

**PROGRAMMATIC AGREEMENT**

**BETWEEN THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT**

**AND THE  
CLAFLIN UNIVERSITY COMMUNITY DEVELOPMENT CORPORATION**

**AND THE  
SOUTH CAROLINA HISTORIC PRESERVATION OFFICER**

**AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING THE REHABILITATION OF THE HOTEL EUTAW/RUSSELL STREET  
INN**

**WHEREAS** the United States Department of Housing and Urban Development (HUD) will provide assistance to the Claflin University Community Development Corporation (CUCDC), a private interest, to fund the purchase of the Hotel Eutaw in Orangeburg for the purpose of rehabilitation pursuant to the Section 107(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5307b(3)); and

**WHEREAS** the undertaking consists of purchase of the Hotel Eutaw and subsequent rehabilitation for use as an elderly housing community; and

**WHEREAS** the Hotel Eutaw is also known as the Russell Street Inn; and

**WHEREAS**, HUD has defined the undertaking's area of potential effects (APE) as the Hotel Eutaw property (Appendix A contains a list of definitions for this and other terms used in this Agreement); and

**WHEREAS** HUD has determined that the undertaking may have an adverse effect on the Hotel Eutaw, which is listed in the National Register of Historic Places, and has consulted with the South Carolina State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

**WHEREAS**, the future planning and rehabilitation of the Hotel Eutaw may not involve HUD or another Federal agency, although these roles are not yet defined; and

**WHEREAS**, CUCDC shall determine at a later time by what means the rehabilitation will be funded; and

**WHEREAS** HUD has determined that the purchase and rehabilitation has the potential to have an effect on historic properties but that the exact nature of these effects is unclear at this time; and

**WHEREAS**, in accordance with 36 C.F.R. § 800.6(a)(1), HUD has invited the Advisory Council on Historic Preservation (ACHP) to participate in the development of this Agreement; and

**NOW, THEREFORE**, HUD, CUCDC, the SHPO, and the ACHP agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

### **STIPULATIONS**

HUD and the CUCDC shall ensure that the following measures are carried out:

#### **I. STANDARDS**

All work will meet the *Standards for Rehabilitation* (the Standards)(Appendix 2), which are contained within *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (1995).

#### **II. CONSULTATION**

Plans for work will be developed in consultation with the SHPO and approved by the SHPO prior to all construction work. SHPO will respond to properly submitted work plans within thirty (30) days of receipt. Properly submitted work plans shall include the following information:

- a. Detailed scope of work.
- b. Plans and drawings.
- c. Material specifications.
- d. Description and photos of architectural features to be repaired or replaced.

In the case of failure to properly submit work plans, the SHPO will request any information that may be required within fifteen (15) days of receipt of the work plan. Upon receipt of the additional information the SHPO will have thirty (30) days to respond to the work plan, assuming all requested information is provided.

### III. **QUALIFICATIONS**

Through consultation with the SHPO, a professional meeting *The Secretary of the Interior's Professional Qualification Standards* for Historic Architect (Qualification Standards) shall develop plans and drawings for the rehabilitation of the Hotel Eutaw and associated property, and shall oversee any construction associated with said plans.

### IV. **FINAL SITE VISIT**

The SHPO shall be provided the opportunity to conduct a final site visit for design compliance with both the work plans approved by the SHPO per Stipulation II and this agreement.

### V. **UNANTICIPATED EFFECTS**

If unanticipated effects on historic properties are discovered during the planning and construction of the project, the CUCDC in consultation with the SHPO shall avoid, minimize, or mitigate any adverse effects.

### VI. **DISPUTE RESOLUTION**

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

A. Forward all documentation relevant to the dispute, including HUD's proposed resolution, to the ACHP. The ACHP shall provide HUD with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, HUD shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response HUD will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, HUD may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, HUD shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the agreement, and provide them and the ACHP with a copy of such written response.

C. HUD's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

**VII. REVIEW OF PUBLIC OBJECTIONS**

At any time during implementation of the measures stipulated in this Agreement, should any objection to any such measure or its manner of implementation be raised by a member of the public, the CUCDC shall take the objection into account, notify the SHPO of the objection, and consult as needed with the objecting party, the SHPO, or the ACHP to resolve the objection.

**VIII. AMENDMENTS**

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

**IX. TERMINATION**

If any signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories. In the event of termination, the terminating party will comply with 36 C.F.R. §§ 800.3 through 800.7 with respect to activities covered by this Agreement.

