

## PROGRAMMATIC AGREEMENT

**BETWEEN THE CALIFORNIA DEPARTMENT OF COMMUNITY  
SERVICES AND DEVELOPMENT, THE CALIFORNIA STATE  
HISTORIC PRESERVATION OFFICER, AND  
ECONOMIC AND SOCIAL OPPORTUNITIES, INC.**

**REGARDING LEAD HAZARD CONTROL PROGRAM SERVICES**

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**WHEREAS**, the Department of Community Services and Development (CSD) proposes to fund and administer a Lead Hazard Control Program (LHCP) in the California Counties of Humboldt, Los Angeles, Sacramento, San Bernardino, (Santa Clara) Sutter, and Yuba with monies from the U.S. Department of Housing and Urban Development (HUD) under programs for which environmental review responsibilities have been delegated to CSD by statute and which are subject to regulation under 24 CFR Part 58; and

**WHEREAS**, CSD has determined that the implementation of these programs may affect properties included in or eligible for the National Register of Historic Places (Historic Properties) and has consulted with the California State Historic Preservation Officer (SHPO) pursuant to 36 CFR §800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f; and

**WHEREAS**, the Lead Hazard Control Program funds are allocated from HUD under Grant CALHB0266-04 pursuant to Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992; and

**WHEREAS**, CSD has notified the Advisory Council on Historic Preservation (Council) of the development of this Agreement and the Council has elected not to participate in the consultation; and

**WHEREAS**, Economic and Social Opportunities, Inc., participated in the consultation as the party administering the program for CSD; **NOW, THEREFORE:**

CSD and the California SHPO agree that the program shall be implemented in accordance with the following stipulations in order to take into account the effect of this program on historic properties.

### STIPULATIONS

CSD shall ensure that it or the above-named Lead Hazard Control Services provider carries out the following measures.

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1. APPLICABILITY OF AGREEMENT

CSD shall comply with the stipulations set forth in this Agreement for all undertakings within CSD that involve the Lead Hazard Control Program that are assisted entirely or in part by funds from HUD.

The review established by this Agreement shall be completed prior to CSD's final approval of any application for assistance and prior to CSD's or the property owner's altering the property or initiating or making an irrevocable commitment for construction that may affect a property.

2. DEFINITIONS

- A. For purposes of this Agreement, CSD's definition for the Lead Hazard Control Program shall apply as follows:

Lead Hazard Control Services Program: the act or process of providing Lead Hazard Control (LHC) Services to selected housing units pursuant to Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992, and through funds allocated from Grant CALHB0266-04 as received from the U.S. Department of Housing and Urban Development (HUD) and awarded to the Department of Community Services and Development (State or CSD).

- B. For other definitions applicable to this Agreement, those outlined in Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992, shall apply.

3. UNDERTAKINGS NOT REQUIRING REVIEW UNDER THE TERMS OF THIS AGREEMENT

- A. Projects affecting only existing structures that are less than 50 years old.
- B. Projects that are limited to the lead of interior spaces within single-family or duplex residential structures to be retained in the same use where such work will not be visible from the exterior of the structure.
- C. Project that require only paint stabilization on the exterior of the unit. Pursuant to Title X of the Housing and Community Development Act of 1992, *Guidelines For the Evaluation and Control of Lead-Based Paint Hazards in Housing*, paint film stabilization is defined as follows: The process of wet scraping, priming, and repainting surfaces coated with deteriorated lead-based paint; paint film stabilization includes cleanup and clearance.
- D. Projects consisting exclusively of activities listed in Attachment A do not require review. Projects involving unlisted activities in addition to activities listed in

Attachment A shall be reviewed pursuant to Stipulations 4., Areas of Potential Effects, and 5., Identification of Historic Properties, of this Agreement.

4. AREA OF POTENTIAL EFFECTS

For purposes of this Agreement, it is agreed that the Area of Potential Effects (APE) will be limited to the individual property when a proposed undertaking is limited to the Lead Hazard Control Program of the building's existing interior or exterior features.

