



GOVERNMENT OF PUERTO RICO
Department of Housing

Date: November 1st, 2018

MEMORANDUM

To: Interested Parties

From: Fernando A. Gil-Enseñat, Esq.
Secretary
606 Barbosa Ave.
Juan C. Cordero Davila Bld.
Rio Piedras, P.R. 00918

Subject: ADDENDUM TO THE PROGRAMMATIC AGREEMENT BETWEEN THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICE, AND THE CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION, AND RESILIENCE TO INCLUDE THE PUERTO RICO DEPARTMENT OF HOUSING

On February 9, 2018, the U.S. Department of Housing and Urban Development (HUD) allocated \$1,507,179,000.00 to the Government of Puerto Rico from Community Development Block Grant for Disaster Recovery (CDBG-DR) funds, as per the Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56). The Puerto Rico Department of Housing (PRDOH) has been designated by the governor of Puerto Rico, Hon. Ricardo Rosselló-Nevares, as the grantee and administrator for this allocation. As grantee, PRDOH is the responsible entity acting as the federal agency that will carry out the environmental reviews required for CDBG-DR programs. These programs are authorized under PRDOH's Action Plan for Disaster Recovery, as approved by HUD on July 29, 2018, in compliance with 83 FR 5844 requirements.

PRDOH, in coordination with the Puerto Rico State Historic Preservation Office (SHPO), the Central Office for Recovery, Reconstruction, and Resilience (COR3, in lieu of the Puerto Rico Emergency Management Agency [PREMA]), and the Federal Emergency Management Agency (FEMA), agreed to adopt, through the attached **Addendum**¹, FEMA's Prototype Agreement for its Programs in Puerto Rico and the Puerto Rico specific Programmatic Agreement (PA) executed on May 6, 2016 and amended on May 31, 2018. Such adoption will facilitate the implementation of those CDBG-DR projects subject to environmental review under HUD's corresponding regulations at 24 CFR Part 58, as well as Section 106 of the National Historic Preservation Act, and regulations at 36 CFR Part 800, Protection of Historic and Cultural Properties. For the review of all Second Tier projects and the completion of corresponding Standard Project Reviews, in accordance

¹ Addendum to The Programmatic Agreement Between The Federal Emergency Management Agency, The Puerto Rico State Historic Preservation Office and The Central Office for Recovery, Reconstruction, And Resilience To Include The Puerto Rico Department Of Housing

with the PA, PRDOH will utilise specialized personnel meeting the Secretary of the Interior's Professional Qualification Standards.

The approved CDBG-DR Action Plan contemplates programs in four main categories as follows: Planning, Housing, Economic Development and Infrastructure. For more information about programs included in the approved Action Plan see the attached exhibit "Attachment 1 - CDBG-DR Program Summaries".

Planning Programs: Currently, these programs do not involve construction activities, therefore are exempt from the submission of environmental reviews.

Housing Programs: PRDOH expects to receive hundreds of thousands of requests for housing repairs and reconstruction all over the Island. According to data gathered by FEMA's Individual Assistance Program, hurricanes Irma and Maria inflicted damages to an estimated 1,067,6184 homes distributed across all 78 Municipalities in Puerto Rico. These construction activities will be subject to Environmental Review, as required by HUD 24 part 58 regulations.

Economic Development Programs: will be providing loans and grants to eligible micro, small, medium and large businesses distributed throughout Puerto Rico which may involve construction work. In those instances, PRDOH will require compliance with applicable HUD environmental review regulations.

Infrastructure Programs: PRDOH may combine funding from FEMA's Hazard Mitigation Grant Program (HMGP) with CDBG-DR funds to complete resilience projects in the future. Using a Global Match, the non-federal share for FEMA-4339-DR projects, under Categories C to G (as defined by the FEMA Public Assistance Program), does not need to be 10%, as long as the combined value of all eligible projects submitted equals or exceeds 10% for the overall disaster. The PRDOH will work closely with FEMA and COR3 while both agencies develop and complete the corresponding project worksheets. Evidence of compliance with environmental reviews will be required for all infrastructure projects performed islandwide under this program category.

PRDOH foresees that all repair, reconstruction and relocation activities within the aforementioned CDBG-DR Programs have the potential to include demolition, rehabilitation, new construction and/or ground disturbance activities. For this reason, PRDOH plans on establishing a comprehensive workplan to address HUD's pertinent regulations at 24 CFR Part 58, as well as Section 106 of the National Historic Preservation Act, and regulations at 36 CFR Part 800, Protection of Historic and Cultural Properties.

ADDENDUM
to
THE PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER,
and THE CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY
TO INCLUDE
THE PUERTO RICO DEPARTMENT OF HOUSING

WHEREAS, FEMA makes assistance available to States, Commonwealths, communities, Federally recognized Indian Tribes (Tribes) and other eligible entities through programs set forth in Appendix A (Programs), pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (codified as amended at 6 U.S.C. § 101 *et seq.*); Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 *et seq.*, (Stafford Act); the National Flood Insurance Act of 1968, Pub. L. No. 90-448 (1968) (as amended); the National Flood Insurance Reform Act of 1994, Pub. L. No. 103-325 (1994) (as amended); the Post-Katrina Emergency Management Reform Act of 2006, Pub. L. No. 109-295 (2006) (as amended); implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR), Executive Order 13407 (2006); the Sandy Recovery Improvement Act, Pub. L. No. 113-2 (2013); and such other acts, executive orders, implementing regulations, or Congressionally authorized programs as are enacted from time to time; and

WHEREAS, FEMA has developed a Prototype Programmatic Agreement (FEMA Prototype Agreement) pursuant to 36 CFR § 800.14(b)(4) in consultation with the Advisory Council on Historic Preservation and National Conference of State Historic Preservation Officers to serve as a basis for negotiation of a State/Tribal specific Programmatic Agreement with the State Historic Preservation Officer, State/Tribal Emergency Management Agency, and/or participating Tribe(s); and

WHEREAS, FEMA consulted with the Puerto Rico State Historic Preservation Officer (SHPO), and Puerto Rico Emergency Management Agency (PREMA) to adopt and execute the FEMA Prototype Agreement for its Programs in Puerto Rico, and the Puerto Rico specific Agreement (Agreement) was executed on May 6, 2016 and amended on May 31, 2018; and

WHEREAS, subsequent to the execution of the amended FEMA Prototype Agreement, the emergency management responsibilities of the Commonwealth were transferred from PREMA to the Central Office of Recovery, Reconstruction, and Resiliency (COR3) and COR3 will be a signatory to this Addendum in lieu of PREMA; and

WHEREAS, there are no Federal Tribes recognized in the Commonwealth of Puerto Rico, and no known Tribal interests in the Commonwealth of Puerto Rico by non-resident Tribes, and therefore no Tribes were invited to execute the Prototype Agreement or this Addendum; and

WHEREAS, under the Disaster Relief Appropriations Act of 2013 (Public Law 113-2, January 29, 2013); Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law 114-254, December 10, 2016); Consolidated Appropriations Act, 2017 (Public Law 115-31, May 5, 2017); Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56, September 8, 2017), Additional Supplemental Appropriations For Disaster Relief Requirements Act, 2017 (Public Law 115-123, February 9, 2018) and other Congressionally authorized programs as are enacted from time to time, the U.S. Department of Housing and Urban Development (HUD) allocates Community Development Block Grant- Disaster Recovery (CDBG-DR) funds for disaster recovery activities similar to the activities covered by the Agreement; and

WHEREAS, the Puerto Rico Department of Housing intends to use its CDBG-DR funds as summarized in Attachment 1 to this Addendum; and

WHEREAS, the Puerto Rico Department of Housing has assumed HUD's environmental review responsibilities as Responsible Entity and is responsible for environmental review, decision-making and action, pursuant to Section 104(g) of the Housing and Community Development Act of 1974 (42 USC 5304(g)) and 24 CFR Part 58, and proposes to administer CDBG-DR funds pursuant to the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2016 and other Congressionally authorized programs as are enacted from time to time;

WHEREAS, Stipulation I.A.6. of the Agreement allows other Federal agencies, including state and local governments acting as Responsible Entities for CDBG-DR funds, to fulfill their Section 106 responsibilities for those types of activities covered under the terms of the Agreement by accepting and complying with the terms of the Agreement and executing this Addendum; and

WHEREAS, the Puerto Rico Department of Housing will ensure that staff who meet the Secretary of the Interior's Professional Qualification Standards will review all Second Tier projects in accordance with Appendix B of the Agreement and complete Standard Project Reviews in accordance with Stipulation II.C of the Agreement and the Puerto Rico Department of Housing will provide resumes of such staff to the signatories to this Addendum; and

NOW, THEREFORE, the Puerto Rico Department of Housing agrees to assume the federal agency role and accept the terms and conditions of the Agreement and subsequent amendments as appropriate under HUD's authorizing legislation and regulations, and thereby take into account

the effect of its undertakings and satisfy its Section 106 responsibilities for the CDBG-DR program for activities in Puerto Rico.

DURATION AND EXTENSION, This Addendum to the Agreement will remain in effect for currently open disaster declarations and subsequent disaster declarations in the Commonwealth of Puerto Rico; however, the Addendum will not exceed the expiration date of the Agreement. Signatories may collectively agree to extend this Addendum to cover additional calendar years provided that the Agreement is also extended; and

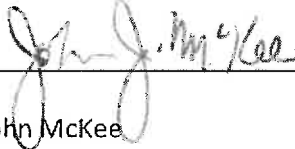
DISPUTE RESOLUTION, Should any signatory object in writing to the manner in which Puerto Rico Department of Housing implements the terms of the Agreement, the Puerto Rico Department of Housing shall follow the dispute resolution procedures found in Stipulation IV.B of the Agreement.

EXECUTION AND IMPLEMENTATION, of this Addendum to the Agreement evidences that the Puerto Rico Department of Housing has taken into account the effects of its undertakings on historic properties, and that through the execution of this Addendum and implementation of the Agreement will satisfy its responsibilities under Section 106 of the National Historic Preservation Act and its implementing regulations for the referenced CDBG-DR program for activities in Puerto Rico. This Addendum may be executed in counterparts, with separate signature pages.

ADDENDUM
to
THE PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER,
and THE CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY
TO INCLUDE
THE PUERTO RICO DEPARTMENT OF HOUSING

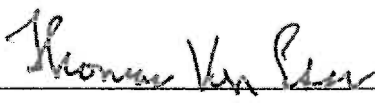
SIGNATORY PARTIES:

FEDERAL EMERGENCY MANAGEMENT AGENCY



Date: 18 DEC 2018

John McKee
Regional Environmental Officer
FEMA Region II




Date: Dec. 15, 2018

Thomas Von Essen
Regional Administrator
FEMA Region II

ADDENDUM
to
THE PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER,
and THE CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY
TO INCLUDE
THE PUERTO RICO DEPARTMENT OF HOUSING

SIGNATORY PARTIES:

PUERTO RICO STATE HISTORIC PRESERVATION OFFICER


_____ Date: 11/14/18

Carlos Rubio-Cancela
State Historic Preservation Officer

ADDENDUM
to
THE PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER,
And THE CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY
TO INCLUDE
THE PUERTO RICO DEPARTMENT OF HOUSING

SIGNATORY PARTIES:

THE CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY




Date: _____

Mr. Omar J. Marrero, Esq.
Governor's Authorized Representative
Executive Director

**ADDENDUM
to
THE PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER,
And THE CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY
TO INCLUDE
THE PUERTO RICO DEPARTMENT OF HOUSING**

SIGNATORY PARTIES

PUERTO RICO DEPARTMENT OF HOUSING


_____ Date: 11/1/18

Fernando Gil Enseñat
Secretary of the Puerto Rico Department of Housing

Attachment 1

CDBG-DR Programs Summaries

The following programs are authorized under the Puerto Rico Department of Housing's (PRDOH) Action Plan for Disaster Recovery, approved by the US Department of Housing and Urban Development (HUD) on July 29, 2018, in conformance with the Community Development Block Grant for Disaster Recovery (CDBG-DR) allocation of \$1,507,179,000, awarded under Public Law 115-56 and announced through Federal Register 83 FR 5844. Additional programs created with future CDBG-DR allocations, including Public Law 115-123, will be described in updates to PRDOH's Action Plan and will be eligible for review under this Addendum.

Planning Programs

Whole Community Resilience Program

Eligible under Section 105(a) (12) of the HCDA

Phase I of the Whole Community Resilience Program each municipio will be eligible to receive reimbursement for documented staff time related to conducting community planning associated with the initial phase, up to \$20,000. The tasks in phase one may include, but are not limited to, data collection and initial analysis, technical training, and outreach to communities within the municipio.

In Phase 2, communities may apply openly based on selection criteria developed by PRDOH and the Foundation for Puerto Rico. The selection criteria for Phase 2 funding will be published in the 4th quarter of 2018 as part of the program guidelines. Selected communities may receive a planning award of up to \$500,000 per community plan. Plans will lay the groundwork for effective and expedient housing, infrastructure and social investments as long-term recovery programs are funded.

Agency Planning Initiatives (GIS, Planning Integration) Program

Eligible under Section 105(a) (12) of the HCDA

Through a direct allocation to the Puerto Rico Planning Board, the Agency Planning Initiative will be undertaken to build the data sets for property across the island to ensure land use is correctly permitted, planned, inspected, insured, and viewable to the municipios. The objective of this initiative will not provide title to unregistered properties; however it will identify which properties do not have title and which structures are informal or unregistered. This will set the stage for proper title transfers to take place.

