR Part 1400.
- c) Provisions applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d) Definitions. For purposes of this award term:
 - 1. “Employee” means either:
 - i. An individual employed by the Recipient or a subrecipient who is engaged in the performance of the project or program under this award; or another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity” means:
 - i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and includes:

- a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

10. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).
- b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712.
- c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

11. Reporting Subawards And Executive Compensation

- a) Reporting of first-tier subawards.
 1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph E. of this award term).
 2. Where and when to report
 - i. You must report each obligating action described in paragraph A.1. of this award term to <https://www.fsrs.gov/>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2017, the obligation must be reported by no later than December 31, 2017.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov/> specify.
- b) Reporting Total Compensation of Recipient Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, you received—
 - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

d) Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.

e) Definitions. For purposes of this award term:

1. "Entity" means all of the following, as defined in 2 CFR Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. "Executive" means officers, managing partners, or any other employees in management positions.
3. "Subaward" means:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. "Subrecipient" means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

12. Conflicts of Interest

- a) Applicability.
 - i) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
 - ii) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
- b) Requirements
 - i) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 - ii) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - iii) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- c) Notification
 - i) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
 - ii) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C 1352.
- e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

- f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
13. **Minimum Wages Under Executive Order 13658** (January 2015)
- a) *Definitions*. As used in this clause—
- “United States” means the 50 states and the District of Columbia.
- “Worker”—
1. Means any person engaged in performing work on, or in connection with, an agreement covered by [Executive Order 13658](#), and
 - i. Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
 - ii. Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),
 - iii. Regardless of the contractual relationship alleged to exist between the individual and the employer.
 2. Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).
 3. Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- b) *Executive Order Minimum Wage rate*.
1. The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
 2. The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
 - i. The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant

subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

- ii. Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(ii). Recipients shall consider any Subrecipient requests for such price adjustment.
- iii. The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(iii)(1) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- iv. The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- v. Reserved
- vi. Reserved
- vii. The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 C.F.R. § 10.23](#), Deductions.
- viii. The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- ix. Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
- x. The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- xi. The Recipient shall follow the policies and procedures in [29 C.F.R. § 10.24\(b\)](#) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c)

1. This clause applies to workers as defined in paragraph a). As provided in that definition—
 - i. Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;
 - ii. Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#) are covered; and

- iii. Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
2. This clause does not apply to—
 - i. Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
 - ii. Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. § 213](#)(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
 - a. Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(a).
 - b. Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(b).
 - c. Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. § 213](#)(a)(1) and [29 C.F.R. § Part 541](#)).
 - d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
 - e) *Payroll Records.*
 1. The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
 - i. Name, address, and social security number;
 - ii. The worker's occupation(s) or classification(s);
 - iii. The rate or rates of wages paid;
 - iv. The number of daily and weekly hours worked by each worker;

- v. Any deductions made; and
- vi. Total wages paid.
- 2. The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.
- 3. The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- 4. Failure to comply with this paragraph (e) shall be a violation of [29 CFR. § 10.26](#) and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- 5. Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.
- h) *Disputes.* Department of Labor has set forth in [29 CFR § 10.51](#), Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at [29 CFR § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- i) *Anti-retaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

14. Data Availability

- a) *Applicability.* The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- b) *Use of Data.* The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

- c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:
 - 1. The scientific data relied upon;
 - 2. The analysis relied upon; and
 - 3. The methodology, including models, used to gather and analyze data.

ARTICLE XIII. ATTACHMENTS

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

Attachments:

State, Tribal, Local, Plans & Grants Conditions

Environmental Certification

Publications/ Deliverables Submission Guidelines

Administrative Costs Memo

ARTICLE XIV. SIGNATURES

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

FOR STATE OF X:

X

Date:

Title: State Historic Preservation Officer

FOR THE NATIONAL PARK SERVICE:

Megan J. Brown

Date

Chief, State, Tribal, Local, Plans & Grants

Awarding Officer

GRANT CONDITIONS

State, Tribal, Local, Plans & Grants Division

National Park Service

1. **ELIGIBLE COSTS**

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

For this program they also include:

- a. Recovery of historic resources in areas that received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.);
- b. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA)
- c. Administrative costs necessary to complete and administer the program
- d. Necessary compliance activities required by 54 U.S.C. § 306108 (commonly known as Section 106) of the National Historic Preservation Act related to the consequences of Hurricanes Harvey, Irma, and Maria
- e. Recovery and repair of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places
 - ii. Eligible properties include historic districts, buildings, sites, structures and objects listed or considered eligible for listing in the National Register of Historic Places by the Tribal Historic Preservation Officer;
 - iii. Eligible properties that receive funding must complete and submit a nomination as part of the project;
 - iv. All work must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
 - v. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- f. Survey and Inventory of historic resources to determine eligibility, degree of damage, and provide preparedness for future disasters;
- g. Projects must substantially mitigate the threat and include steps to mitigate future damage.
- h. Cost for producing a nomination to the National Register of Historic Places (if applicable);
- i. Cost for administering an easement/covenant for the property;
- j. Cost for any required audits or financial requests;
- k. Cost for the production of a project sign;
- l. Costs for public notice of subgrant opportunity, and notice of grant and subgrant awards;
- m. Costs associated with required training or reporting; and
- n. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

2. **NPS OVERSIGHT**

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

- a. Review and approval of interim and final reporting to include compliance with 2 CFR 200;
- b. Review and approval of consultants' qualifications to conduct the work of the grant project if over \$25,000 Federal share;
- c. Review and approval for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- d. Review and approval for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
- e. Review and approval for compliance with the National Environmental Protection Act (NEPA);
- f. Review and approval of project signage to notify the public of federal involvement;
- g. Review and approval of draft and executed easement/ covenant (as required) to protect federal investment;
- h. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

3. **COST SHARING/MATCHING REQUIREMENT**

Non-Federal cost-share/match is not required for this grant program. However, the recipient agrees to contribute \$0 in eligible non-Federal matching contributions that are allowable, properly documented, and must be used during the grant period to share the costs for this statement of work. Failure to use the promised non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.

4. **ADMINISTRATIVE AND INDIRECT COSTS**

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, commonly known as Section 102 (e) of the ACT, **shall not exceed 25% of the total budget.**

The Recipient will not use an indirect cost rate for this agreement.

5. **PRE-AWARD INCURRENCE OF COSTS**

The Recipient shall be entitled to costs incurred on or after the incident period start date. In accordance with 2 CFR 200.458, such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal Awarding agency. Pre-award costs are authorized for necessary expenses related to the consequences of Hurricanes Harvey, Irma, and Maria, as stipulated in Public Law 115-123, including costs necessary to complete compliance activities required by section 306108 of title 54, United States Code (formerly section 106 of the National Historic Preservation Act); costs needed to administer the program provided that grants shall only be available for areas that have received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.); and costs for the preservation, stabilization, rehabilitation, and repair of historic properties that are listed in or considered eligible for listing in the National Register of Historic Places damaged by the above-named storms within such as areas.

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

- A. Hurricane Harvey
 - 1) Louisiana: August 28, 2017
 - 2) Texas: August 23, 2017
- B. Hurricane Irma
 - 1) Florida: September 4, 2017
 - 2) Georgia: September 7, 2017
 - 3) Puerto Rico: September 5, 2017
 - 4) South Carolina: September 6, 2017
 - 5) U.S. Virgin Islands: September 5, 2017
- C. Hurricane Maria
 - 1) Puerto Rico: September 17, 2017
 - 2) U.S. Virgin Islands: September 16, 2017

6. PATENTS AND INVENTIONS

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

7. REQUIREMENT FOR PROJECT SIGN/NOTIFICATION

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

"[Project Name] is being supported in part by an Emergency Supplemental Grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property, recognizing other contributors, or use of the allowable logo (with approval) is encouraged and permissible. Photo documentation of the sign/notification must be submitted to NPS ATR with the first Performance Report. The cost of fabricating and erecting notification is an eligible cost for this grant.