5. IDENTIFICATION OF HISTORIC PROPERTIES

- A. CSD 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 (National Register) and properties included in the Historical Resources Inventory maintained by the Santa Clara Information Center.
- 1) If the property proposed for lead hazard work is listed on the National Register, or has already been determined eligible for the National Register, CSD shall proceed with the review of the undertaking pursuant to Stipulation 5., unless exempted under Stipulation 3.
  - 2) If the property has been determined by CSD, in written consultation with 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 lead hazard work 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 old, CSD shall submit the documentation required pursuant to 36 CFR 800.4 including a completed California Historical Resources Inventory form (DPR 523A and 523B) to SHPO for review, included as Attachment B to this Agreement. CSD shall seek information, as appropriate from individuals and organizations likely to have knowledge of, or concerns with, historic properties in the area. SHPO may request other information, if necessary. CSD shall apply the National Register criteria and notify SHPO of its determination in this submittal.
- 1) If SHPO agrees with CSD that a property is eligible under the criteria, the property shall be considered eligible for the National Register for purposes of this Agreement, and it shall hereinafter be referred to as a Historic Property. CSD shall continue consultation in accordance with the terms of this Agreement for all such properties.
  - 2) If SHPO agrees with CSD that the criteria are not met, the property shall be considered ineligible for inclusion in the National Register for the purposes

of this Agreement for a period of five (5) years from the date of SHPO's review. Such properties need not be reevaluated during this five (5) year period, unless a party to this Agreement notifies CSD in writing that it has determined that changing perceptions of significance warrant a property reevaluation. Such properties require no further review under this Agreement.

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

## 6. ASSESSMENT OF EFFECTS

- A. For properties identified as Historic Properties under Stipulation 5. and prior to undertaking any activities that are not exempt under Stipulation 3., CSD shall provide SHPO with clear, unobstructed photographs (no Polaroid photographs) of the Historic Property and a general work description that adequately details the scope of work for each project that may affect a Historic Property, including work write-ups, working drawings, specifications as appropriate, and any additional documentation necessary to understand the undertaking. CSD shall ensure that the California State Historic Building Code (SHBC) shall be employed in all lead projects involving Historic Properties. CSD shall ensure that The Secretary of the Interior's Standards for the Treatment of Historic Properties ("Standards") will be employed in all lead projects. In accordance with 24 CFR 35.115(a) (13), the SHPO requests that, where abatement of lead-based paint hazards or lead-based paint on the exterior of an historic property is required by HUD regulations, interim controls be used instead when cost-effective abatement treatments are not compatible with the Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards). The Standards may be found at <http://www.cr.nps.gov/hps/tps/secstan1.htm>). CSD shall apply the Criteria of Adverse Effect, 36 CFR §800.5, in consultation with the SHPO to any Historic Property that may be affected by a project, and CSD shall review the scope of work to determine if the project conforms to the recommended approach contained in the Standards.
- B. If CSD determines that a project conforms to the Standards and complies with the SHBC, CSD may notify the SHPO in writing of this finding. If the SHPO does not object in writing to this determination within thirty (30) days, the undertaking shall be considered to have "no adverse effect" on Historic Properties and may proceed as submitted without further review.
- C. If CSD or the SHPO finds that a project does not conform to the Standards, the undertaking will be considered to have an "adverse effect" on Historic Properties. The SHPO may recommend modifications to the scope of work or conditions under

which the project would be found to conform to the Standards in its response to CSD. If CSD accepts the recommended modifications, the undertaking will be considered having "no adverse effect" on the Historic Property and may proceed as modified without further review. If the modifications recommended are not accepted, then CSD shall consult further with the SHPO to seek ways to avoid, minimize, or mitigate the adverse effect. If all adverse effects cannot be avoided, CSD shall consult further to minimize or mitigate the adverse effects in accordance with 36 CFR §800.6(b)(1).

- D. CSD shall notify the SHPO of any changes to an approved scope of work, other than activities exempt under Stipulation 3., and shall provide the SHPO with the opportunity to review and approve such changes. If the changes do not conform to the Standards, the parties shall consult further to minimize or mitigate the adverse effects in accordance with 36 CFR 800.6(b)(1).
- E. CSD shall retain documentation of the lead, including the work write-ups and photographs, as part of its permanent records.

