

**PROGRAMMATIC AGREEMENT
BY AND AMONG
THE CITY OF SOUTH SAN FRANCISCO,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING PROPERTIES AFFECTED BY THE USE
OF COMMUNITY DEVELOPMENT BLOCK GRANTS
RENTAL REHABILITATION FUNDS AND THE
HOME PROGRAM**

WHEREAS, The City of South San Francisco, hereinafter referred to as the CITY, proposes to administer and fund projects and programs in the City of South San Francisco, California with monies from the Community Development Block Grant program (CDBG) of the Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974; the Rental Rehabilitation Block Grant program of HUD under Section 17 of the U.S. Housing Act of 1937; the HOME program; and any other programs delegated to the City of South San Francisco pursuant to 24 CFR Part 58; and

WHEREAS, the CITY sponsors several rehabilitation programs with CDBG funding; the Residential Rehabilitation Program; the Downtown Commercial Rehabilitation Program; and the Senior Home Repair Program. Additionally, the CITY funds two non-profit agencies to provide minor home repair services. The House Helpers Program, of Neighborhood Services Center, conducts energy audits and installs weatherization measures, performing minor repairs as required. The Center for Independence of the Disabled provides accessibility modifications to the disabled and frail elderly; and

WHEREAS, CITY has determined that the administration of these projects and programs may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (historic properties) and has consulted with the California State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR 800.13 of the regulations implementing Section 106 of the National Historic Preservation Act (16.U.S.C. 470F);

NOW, THEREFORE, CITY, the SHPO, and the Council agree that the programs shall be administered in accordance with the following stipulations to satisfy the CITY'S Section 106 responsibilities for all individual undertakings of the programs involving rehabilitation.

Stipulations

The City of South San Francisco shall ensure that the following measures are carried out:

I. APPLICABILITY OF AGREEMENT

CITY shall comply with the stipulations set forth in this Agreement for all undertakings within the City of South San Francisco which involve the exterior or interior rehabilitation of residential and commercial structures and is assisted entirely or in part by monies from the programs of the U.S. Department of Housing and Urban Development listed above. The review established by this Agreement shall be completed prior to CITY's final approval of any application for assistance under these programs, and prior to CITY or the property owner altering the property, or initiating or making an irrevocable commitment for construction that may affect a property that is fifty (50) years of age or older. Any undertaking that does not qualify for review under the terms of this Agreement shall be reviewed in accordance with the procedures outlined in 36 CFR Part 800.

II. UNDERTAKING NOT REQUIRING REVIEW BY THE SHPO OR THE COUNCIL

- A. Undertakings not requiring review by the SHPO or the Council are enumerated in Attachment "A". An undertaking consisting of activities enumerated in Attachment "A" as well as activities not listed in Attachment "A" shall be reviewed pursuant to the terms of this Agreement. An undertaking, unless exempt from review under the provisions of Stipulation II.B. below, which is exempted from review under Attachment "A" nevertheless will be designed to be in conformity with the California State Historic Building Code, [State of California, Title 24, Building Standards, Part 8 (SHBC)].
- B. Undertakings affecting only properties that are less than fifty (50) years of age do not require review pursuant to the terms of this Agreement.
- C. Undertakings which are limited to the rehabilitation of interior spaces within single family residential structures where such work will not be visible from the exterior of the structure do not require review pursuant to the terms of this Agreement.

III. AREA OF POTENTIAL EFFECTS

It is agreed for purposes of this Agreement, with the exception of Stipulation V.B., that the Area of Potential Effects (APE) will be limited to the individual building when a proposed

project is limited to the rehabilitation of its existing interior or exterior features.

IV. IDENTIFICATION OF HISTORIC PROPERTIES

- A. CITY shall review all existing information on any property within the APE that may be affected by the use of these funds, including the National Register of Historic Places and lists of historic properties maintained by the City of South San Francisco.
1. If the property proposed for rehabilitation is listed on the National Register or has already been determined eligible for inclusion in the National Register, CITY shall proceed with the review of the project pursuant to Stipulation V., unless exempted under Stipulation II.
 2. If the property has been determined by CITY, in written consultation with the SHPO, within the last five (5) years prior to the current undertaking to be ineligible for inclusion in the National Register, then the undertaking may proceed without further review under the terms of this Agreement.
- B. If the property proposed for rehabilitation is not listed in the National Register, has not been evaluated for National Register eligibility within the last five (5) years, and is at least 50 years of age, then CITY shall submit the documentation required pursuant to 36 CFR 800.4 plus a completed California Historic Resources Inventory form (DPR523) to the SHPO for review, included in Attachment "B" to this Agreement. Other information may be required by the SHPO if necessary. CITY shall apply the National Register criteria and notify the SHPO of its determination in this submittal.
1. If the SHPO agrees with the CITY that a property is eligible under the criteria, the property shall be considered eligible for the National Register for purposes of this Agreement, and shall hereinafter be referred to as a historic property. The CITY shall continue consultation in accordance with the terms of this Agreement for all such properties.
 2. If the SHPO agrees with CITY that the criteria are not met, the property shall be considered ineligible for inclusion in the National Register for a period of five (5) years from the date of the SHPO's review. Such properties need not be reevaluated during this five (5) year period, unless a party to this Agreement notified CITY in writing that it has determined that changing perceptions of significance warrants a

property's reevaluation. Such properties require no further review under this Agreement.