8. NPS CONCURRENCE WITH SELECTION OF ALL CONSULTANTS AND CONTRACTORS.

Prior to notifying consultants of their selection, the grantee must submit to the NPS ATR for approval documentation of a competitive consultant selection process, along with its justification and resume(s) for consultant(s) selected for grant-assisted work. Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current

salary tables can be found on the Office of Personnel and Management website:
<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

9. COMPLIANCE WITH SECTION 106

Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) the NPS has agreed that SHPO/THPOs for ESHPF grant assistance must initiate consultation and must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation (ACHP) in 36 CFR 800, **prior** to the commencement of all grant-assisted construction, ground disturbance or project planning. It shall be understood that NPS remains ultimately responsible for all findings and determinations. The primary recipient (SHPO/THPO) must retain proof of public notice and a request for consultation for every selected subgrantee in project files. Subgrantees will be required to submit documents to the SHPO/THPO for determination of effects to historic properties. Review documentation will remain with each grantee's subgrant file until such time as the subgrantee submits a final report and photographs for work to the SHPO/THPO to confirm that all work completed was done as required.

All documentation should conform to 800.11 of the 36 CFR Part 800. Documentation of proper review by SHPO/THPO staff for compliance with the appropriate Secretary of the Interior's *Standards* must be available to NPS at all times while the grant remains open. In addition, subgrantees must comply with those recommendations stated in the Historic Preservation Fund Grants Manual Chapter 8, Section D "Standards Applicable to Subgrantees." Determinations of Adverse Effect will cause terminations of subgrantee projects. In cases of cumulative adverse effects, however, there may be a need to develop a Memorandum of Agreement (MOA) with SHPO/THPO, NPS, and ACHP.

10. COMPLIANCE WITH SECTION 110

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

11. REQUIREMENT FOR NEPA COMPLIANCE

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of NPS implementation of this Act, grantees are required to notify NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant should submit an *Environmental Screening Worksheets*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized. Worksheets may be obtained at: <https://www.nps.gov/preservation-grants/civil-rights/reporting.html>. Worksheets may be submitted with plans and specifications if required by the Statement of Work.

12. NPS REVIEW OF PLANNING/DESIGN DOCUMENTS FOR CONFORMANCE TO THE SECRETARY OF THE INTERIOR'S "STANDARDS"

The grantee must submit the following to NPS ATR prior to the beginning of grant assisted work via HPF Online:

- a. a site plan that has the north direction clearly marked
- b. a city/county map with the site of the property clearly labeled
- c. set of plans and specifications for the project
- d. photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan.
- e. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan
- f. any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.

The grantee must submit documents for the entire undertaking to NPS for its review and approval to ensure conformance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, and with the conditions listed in this Grant Agreement. Work that does not comply with these *Standards* in the judgment of NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

13. REQUIREMENT TO EXECUTE A PRESERVATION COVENANT/EASEMENT

The purpose of this development grant funded through the Historic Preservation Fund (HPF) is to preserve highly significant historic properties for this and future generations. Section 54 U.S.C. § 302902 of the National Historic Preservation Act requires that HPF grantees must agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

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

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

14. GIS SPATIAL DATA TRANSFER

One (1) digital copy of all GIS data produced or collected as part of the grant funds will be submitted to the NPS State, Tribal, Local, Plans and Grants Division via email to stlpg@nps.gov. All GIS data files shall be in a shapefile (*.shp) or GeoDatabase format, preferably a GeoDatabase format. Federal Geographic Data Committee compliant data set level metadata shall be submitted for each shapefile or feature class included. All cultural resources delineated with GIS data (points, lines or polygons) should further be

established in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating and submitting GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm. Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested.

15. DISASTER PREPAREDNESS PLANNING

The Recipient will be required to address cultural resource disaster preparedness, response, and recovery. Therefore, the Recipient must prepare a report on the spending of the emergency supplemental HPF appropriation that includes, but is not limited to:

1. A summary of the relevant disaster(s) and effect(s) on historic resources;
2. A summary of the disaster response by local, state, and federal entities in the affected area;
3. An overview and analysis of disaster preparedness by local, state and federal entities in the affected area;
4. Lessons learned, and
5. Conclude with a "plan of action" on how to mitigate effects on historic resources and/or improve disaster response and preparedness within the state and, specifically, the affected area.