7. POST-REVIEW DISCOVERIES

- A. The notification shall describe CSD's assessment of the National Register eligibility of the property and propose actions to resolve the adverse effects. The SHPO shall respond within 48 hours of the notification. CSD shall take into account the SHPO's recommendations regarding National Register eligibility and the proposed actions and then carry out appropriate actions. CSD shall provide the SHPO a report of the actions when they are complete.
- B. If, during the implementation of this program 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, CSD will notify the SHPO.
- C. CSD, in consultation with the SHPO, may assume a newly discovered property to be eligible for the National Register for purposes of Section 106 and shall specify the National Register criteria used to assume the property's eligibility.

8. MONITORING AND REPORTING

By July 31 of each year following the execution of this Agreement until it expires or is terminated, CSD shall provide the SHPO a summary report detailing work undertaken pursuant to its terms, including a list of undertakings that were exempted under Stipulation 3. and those that were reviewed under the terms of this Agreement. The undertakings shall be listed by property address (city and then address). Such report shall also include any scheduling changes proposed, any problems encountered, and any disputes and objections received in CSD's efforts to carry out the terms of this

agreement. CSD shall provide the Council with a copy of this report upon request. Failure to provide such summary report may be considered noncompliance with the terms of this Agreement pursuant to Stipulation 13. below.

9. COMBINED REVIEWS OF ELIGIBILITY AND EFFECT

CSD may elect to submit the documentation set out in Stipulations 4., and 5. above in one package for the SHPO's review. The SHPO will provide comments on CSD's determinations of eligibility and effect within thirty (30) calendar days after receipt of such submission. CSD will review any such comment of the SHPO and refer to the detailed procedures set out in Stipulations 4. and 5. to determine if additional review by the SHPO is required to fulfill the terms of this Agreement.

10. 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 other time frames stipulated elsewhere in the Agreement. If the SHPO fails to respond within specified time frames, CSD may assume the SHPO does not object to its determination and proceed with lead hazard services.
- B. The SHPO will provide technical assistance and training to CSD to the extent possible.

11. CSD STAFFING

CSD will assign staff to assure that lead 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 that were adopted by CSD. Such staff will also monitor undertakings limited to work items enumerated in Attachment A that are exempted from review by the SHPO to assure that only qualifying work items are properly performed. Responsible CSD staff will certify that work was carried out as planned and will maintain records for each project in order to document compliance with the terms of this Agreement.

12. DISPUTE RESOLUTION

Should any party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, CSD shall consult with the objecting party(-ies) to resolve the objection. If CSD determines that such objection(s) cannot be resolved, CSD will:

- 1) Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise CSD on the resolution of the objection within 30

days. In reaching a final decision regarding the dispute, CSD will take into account any comment provided by the Council and all comments from the parties to the Agreement.

- 2) If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, CSD may render a decision regarding the dispute. In reaching its decision, CSD will take into account all comments regarding the dispute from the parties to the Agreement.
- 3) CSD's responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged. CSD will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. CSD's decision will be final.

13. AMENDMENTS AND NONCOMPLIANCE

If any signatory to this Agreement determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other party to develop an amendment. The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the Agreement, any signatory may terminate the Agreement in accordance with Stipulation 14. below.

14. TERMINATION

If the Agreement is not amended following the consultation set out in Stipulation 12., any signatory may terminate it. The Council may be asked by any signatory to the Agreement to review the terms of the Agreement and its implementation by CSD. If the Council determines that the terms of the Agreement are not being carried out, the Agreement will be terminated. If the Agreement is terminated for any reason, CSD shall comply with Subpart B of 36 CFR Part 800 with regard to individual undertakings of the program covered by the Agreement.

15. DURATION

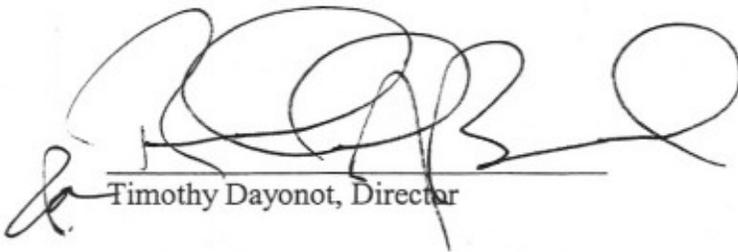
This Agreement is effective February 15, 2005 and will terminate February 14, 2008. Prior to February 14, 2008, CSD may consult with the other signatories to reconsider the terms of the agreement and revise or amend in accordance with Stipulation 12. above.