3. If the SHPO disagrees with CITY's determination regarding eligibility, CITY shall consult further with the SHPO to reach agreement. If agreement cannot be reached, CITY shall obtain a final determination from the Secretary of the Interior pursuant to the applicable National Park Service regulations, 36 CFR Part 63.

V. ASSESSMENT OF EFFECTS

- A. Prior to undertaking any activities that are not exempt under Stipulation II, CITY shall provide the SHPO with clear, unobstructed photographs of the historic property and a general work description which adequately details the scope of work for each rehabilitation project that may affect a historic property, including work write-ups, working drawings, and specifications, as appropriate, and any additional documentation necessary to understand the undertaking. The CITY shall ensure that the SHBC will be employed in all rehabilitation projects. The CITY shall apply the Criteria of Effect and Adverse Effect (36 CFR 800.9) to any historic property that may be affected by an undertaking, and will review the scope of work to determine if the undertaking conforms to the SHBC as well as the recommended approach contained in The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Standards).
 1. If the CITY determines that an undertaking will have no effect, the CITY shall notify the SHPO in writing of this finding. If the SHPO does not object to this written notice with fifteen (15) days, the undertaking may proceed without further review.
 2. If the CITY determines that an undertaking conforms to the Standards and complies with the SHBC, CITY shall notify the SHPO in writing of this finding. If the SHPO does not object in writing to this determination within thirty (30) days after receipt, the undertaking shall be considered to not adversely effect historic properties, and may proceed as submitted without further review.
 3. If the CITY or the SHPO finds that an undertaking does not conform to the Standards or comply with the SHBC, the undertaking will be considered to adversely affect historic properties. The SHPO may recommend modifications to the scope of work or conditions under which the undertaking would be found to conform to the Standards and the SHBC in its response to CITY. CITY

shall consult further with the SHPO to seek ways to avoid, minimize, or mitigate the adverse effect. If all adverse effects cannot be avoided, the CITY shall initiate consultation with the SHPO and Council in accordance with 36 CFR 800.5.

4. The CITY shall notify the SHPO of any changes to the scope of work, and shall provide the SHPO with the opportunity to review and approve such changes. If the changes do not conform to the Standards or comply with the SHBC, the parties shall consult further and the CITY will initiate consultation with the SHPO and Council in accordance with 36 CFR 800.5(e) if an adverse effect cannot be avoided.
 5. The CITY shall provide completion photographs on each rehabilitation project to the SHPO and shall retain documentation of the rehabilitation, including the work write-ups and photographs as part of its permanent records.
- B. Additionally, the CITY shall consult in writing with the SHPO to determine if an undertaking which includes ground disturbing activities has the potential to affect archaeological properties that may be eligible for inclusion in the National Register. CITY shall investigate historical records and pertinent information available at the Anthropology Department of Sonoma State University, and shall complete any further studies recommended by the SHPO to determine if the undertaking has the potential to affect archeological properties that may be eligible for inclusion in the National Register. It is agreed that the following ground disturbing activities have potential to affect historic properties: excavation for footings and foundations; installation of utilities such as sewer, water, storm drains, electrical, gas, leach lines, and septic tanks except where installation is restricted to areas previously disturbed by the installation of such systems.
1. If an undertaking has the potential to affect any archeological property that may be eligible for inclusion in the national Register, CITY shall redesign the project to avoid the archeological property and shall provide the SHPO with documentation regarding the property and the steps it has taken to avoid such property.
 2. If the undertaking cannot be redesigned to avoid the archeological property, CITY shall develop a plan in consultation with the SHPO to complete the identification, evaluation, and, if necessary, mitigation of the property. If CITY and the SHPO cannot agree that the potential to affect

archeological properties exists or cannot agree on a plan for the consideration of such properties, CITY will initiate consultation with the SHPO and Council in accordance with 36 CFR 800.5(e).

VI. COMBINED REVIEWS OF ELIGIBILITY AND EFFECT

CITY may elect to submit the documentation set out of Stipulations IV. and V. above in one package for the SHPO's review. The SHPO will provide comments on CITY'S determinations of eligibility and effect within thirty (30) days after receipt of such submission. CITY will review any; such comment of the SHPO and refer to the detailed procedures set out in Stipulations IV. and V. to determine if additional review by the SHPO or the Council is required to fulfill the terms of this Agreement.