The "plan of action" must be reflected in the Statewide Historic Preservation Plan's goals and objectives and, within the Statewide Historic Preservation Plan, in the appropriate place, a very brief summary of the disaster report must be included. The full disaster report shall be appended to the Statewide Historic Preservation Plan also called the Comprehensive Statewide Historic Preservation Plan, as required in the National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101 et seq.).

16. INELIGIBLE ACTIVITIES

Acquisition of real property is not an eligible cost for assistance from this emergency funding.

Reconstruction is limited to portions of a historic property that still retain (prior to reconstruction) sufficient significance and integrity to remain listed in the National Register. Total reconstructions are not eligible for grant assistance. If specific features or elements of a building or landscape are missing and thus need to be recreated, this work is potentially eligible for funding (provided adequate historical documentation is available). Major reconstruction projects, such as recreating a building or landscape that has been completely destroyed, are not eligible for grant assistance because vanished structures, by definition, have lost their integrity and therefore are no longer eligible for the National Register of Historic Places, or for grant assistance.

17. NOTICE OF FINANCIAL MANAGEMENT REVIEW

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

18. SUBGRANT AWARDS

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

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

- a. A summary statement of the priorities for funding;
- b. Description of eligible activities for which funding is to be provided;

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

- c. The total amount available, or expected to be available for subgrants;
- d. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis; The deadline for submitting the completed application;
- e. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;
- f. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;
- g. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- h. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual
- i. Notice of the requirement for easements or covenants for grant assisted preservation work.

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

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

NPS oversight of subgrants will include:

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

19. UNANTICIPATED DISCOVERY PROTOCOLS

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

determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

20. REQUIREMENT FOR TRAINING

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

21. PUBLICITY AND PRESS RELEASES

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

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

Work approved under this grant shall in no way inhibit or preclude others from applying for federal assistance through other programs overseen or reviewed by NPS, such as the Federal Historic Preservation Tax Incentive for Income Producing Structures. It shall be understood that approvals through this grant funding are not transferable to other NPS or NPS sponsored programs. Subgrantees should understand that work performed under this grant program may impact other work approvals. Grant funds cannot be claimed as eligible expenses potential tax credits.

23. STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUTURE PROJECTS PER E.O. 113858

Per Executive Order 113858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

24. FUNDING FOR USE OF UNMANNED AIRCRAFT SYSTEMS (UAS)

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

HPF funding for UAS usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate

UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

25. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

1) General Reporting Requirement

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

2) Proceedings You Must Report

Submit the information required about each proceeding that:

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

3) Reporting Procedures

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

4) Reporting Frequency

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

5) Definitions

For purposes of this award term and condition:

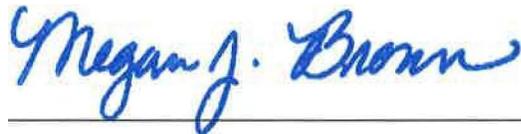
- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract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

ENVIRONMENTAL CERTIFICATION

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

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

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



Megan J. Brown

Chief State, Tribal, Local, Plans & Grants

National Park Service

Date

Digital Product Submission Guidelines

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

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

What to submit:

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

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

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

Naming files for submission:

- Name each file you will be submitting using the following naming convention:
[Grant Program]_[Fiscal Year]_[State, if applicable]_[Grantee or Subgrantee]_[Grant Number]_[Short File Description]
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For “Short File Description,” write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
Ex: Audio files submitted under a FY2018 grant by the DC State Historic Preservation Office

SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview001.mp3

SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview002.mp3

- Use the appropriate abbreviation for your grant program in the file name:

Required file formats and resolution standards:

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

Creating an index file for your submission:

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

Subgrant Number (if applicable)
Title of Product
Filename
Product Creator(s) (give full names and their roles; include up to 5 names or organizations)
Date Completed
Extent (number of pages, photographs, or length of audio/video files; use when applicable)
Description (up to 200 words)

- Save the index file as a Microsoft Word document using the following naming convention: **[Grant Program]_[Fiscal Year]_[State, if applicable]_[Grantee or Subgrantee]_[Grant Number]_Index.docx**

Ex: SHPO_18_DC_GranteeHistoricDistric_P17AF00001_Index.docx

Submitting your files:

- Ask your NPS grant manager to send you an invitation to submit your documents through the Department of the Interior's Secure File Transfer website.
- You will receive an email invitation from doi_secure_file_transfer@doi.gov.
- You will have **two weeks** to upload and submit your files after receiving the email invitation. If you do not upload files within two weeks, you will need to contact your grant manager to ask for a new email invitation.
- Create a zipped folder containing all of the files you are uploading. Be sure to include your index file in the zipped folder with all of the products and deliverables you are submitting. Name the zipped folder: **[Grant Program]_[Fiscal Year]_[State, if applicable]_[Grantee or Subgrantee]_[Grant Number]_Products.zip**

Ex: SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_Products.zip

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

Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the *Secretary of the Interior's Standards for Archeology and Historic Preservation*, and any other relevant requirements.

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

- If there are issues with the submitted files or grant products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through [Integrated Resource Management Applications \(IRMA\)](#), the NPS's digital repository system. If so, we will upload the files to [IRMA](#) and make them publicly available.



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street N.W.

Washington, DC 20240

Memorandum

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

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

HPF MANUAL CHANGE

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

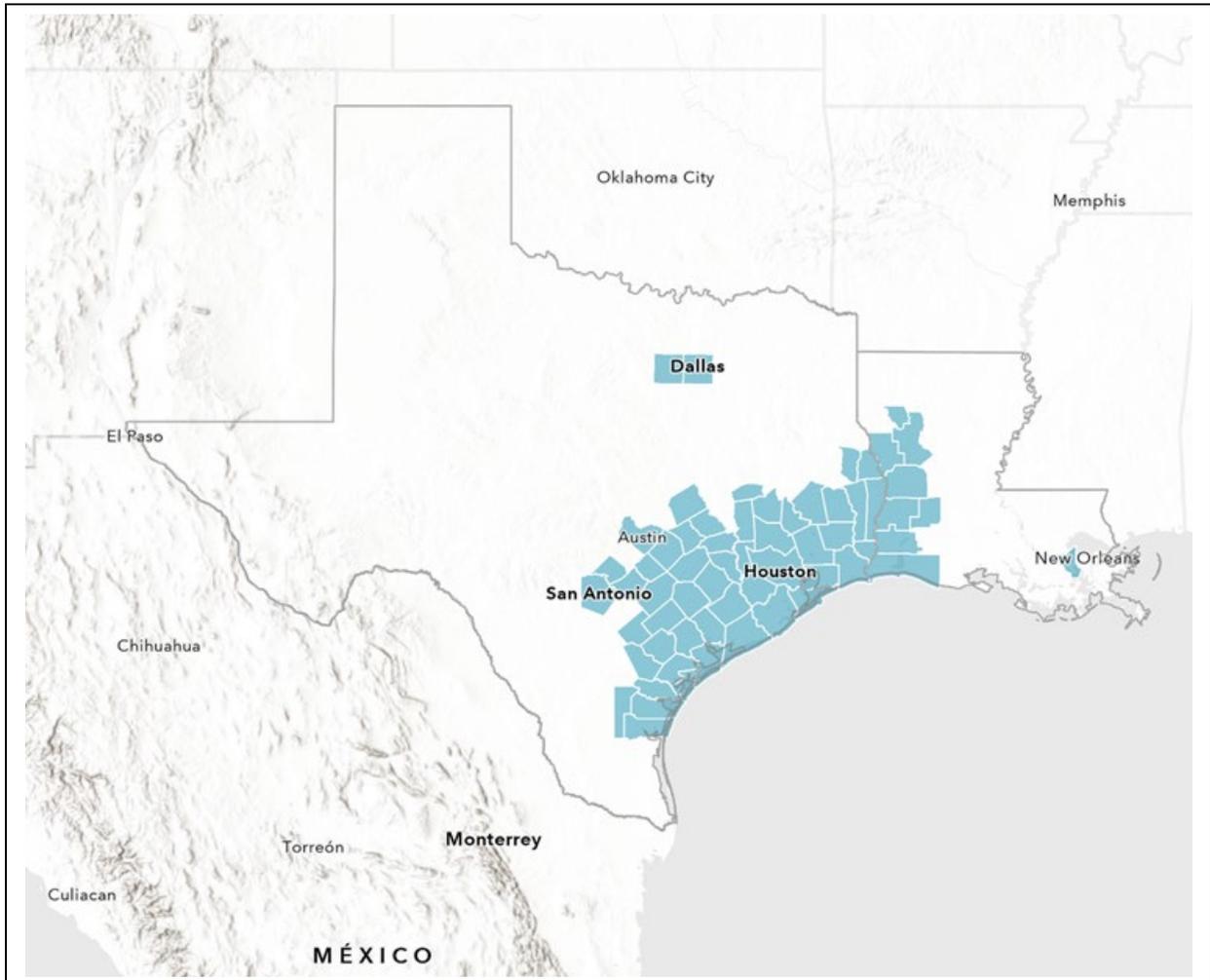
Previous Language:

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

Revised definition:

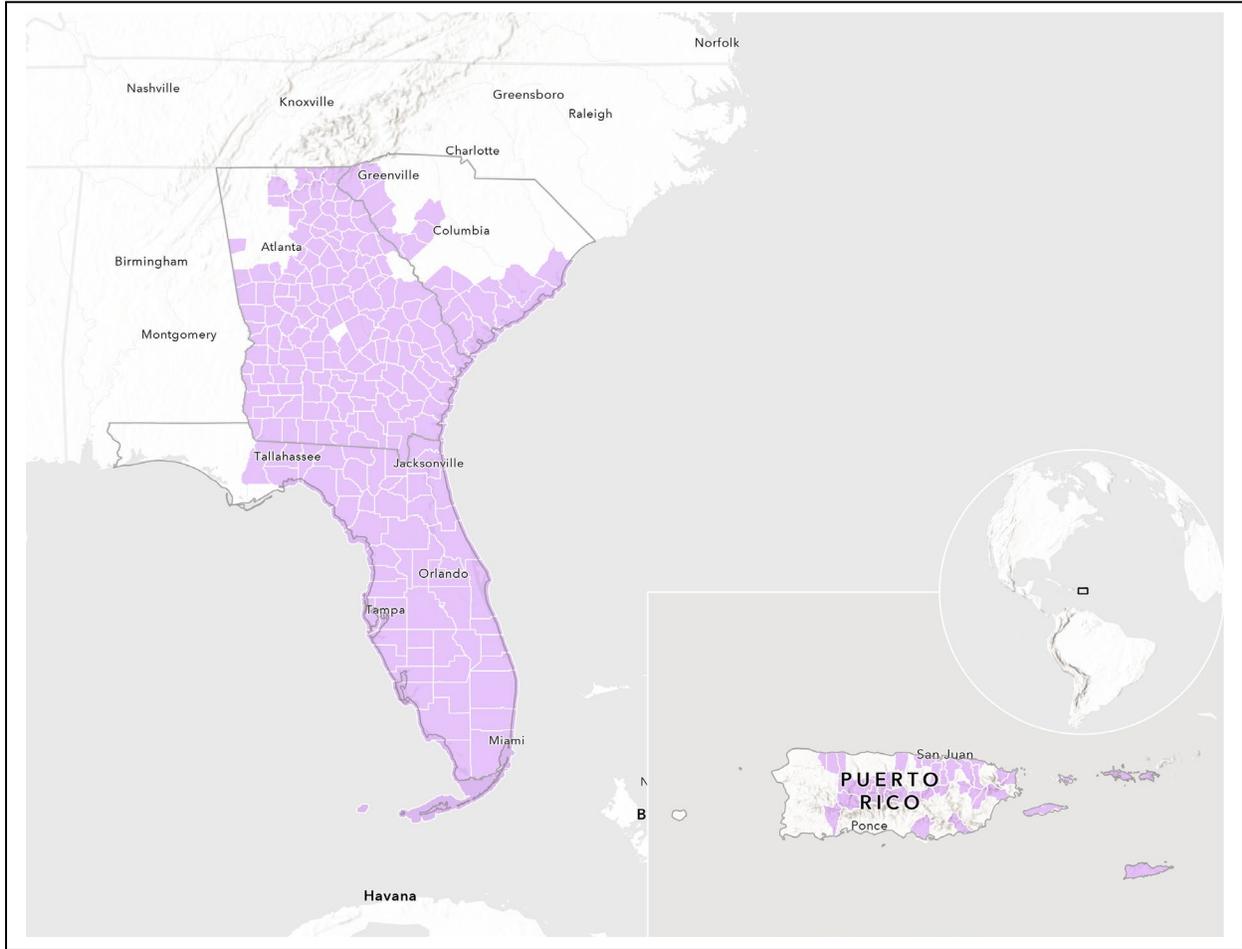
A. Definition. 1. Administrative costs. Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management,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