16. EXECUTION

Execution of this Programmatic Agreement by CSD and the California SHPO and implementation of its terms is evidence that CSD has taken into account the effects of this undertaking on Historic Properties and has afforded the Council an opportunity to comment.

**SIGNATORIES:**

THE CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

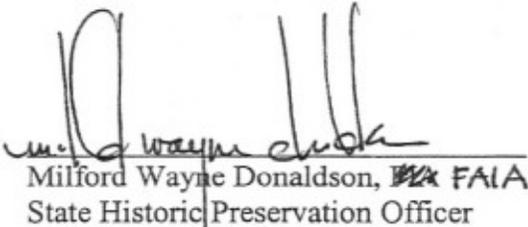


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Timothy Dayonot, Director

06/30/05 \_\_\_\_\_  
Date

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

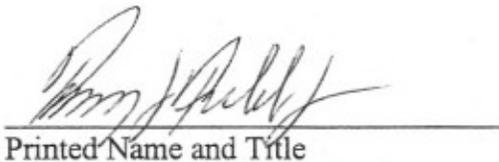


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Milford Wayne Donaldson, ~~FAIA~~ FAIA  
State Historic Preservation Officer

12 JULY 2005 \_\_\_\_\_  
Date

CONCUR BY ECONOMIC AND SOCIAL OPPORTUNITIES, INC.



\_\_\_\_\_

Printed Name and Title

Tommy J. Fulcher, Jr. - President/CEO

6/10/05 \_\_\_\_\_  
Date

**ATTACHMENT A: PROJECT ACTIVITIES NOT REQUIRING REVIEW**

**A. Interior Spaces**

1. Activities that are limited to the rehabilitation of interior spaces within single family residential structures to be retained in the same use where such work will not be visible from the exterior of the structure;
2. Mechanical systems when repair, replacement, and installation of the following systems do not affect the exterior or require the installation of new ducts through the interior:
  - a. Electrical work;
  - b. Plumbing pipes and fixtures;
  - c. Heating, ventilation, and air conditioning system improvements; and
  - d. Installation of fire, smoke, or carbon monoxide detectors and security systems;
3. Rehabilitation of kitchens and baths if there are no structural changes that affect other parts of the structure;
4. Carpeting throughout interior spaces, and painting or refinishing of wood and concrete floors;
5. Interior painting or wallpapering;
6. Repair or replacement of interior stairs, ceilings, and walls when work is done in-kind to match existing materials and form or to restore the original character;
7. Repair or replacement of floors when work is done in-kind to match existing materials and form or to restore the original character;
8. Repair or replacement of interior doors and trim when work is done in-kind to match existing materials and form or to restore the original character;
9. Installation of grab bars and minor interior modifications for handicapped accessibility;
10. Installation of insulation, if installed from the interior, or blown in attic insulation, if properly vented;

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3. Rehabilitation of kitchens and baths if there are no structural changes that affect other parts of the structure;
4. Carpeting throughout interior spaces, and painting or refinishing of wood and concrete floors;
5. Interior painting or wallpapering;
6. Repair or replacement of interior stairs, ceilings, and walls when work is done in-kind to match existing materials and form or to restore the original character;
7. Repair or replacement of floors when work is done in-kind to match existing materials and form or to restore the original character;
8. Repair or replacement of interior doors and trim when work is done in-kind to match existing materials and form or to restore the original character;
9. Installation of grab bars and minor interior modifications for handicapped accessibility;
10. Installation of insulation, if installed from the interior, or blown in attic insulation, if properly vented;