VII. SHPO RESPONSIBILITIES

- A. The SHPO is permitted thirty (30) calendar days after the receipt of any submitted documentation to review and comment on such material, with the exception of Stipulation V.A.1. If the SHPO does not provide comments within this time period, the CITY may assume that the SHPO does not object to its determination.
- B. The SHPO will provide technical assistance and training on the application of the Standards and the SHBC to the CITY to the extent possible.

VIII. DISCOVERIES AND UNFORESEEN EFFECTS

If, during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or a known historic property may be affected in an unanticipated manner, CITY will assume its responsibilities pursuant to 36 CFR 800.11(b)(2).

IX. REPORTING

CITY shall forward an annual report of all undertakings covered by the terms of this Agreement to the SHPO, Council, and the U.S. Department of Housing and Urban Development, San Francisco Regional Office, Region IX [or State of California, Department of Housing and Community Development]. This report will list the undertakings that were exempted under Stipulation II and those that were reviewed under the terms of this Agreement. The undertakings should be listed by property address.

X. MONITORING

The SHPO and the Council may monitor any activities carried out

pursuant to this Agreement, and the Council will review such activity if requested. CITY will cooperate with the SHPO and the Council in carrying out these monitoring and review responsibilities.

XI. DISPUTE RESOLUTION

If CITY and the SHPO are unable to resolve any disagreement arising under the provisions of this Agreement, CITY shall, unless the dispute relates to the National Register eligibility of any property, forward full documentation regarding the project, the basis for the dispute, and request the comments of the Council in accordance with 36 CFR 800.5(e).

XII. CITY STAFFING

CITY will assign staff to assure that rehabilitation work is carried out in accordance with the specifications and work descriptions provided to the SHPO for review in determining effect, including any project modifications recommended by the SHPO which were adopted by CITY. Such staff will also monitor undertakings limited to work items enumerated in Attachment "A" which are exempted from review by the SHPO to assure that only qualifying work items are properly performed. Responsible CITY staff will certify that work was carried out as planned, and will maintain records for each project which document compliance with the terms of this Agreement.

XIII. AMENDMENTS

Any party to this Agreement may request that it is amended, whereupon the parties will consult in accordance with 36 CFR 800.13 to consider such amendment. No amendment to this Agreement will go into effect without written concurrence of all consulting parties.

XIV. TERMINATION

Any party to this Agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to the termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, CITY will comply with 36 CFR 800.4 - 800.6 with respect to individual undertaking covered by this Agreement.

XV. FAILURE TO COMPLY WITH TERMS OF AGREEMENT

In the event CITY cannot carry out the terms of this Agreement, it shall not take or sanction any action or make any irreversible commitment that would result in an adverse effect to historic properties or would foreclose the Council's

ATTACHMENT A
TO THE CITY OF SOUTH SAN FRANCISCO'S
PROGRAMMATIC AGREEMENT FOR REHABILITATION

Project Activities Not Requiring Review:

1. **Electrical work, limited to upgrading or in-kind replacement;**
2. **Plumbing work, limited to upgrading or in-kind replacement, with the exception of historic fixtures which shall be repaired when possible;**
3. **Installation of mechanical equipment which does not affect the exterior of the building or require installation of new duct work throughout the interior;**
4. **Repainting of existing painted surfaces if destructive surface preparation treatments are not used, including, but not limited to, waterblasting, sandblasting, and chemical removal;**
5. **Repair or partial replacement of porches, cornices, exterior siding, doors, balustrades, stairs, or other trim when the repair or replacement is done in-kind to exactly match existing material and form;**
6. **Replacement of deteriorated windows when the replacement is done in-kind to exactly match the existing material and form;**
7. **Replacement of window panes in-kind or with double or triple glazing so long as glazing is clear and not colored and replacement does not alter existing window material and form;**
8. **Caulking and weatherstripping with compatibly colored materials;**
9. **Roof repair or replacement with materials which exactly match the existing material and form;**
10. **Installation of insulation, with the exception of urea formaldehyde foam insulation or any other thermal insulation with a water content into wall cavities, provided that decorative interior plaster or woodwork or exterior siding is not altered by this work item;**
11. **Installation of fire or smoke detectors;**
12. **Installation of security devices, including dead bolts, door locks, window latches, and door peepholes, and the installation of electronic security systems;**

13. **Repair or replacement of driveways and walkways when work is done in-kind to exactly match existing material and form;**
14. **Repair or replacement of fencing when work is done in-kind to exactly match existing material and form;**
15. **Floor refinishing;**
16. **Repair or replacement of floors when work is done in-kind to exactly match existing material and form;**
17. **Installation of grab bars and minor interior modifications for handicap accessibility;**
18. **Repair or replacement of signs or awnings when work is done in-kind to exactly match existing material and form; and**
19. **Repair or replacement of interior stairs when work is done in-kind to exactly match existing material and form.**
20. **Installation of portable ramps and wedges.**