

**Programmatic Agreement**  
between the  
**Arizona Department of Housing**  
and the  
**Arizona State Historic Preservation Office**  
regarding  
**Weatherization Assistance Program**

**Whereas**, the United States Department of Energy (DOE) administers the following financial assistance program: The *Weatherization Assistance Program* (WAP) for Low-Income Persons under Title IV of the Energy Conservation and Production Act herein referred to as the “Program”; and

**Whereas**, by memorandum dated August 28, 2009, DOE delegated certain tasks necessary for compliance with Section 106 of the NHPA to grantees and sub grantees of funding from the Programs (Recipients); and

**Whereas**, according to the August 28, 2009 memorandum, the Recipients are authorized, to initiate Section 106 compliance in accordance with 36 CFR 800.2 (c)(4); and

**Whereas**, the proposed actions qualify the Project as a federal undertaking subject to the provisions of section 106 of the National Historic Preservation Act; and

**Whereas**, pursuant to 24 CFR Part 58 the Arizona Department of Housing (ADOH) is the responsible entity for compliance with Section 106 on behalf of DOE; and

**Whereas**, the State Historic Preservation Office (SHPO) assists Federal Agencies and their agents in fulfilling their Section 106 responsibilities pursuant to 36 CFR Part 800; and

**Whereas**, the Area of Potential Effects (APE) encompass multiple sites throughout the State of Arizona, and areas that have not been surveyed to identify historic properties;

**Now Therefore**, ADOH and SHPO agree, in order to avoid adverse effects on any historic properties, ADOH will assure that the contracts with sub-grantees require that the projects within the WAP will be conducted in accordance with the following stipulations:

### **I. Conditional Rehabilitation Actions and Conditions:**

ADOH will insure, and confirm in an annual report to SHPO, that the projects and activities are limited to the Actions and Conditions of Implementation listed below in consideration of the projects goals and concerns for the protection of historic properties:

#### **1. Weatherization Assistance Program (WAP) Rehabilitation Actions:**

- a. Envelop air sealing
- b. Duct sealing
- c. Replacement of the duct system
- d. Repair or replacement of windows and doors
- e. Repair, service and replacement to HVAC equipment
- f. Repair, service and replacement of evaporative coolers
- g. Repair, service and replacement of water heaters
- h. Repair, service and replacement of gas stoves
- i. Installation of insulation
- j. Installation of storm windows, shade screen and awnings
- k. Efficient lighting products
- l. Refrigerators
- m. Reflective roof coating on mobile homes
- n. Installation of combustion air to minimum code requirement
- o. Installation of fresh air ventilation to meet minimum ventilation requirements
- p. Installation of return air paths

#### **2. Weatherization Assistance Program (WAP) Condition of Implementation:**

- a. Replacement windows and doors will match in material, size; and, closely approximate the design configuration of the existing.
- b. Re-roofing material will match the existing in material and scale.
- c. Replacement HVAC and evaporative coolers will be in the same location as that removed.
- d. Replacement duct systems will be in the same location as that removed.
- e. Provided that matching materials neither feasible nor prudent, pursuant to the economic objectives of the project, substitute material should closely approximate the design and appearance of the existing.

### **III. Duration**

This Agreement shall remain in effect, unless amended or terminated, for a period of five years from the date of execution this Agreement, at which time this Agreement is null and void unless the parties agree to an extension.

### **IV. Termination**

This Agreement may be terminated by providing 30-calendar-days' written notice, to the other party, provided the parties consult during that period to seek agreement on amendments which would avoid termination.

**V. Failure to Carry Out Terms of the Agreement**

In the event ADOH fails to carry out the terms of the agreement, ADOH shall comply with CFR Part 800 for each and every WAP Project activity as a separate and discrete undertaking.

**VI. State of Arizona Contracting Requirements**

**A. Equal opportunity/nondiscrimination**

The parties agree to comply with Chapter 9, title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Orders 75-5 and 99-4, and any other Federal or State Laws relating to equal opportunity and nondiscrimination, including the Americans with Disabilities Act.

**B. Conflict of Interest**

This Agreement is subject to cancellation by the State under A.R.S. §38-511 if any person significantly involved in the Agreement, on behalf of the State, is an employee or consultant of the contractor at any time while the Agreement or any extension of the Agreement is in effect.

**C. Non-availability of Funds**

This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State and Federal parties to expenditures in excess of funds appropriated and allocated for the purposes outlined in this Agreement.

**D. Records**

The parties agree this Agreement does not involve the furnishing of goods, equipment, labor, materials, or services to the State of Arizona or any of its agencies, boards, commissions, or departments; and therefore A.R.S. §35-214 and §35-215 do not apply.

**E. Arbitration**

The parties agree to utilize any arbitration required under applicable court rules.

**Arizona Department of Housing**

By: Andrew Rael Date: 3-1-16  
Andrew Rael, Assistant Deputy Director of Programs, ADOH Certifying Officer

**Arizona State Historic Preservation Officer**

By: James Garrison Date: 3/7/16  
James Garrison, SHPO