APPENDIX B: Map of Counties and Locations for Assistance



Hurricane Harvey Declared Counties

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.



Hurricane Irma Declared Counties

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.



Hurricane Maria Declared Counties

APPENDIX C: Tribal Communication Protocol

Tribal Communication Protocol

- A. NPS agrees to notify relevant Indian Tribes that may be affected by the proposed Undertaking.
- B. If properties that may have religious and cultural significance to an Indian Tribe are discovered during the implementation of an Undertaking the SHPO, will follow the procedures set out in the PA under “Discoveries” Stipulation IX.
- C. NPS and SHPO(s) shall ensure that its consultation with the other consulting parties shall be compliance with Section 304 of the National Historic Preservation Act which allows for confidentiality of location or cultural association, as well as other applicable laws.
- D. The Indian Tribes listed below have indicated interested in the ESHPF funding as it relates to the affected areas. Individual tribes have specific preferences on how they wish to receive communication and must be contacted as appropriate and desired. Where no preferred communication method is noted, a written letter is the default mechanism.

Contact list:

Tribal Nation	Contact	Email	Preferred communication method
Catawba Indian Nation	Dr. Wenonah G. Haire, THPO	wenonahh@ccppcrafts.com	By formal letter: Wenonah G. Haire, DMD Executive Director Catawba Cultural Center 1536 Tom Steven Road Rock Hill, SC 29730-9535
Chitimacha Tribe of Louisiana	Kimberly Walden, THPO	kim@chitimacha.gov	Via email
Coushatta Tribe of Louisiana	Dr. Linda Langley, THPO	llangley@coushattatribela.org	Via email
Seminole Tribe of Florida	Dr. Paul Backhouse, THPO	paulbackhouse@semtribe.com	Via email
Miccosukee Tribe of Indians in Florida	Kevin Donaldson	kevind@miccosukeetribe.com	Mr. Kevin Donaldson, Environmental Specialist Miccosukee Tribe of Indians of Florida Tamiami Station