Economic Recovery Planning Program

Eligible under Section 105(a) (12) of the HCDA

PRDOH, in partnership with the Department of Economic Development and Commerce (DDEC for its Spanish acronym) will lead an overarching planning effort to create strategies for job creation through promotion and communication (implemented apart from the planning initiative), efficient public service delivery, business creation, and public investments. Through the economic planning program, PRDOH and DDEC will determine priorities, resources, and actions that will guide economic stability and growth. Guiding principles will focus on the well-being of low- and moderate-income workers and how larger economic planning efforts should enhance future job opportunities and inclusion in a recovering and expanding economy.

Housing Programs

Home Repair, Reconstruction, or Relocation Program

Eligible under Section 105(a)(4) of HCDA and Section 105(a)(15)

This program provides funding to homeowners to repair damaged homes or rebuild substantially damaged homes in place in non-hazard areas. Reconstruction activity returns otherwise displaced families to their homes in their same community. Substantially damaged homes in the floodplain and homes that may not be rebuilt in place due to legal, engineering or environmental constraints (permitting, extraordinary site conditions, etc.) will not be reconstructed and the homeowner will be provided relocation options.

Relocation options include providing eligible homeowners the choice between purchasing an existing home or constructing a new home on a vacant lot identified outside of the floodplain. Existing homes may be may be bank-foreclosed properties, on a PRDOH certified development roster, a market-listed unit, or a home in a condominium or co-op.

Title Clearance Program

Eligible under HCDA Section 105(a)(8)

The Title Clearance Program aims to provide clear title to homeowners throughout the hurricane-impacted area, therefore resulting in long-term sustainability and security for residents. Applicants who are otherwise eligible for rehabilitation or reconstruction assistance under the housing program who need remedial and curative title/ownership actions will be prioritized for limited legal services assistance. Limited legal services to resolve title issues will be performed under the direction or supervision of one or more attorneys duly licensed and authorized to practice law within the Commonwealth of Puerto Rico under rates that are subject to program approval. Homeowners unable to resolve title issues with the assistance of the legal service providers may be recommended for longer-term assistance, separate and apart from the services provided under this program.

Mortgage Catch-Up Program

Eligible under Section 105(a)(24) of the HCDA; pending a waiver from HUD

This program will provide mortgage payment assistance for up to 100% of the principal, interest, tax, and insurance on arrears for up to 12 months (dating back to the time of hurricane impact) as indicated in the monthly mortgage statement. All participants in the mortgage catch-up program will be partnered with a housing counselor, who will provide homeownership counseling and financial management guidance. PRDOH has chosen to partner with the Housing Finance Authority (AFV, for its Spanish acronym) to administer this program. Program funds will not be used to pay late fees or legal fees, and mortgagees will be encouraged to restructure or modify the terms of the loans to ease repayment in the long term.

Note: The Mortgage Catch-Up program may not begin until HUD approves a waiver authorizing the program.

Social Interest Housing Program

Eligible under Section 105(a)(4) and (Section 105(a)(15) of HCDA

This project provides funding to non-governmental organizations (NGO) or non-profit entities for the creation or rehabilitation of social interest housing projects. NGOs with projects approved by PRDOH will

be responsible for execution of the project under the guidance of PRDOH. Facilities may be overseen by HUD Continuum of Care Program providers and may supplement Emergency Solutions Grants (ESG) programs for a coordinated impact to:

- Provide essential services to shelter residents;
- Rapid re-housing of homeless individuals and families; and
- Prevention of families and individuals from becoming homeless.

Submissions may include proposals for more than one project. PRDOH estimates that 500 housing units will be created under this program. Public services provided as part of a proposed project may not supplant other funds and must be part of a new service or quantifiable increase in the level of a service previously provided.

Housing Counseling Program

Eligible under Section 105(a)(8) of the HCDA) and Public Services 105(a)(20)

This program will provide recovering residents with wrap-around educational services to promote understanding of housing and financial options such as: financial literacy education, homebuyer counseling, credit repair counseling, mitigate default/foreclosure proceedings, etc. Housing Counselors will be equipped to connect program participants with resources including, but not limited to Voluntary Organizations Active in Disaster (VOAD), and other federally funded programs like COC and section 8, and rental subsidy programs.

CDBG-DR Gap to Low Income Housing Tax Credit (LIHTC) Program

Eligible under Section 105(a)(4) of HCDA and IRC §42, Low-Income Housing Credit

Puerto Rico receives millions of dollars each year in Low Income Housing Tax Credits (LIHTC) and currently has more than \$1 billion in LIHTC 4% projects available to be leveraged. Additionally, at least eleven (11) projects under the 9% tax-credit program are shovel-ready and awaiting gap financing. PRDOH will provide gap funding, using CDBG-DR dollars, for properties being developed with LIHTC, thus maximizing the benefit provided by both federal funding streams. Properties developed under this program are multi-family structures; which are evaluated based on cost reasonableness, developer capacity, number of beneficiaries and shovel-readiness.

Rental Assistance Program

Eligible under Section 105(a) (8)/570.201(e)

Grant funds will provide temporary rental assistance to residents of storm-impacted areas (pursuant to Federal Register Notice of allocation) who are experiencing homelessness or are at risk of becoming homeless. Rental assistance provided by the program utilized to reduce the monthly lease payment for a period of up to 24 months and will be used to make up the difference between the amount a household can afford for housing under local rent standards and can include an option to assist tenants with utility costs and security deposits.

Home Energy Resilience Program

Eligible as a Public Service under 24 CFR Part 570.201

The Home Energy Resilience program will provide homeowners or renters a voucher for a gas or solar powered water heater, and/or gas-powered stove, installation and related appurtenances so that residents can perform basic functions such as showering and preparing meals at home in the event of a power outage. Vouchers may be used at PRDOH pre-qualified vendors and installers. The cap in value per applicant is

\$6,000, with only one system installation per home. Equipment will be installed and affixed to the residence. Priority will be given to the elderly and limited to low-income residents. Priority for the elderly does not preclude assistance to other eligible applicants. PRDOH anticipates providing home energy resilience improvements to at least 6,000 families under this program.

Economic Development Planning Programs

Construction and Commercial Revolving Loan Program

Eligible under Section 105 (a) (17) of HCDA

The Construction and Commercial Revolving Loan Program provides local contractors access to start-up and mobilization capital will build local reconstruction capacity and maximize the amount of funds recirculated into the island's economy.

Small Business Financing Program

Eligible under Section 105 (a) (17) of HCDA

The Small Business Financing Program provides loans, very small grants, or forgivable loans, to start-up, newly established, or growing small businesses for economic development purposes. Eligible businesses also receive technical assistance throughout the life of the loan by connecting them to any additional tools needed to operate successfully.

Small Business Incubators and Accelerators Program

Eligible under Section 105 (a)(15) and Section 105 (a) (17) of HCDA; 105(a)(22)

The Small Business Incubators and Accelerators program will provide funding to non-profit organizations, units of local government, private, governmental and/or for-profit organizations to repair existing Small Business Incubators or build new ones. Business incubators and accelerators will be encouraged to incorporate resilience measures to allow for continuity of business operations in the event of power outages, natural disasters, or other disruptive events. This will provide the added benefit of creating business shelters during future events.

Workforce Training Program

Eligible under Section 105 (a) (17) of HCDA); Public Service Section 105(a)(8) of HCDA

This program will help unemployed and underemployed residents find employment by providing job training in skill areas related to recovery efforts. Training curriculum offered will depend on the industries and areas with the greatest lack of capacity based on community unmet need in those industries and areas. Units of local government, non-profit organizations, and governmental and quasi-governmental agencies will be invited to propose workforce training programs to DDEC under program guidelines as approved by PRDOH.

Tourism and Business Marketing Program

Eligible under Section 105 (a)(15) and Section 105 (a) (17) of HCDA; 105(a)(22); and under 84 FR 40314

This program will fund subrecipients to develop a comprehensive marketing effort to promote outside the Island that the area is open for business. The projected use of funds for marketing and outreach efforts will be focused on advertising creation and media placement (television/radio/digital and out-of-home advertising) outside of Puerto Rico, as well as promoting Puerto Rico as an ideal place to do business. No elected officials or political candidates will be featured or included in promotional marketing funded through this program. Per CDBG regulation, CDBG-DR funds shall not be used to engage in partisan political activities, such as candidate forums.

Strategic Projects and Commercial Development Program

Eligible under Section 101(c), Section 104(b), Section 105(c), Section 105(a)(4), Section 105(a)(15) of the HCDA

Commercial rehabilitation activities are designed to bring commercial structures up to code or improve their facades. If the commercial structure is owned by a private, for-profit entity, the following limitations apply: Rehabilitation is limited to the exterior of the building and the correction of code violations; Any other improvements are carried out under the special economic development activities category.

Special economic activities provide for the acquiring, constructing, reconstructing, rehabilitating, or installing commercial or industrial buildings, structures, and other real property equipment and improvements, including railroad spurs or similar extensions. These are economic development projects undertaken by nonprofit entities and grantees (public entities).

Infrastructure Programs

FEMA Coordination

Eligible under Section 105(a)(9) of the HCDA

PRDOH may combine funding from FEMA's Hazard Mitigation Grant Program (HMGP) with CDBG-DR funds to complete resilience projects.

Amendment five of the notice FEMA-4339-DR, authorizes a 90% federal share for permanent work under FEMA categories C - G. It is allowable that CDBG-DR funds be used as part of a coordinated match or global match to provide all or a portion of the non-federal share. Using a Global Match, the non-federal share for each project need not be 10%, so long as the combined value of all eligible projects submitted equals or exceeds 10% for the overall disaster. Puerto Rico will co-ordinate with FEMA and HUD to ensure all eligibility requirements are met for all project applications submitted for Global Match.

**AMENDMENT TO
PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER,
AND THE PUERTO RICO EMERGENCY MANAGEMENT AGENCY**

WHEREAS, the Agreement was executed on May 6, 2016; and

WHEREAS, to minimize delays in the delivery of assistance by the Federal Emergency Management Agency (FEMA) in the aftermath of Hurricane Irma (DR-4336-PR) and Hurricane Maria (DR-4339-PR), the Agreement will be amended to include additional Programmatic Allowances under Appendix B for FEMA-funded activities which FEMA and SHPO have agreed will have no or minimal effect on historic properties if implemented as specified in this Appendix and will not require review by the State Historic Preservation Officer (SHPO); and

WHEREAS, in response to SHPO concerns regarding the anticipated new permanent housing construction program proposed in the aftermath of Hurricane Maria, SHPO and FEMA have agreed to remove “home replacement” from the list of actions exempted from Section 106 review as described in Stipulation I.A.7.a; and

WHEREAS, to ensure the appropriate application of the Programmatic Allowances (Appendix B), an expanded definition of “in-kind” as referenced in the Programmatic Allowances has been added to the introduction to Appendix B; and

WHEREAS, to ensure appropriate application of the Programmatic Allowances to ground disturbing activities, additional language has been added to the introduction of Appendix B regarding methods of identifying soil disturbance, types of projects that will likely disturb the soil horizon, and providing greater clarity on soil disturbance, especially as applicable to roads and parking area; and

WHEREAS, to address SHPO concerns resulting from the extensive FEMA-funded private property demolition that is anticipated in the aftermath of Hurricane Maria, **Appendix C: Criteria for Identification of Collapsed Structures** has been added to create common criteria for identifying collapsed structures; and

WHEREAS, to address SHPO concerns regarding the identification of buildings eligible for FEMA’s Private Property Debris Removal program **Appendix D: Private Property Debris Removal Program Process** has been added to ensure that only buildings meeting FEMA’s Public Assistance program eligibility guidelines will be reviewed for compliance with Section 106; and

WHEREAS, to address SHPO concerns regarding potential impacts to archaeological resources, **Appendix E: Low Impact Debris Removal Stipulations** has been added in order to provide Best Management Practices that will protect potential archaeological resources; and

WHEREAS, Appendix C: Treatment Measures has been retitled **Appendix F**.