**B. Exterior Spaces**

1. Structural repairs that do not significantly alter or destroy original interior or exterior character-defining features;
2. Repair or replacement of deteriorated windows when done in-kind to match the existing material, size, configuration, muntin depth, muntin reveal, and muntin detail or to restore the original character. Vinyl window jamb liners may be used when lead hazard reduction is required;
3. Roof repair or replacement with materials that match the existing material and form or with materials that restore the original character. Asphalt composition shingles are allowed when roofing materials are not a character-defining element of the property;
4. Installation of continuous ridge vents covered with ridge shingles or boards; or roof and eave vents, if not located on a primary elevation or visible from the public right-of-way;
5. Installation of gutters and roof drain systems including enlarging rafter notches to accommodate adequately sized, modern gutters;
6. Repair of foundations when work is done in-kind to match existing materials and form or to restore the original character; and installation of foundation vents, if painted or finished to match the foundation material;
7. Repair or replacement of deteriorated siding materials when work is done in-kind to match existing materials and form or to restore the original character;
8. Repair or replacement of porches, cornices, doors, balustrades, stairs, or trim when the repair or replacement is done in-kind to match existing materials and form or to restore the original character;
9. Caulking and weather-stripping with compatibly colored materials;
10. Installation of wheelchair ramps meeting code as long as ramps can be easily removed and are not permanently affixed to the structure. Stairs and railings may not be removed to construct a ramp;
11. Installation of handrails and guardrails to meet building code if not attached to significant detailing, and designed in a compatible manner that does not detract from the character of the structure;

The Department of Community Services and Development.  
The California State Historic Preservation Officer, and  
All Lead Hazard Control Program Contractors

12. Installation of security devices, including electronic systems, door peepholes, deadbolts, door and window locks and latches, providing that no significant architectural feature is removed;
13. Sewer line, water line, and drain connections that do not disturb historic exterior building or landscape materials or features such as masonry walls;
14. Repair or replacement of driveways, parking areas, exterior retaining walls, exterior steps and stairs, and walkways when work is done in-kind to match existing materials and form or to restore the original character;
15. Repair or replacement of outbuildings when work is done in-kind to match existing materials and form or to restore the original character. Removal of non-original outbuildings without replacement is allowed;
16. Repair or replacement of fencing when work is done in-kind to match existing materials and form or to restore the original character. Removal of non-original fencing without replacement is allowed;
17. Landscaping and landscape maintenance when landscaping is not a character-defining element of an Historic Property;
18. Repair or replacement of signs or awnings when work is done in-kind to match existing materials and form or to restore the original character;
19. Power washing of exterior masonry if performed at no more than 600-psi with mild detergent, and otherwise meeting the Standards;
20. Masonry repair including repointing, and rebuilding chimneys if the joints are done by hand and the mortar matched as to original composition. Mixtures should not contain more than 20 percent Portland cement. Saws are not an acceptable method of removing deteriorated mortar. Installation of chimney flue liners is allowed.

Board of Directors  
Economic and Social Opportunities, Inc.

RESOLUTION

WHEREAS the Department of Community Services and Development has made available Lead Hazard Control Services funds for 2005-2007, and

WHEREAS Economic and Social Opportunities, Inc. operates programs and provides services which are eligible activities under the Lead Hazard Control Services, and

WHEREAS the Board of Directors of Economic and Social Opportunities, Inc. has determined that there is a need to continue these services and is willing to enter into an agreement for the funding of these programs and services,

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of Economic and Social Opportunities, Inc. hereby authorizes the President/CEO, Tommy J. Fulcher, Jr., to apply for and enter into a contract and any amendment thereto with the Department of Community Services and Development and to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relationship to such a contract.



Tony Thompson  
Chairman, Board of Directors  
Economic & Social Opportunities, Inc.

3/9/05  
date

State of California - The Resources Agency  
PARKS AND RECREATION HRI#

Primary #

DEPARTMENT OF

**BUILDING, STRUCTURE, AND OBJECT RECORD**

**\*NRHP Status Code**

Page \_\_\_\_ of \_\_\_\_

**\*Resource Name or #** (Assigned by recorder)

B1. Historic Name:

B2. Common Name:

B3. Original Use: \_\_\_\_\_ B4. Present Use:

**\*B5. Architectural Style:**

**\*B6. Construction History:** (Construction date, alterations, and date of alterations)

**\*B7. Moved?** No Yes Unknown Date: \_\_\_\_\_ Original Location:

**\*B8. Related Features:**

B9a. Architect:

b. Builder:

**\*B10. Significance:** Theme \_\_\_\_\_ Area \_\_\_\_\_

Period of Significance \_\_\_\_\_ Property Type \_\_\_\_\_ Applicable Criteria \_\_\_\_\_  
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

B11. Additional Resource Attributes: (List attributes and codes.)

**\*B12. References:**

B13. Remarks:

(Sketch Map with north arrow required.)

**\*B14. Evaluator:**

**\*Date of Evaluation:**

(This space reserved for official comments.)