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

			P.O. Box 440021 Miami, FL 33144
Mississippi Band of Choctaw Indians	Kenneth H. Carleton, THPO	kcarleton@choctaw.org	Via email
Muscogee Creek Indians	RaeLynn A. Butler	section106@mcn-nsn.gov raebutler@mcn-ncn.gov	Via email
Poarch Band of Creek Indians	Larry Haikey, THPO	lhaikey@pci-nsn.gov	Via email
Seminole Nation of Oklahoma	Theodore Isham, THPO	isham.t@sno-nsn.gov	Mr. Theodore Isham, THPO P.O. Box 1498 Wewoka, OK 74884
Alabama - Coushatta Tribe of Texas	Celestine Bryant, THPO	celestine.bryant@actribe.org	Mr. Celestine Bryant, THPO 571 State Park Rd. 56 Livingston, TX 77351
Kickapoo Traditional Tribe of Texas	Juan Garza Jr.	juan.garza@ktttribe.org	Mr. Juan Garza Jr., Chairman 2212 Rosita Valley Road Eagle Pass, TX 78852
Ysleta Del Sur Pueblo	Rick Quezada	rquezada@ydsp-nsn.gov	By formal letter to: Rick Quezada, Director Department of Cultural Preservation 305 Yaya Lane El Paso, TX 79907 with a follow up email to the Pueblo's War Captain, Javier Loera, as he handles all of the THPO issues for the Pueblo. jloera@ydsp-nsn.gov
Jena Band of Choctaw Indians	Alina J. Shively, THPO	ashively@jenachoctaw.org	Ms. Alina Shively, THPO PO Box 14 Jena, LA 71342
Tunica-Biloxi Indian Tribe of Louisiana	Earl Barbry Jr., THPO	earlii@tunica.org	Mr. Earl J. Barbry, Jr., THPO Tunica-Biloxi Tribal Historic Preservation Office PO Box 1589 Marksville, LA 71351
Absentee-Shawnee tribe of Indians of Oklahoma	Devon Frazier, THPO	106nagpra@astribe.com	Ms. Devon Frazier, THPO 2025 S Gordon Cooper Shawnee, OK 74801
Alabama-Quassarte Tribal Town	Samantha Robison, THPO	aqhpo@mail.com	Ms. Samantha Robison, THPO P.O. Box 187 Wetumka, OK 74883
Apache Tribe of Oklahoma	Bobby Komardley	ysrayna2013@gmail.com	Mr. Bobby Komardley, Chairman

Programmatic Agreement regarding the Emergency Supplemental Appropriation to the Historic Preservation Fund for Disaster Relief to Historic Properties Damaged by Hurricanes Harvey, Irma, and Maria.

			511 E Colorado Anadarko, OK 73005
Choctaw Nation of Oklahoma	Dr. Ian Thompson, THPO	ithompson@choctawnation.com	Mr. Ian Thompson, THPO PO Box 1210 Durant, OK 74702-1210
Comanche Nation, Oklahoma	Martina Callahan, THPO	martinac@comanchenation.com	Mrs. Martina Callahan, THPO, PO Box 908 Lawton, OK 73502
Delaware Nation, Oklahoma	Erin Thompson-Paden, THPO	epaden@delawarenation-nsn.gov	Via email
Eastern Band of Cherokee Indians	Russell Townsend, THPO	russtown@nc-chokeee.com	Mr. Russell Townsend, THPO, Qualla Boundary Reservation PO Box 455 Cherokee, NC 28719
Eastern Shawnee Tribe of Oklahoma	Brett Barnes, THPO	bbarnes@estoo.net	Mr. Brett Barnes, THPO 12705 E. 705 Road Wyandotte, OK 74370
Fort Sill Apache Tribe of Oklahoma	Jeff Haouzous	fsat@fortsillapache-nsn.gov	Mr. Jeff Haouzous, Chairman, 43187 US Hwy 281 Apache, OK 73006
United South and Eastern Tribes, Inc.	Liz Malerba	lmalerba@usetinc.org	Via email
National Association of Tribal Historic Preservation Officers	Dr. Valerie Grussing	valerie@nathpo.org	Via email

APPENDIX D: NPS Staff List and Contact Information

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

Megan Brown, Chief
202-354-2062
megan_brown@nps.gov

Seth Tinkham – Lead for Hurricane Harvey, Irma, Maria Disaster Relief
202-354-2045
seth_tinkham@nps.gov

Jennifer Wellock – Compliance Lead
202-354-2039
jennifer_wellock@nps.gov

James Alvey – Grant Manager
202-354-2070
james_alvey@nps.gov