NOW THEREFORE, in accordance with Stipulation IV.A.1 of the Agreement, the signatories and invited signatories agree to amend the Agreement, complete with all the Appendices below, as follows:

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER,
AND THE PUERTO RICO EMERGENCY MANAGEMENT AGENCY**

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

WHEREAS, FEMA makes assistance available to States, Territories, Commonwealths, communities, Federally recognized Indian Tribes (Tribes) and other eligible entities through programs (Programs) set forth in Appendix A, pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (codified as amended at 6 U.S.C. § 101 *et seq.*); Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 *et seq.*, (Stafford Act); the National Flood Insurance Act of 1968, Pub. L. No. 90-448 (1968) (as amended); the National Flood Insurance Reform Act of 1994, Pub. L. No. 103-325 (1994) (as amended); the Post-Katrina Emergency Management Reform Act of 2006, Pub. L. No. 109-295 (2006) (as amended); implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR), Executive Order 13407 (2006); the Sandy Recovery Improvement Act, Pub. L. No. 113-2 (2013); and such other acts, Executive Orders, implementing regulations, or Congressionally authorized programs as are enacted from time to time; and

WHEREAS, FEMA has determined that implementing its Programs may result in Undertakings (as defined by 54 U.S.C. § 300301 and 36 CFR § 800.16(y)) that may affect properties listed in or eligible for listing in the National Register of Historic Places (National Register) pursuant to 36 CFR Part 60 (historic properties), and FEMA has consulted with the Puerto Rico State Historic Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act (NHPA), Pub. L. No. 89-665 (1966) (codified at 54 U.S.C. § 306108 (as amended by Pub. Law No. 96-515 of December 14, 2014)), and the regulations implementing Section 106 of the NHPA (Section 106) at 36 CFR Part 800; and

WHEREAS, FEMA, the Advisory Council on Historic Preservation (ACHP), and the National Conference of State Historic Preservation Officers (NCSHPO) have determined that FEMA's Section 106 requirements can be more effectively and efficiently implemented and delays to the

delivery of FEMA assistance minimized if a programmatic approach is used to stipulate roles and responsibilities, exempt certain Undertakings from Section 106 review, establish protocols for consultation, facilitate identification and evaluation of historic properties, and streamline the assessment and resolution of adverse effects; and

WHEREAS, FEMA has developed a Prototype Programmatic Agreement (FEMA Prototype Agreement) pursuant to 36 CFR § 800.14(b)(4) in consultation with the ACHP and NCSHPO to serve as a basis for negotiation of a State specific Programmatic Agreement (Agreement) with the SHPO, State/Tribal Emergency Management Agency, and/or participating Tribe(s) or Native Hawaiian organization(s); and

WHEREAS, this Agreement conforms to the FEMA Prototype Agreement as designated by the ACHP on December 13, 2013, and therefore does not require the participation or signature of the ACHP; and

WHEREAS, in order to implement its Programs, FEMA will provide assistance to the Commonwealth of Puerto Rico that may provide monies and other assistance to eligible sub-recipients, and as such, the Puerto Rico Emergency Management Agency (Recipient) that is typically responsible for administering funds provided under these Programs, has participated in this consultation, and FEMA has invited them to execute this Agreement as an Invited Signatory; and

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

WHEREAS, there are no Federal Tribes recognized in the Commonwealth of Puerto Rico, and no known Tribal interests in the Commonwealth of Puerto Rico by non-resident Tribes, and therefore no Tribes were invited to execute this Agreement; and

WHEREAS, in anticipation or in the immediate aftermath of an event, impacted communities and the Commonwealth of Puerto Rico may conduct critical preparedness, response and recovery activities to safeguard public health and safety and/or to restore vital community services and functions before, during, and or following an event. Some of these activities may become Undertakings requiring Section 106 review subject to the terms of this Agreement, and FEMA shall coordinate the appropriate review as warranted; and

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

NOW, THEREFORE, FEMA and SHPO as Signatories and the Recipient as Invited Signatory (collectively referenced hereafter as Signatories) agree that FEMA Programs in the Commonwealth of Puerto Rico shall be administered in accordance with the following Stipulations to satisfy FEMA's Section 106 and Section 110 responsibilities for all resulting Undertakings and effectively integrate historic preservation compliance considerations into the delivery of FEMA assistance.

FEMA will not authorize implementation of an individual Undertaking until Section 106 review is completed pursuant to this Agreement.

STIPULATIONS

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

I. GENERAL

A. Applicability

1. The execution of this Agreement supersedes the terms of the Programmatic Agreement among FEMA, SHPO, the Puerto Rico Emergency Management Agency, and the Puerto Rico Office of Management and Budget dated May 9, 2011, and the subsequent letter from the SHPO dated July 11, 2011, approving additional Allowances.
2. For FEMA Undertakings that also are within the jurisdiction of the Federal Communications Commission (FCC) and within the scope of its Section 106 Programmatic Agreements for communication facilities, FEMA defers Section 106 review in accordance with the ACHP Program Comment of October 23, 2009, amended September 24, 2015 (<http://www.ach.gov/docs/pc-wireless-communication.pdf>). The approval of funding for the FEMA Undertaking shall be conditioned upon the compliance of the sub-recipient with FCC's applicable Section 106 review. FEMA shall notify the SHPO when it applies the ACHP Program Comment to an Undertaking. FEMA remains responsible for any FEMA Undertakings it determines are outside the jurisdiction of FCC.
3. In the event of a Stafford Act major disaster or emergency declaration (Declaration), State, and local governments may lack the capability to perform or to contract for emergency work, and instead request that the work be accomplished by a Federal agency. Through a mission assignment (MA), FEMA may direct appropriate Federal agencies to perform the work. This Agreement shall apply to such Federal assistance undertaken by or funded by FEMA pursuant to Titles IV and V of the Stafford Act and 44 CFR Part 206.
4. FEMA may utilize this Agreement to fulfill its Section 106 responsibilities and those of other Federal agencies that designate FEMA, or another Federal agency, as the lead Federal agency pursuant to 36 CFR § 800.2(a)(2) with appropriate notification to the other Signatories and the ACHP regarding Undertakings that fall within the scope of this Agreement. When FEMA is not designated as the lead Federal agency, all Federal agencies, including FEMA, remain individually responsible for their compliance with Section 106. FEMA may also recognize another Federal agency as lead Federal agency for specific Undertakings as appropriate.

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

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

6. With the written concurrence of the Signatories, other Federal agencies providing financial assistance for the same type of activities covered under the terms of this Agreement as outlined in Appendix A may satisfy their Section 106 responsibilities for such activities by accepting and complying in writing with the terms of this Agreement.
 - a. Other Federal agencies may include States and units of local government who have assumed environmental responsibilities of the U.S. Department of Housing and Urban Development and, acting as the Responsible Entity pursuant to 24 CFR Part 58, are responsible for environmental review, decision-making and action.
 - b. In such situations, the other Federal agency shall notify the Signatories in writing of its intent to use this Agreement to achieve compliance with its Section 106 requirements, and consult with the Signatories regarding its Section 106 compliance responsibilities. Resumes of staff who meet the Secretary of the Interior Professional Qualification Standard(s) and will review Second Tier projects in accordance with Appendix B of this Agreement shall be provided to the SHPO.
 - c. When amendments are made to the body of this Agreement, the other Federal Agencies utilizing the Agreement shall notify the Signatories in writing of its intent to use the Agreement as amended. Written notification by the other Federal agencies is not required when amendments are made to Appendices A, B C, D, E and F.

7. FEMA has determined that the following types of activities have limited or no potential to affect historic properties and FEMA has no further Section 106 responsibilities with regards to them, pursuant to 36 CFR § 800.3(a)(1):
 - a. Pursuant to 44 CFR § 206.110(m), assistance to individuals and households provided under 44 CFR Part 206, Subpart D and Section 408 of the Stafford Act, including funding for owner occupied home repair, content replacement, personal property, transportation and healthcare expenses, is exempt from the provisions of Section 106. For ground disturbing activities, and construction related to 44 CFR §§ 206.117(b)(1)(ii) (temporary housing), 206.117(b)(3) (replacement housing), 206.117(b)(4) (permanent housing construction), 206.117(c)(1)(vi) (repair or replacement of privately owned access routes), and repair of multi-family housing units, FEMA shall conduct Section 106 review.
 - b. Administrative actions such as personnel actions, travel, procurement of services, supplies (including vehicles and equipment) for the support of day-to-day and emergency operational activities, and the temporary storage of goods provided storage occurs within existing facilities or on previously disturbed soils.
 - c. Granting of variances, and actions to enforce Federal, State, or local codes, standards or regulations.
 - d. Monitoring, data gathering, and reporting in support of emergency and disaster planning, response and recovery, and hazard activities.
 - e. Research and development of hazard warning systems, hazard mitigation plans, codes and standards, and education/public awareness programs.
 - f. Assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding.
 - g. Assistance provided for training, management and administration, exercises, and mobile/portable equipment purchases; with the exception of potential ground-disturbing activities and modification of existing structures.
 - h. Community Disaster Loans for funding to perform governmental functions for any eligible jurisdiction in a designated disaster area that has suffered a substantial loss of tax and other revenue.
 - i. Funding the administrative action of acquisition or lease of existing facilities where planned uses conform to past use or local land use requirements.
 - j. Funding the administrative action of acquiring properties in acquisition projects, including the real estate transaction.

- k. Labor, equipment and materials used to provide security in the Declaration area, including lease, rental, purchase or repair of equipment or vehicles and payment for staff and contract labor.
 - l. Application of pesticides to reduce adverse public health effects, including aerial and truck-mounted spraying.
 - m. Unemployment assistance.
 - n. Distribution of food coupons.
 - o. Legal services.
 - p. Crisis counseling.
8. Any FEMA Programs authorized by the United States Congress in the future may be included in this Agreement in accordance with Stipulation IV.A, Amendments. Any change in the FEMA name, Programs, or organizational structure shall not affect this Agreement.

B. Roles and Responsibilities of the Signatories

1. FEMA:

- a. FEMA shall use Federal, State, sub-recipient, or contractor staff whose qualifications meet the Secretary of the Interior's (Secretary's) Professional Qualifications Standards (Professional Qualifications) set forth in the Federal Register at 48 Fed. Reg. 44716-01 (September 29, 1983), as amended (Qualified), in applying Second Tier Programmatic Allowances listed in Appendix B, completing identification and evaluation of historic properties and in making determinations of effects. FEMA shall review any National Register eligibility determination and make its own findings of effect resulting from the performance of these activities prior to submitting such determinations to the SHPO.
- b. In accordance with 36 CFR § 800.2(c)(4), FEMA may authorize the Recipient, or a sub-recipient through the Recipient, to initiate the Section 106 process with the SHPO and other consulting parties, assist in identifying other consulting parties with a demonstrated interest in the Undertaking, and prepare any necessary analyses and documentation, but FEMA shall remain responsible for determinations of National Register eligibility and findings of effect recommended by the authorized party. FEMA shall follow the process set forth in Stipulation I.B.1.a, FEMA Roles and Responsibilities, and notify the SHPO in writing when a Recipient or sub-recipient has been authorized to initiate consultation on FEMA's behalf.

- c. Prior to authorizing the release of funds for individual Undertakings requiring grant conditions pursuant to this Agreement, FEMA shall inform the Recipient of all stipulations and conditions and ensure that they are understood so they can be adequately conveyed to the sub-recipient. FEMA shall work in partnership with the Recipient to provide sub-recipient(s) with guidance on in-kind repair pursuant to *The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995 (Standards)*, 36 CFR Part 68, or the most updated version, and techniques to avoid or minimize adverse effects to historic properties.
- d. FEMA shall provide the Signatories and the ACHP with an annual report for actions taking place between November 1st and October 31st the previous year and will be made available to Signatories and Invited Signatory by December 31st of each year this Agreement is in effect. This annual report will summarize the actions taken to implement the terms of this Agreement, statistics on Undertakings reviewed, and recommend any actions or revisions to be considered, including updates to the appendices.
- e. FEMA shall confer annually and as necessary with the other Signatories within thirty (30) days after issuance of the annual report, to review the report and/or discuss issues and concerns in greater detail. This review shall occur in person or by telephone as determined by FEMA.
- f. FEMA shall notify the SHPO, as soon as practicable, following a Declaration to provide specific points of contact and other pertinent information about the Declaration.
- g. FEMA may convene an initial scoping meeting with the Signatories and other interested parties as soon as practicable after each Declaration to address Declaration-specific issues and procedures.
- h. FEMA shall ensure that all documentation resulting from Undertakings reviewed pursuant to this Agreement is consistent with applicable SHPO guidelines and the confidentiality provisions of 54 U.S.C. § 300301 and 36 CFR § 800.11(c).
- i. FEMA will notify in writing the Federal Preservation Officer(s) of other Federal agency(s) utilizing the Agreement in accordance with Stipulation I.A.6. of any proposed amendments to the Agreement.

2. SHPO:

- a. SHPO shall review FEMA's determination of the Areas of Potential Effects (APE), National Register eligibility determinations, and FEMA's effect findings and respond within timeframes required by this Agreement.

- b. Upon request, the SHPO shall provide FEMA and/or its designee(s) with available information about historic properties (such as access to online systems or site files, GIS data, survey information, geographic areas of concern). Such data sharing may be memorialized in an agreement. Only Qualified FEMA staff and/or designee(s) shall be afforded access to protected historic property information.
- c. The SHPO shall identify staff or consultants to assist FEMA staff with their Section 106 responsibilities, and identify, in coordination with FEMA, those activities within the Section 106 review process that SHPO may perform for specific Undertakings as agreed in writing with FEMA.
- d. As requested, SHPO staff shall be reasonably available as a resource and for consultation through site visits, written requests, telephone conversations or electronic media (can only accept documents on a CD). In those instances where consultation with SHPO has occurred, FEMA shall provide a written summary via regular mail to SHPO, including any decisions that were reached.
- e. The SHPO may delegate some or all of its responsibilities under this Agreement to one or more Liaisons to serve as a dedicated point of contact for consultation with FEMA. The SHPO shall confer with FEMA about the selection of any Liaisons, the scope of responsibilities delegated and related implementing procedures. SHPO shall formally document these decisions for concurrence by FEMA. Liaisons are not required to be members of the SHPO staff.
- f. The SHPO shall participate in an initial scoping meeting in response to a Declaration.
- g. The SHPO may assist local jurisdictions and/or the Recipient in the Commonwealth of Puerto Rico with advance planning efforts to consider historic properties in the context of homeland security considerations, including disaster preparedness, response, recovery, and mitigation programs for which FEMA funding may be requested.
- h. The SHPO shall coordinate with FEMA, to identify consulting parties, including any communities, organizations, or individuals that may have an interest in a specific Undertaking and its effects on historic properties.
- i. The SHPO shall participate in annual reviews convened by FEMA to review the effectiveness of this Agreement in accordance with Stipulation I.B.1.e.

3. Recipient(s):

- a. The Recipient(s) shall ensure that their sub-recipient(s) understand and acknowledge conditions and potential requirements that may be placed upon Undertakings as a result of Section 106 consultation and the provisions of this Agreement.

- b. The Recipient(s) shall participate in an initial scoping meeting in response to a Declaration.
- c. The Recipient(s) shall ensure that their sub-recipient(s) understand that failure to comply with any project-specific conditions that have been placed on their grants could jeopardize FEMA funding.
- d. The Recipient(s) shall notify FEMA as soon as possible of any proposed change to the approved scope of work. The Recipient(s) shall direct their sub-recipient(s) not to implement the changes to the proposed scope of work until any additional review required by this Agreement is complete.
- e. The Recipient(s) shall ensure that its sub-recipient(s) are made aware that in the event of an unexpected discovery involving an Undertaking that has affected a previously unidentified historic property or human remains, or affected a known historic property in an unanticipated manner, the sub-recipient(s) will comply with Stipulation III.B, Unexpected Discoveries, Previously Unidentified Properties, or Unexpected Effects.
- f. The Recipient(s) shall ensure that in its sub-recipient(s) agreements, any scope of work involving ground disturbance, and resultant contracts to execute said work, provide for the protection of and notification protocols for unexpected discoveries or unexpected effects to historic properties and human remains.

C. Public Participation

1. FEMA recognizes that the views of the public are essential to informed decision making throughout the Section 106 consultation process. FEMA shall notify the public of proposed Undertakings in a manner that reflects the nature, complexity, significance of historic properties likely affected by the Undertaking, the likely public interest given FEMA's specific involvement, and any confidentiality concerns.
2. FEMA may consult with the Recipient(s), sub-recipient(s), SHPO, and other consulting parties to determine if there are individuals or organizations with a demonstrated interest in historic properties that should be included as a consulting party for the Undertaking in accordance with 36 CFR § 800.2(c)(5). If such parties are identified or identify themselves to FEMA, FEMA shall provide them with information regarding the Undertaking and its effects on historic properties, consistent with the confidentiality provisions of 36 CFR § 800.11(c).
3. In accordance with the outreach strategy developed for an Undertaking in consultation with the SHPO for involving the public, FEMA shall identify the appropriate stages for seeking public input during the Section 106 consultation process. FEMA shall consider all views provided by the public regarding an Undertaking.

4. FEMA may also provide public notices and the opportunity for public comment or participation in an Undertaking through the public participation process of the National Environmental Policy Act (NEPA) and its implementing regulations set out at 44 CFR Part 10, and/or Executive Orders 11988 and 11990 relating to floodplains and wetlands as set out in 44 CFR Part 9, and as appropriate, Executive Order 12898, Environmental Justice, provided such notices specifically reference Section 106 as a basis for public involvement.
5. Should a member of the public object in writing to implementation of the Agreement's terms, FEMA will notify the other Signatories in writing and take the objection into consideration. FEMA shall consult with the objecting party and, if that party so requests, the other Signatories, for not more than thirty (30) days. In reaching its decision regarding the objection, FEMA shall take into consideration all comments from these parties. Within fifteen (15) days after closure of this consultation period, FEMA shall provide the other parties with its final decision in writing.

D. Timeframes and Communications

1. All time designations shall be in calendar days unless otherwise stipulated. If any Signatory does not object to FEMA's finding or determination related to an Undertaking within an agreed upon timeframe, FEMA may proceed to the next step in the consultation process as described in Stipulation II, Project Review.
2. Due to the varied nature of Undertakings, the individual response times to FEMA's requests for comment/concurrence will vary. These response times are contingent upon FEMA ensuring that its findings and determinations are made by Qualified staff and supported by documentation as required by 36 CFR § 800.11(d) and 36 CFR § 800.11(e), and consistent with FEMA guidance.
 - a. For Emergency Undertakings as outlined in Stipulation II.B, Expedited Review of Emergency Undertakings, the SHPO shall respond to any FEMA request for comments within three (3) days after receipt, unless FEMA determines the nature of the emergency action warrants a shorter time period.
 - b. For Undertakings associated with the Individual Assistance (IA) and Public Assistance (PA) programs, the response time for each request for concurrence shall be a maximum of fifteen (15) days, or in accordance with temporary timelines established by FEMA on a Declaration by Declaration basis.
 - c. For the Hazard Mitigation Grant Program (HMGP) and all non-disaster programs, the response time for each request for concurrence shall be a maximum of thirty (30) days.

3. The consulting parties may send and accept official notices, comments, requests for further information and documentation, and other communications required by this Agreement by e-mail.

II. PROJECT REVIEW

A. Programmatic Allowances

1. If FEMA determines an Undertaking conforms to one or more allowances in Appendix B of this Agreement, FEMA shall complete the Section 106 review process by documenting this determination in the project file, without SHPO review or notification.
2. If the Undertaking involves a National Historic Landmark (NHL) (<http://www.nps.gov/nhl/find/statelist/pr/PR.pdf>), FEMA shall notify the SHPO and the NPS NHL Program Manager of the NPS Southeast Regional Office (Atlanta Federal Center, 1924 Building, 100 Alabama Street SW, Atlanta, GA 30303. Phone: 404-507-5792; FAX: 404-562-3202 Email: SER_NHL@nps.gov.) that the Undertaking conforms to one or more allowances. FEMA shall provide information about the proposed scope of work for the Undertaking and the allowance(s) enabling FEMA's determination.
3. If FEMA determines any portion of an Undertaking's scope of work does not conform to one or more allowances listed in Appendix B, FEMA shall conduct expedited or standard Section 106 review, as appropriate, for the entire Undertaking in accordance with Stipulation II.B, Expedited Review for Emergency Undertakings, or Stipulation II.C, Standard Project Review.
4. Allowances may be revised and new allowances may be added to this Agreement in accordance with Stipulation IV.A.3, Amendments.

B. Expedited Review for Emergency Undertakings

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

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

2. Conduct Expedited Reviews

- a. If the emergency Undertaking is an immediate rescue and salvage operation conducted in response to an event to preserve life and property, FEMA has no Section 106 consultation responsibilities in accordance with 36 CFR § 800.12(d); or
- b. If the emergency Undertaking meets one or more of the Allowances in Appendix B of this Agreement, FEMA shall complete the Section 106 review process pursuant to Stipulation II.A.1, Programmatic Allowances.
- c. If FEMA determines that the emergency Undertaking would adversely affect a historic property during this expedited review period:
 - i. To the extent practicable, FEMA will propose treatment measures that would address adverse effects during implementation, and request the comments of the SHPO within three (3) days of receipt of this information unless FEMA determines the nature of the emergency warrants a shorter time period.
 - ii. FEMA may provide this information through written requests, telephone conversations, meetings, or electronic media (CD's only). In all cases, FEMA shall clarify that an "expedited review" is being requested for the Undertaking.
 - iii. FEMA shall take into account any timely comments provided by SHPO in making a decision on how to proceed.
 - iv. Should the SHPO not comment within three (3) days, FEMA shall complete Section 106 consultation for the Undertaking based on the available information.
 - v. FEMA shall notify the SHPO of the final decision, indicating how any comments received were considered in reaching that decision.

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

1. Consulting Parties: FEMA shall consider all written requests of individuals and organizations to participate as consulting parties, and consult with the SHPO to identify any other parties that meet the criteria to be consulting parties and invite them to

participate in the Section 106 process. FEMA may invite others to participate as consulting parties as the Section 106 consultation proceeds. FEMA shall invite any individual or organization that will assume a specific role or responsibility outlined in a Memorandum of Agreement (MOA) or Programmatic Agreement to participate as an invited signatory to the agreement.

2. Area of Potential Effects:

- a. For standing structures or buildings not adjacent to or located within the boundaries of a National Register listed or eligible district, Qualified staff may define the (Area of Potential Effect (APE) as the individual structure or building when the proposed Undertaking is limited to its repair or rehabilitation (as defined in 36 CFR § 68.2(b)).
- b. For all other Undertakings, Qualified staff shall determine the APE in consultation with the SHPO. FEMA may consider information provided by other parties, such as local governments and the public, when establishing the APE.

3. Identification and Evaluation: Qualified staff shall determine in consultation with the SHPO if the APE contains historic properties, including properties of religious and cultural significance. This may include the review of documentation provided by the Recipient or sub-recipient in coordination with the SHPO.

- a. Level of Effort: FEMA shall make a reasonable and good faith effort to identify historic properties in accordance with 36 CFR § 800.4(b)(1). FEMA may consult with the SHPO to determine the level of effort and methodology necessary to identify and evaluate a variety of historic property types.
- b. National Historic Landmarks: When FEMA identifies an Undertaking with the potential to affect an NHL, FEMA shall contact the NPS NHL Program Manager of the NPS Southeast Regional Office (Atlanta Federal Center, 1924 Building, 100 Alabama Street SW, Atlanta, GA 30303. Phone: 404-507-5792; FAX: 404-562-3202 Email: SER_NHL@nps.gov.) in addition to the SHPO, and other consulting parties. The purpose of this notification is to ensure early coordination for the Undertaking which FEMA later may determine adversely affects the NHL as outlined in Stipulation II.C.8.
- c. Determinations of Eligibility: FEMA shall review or determine National Register eligibility based on identification and evaluation efforts and consult with SHPO and other consulting parties regarding these determinations. Should the SHPO or another consulting party disagree with the determination of eligibility, FEMA shall either:
 - i. Elect to consult further with the objecting party until the objection is resolved;
 - ii. Treat the property as eligible for the National Register; or

- iii. Obtain a determination of eligibility from the Keeper of the National Register in accordance with 36 CFR § 63.2(d)-(e) and 36 CFR § 800.4(c)(2).
4. Findings of No Historic Properties Affected: FEMA shall make a finding of “no historic properties affected” under the following circumstances:
- a. If no historic properties are present in the APE; or
 - b. The Undertaking is designed to avoid effects to historic properties; or
 - c. The Undertaking does not affect the character defining features of a historic property.
 - d. FEMA shall notify the SHPO and any other consulting parties of this finding and provide supporting documentation in accordance with 36 CFR § 800.11(d). Unless the SHPO objects to the finding within the applicable timeframe outlined in Stipulation I.D, Timeframes and Communications, the Section 106 review of the Undertaking will have concluded.
 - e. If the SHPO objects to a finding of “no historic properties affected,” FEMA shall consult with the SHPO to resolve the disagreement.
 - i. If the objection is resolved, FEMA either may proceed with the Undertaking in accordance with the resolution or reconsider effects on the historic property by applying the criteria of adverse effect pursuant to Stipulation II.C.5, Application of the Criteria of Adverse Effect, below.
 - ii. If FEMA is unable to resolve the disagreement, it will forward the finding and supporting documentation to the ACHP and request that the ACHP review FEMA’s finding in accordance with 36 CFR § 800.4(d)(1)(iv)(A) through 36 CFR § 800.4(d)(1)(iv)(C). FEMA shall consider the ACHP’s recommendation in making its final determination. If FEMA’s final determination is to reaffirm its “no historic properties affected” finding, the Section 106 review of the Undertaking will have concluded. Otherwise, FEMA will proceed to Stipulation II.C.5., below.
5. Application of the Criteria of Adverse Effect: If FEMA finds an Undertaking may affect historic properties in the APE, FEMA shall apply the criteria of adverse effect to historic properties within the APE(s), taking into account the views of the consulting parties and the public concerning effects in accordance with 36 CFR § 800.5(a).
- a. If FEMA determines that an Undertaking does not meet the adverse effect criteria, FEMA shall propose a finding of “no adverse effect” in accordance with 36 CFR § 800.5(b).

- i. FEMA shall notify the SHPO, and all other consulting parties of its finding and provide supporting documentation pursuant to 36 CFR §800.11(e).
 - ii. Unless a consulting party objects within the applicable timeframe outlined in Stipulation I.D, Timeframes and Communications, FEMA will proceed with its “no adverse effect” determination and conclude the Section 106 review.
 - iii. If a consulting party objects to a finding of “no adverse effect,” FEMA will consult with the objecting party to resolve the disagreement.
 - 1) If the objection is resolved, FEMA shall proceed with the Undertaking in accordance with the resolution, or;
 - 2) If the objection cannot be resolved, FEMA shall request that the ACHP review the findings in accordance with 36 CFR § 800.5(c)(3)(i)-(ii) and submit the required supporting documentation. FEMA shall consider the ACHP’s comments in making its final determination.
 - b. If FEMA finds the Undertaking may adversely affect historic properties, FEMA shall request through the Recipient that the sub-recipient revise the scope of work to substantially conform to the *Standards* for standing structures or buildings, or avoid or minimize adverse effects for National Register listed or eligible historic properties.
 - i. If the sub-recipient modifies the scope of work to avoid the adverse effect(s), FEMA shall notify the SHPO and all other consulting parties, and provide supporting documentation. Unless a consulting party makes a timely objection in accordance with the applicable timeframe outlined in Stipulation I.D, Timeframes and Communications, FEMA shall proceed with its “no adverse effect” determination, including any conditions, and conclude the Section 106 review.
 - ii. If an Undertaking is not modified to avoid the adverse effect(s), FEMA shall initiate consultation to resolve the adverse effect(s) in accordance with Stipulation II.C.6, Resolution of Adverse Effects.
6. Resolution of Adverse Effects: If FEMA determines that an Undertaking may adversely affect a historic property, it shall resolve the effect(s) of the Undertaking in consultation with the SHPO, Recipient, sub-recipient, the ACHP, if participating, and other consulting parties, by one of the following methods depending upon the severity of the adverse effect(s) as well as determination of the historic property’s significance on a local, state or national level. When FEMA determines an Undertaking will adversely affect an NHL, FEMA shall notify and invite the Secretary and ACHP to participate in consultation in accordance with 36 CFR § 800.10. When the ACHP participates in

consultation related to an NHL, the ACHP shall report the outcome of the consultation to the Secretary and the FEMA Administrator.

- a. **Abbreviated Consultation Process:** After taking into consideration the significance of the historic properties affected, the severity of the adverse effect(s) and avoidance or minimization of the adverse effect(s), FEMA may propose in writing to the consulting parties to resolve the adverse effect(s) of the Undertaking through the application of one or more Treatment Measures outlined in Appendix F as negotiated with the SHPO and other consulting parties. The use of these Treatment Measures shall not require the execution of an MOA or Programmatic Agreement.
 - i. In consultation with the SHPO and other consulting parties, FEMA shall propose in writing the implementation of a specific Treatment Measure, or combination of Treatment Measures, with the intent of expediting the resolution of adverse effects, and provide documentation as required by 36 CFR § 800.11(e) and subject to the confidentiality provisions of 36 CFR § 800.11(c)). Unless a consulting party or the ACHP objects within fifteen (15) days of receipt of FEMA's proposal, FEMA shall proceed with the implementation of the Treatment Measure(s) and will conclude the Section 106 review.
 - ii. If any of the consulting parties or the ACHP objects within the fifteen (15) day review and comment period to the resolution of adverse effects through the application of the Abbreviated Consultation Process, FEMA shall resolve the adverse effect(s) using procedures outlined below in Stipulation II.C.6(b), MOA or Stipulation II.C.6.(c), Programmatic Agreement.
 - iii. Because funding and implementation details of Treatment Measures for specific Undertakings may vary by program, FEMA shall provide written notice to the consulting parties within sixty (60) days of the completion of the Treatment Measure(s). This written notice will serve as confirmation that the Treatment Measure(s) for a specific Undertaking have been implemented. FEMA also shall include information pertaining to the completion of Treatment Measures in the annual report pursuant to Stipulation I.B.1.d, FEMA Roles and Responsibilities.
- b. **Memorandum of Agreement:** FEMA shall provide the ACHP with an adverse effect notice in accordance with 36 CFR § 800.6(a)(1) if it has not already provided such under the Abbreviated Consultation Process of this Agreement, if a consulting party or the ACHP objects in accordance with Stipulation II.C.6(a)(ii), or if FEMA in consultation with the SHPO and other consulting parties has determined that an MOA would be more appropriate to resolve the adverse effect(s). In consultation with the SHPO and other consulting parties, including the ACHP (if participating), FEMA shall develop an MOA in accordance with 36 CFR § 800.6(c) to agree upon treatment measures to avoid, minimize, and/or mitigate adverse effect(s) on historic properties. The MOA may also include treatment measures that serve an equal or

greater public benefit in promoting the preservation of historic properties in lieu of more traditional treatment measures.

- c. Programmatic Agreement: Should the execution of an MOA be inappropriate given the similar nature of effects on historic properties, the inability to determine effects prior to approval of an Undertaking, or where other circumstances warrant, FEMA, shall consult with the SHPO and the ACHP, if participating, and any other consulting parties to develop a Programmatic Agreement in accordance with 36 CFR § 800.14(b) and identify programmatic conditions or treatment measures to govern the resolution of potential or anticipated adverse effects from certain complex project situations for an Undertaking or for multiple but similar Undertakings by a single sub-recipient.
- d. Objections: Should any signatory or consulting party object within the timeframes established by this Agreement to any plans, specifications, or actions taken pursuant to resolving an adverse effect, FEMA shall consult further with the objecting party to seek resolution. If FEMA determines the objection cannot be resolved, FEMA shall address the objection in accordance with Stipulation IV.B, Dispute Resolution.

III. OTHER CONSIDERATIONS

- A. Changes to an Approved Scope of Work: The Recipient shall notify FEMA and shall require a sub-recipient to notify it immediately when a sub-recipient proposes changes to an approved scope of work for an Undertaking.
 1. If FEMA determines the change meets a Programmatic Allowance or has no effect on the property, FEMA shall approve the change.
 2. If the change can be modified to meet a Programmatic Allowance, or conform to any applicable SOI Standards, FEMA shall conclude its Section 106 review responsibilities.
 3. If FEMA determines that the change does not meet an Allowance, FEMA shall initiate consultation pursuant to Stipulation II.C, Standard Project Review.
- B. Unexpected Discoveries, Previously Unidentified Properties, or Unexpected Effects:
 1. Upon notification by a sub-recipient of an unexpected discovery, or if it appears that a Undertaking has affected a previously unidentified property or affected a known historic property in an unanticipated manner, in accordance with Stipulation I.B.3(e), Recipient Roles and Responsibilities, the Recipient shall immediately notify FEMA and require the sub-recipient to:
 - a. Stop construction activities in the vicinity of the discovery.

- b. Take all reasonable measures to avoid or minimize harm to the property until FEMA has completed consultation with the SHPO, and any other consulting parties. Upon notification by the Recipient of a discovery, FEMA shall immediately notify the SHPO, and other consulting parties that may have an interest in the discovery, previously unidentified property or unexpected effects, and consult to evaluate the discovery for National Register eligibility and/or the effects of the Undertaking on historic properties.
- c. If human remains are discovered, notify the local law enforcement office and coroner/medical examiner in accordance with applicable Commonwealth statute(s), and protect the remains from any harm. Notify the SHPO within twenty-four (24) hours of identifying human remains.
- d. Assist FEMA in completing the following actions, as required:
 - i. FEMA shall consult with the SHPO and other consulting parties in accordance with the consultation process outlined in Stipulation II, Project Review, to develop a mutually agreeable action plan with timeframes to identify the discovery or previously unidentified property, take into account the effect(s) of the Undertaking, resolve adverse effect(s) if necessary, and ensure compliance with applicable Federal, State, and local statutes.
 - ii. FEMA shall coordinate with the Recipient and the sub-recipient regarding any needed modification to the scope of work for the Undertaking necessary to implement recommendations of the consultation and facilitate proceeding with the Undertaking.
 - iii. In cases where discovered human remains are determined to be native to Puerto Rico, FEMA shall follow the guidelines outlined in the ACHP's *Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects* (2007) and any state-specific policies that may be in force.

C. Curation

1. FEMA and the Recipient shall ensure that recovered artifacts and related documentation are curated in a suitable repository as agreed to by FEMA and SHPO, following applicable federal guidelines (36 CFR Part 79).
2. When an Undertaking will adversely affect a National Register listed or eligible archaeological site, FEMA may treat the adverse effect by providing for the recovery of significant information through archaeological data recovery. FEMA shall consult with the SHPO and other consulting parties to prepare a research design (data recovery plan), including a specific plan for curation. This plan will incorporate any relevant curation provisions contained in ACHP's "*Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites*" published in the Federal Register (64 Federal Register 27085-27087 (May 18, 1999)), or other provisions agreed

to by the consulting parties. No excavation should be initiated before FEMA acceptance and approval of the curation plan.

- a. As stipulated in the curation plan, artifacts, as well as field and laboratory records sufficient to document the collection, shall be curated at a facility that meets the standards of, and in accordance with the provisions of 36 CFR Part 79, “Curation of Federally Owned and Administered Archaeological Collections,” and applicable State requirements.

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

1. In accordance with Section 110(k) of the NHPA, FEMA shall not grant assistance to a sub-recipient who, with intent to avoid the requirements of this Agreement or Section 106 of the NHPA, has intentionally significantly and adversely affected a historic property to which the assistance would relate, or having legal power to prevent it, allowed an adverse effect to occur. However, if after consultation with the SHPO and ACHP, FEMA determines that extraordinary circumstances justify granting assistance despite the adverse effect created or permitted by the sub-recipient, FEMA shall complete consultation for the Undertaking pursuant to the terms of this Agreement.
2. FEMA shall specifically advise the Recipient and shall require that the Recipient advise its sub-recipient in writing that they may jeopardize Federal funding if work is performed without all required local, State, and Federal licenses, permits, and/or approvals, including the completion of the Section 106 process. FEMA also shall document this requirement in its Record of Environmental Consideration, as applicable, as well as all project approval documents specifying the project scope and limits, and containing all conditions and caveats.
3. In circumstances where FEMA determines a sub-recipient has initiated an Undertaking without willful intent to avoid the requirements of this Agreement or Section 106 of NHPA, FEMA shall proceed as follows:
 - a. Determine if the Undertaking is of a type for which FEMA has no further Section 106 responsibilities, namely:
 - i. An Undertaking listed in Stipulation I.A.7; or
 - ii. An immediate rescue and salvage operation in accordance with 36 CFR § 800.12(d); or
 - iii. A Programmatic Allowance as described under Stipulation II.A.
 - b. In any such cases listed in Stipulation III.D.3.a., above, FEMA shall document this determination in the project files, and consider the Undertaking Section 106 compliant.

- c. If FEMA determines the Undertaking would have required Section 106 review, FEMA shall coordinate with the SHPO to determine if consultation is feasible.
 - i. If after coordination with the SHPO, FEMA determines that consultation is feasible, FEMA shall review the Undertaking in accordance with Stipulation II.C, Standard Project Review.
 - ii. If after coordination with the SHPO, FEMA determines that review is infeasible, FEMA shall document the outcome to the Section 106 review process, and the applicable FEMA program shall take the outcome into account before making a decision whether to fund the Undertaking. FEMA shall provide written notification of its funding decision to the Recipient, SHPO and ACHP.
4. FEMA shall ensure that all Undertakings considered for after the fact review in accordance with this stipulation are included in the annual report.

IV. IMPLEMENTATION OF AGREEMENT

A. Amendments

1. If any Signatory determines that an amendment to the terms of this Agreement must be made, the Signatories shall consult for no more than thirty (30) days to seek amendment of the Agreement.
2. An amendment to this Agreement, exclusive of the appendices, shall be effective only when it has been signed by all the Signatories.
3. Appendix A (FEMA Program Summaries), Appendix B (Programmatic Allowances), Appendix C (Criteria for Identification of Collapsed Structures), Appendix D (Private Property Debris Removal Program Process), Appendix E (Low Impact Debris Removal Stipulation), and Appendix F (Treatment Measures) may be amended at the request of FEMA or another Signatory in the following manner:
 - a. FEMA, on its own behalf or on behalf of another Signatory, shall notify the other Signatories of the intent to modify the current Appendix or Appendices and shall provide the Signatories a draft of the updated Appendix or Appendices.
 - b. If no other Signatory objects in writing within thirty (30) days of receipt of FEMA's proposed modification, FEMA shall date and sign the amended Appendix and provide a copy of the amended Appendix to the other Signatories. Such an amendment shall go into effect on the date FEMA transmits the amendment to the other Signatories.

B. Dispute Resolution

1. Should any Signatory object in writing to the terms of this Agreement, FEMA shall consult with the objecting party for not more than thirty (30) days to resolve the objection.
2. If the objection is resolved within thirty (30) days, FEMA shall proceed in accordance with the resolution.
3. If FEMA determines within thirty (30) days that the objection cannot be resolved, FEMA shall forward to ACHP all documentation relevant to the objection, including FEMA's proposed resolution. Within thirty (30) days of receipt, ACHP will:
 - a. Concur in FEMA's proposed resolution; or
 - b. Provide FEMA with recommendations, which FEMA shall take into account in reaching a final decision regarding the objection; or
 - c. Notify FEMA that the objection will be referred for comment in accordance with 36 CFR § 800.7(a)(4), and proceed to do so.
4. FEMA shall take into account any ACHP recommendations or comments, and any comments from the other Signatories, in reaching a final decision regarding the objection. FEMA shall provide in writing to the ACHP and Signatories a summary of its final decision before authorizing any disputed action to proceed. The Signatories shall continue to implement all other terms of this Agreement that are not subject to objection.
5. Should ACHP not respond within thirty (30) days, FEMA may assume ACHP has no comment and proceed with its proposed resolution to the objection after providing the ACHP and Signatories a written summary of its final decision.

C. Severability and Termination

1. In the event any provision of this Agreement is deemed by a Federal court to be contrary to, or in violation of, any applicable existing law or regulation of the United States of America, only the conflicting provision(s) shall be deemed null and void, and the remaining provisions of the Agreement shall remain in effect.
2. FEMA, the SHPO, ACHP, or Recipient may terminate this Agreement by providing thirty (30) days written notice to the other Signatories, provided that the Signatories consult during this period to seek amendments or other actions that would prevent termination. If this Agreement is terminated, FEMA shall comply with Section 106 through other applicable means pursuant to 36 CFR Part 800. Upon such determination, FEMA shall provide all other Signatories and the ACHP with written notice of the termination of this Agreement.

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

D. Duration and Extension

1. This Agreement shall remain in effect from the date of execution for a period not to exceed seven (7) years unless otherwise extended pursuant to Stipulation IV.D.2 below, or terminated pursuant to Stipulation IV.C.2 or IV.C.3, Severability and Termination. The Agreement shall remain in effect for Declarations made prior to expiration of the Agreement in order to minimize delays in delivery of FEMA assistance.
2. The Signatories may collectively agree to extend this Agreement to cover additional calendar years, or portions thereof, through an amendment per Stipulation IV.A., provided that the original Agreement has not expired.

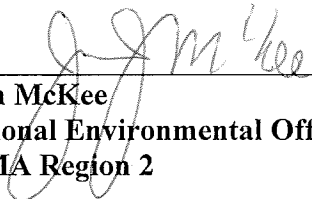
E. Execution and Implementation

1. This Agreement may be executed in counterparts, with a separate page for each Signatory, and shall become effective on the date of the final signature of FEMA and the SHPO.
2. FEMA shall ensure that each Signatory is provided with a complete copy of the Agreement, including an original set of signatures.
4. Execution and implementation of this Agreement evidence that FEMA has afforded ACHP a reasonable opportunity to comment on FEMA's administration of all referenced Programs, and that FEMA has satisfied its Section 106 responsibilities for all individual Undertakings of its referenced Programs.


**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER,
AND THE PUERTO RICO EMERGENCY MANAGEMENT AGENCY**

SIGNATORY PARTY

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: 
John McKee
Regional Environmental Officer
FEMA Region 2

Date: 22 MAY 2018

By: 
Thomas Von Essen
Regional Administrator
FEMA Region II

Date: 31 MAY 2018

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER,
AND THE PUERTO RICO EMERGENCY MANAGEMENT AGENCY**

SIGNATORY PARTY

PUERTO RICO STATE HISTORIC PRESERVATION OFFICER


By: 
Carlos Rubio Cancela
State Historic Preservation Officer

Date: *April 19, 2018*

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER,
AND THE PUERTO RICO EMERGENCY MANAGEMENT AGENCY**

SIGNATORY PARTY

PUERTO RICO EMERGENCY MANAGEMENT AGENCY

By: 

Carlos Acevedo
Deputy Director
Puerto Rico Emergency Management Agency

Date: 9/5/18

Appendix A

FEMA Program Summaries

Disaster Response and Recovery Programs

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

Public Assistance Program (PA)

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

Individual Assistance Programs (IA)

These programs help to ensure that individuals and families that have been affected by disasters have access to the full range of FEMA assistance including: crisis counseling (Section 416), disaster legal services (Section 415), essential assistance (Section 403), emergency sheltering assistance (Section 403), transportation (Section 419), funeral services, minor home repairs (Section 408), and temporary housing assistance (Section 408). It should be noted that other Federal agencies provide disaster assistance programs, services, and activities to individuals as well, including the U.S. Small Business Administration, U.S. Department of Agriculture, and U.S. Department of Labor, but these other assistance programs are not subject to the terms of this Agreement.

Fire Management Assistance Grant Program (FMAG)

The FMAG is available to State, Tribal, and local governments for the mitigation, management, and control of fires on publicly or privately owned lands. Eligible costs may include expenses for field camps, equipment use, repair and replacement, materials and supplies, and mobilization and demobilization activities.

Hazard Mitigation Grant Program (HMGP)

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

Non-Disaster Programs

Pre-Disaster Mitigation Program (PDM)

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

Flood Mitigation Assistance Program (FMA)

The FMA program provides grants to States, Territories, Tribal entities, and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP).

Assistance to Firefighters Grant Program

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

Homeland Security Grant Program (HSGP)

The HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP is comprised of three interconnected grant programs including (1) the State Homeland Security Program (SHSP), (2) the Urban Areas Security Initiative (UASI) and the Operation Stonegarden (OPSG). Together, these grant programs and other future projects that may be included under the HSGP fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

State Homeland Security Program (SHSP)

This core assistance program provides funds to build capabilities at the state and local levels and to implement the goals and objectives included in state homeland security strategies and initiatives in the State Preparedness Report.

Urban Areas Security Initiative (UASI) Program

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

Metropolitan Medical Response System (MMRS) Program

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. Successful MMRS recipients reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate community involvement in emergency preparedness, planning, mitigation, response and recovery.

State Homeland Security Program Tribal (SHSP Tribal)

To provide supplemental funding to directly eligible tribes to help strengthen the nation against risks associated with potential terrorist attacks. Pursuant to the 9/11 Act, “a directly eligible tribe

applying for a grant under section 2004 [SHSP] shall designate an individual to serve as a tribal liaison with [DHS] and other Federal, state, local, and regional government officials concerning preventing, preparing for, protecting against and responding to acts of terrorism.”

Nonprofit Security Grant Program (NSGP)

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

Operation Stonegarden (OPSG)

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

Transit Security Grant Program (TSGP)

The TSGP provides grant funding to the nation’s key high-threat urban areas to enhance security measures for their critical transit infrastructure including bus, ferry and rail systems.

Freight Rail Security Grant Program (FRSGP)

The FRSGP funds security training for frontline employees, the completion of vulnerability assessments, the development of security plans within the freight rail industry and GPS tracking systems for railroad cars transporting toxic inhalation materials.

Intercity Passenger Rail (Amtrak)

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

Port Security Grant Program (PSGP)

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

Intercity Bus Security Grant Program (IBSGP)

The IBSGP provides funding to create a sustainable program for the protection of intercity bus systems and the traveling public from terrorism. The program seeks to assist operators of fixed-route intercity and charter bus services in obtaining the resources required to support security measures such as enhanced planning, facility security upgrades and vehicle and driver protection.

Trucking Security Program (TSP)

TSP funding will be awarded to eligible sub-recipients to implement security improvement measures and policies deemed valuable by DHS as indicated in the *Security Action Items*

publication of June 26, 2008. These items are primarily focused on the purchase and installation or enhancement of equipment and systems related to tractor and trailer tracking systems. Additionally, the TSP will provide funding to develop a system for DHS to monitor, collect and analyze tracking information; and develop plans to improve the effectiveness of transportation and distribution of supplies and commodities during catastrophic events.

Buffer Zone Protection Program (BZPP)

The BZPP provides funding to increase the preparedness capabilities of jurisdictions responsible for the safety and security of communities surrounding high-priority pre-designated Tier 1 and Tier 2 critical infrastructure and key resource (CIKR) assets, including chemical facilities, financial institutions, nuclear and electric power plants, dams, stadiums and other high-risk/high-consequence facilities, through allowable planning and equipment acquisition.

Emergency Management Performance Grants (EMPG)

The purpose of the EMPG program is to assist State and local governments in enhancing and sustaining all-hazards emergency management capabilities.

Emergency Operations Center (EOC) Grant Program

The EOC grant program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, and interoperable Emergency Operations Centers (EOCs) with a focus on addressing identified deficiencies and needs. This program provides funding for construction or renovation of a State, local, or tribal governments' principal EOC. Fully capable emergency operations facilities at the State and local levels are an essential element of a comprehensive national emergency management system and are necessary to ensure continuity of operations and continuity of government in major disasters caused by any hazard.

Driver's License Security Grant Program

The purpose of the Driver's License Security Grant Program is to prevent terrorism, reduce fraud, and improve the reliability and accuracy of personal identification documents that States and territories issue.

Integrated Public Alert and Warning System (IPAWS)

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

Appendix B

Programmatic Allowances

This list of Programmatic Allowances enumerates FEMA funded activities that based on FEMA experience have no or minimal effect on historic properties if implemented as specified in this Appendix and will not require review by the SHPO.

The Programmatic Allowances consist of two tiers – First Tier and Second Tier. Staff may apply First Tier allowances whether or not they meet professional historic preservation qualification standards, while only staff meeting the applicable SOI Professional Qualifications Standards in accordance with Stipulation I.B(1)(a) of this Agreement may apply Second Tier allowances.

When referenced in the Programmatic Allowances, “in-kind” shall mean that it is either the same or a similar material, and the result shall match all physical and visual aspects, including form, color, and workmanship. When severity of deterioration requires replacement of a character-defining feature, the new feature will match the old in design, color, texture and, where possible, materials. *“Character-defining” refers to all those visual aspects and physical features that comprise the appearance of every historic building. Character-defining elements include the overall shape of the building, its materials, craftsmanship, decorative details, interior spaces and features, as well as the various aspects of its site and environment.*¹ The in-kind repair provided for in both First and Second Tier allowances in Appendix B should be limited to pre-existing architectural features and physical components of buildings and structures.

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

Specifically, disturbed ground is defined for purposes of this document as the modification of natural landscapes or landforms through removal of natural soils through ground-disturbing activities such as cuts, grading and excavation and/or the deposition of non-native soils or materials to existing or original ground surface such as fill. In the case of the deposition of fill, disturbance is only considered for the depth of the fill layer. Intact soils could exist underneath the fill layer. Note that activities such as agricultural plowing and disking is not considered disturbance. In addition, in some areas, particular historic urban areas, construction activities associated with early utilities, creation of roadways and or parking lots, may constitute a “disturbed” context but may be of historic significance and will need to be evaluated. Therefore, context is important. Guides to assist in identifying prior disturbed ground may come from the following: historic maps, soil borings, soil reports, utility records, pavement core records, etc.

¹ Nelson, Lee H. *Architectural Character – Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving their Character*, Preservation Brief 17, Department of the Interior, September 1988.

Soil disturbance can be established through cultural resource surveys, site inspections, or construction drawings that clearly depict the depth of prior ground disturbance. Examples of activities that would create disturbed soil horizons include: the installation of culverts, foundations, and below ground utilities; excavation for footings; and the construction of dams, bridge abutments, and other structures.

Soil disturbance under a parking lot or road is limited to the depth of prior construction. Soils beneath the depth of prior construction may be undisturbed. Undisturbed soils may exist under areas where additional material (e.g. soil or gravel) has been placed in order to raise land surface (e.g. road beds, railroad alignments, and building paths). The addition of soil may not constitute significant disturbed ground beyond the added soil layer.

I. First Tier Allowances

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

1. Debris Removal

- a. Debris removal and collection, including removal of uprooted trees, limbs and branches from public rights of way and public areas and areas as well as the transport and disposal of such waste to existing licensed waste facilities or landfills. This includes the temporary establishment and expansion of non-hazardous debris staging, reduction, and disposal areas at licensed transfer stations, or existing hard-topped or graveled surfaces (e.g. parking lots, roads, athletic courts) but not the creation of new or temporary access roads. This does not include partially uproot trees in archeologically sensitive areas such as cemeteries, battlegrounds, historic landscapes, historic parks, and historic districts.
- b. Removal of debris from private property provided that buildings are not affected, ground disturbance is minimal and in-ground elements, such as driveways, walkways or swimming pools are left in place.
- c. Chipping and disposal of woody debris by broadcasting within existing rights-of-way.
- d. Sediment removal from man-made drainage facilities, including retention/detention basins, ponds, ditches, and canals, in order to restore the facility to its pre-disaster condition. The sediment may be used to repair eroded banks or disposed of at an existing licensed or permitted spoil site.
- e. Dewatering flooded developed areas by pumping.

2. Temporary Structures and Housing

- a. Staging, installation and removal of temporary structures for use as school classrooms, offices, or temporary shelters for essential public service agencies, such as police, fire, rescue and medical care, as well as temporary housing for disaster personnel and survivors at the following types of locations:
 - i. Single units on private residential sites when all utilities are installed above ground or tie into pre-existing utility lines.
 - ii. Existing RV/Mobile Home Parks and campgrounds with pre-existing utility hookups;
 - iii. Paved areas, such as parking lots and paved areas at such facilities as conference centers, shopping malls, airports, industrial port facilities business parks, and military bases when all utilities are installed above ground or tie into pre-existing utility lines.
 - iv. Sites that have been previously prepared for planned construction, such as land being developed for public housing, office buildings, city parks, ball fields, schools, etc. when all utilities are installed above-ground or tie into pre-existing utility lines.
 - v. Areas previously filled to depths of at least six feet so that subsurface utilities can be installed.
- b. Temporary repair to single-family, residential properties to ensure safe shelter with access to essential electrical supply, solar panels, HVAC, hot water, natural gas and potable water, and protection from elements such as weatherproofing, and securing broken doors and windows. Temporary repairs must be reversible.

3. Recreation and Landscaping

- a. Installation of temporary removable barriers.
- b. In-kind repairs, installation, or replacement, and minor upgrades/mitigation of bollards and associated protective barriers when in previously disturbed areas.
- c. Repair or replacement of existing driveways, parking areas and walkways with materials of similar appearance in a manner that does not disturb historic landscape materials or features.

4. Borrow material

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

B. BUILDINGS AND STRUCTURES

1. Repair in-kind of buildings and structures less than 45 years old.
2. Removal of water, soil, muck or mud by physical or mechanical means.
3. Installation of exterior security features and early warning devices on existing light poles or other permanent utilities.
4. Installation of grab bars in buildings less than 45 years old as required for compliance with the Americans with Disabilities Act (ADA). This allowance applies only to the actual installation; any other work that may be required to allow for the installation of grab bars are not covered under this allowance.
5. Dry vacuuming for mold removal.
6. Repair of existing wheelchair ramps.

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

1. Roads and Roadways
 - a. Paving and repair of roads to pre-disaster geometric design standards and conditions using in-kind materials, shoulders medians, clearances, curbs, and side slopes. This allowance does not include improvement to existing roadways and appurtenances.
 - b. Repair and replacement of metal and concrete culverts no greater than 42” in diameter, with no headwalls or concrete headwalls, when culverts are returned to predisaster size and location. This allowance does not allow for upgrades.
 - c. Construction of temporary emergency access roads in previously disturbed soils to allow for passage of emergency vehicles.
 - d. Repairs to road slips and landslides that do not require grading of undisturbed soils on the up-hill side of the slip.
 - e. Re-establishment, armoring and/or upgrading of existing roadway ditches.

- f. In-kind repair or replacement of traffic control devices such as traffic signs and signals, delineators, pavement markings, traffic surveillance systems.
- g. Installation and removal of temporary traffic control devices, including pre-formed concrete barriers and fencings.
- h. In-kind repair or replacement of roadway safety elements such as barriers, guardrails, and impact-attenuation devices. In the case of guardrails, the addition of safety end treatments is permitted.
- i. Replacement of vehicles.

2. Airports

- a. In-kind repair or replacement of existing runway surfaces and features (e.g. asphalt, concrete, gravel, and dirt) and associated air transportation safety components and systems (e.g. lighting bars, beacons, signage and weather sensors).

3. Rail Systems

- a. In-kind repair or replacement of safety components.
- b. In-kind repair or replacement of existing track system and passenger loading areas.

D. FEES AND SERVICES

- 1. Reimbursement of a sub-recipient's insurance deductible, not to exceed \$2,500.

II. Second Tier Allowances

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

1. Footings, Foundations, Retaining Walls, Slopes, and Slope Stabilization Systems

- a. In-kind repair, replacement, reinforcement and minor hardening of footings, foundations, retaining walls, slopes, riprap, and slope stabilization systems (e.g., gabion baskets, crib walls, soldier pile and lag walls) if related ground disturbing activities are within the boundary of previously disturbed soils.
- b. Installation of perimeter drainage (e.g. French drains) when performed in previously disturbed soils.

2. Recreation and Landscaping

- a. In-kind repairs or replacement, and minor upgrades to recreational facilities and features (e.g. playgrounds, campgrounds, fire pits, dump stations and utility hook-ups, swimming pools, athletic fields and signage, batting cages, basketball courts, swing sets, pathways, simple wooden/wire stream crossings).
- b. In-kind repair, replacements, and minor upgrades to landscaping elements (e.g., fencing, security gates, free standing walls, paving, existing parking lots, parking meters, planters, irrigation systems, lighting elements, signs, flag poles, ramps, steps).

3. Piers, Docks, Boardwalks, Boat Ramps, and Dune Crossovers

- a. In-kind repair and replacement and minor upgrades to existing piers, docks, boardwalks, boat ramps, boarding bridges, gate arms (and associated features) and dune crossovers in areas of previously disturbed soils.

4. Cemeteries

- a. Removal of woody debris such as branches and limbs, from cemeteries, provided that heavy equipment and other machinery are not operated or staged on areas potentially containing human remains.

B. BUILDINGS AND STRUCTURES

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

- a. Retrofit of buildings and structures less than 45 years old, unless the property is of exceptional importance under National Register criterion consideration "G" of 36 CFR § 60.4.
- b. In-kind repair and replacement of floors, walls, stairs, ceilings, and/or trim, lighting and/or built-in appurtenances (e.g., bookcases and auditorium seating). The allowance does not apply to decorative finishes, including murals, glazed paint, gold leaf, or ornamental plaster.
- c. Replacement of damaged vinyl or linoleum floor tile or rolls (including floor tile containing asbestos) with contemporary floor tile of the same dimension and thickness, and similar texture or pattern.
- d. Painting and surface preparation provided color and finish are matched to pre-existing finish, and the coating and preparation is limited to material repaired or replaced or immediately adjacent thereto.

- e. Interior cleaning of surfaces using a weak solution of household bleach and water solutions. The allowance applies to interior finishes, including plaster and wallboard, provided the cleaning is restricted to damaged areas and does not affect adjacent materials.
- f. Use of portable de-humidification systems provided no changes are made to character-defining features (specifically for mold remediation).
- g. Non-destructive or concealed testing for hazardous materials (e.g., lead paint, asbestos) or for assessment of hidden damages.
- h. Installation of interior handicapped accessibility provided that the installation does not affect character defining features.
- i. The removal of asbestos tiles (floor, ceilings, or walls) and replacement with materials of similar appearance.

2. Building Contents

- a. Repair or replacement of building contents including furniture, movable partitions, computers, cabinetry, supplies, and equipment and any other moveable items which are not character defining features of a historic property.

3. Utilities and Mechanical, Electrical, and Security Systems

- a. In-kind repair or replacement, or limited upgrading of interior or exterior utility systems, including mechanical (e.g., heating, ventilation, air conditioning), electrical, and plumbing systems (water tanks, freshwater and drainage). This allowance does not provide for the installation of new exposed ductwork.
- b. Elevation of heating, ventilation, and air conditioning system (HVAC) and mechanical equipment as long as it is placed or located where it is not visible from the street.
- c. Installation or replacement of interior fire detection, fire suppression, or security alarm systems. The allowance does not apply to surface mounted wiring, conduits, piping, etc., unless previously existing, provided that installation of the system hardware does not damage or cause the removal of character-defining architectural features and can be easily removed in the future.
- d. Installation of building communication and surveillance security systems, such as cameras, closed-circuit television, lighting, alarm systems, and public address systems, provided that installation of the system hardware does not damage or cause the removal of character defining architectural features and can be easily removed in the future.

- e. Installation of exterior security features and early warning devices on existing light poles or other permanent utilities. New wiring will be sub-surface to the greatest extent possible or, where exposed, will be enclosed in conduit that is painted to match the existing surface.
- f. Installation of building access security devices, such as card readers, enhanced locks, door alarms, and security scanners (e.g., metal detectors), provided the device does not damage or cause the removal of character-defining architectural features and can be removed in the future without impacts to significant architectural features.
- g. Installation of mechanical equipment within existing mechanical closets, chases, and unfinished attics or basements when ducts are not visible in occupied spaces of the building and access to the ducts does not require demolition of walls or ceilings in occupied spaces of the building.

4. Windows and Doors

- a. In-kind repair of damaged or severely deteriorated windows and window frames, shutters, storm shutters (use models already reviewed by SHPO), doors and door frames, and associated hardware, where profiles, elevations, details and materials match those of the originals.
- b. In-kind replacement of window panes. Clear plate, double, laminated or triple insulating glazing can be used, provided it does not result in altering the existing window material, tint, form, muntin profiles, or number of divided lights. This allowance does not apply to the replacement of intact decorative glass.
- c. Replacement of windows and doors, where the existing windows and doors are beyond repair. Replacement windows and doors must match the appearance, size, design, materials, proportions, and profiles of the existing windows/doors. In order to ensure the proposed windows/doors meet the Standards, detailed dimensional drawings of both the existing and any proposed windows/doors, showing them in relationship to the wall assembly, must be reviewed.
- d. Replacement of exterior, utilitarian, non-character-defining metal doors and frames leading into non character-defining spaces with metal blast resistant doors and frames.
- d. Installation or application of safety and/or security window film on **existing** window panes, provided that it does not result in altering the existing tint or appearance of the pane. This allowance does not apply to the application of film on existing intact or decorative glass.

- e. Installation of interior storm windows or doors, exterior storm or wood screen doors, on residential buildings, in a manner that does not harm or obscure the historic windows or trim.
5. Exterior Walls, Cornices, Porches, and Foundations
- a. In-kind repainting of surfaces, provided that destructive surface preparation treatments are not used, such as water blasting, sandblasting, power sanding and chemical cleaning.
 - b. In-kind repair of walls, porches, foundations, columns, cornices, siding, balustrades, stairs, dormers, brackets, trim, lighting, and their ancillary components or in-kind replacement of severely deteriorated or missing or lost features, as long as the replacement pieces match the original in detail and material. Any ground disturbance will be limited to previously disturbed soils.
 - c. In-kind repair or replacement of signs or awnings.
 - d. Installation of temporary stabilization bracing or shoring, provided such work does not result in additional damage, significant loss of historic fabric, or irreversible alteration, and does not affect known archaeological sites or features or is located in an area with high potential for significant archaeological sites.
 - e. Anchoring of walls to floor systems, provided the anchors are embedded and concealed from exterior view.
 - f. In-kind repair of concrete and masonry walls, columns, parapets, chimneys, or cornices or limited in-kind replacement of damaged components including comparable brick, and mortar that matches the color, strength, content, rake, and joint width.
 - g. Bracing and reinforcing of walls, chimneys and fireplaces, provided the bracing and reinforcing are either concealed from exterior view or reversible in the future.
 - h. Strengthening of foundations and the addition of foundation bolts, provided that visible new work is in-kind, including mortar that matches the color, content, strength, rake, and joint width where occurring.
 - i. Repairs to and in-kind replacement of elements of curtain wall assemblies or exterior cladding that is hung on the building structure, usually from floor to floor, and when the color, size reflectivity, materials, and visual patterns are unaltered.

6. Roofing

- a. Installation of scaffolding, polyethylene sheeting, or tarps, provided such work will not result in additional damage or irreversible alterations to character defining features or significant loss of historic fabric.
- b. In-kind repair, replacement, or strengthening of roofing, rafters, fascia, soffits, gutters, verge boards, leader boxes, downspouts, or other damaged roof system components.
- c. Repairs to flat roof cladding, including changes in roofing materials, where the repairs are not highly visible from the ground level.

7. Weatherproofing and Insulation

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

8. Structural Retrofits

- a. The installation of the following retrofits/upgrades, provided that such upgrades are not visible on the exterior: attic bracing, cross bracing on pier and post foundations; fasteners; collar ties; gussets; tie downs; strapping and anchoring of mechanical, electrical, and plumbing equipment; concealed anchoring of furniture; installation of plywood diaphragms beneath first floor joists, above top floor ceiling rafters, and on roofs; and automatic gas shut off valves.
- b. Replacement, repair or installation of lightning rods.
- c. Earthquake bracing used on refrigerators and against-the-wall shelving in schools and other public buildings.

9. Demolition and Reconstruction

- a. Activities related to the demolition and/or reconstruction of buildings or structures provided proposed activities substantially conform to the original footprint. Activities will follow the **Criteria for a Collapsed Structure/Building Demolition Stipulations in Appendix C** and the **Low Impact Debris Removal Stipulations in Appendix E**, and/or are performed in previously disturbed soils (including staging areas) as identified by an SOI-qualified archaeologist, and:

- 1) The proposed undertaking is located within a designated “green area” from a prior agreed-upon joint survey. A “green area” is defined as an area that has been formally determined to contain no above ground historic properties in accordance with 36 CFR § 800.4 (d) (1) and is not located within or adjacent to a historic district listed in or eligible for listing in the National Register; or
- 2) The building/structure subject to demolition or reconstruction was formally determined not eligible for listing in the National Register within the past (10) years and is not located within or adjacent to a historic district listed in or eligible for listing in the National Register.
- 3) Any demolition and/or reconstruction occurring within or adjacent to a historic district listed in or eligible for listing in the National Register shall be reviewed in accordance with Stipulation II.C, Standard Project Review of this Agreement.

10. Americans with Disabilities Act (ADA) Compliance

- a. Installation of new wheelchair ramp on the front or other entrance of a structure visible from a public right-of-way, in a manner that does not remove, compromise or damage the existing historic materials or features and would be completely reversible without damage to historic fabric. This Allowance only applies to residential structures.
- b. Installation of new wheelchair ramp on side or rear entrance of a structure, when not visible from any public right-of-way. This Allowance only applies to residential structures.
- c. Installation of grab bars and other small-scale interior modifications required for compliance with the Americans with Disabilities Act (ADA). This does not include relocation or demolition of interior walls or modification of openings on interior and exterior walls.

11. Safe Rooms

- a. Installation of individual safe rooms within the property limits of a residence where the installation would occur within the existing building or structure or in previously disturbed soils.

12. Flood Proofing on Secondary Façades

- a. Activities related to flood proofing and minor upgrades on secondary façades. A secondary façade is an elevation that does not face a public thoroughfare, mews or court and that does not possess historically significant architectural features. Minor upgrades include replacement of exterior utilitarian, non-character-defining doors or windows with new doors or windows, the addition of new elements (such as storm

panels or flood panels) to exterior doors or windows, and the installation of metal grating at basement window wells.

13. Previously Determined Ineligible

- a. Repair or retrofit of buildings/structures that have been previously determined ineligible for listing in the National Register within the last five (5) years.

C. TRANSPORTATION FACILITIES, when proposed activities substantially conform to the original footprint and/or performed in previously disturbed soils, including the area where the activity is staged.

1. Roads and Roadways

- a. Repair of roads to pre-disaster geometric design standards and conditions using in-kind materials, shoulders, medians, clearances, curbs, and side slopes. This allowance permits minor improvement to meet current code and standards or hazard mitigation measures, such as those designed to harden exposed surfaces, including the application of gravel armoring to side slopes and ditches.
- b. In-kind repair to historic paving materials for roads and walkways.
- c. In-kind repair or replacement, or minor upgrade of culvert systems and arches beneath roads or within associated drainage systems, including provision of headwalls, riprap and any modest increase in capacity for the purposes of hazard mitigation or to meet current codes and standards, provided that the work substantially conforms to the existing footprint, or falls within the footprint of the washed out location, and does not involve an increase in roadway width. For stone or brick culverts or arches beneath roadways, this allowance only applies to in-kind repair.
- d. In-kind repair or replacement of road lighting systems, including period lighting fixture styles.
- e. In-kind repair or replacement of road appurtenances such as curbs, berms, fences, parking lots, storm drains, catch basins, fire hydrants and sidewalks.
- f. Stabilization of hazardous slopes within transportation rights-of-way. Stabilization methods include the installation of retaining walls and systems such as gabion baskets, crib walls, and soldier pile and lag walls. Work will not exceed the limits of the previously disturbed rights-of-way and will not take place within the APE of any historic property listed or eligible for listing in the National Register. This allowance does not apply to any work in historic districts listed or eligible for listing in the National Register.

2. Bridges

- a. Installation of a temporary (Bailey-type) bridge at a previously disturbed location, such as a former bridge location, to allow passage of emergency vehicles.
- b. In-kind repair or replacement of bridges and bridge components (e.g. abutments, wing walls, piers, decks, and fenders) in previously disturbed soils.

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

1. General

- a. In-kind repair or replacement, or minor upgrading, small scale realignment, and elevation of utilities and associated features and structures within previously disturbed soils of rights-of-way or utility corridors.
- b. Installation of new utilities and associated features within existing rights-of-way.
- c. Directional boring of new/replacement service lines and related appurtenances involving boring or trenching for silt fencing within previously disturbed soils of rights-of-way or utility corridors.
- d. In-kind repair or replacement, or minor upgrade of water towers provided activities take place within previously disturbed soils. Ground-level facilities may be added or expanded in previously disturbed areas. This allowance does not apply to masonry water towers.
- e. Temporary storage of supplies and equipment (poles, cables spools, pedestals, etc.) where no ground disturbance will occur; this does not include construction of temporary access routes.
- f. Repair in-kind or replacement of metal utilitarian structures to house or protect utilities, such as pump houses and electrical transformer houses, as well as related elements, such as oil tanks and exposed pipelines, except when located within a historic district.
- g. Repair or replacement of utility lines (e.g. sewer, gas, and water) located within the property boundary of the structure, when performed in previously disturbed soils.
- h. Repair or replacement of septic tanks, drain fields, and well pumps in previously disturbed soils.

2. Generators and Utilities

- a. In-kind repair or replacement, or minor upgrades, elevation, and/or installation of generators, HVAC systems, and similar equipment provided that activities occur within previously disturbed soils and/or any roof mounted equipment is not visible from the ground level.
- b. Underground cable replacements of any length when the replacement cable is placed within three feet of the same trench as an existing or failed cable except when in proximity (one-hundred (100) meters or three-hundred (300) feet) to a known archeological site.
- c. Replacement of power poles in pre-existing locations is allowed including increase in the pole diameter. Relocation or construction of new poles are allowed in (1) urban or suburban settings between the edge of roadway and the sidewalk, and (2) rural settings along roadway shoulders.
- d. New construction of a single pole overhead line is permissible when the auguring, pole placement, and line placement is conducted from within the previously disturbed public or private right-of-ways, or when the lines will not pass within or through any areas known or has the potential to contain human remains, archeological resources, or any other historic properties except when in close proximity (one-hundred (100) meters or three-hundred (300) feet) to a known archaeological site or within the view shed of historic districts listed or eligible for listing on the National Register.
- e. Replacement, relocation or installation of solar panels on the roof of buildings less than forty-five (45) years of age, except when located within a historic district.
- f. Directional boring for replacement or installation of new service lines and related appurtenances, where ground disturbance would involve no greater than ten (10) square foot excavation units for directional boring equipment to be placed. These units would be placed in areas for directional drill to begin and end where needed to complete boring.

3. Communication Equipment/Systems and Towers

- a. Acquisition, installation, or operation of communication and security equipment/systems that use existing distribution systems, facilities, or existing infrastructure right-of-way.
- b. The collocation of communication and security equipment on existing towers and buildings/structures less than forty-five (45) years in age, provided that the work does not increase existing tower height or footprint by more than 10% and occurs within previously disturbed soils.

- c. Enhancement, repair or replacement of existing communication towers and antenna structures provided the work does not increase existing tower height or footprint by more than 10% and occurs within previously disturbed soils.
- d. Installation of new temporary (not to exceed twelve (12) months) communications towers and antenna structures provided that the work occurs does not require modification of buildings/structures forty-five (45) years or older and occurs within previously disturbed soils.
- g. Installation of new communication towers, less than two-hundred (200) feet tall, in previously developed urban complexes when the work does not require modification of buildings/structures forty-five (45) years or older, occurs within previously disturbed soil, and is not within one-half mile of the boundaries of a historic property.
- h. Substantially in-kind repair or replacement of antenna towers.
- i. Ground disturbing activities related to new poles for tsunami warning sirens provided the excavation will only affect previously disturbed soils and there are no properties listed on the National Register of Historic Places within two-hundred and fifty (250) feet of the proposed location.

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

1. Canal Systems

- a. In-kind repairs or replacement to canal systems and associated elements.

2. Bulkheads, Breakwaters, Seawalls, Revetments, and Berms

- a. In-kind repair or replacement of bulkheads, breakwaters, seawalls, and revetments, provided the work occurs in previously disturbed soils.

3. Dams, Levees, Locks, and Floodwalls

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

4. Fish Hatcheries

- a. In-kind repair or replacement of fish hatcheries and fish ladders.
5. Waste-Water Treatment Lagoon Systems
- a. In-kind repair or replacement, or minor upgrades of waste-water treatment lagoon systems.
6. Outfall Systems
- a. In-kind repair, replacement, or minor upgrades to outfall pipes along beaches or inland waterways.

Appendix C

Criteria for Identification of Collapsed Structures

The following criteria for determining whether a structure is collapsed will be applied by FEMA to support identification of buildings eligible for the Private Property Debris Removal (PPDR) program. Any structure/building that meets one or more of the identified criteria below is considered to lack integrity and will not be considered eligible for listing in the National Register of Historic Places:

- The structure is collapsed forming a pile of debris and rubble, or rubble has already been removed from property (Unable to identify as a structure/building).
- The structure has been displaced from its original block/lot parcel.
- The structure is certified as an imminent threat, structurally unstable and unsafe for human habitation by building code officials in the municipality (decreed by municipal ordinance).
- The structure demonstrates the following characteristics listed below (porches should not be considered).
 - Minimally wracked or canted. Wracked or canted is defined as “moved by forces in multiple dimensions which have distorted what was a rectangular shape into a parallelogram; twisted, not merely shifted or tilted”.
 - Missing two or more full elevations and/or stories (second or third floor).

Appendix D

Private Property Debris Removal Program Process

The following process for PPDR will be followed by FEMA to ensure that only buildings meeting program eligibility will be reviewed for compliance with Section 106.

- Local building authorities will be responsible for submitting properties to FEMA for inclusion in the PPDR program. Each property must be declared to be an imminent threat; that it, it must pose a life-safety issue or be in imminent danger of collapsing and causing damage to an adjacent property.
- The local building authority must submit five photographs of each property, including one of each elevation and one of the streetscape.
- Accurate GPS coordinates will be submitted for each property.
- Public Assistance (Program) will review each application (including photos) to ensure that each program meets program eligibility.
- Only properties that the Program has reviewed and found eligible will be submitted to EHP for review.

- Demolition will not include removal of slabs or driveways.
- The contractor will be required to test for asbestos and to abate the nuisance appropriately.
- Properties in the PPDR program will be reviewed by a team composed of a SHPO staff member and a FEMA historic preservation specialist who meets the Secretary of the Interior’s Professional Qualifications.

Appendix E

Low Impact Debris Removal Stipulations

Desktop Review: Prior to any soil disturbing activities all properties will be reviewed in order to identify known historic properties and archaeologically sensitive areas.

Low Impact Debris Removal Stipulations (LIDRS) will be applied as a Best Management Practice to protect potential archaeological resources.

1. General Approach to Minimize Impact to Soil:

- a. When using heavy equipment, work from hard or firm surfaces to the fullest extent possible, to avoid sinking into soft soils.
- b. The sub-recipient will, to the fullest extent possible, ensure that its contractors minimize soil disturbance when operating heavy equipment on wet soils (6 inches or less).
- c. Excavation and burial of debris on-site is not permitted.

2. Activity-Specific Guidelines:

a. *Woody Debris Removal (including Rootballs)*

The sub-recipient will ensure to the fullest extent possible that all prior Public Assistance Program guidance regarding woody debris removal is followed.

b. *Filling Voids*

Any voids which require filling because they are a “health and safety issue” will be filled with suitable fill from an approved source.

c. *Surface Grading and Site Clean-Up*

The sub-recipient will ensure to the fullest extent possible that its contractor limits site grading to within six (6) inches of the existing surface elevation (e.g., sidewalk level, driveway level, slab level, etc.).

d. *If the building or structure has been destroyed by the event and there are remaining structural features or utilities that require removal, then:*

- 1) Utility lines will be disconnected and capped. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way will be required to cap these service lines.
- 2) Shearing off of utilities or other structure features is strongly encouraged so that further soil disturbance is minimized.

e. *Demolition: If the building or structure has been destroyed by the event and there are remaining structural features that require removal, then the following applies for the removal of the features listed below:*

1) *Foundation Removal*

The sub-recipient will ensure, to the fullest extent possible, that the contractors will limit excavation to within two (2) feet of the foundation perimeter and will not excavate more than six (6) inches below the depth of the foundation to minimize soil disturbance.

2) *Slab/Driveway/Sidewalk Removal*

The sub-recipient will ensure, to the fullest extent possible, that the contractor will limit excavation to within one (1) foot of the slab/driveway/sidewalk perimeter and will not excavate more than six (6) inches below the depth of the asphalt/concrete to minimize soil disturbance.

3) *Oil Tank Relocation/Removal*

- a) The sub-recipient will ensure, to the fullest extent possible, that approved methods will be used in locating an underground oil tank. Approved methods include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- b) The sub-recipient will inform landowners, to the fullest extent possible, of best practice guidelines for oil tank removal and will ensure that they are made aware of state regulations for contamination remediation. Best practices for tank removal would be to use smaller machines with approximately two (2) foot wide buckets for excavation to reduce potential soil disturbance.

4) *Septic Tanks*

- a) The sub-recipient will ensure, to the fullest extent possible, that fill required by the decommissioning of septic tanks is from an approved, established borrow source.

- b) Utility lines will be disconnected and capped. In cases where there are no shut-off valves, limited excavation within the utility right-of-way will be required to cap these service lines.
- c) Shearing off of utility lines at the ground surface is strongly encouraged so that further soil disturbance is minimized.

3. Treatment of Unanticipated Discoveries

a. *Archaeological Materials/Human Remains*

- 1) If debris removal activities disturb archaeological artifacts (e.g. old bricks, ceramic pieces, historic bottle glass or cans, coins, beads, stones in the form of tools, pieces of crude clay pottery, etc.), archaeological features (e.g. grave markers, house foundations, cisterns, etc.), or human remains, the sub-recipient will ensure, to the fullest extent possible, that the Contractor immediately stops work in the vicinity of the discovery and takes all reasonable measures to avoid or minimize harm to the finds. In such cases, the sub-recipient will immediately inform SHPO and FEMA (also in accordance with state guidelines, the local law enforcement medical examiner for human remains) of the discovery for further guidance. The sub-recipient will ensure that the Contractor does not proceed with work in the area of concern until FEMA staff has completed consultation with the SHPO and other interested parties, as necessary.
 - 2) To ensure compliance with all applicable state and local laws, and permission from all appropriate parties is obtained to remove remains, the sub-recipient is responsible to determine appropriate legal measures under Puerto Rico law.
4. FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with LIDRS. Failure to comply with these stipulations may jeopardize the sub-recipient's receipt of federal funding.
5. FEMA and the SHPO have agreed that the sub-recipient is responsible for ensuring that their demolition Contractor adheres to these work restrictions for FEMA-funded undertakings.

Appendix F

Treatment Measures

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

If Undertakings may or will result in adverse effects, FEMA, the Recipient, sub-recipient, and SHPO, may develop a treatment measure plan that includes one or more of the following Treatment Measures, depending on the nature of historic properties affected and the severity of adverse effects.

A. Recordation

1. Digital Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a digital photography package prepared by staff or contractors meeting the Secretary's Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate. The digital photography package will meet the standards cited in the NPS' *National Register of Historic Places Photographic Policy May 2013* or subsequent revisions (<http://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm>).
 - a. The digital photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. However, interior photographs will only be subject to this if a request for access is approved by the property owner and/or lessee. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.
 - a. The digital photography package shall include printed color copies of the digital photographs (on appropriate paper, per *NPS Photographic Policy*), a CD/DVD of the digital photographs, a completed state architectural inventory form, and a written site history of the historic property.
 - d. The designated responsible party shall submit the digital photography package to the SHPO, or review and approval. Once approved by the SHPO the designated responsible party shall submit a copy of the approved documentation to a state or local historical society, archive, and/or library for permanent retention.
2. 35mm Black and White Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a 35 mm film black

and white film photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.

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

inch negatives in acid free sleeves, a completed state architectural inventory form, and a written site history of the historic property.

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

B. Public Interpretation

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

C. Historical Context Statements and Narratives

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

D. Oral History Documentation

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

E. Historic Property Inventory

Prior to project implementation, FEMA, the Recipient, and sub-recipient shall work with the SHPO to establish the appropriate level of effort to accomplish a historic property inventory. Efforts may be directed toward the resurvey of previously designated historic properties and/or districts which have undergone change or lack sufficient documentation, or the survey of new historic properties and/or districts that lack formal designation. Once the boundaries of the survey area have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO through the data collection process. The designated responsible party shall use SHPO standards for the survey of historic properties and SHPO forms as appropriate. The designated responsible party shall prepare a draft inventory report, according to SHPO templates and guidelines, and work with the SHPO until a final property inventory is approved. The designated responsible party shall use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

F. National Register and National Historic Landmark Nominations

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

G. Geo-References of Historic Maps and Aerial Photographs

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