**X. FAILURE TO COMPLY WITH THIS AGREEMENT**

In the event that the CUCDC does not carry out the terms of this Agreement, HUD will ensure that the CUCDC will comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to individual undertakings covered by this Agreement.

**XI. DURATION**

This Programmatic Agreement shall take effect on the date it is signed by the last signatory and will remain in effect for a period of five (5) years unless terminated. Prior to such time, the CUCDC may consult with the other signatories to reconsider the terms of the agreement and revise or amend in accordance with Stipulation VIII.

Execution of this Agreement between HUD, CUCDC, the SHPO, and the ACHP, and implementation of its terms by the CUCDC evidence that HUD has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

**SIGNATORIES:**

US Department of Housing and Urban Development

\_\_\_\_\_ Date  
Sherone Ivey

Acting Associate Deputy Assistant Secretary for University Partnership, Office of Policy  
Development and Research, HUD Headquarters

\_\_\_\_\_ Date  
Louis E. Bradley, Director

Columbia Office of Community Planning and Development

South Carolina State Historic Preservation Officer

\_\_\_\_\_ Date  
Mary W. Edmonds, Deputy State Historic Preservation Officer

Clafin University Community Development Corporation

\_\_\_\_\_ Date  
Clarence Jones, Vice President of Fiscal Affairs

Advisory Council on Historic Preservation

\_\_\_\_\_ Date \_\_\_\_\_  
John M. Fowler, Executive Director

## APPENDIX 1

### DEFINITIONS

**AREA OF POTENTIAL EFFECTS** – The geographic area or areas within which an undertaking may cause changes in the character or use of historic properties, if any such properties exist there. This always includes the actual site of the undertaking, and may also include other areas where the undertaking will cause changes in land use, traffic patterns, or other aspects that could affect historic properties.

**ACTIVITY** – Work to be performed as an undertaking, specifically defined as one or more of the following:

- ***Acquisition.*** The purchase of a property all or in part with federal funds that will trigger all subsequent activities as undertakings.
- ***Demolition.*** The removal of the majority of an existing building's structure to either the foundation or to property grade.
- ***New Construction.*** The construction of a new building on a vacant lot or site currently occupied by a building. New construction does not attempt to directly replicate buildings that stood on the site and/or incorporate the original building footprint.
- ***Rehabilitation.*** The act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values.
- ***Reconstruction.*** The construction of a new building that replaces a demolished building, follows the majority of the original building footprint, and rebuilds the majority of distinguishing features of the building; or the retention of a minority of an existing buildings' features (such as the façade and foundation) and incorporating these features into a new structure.

**EFFECT** – A determination by HUD and the SHPO as to the extent an undertaking will impact a historic property or historic properties. It will include one of the following:

- ***No Effect on Historic Properties.*** There are no historic properties that will be directly or indirectly impacted by the undertaking.
- ***No Adverse Effect on Historic Properties.*** The undertaking impacts a historic property or properties in such a way that the historic character is left intact.
- ***Adverse Effect on Historic Properties.*** The undertaking changes the historic property or properties in such a way that the character of the property is diminished.

**MITIGATION** – Action to minimize, ameliorate, or compensate for the degradation and/or loss of those characteristics of a property that make it eligible for the National Register.

**NATIONAL REGISTER** – The National Register of Historic Places maintained by the Secretary of the Interior.

**OBJECTION** – A disagreement by the SHPO or a member of the Public with a determination made by the CUCDC on its determination of effect, conditions, or mitigation measures.

**SECRETARY** – The Secretary of the Interior.

**STATE HISTORIC PRESERVATION OFFICER** – The official appointed or designated pursuant to Section 101(b)(1) of the Act to administer the State Historic Preservation program or a representative designated to act for the State Historic Preservation Officer. For purposes of this Agreement, the State Historic Preservation Officer shall refer to the Director and staff of the SC Department of Archives and History.

**UNDERTAKING** – A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval.

## APPENDIX 2

### ***THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES STANDARDS FOR REHABILITATION***

**REHABILITATION IS DEFINED AS** *the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.*

[The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.]

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**REHABILITATION AS A TREATMENT.** When repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular period of time is not appropriate, Rehabilitation may be considered as a treatment.

Source: From the National Park Service website, <http://www.cr.nps.gov/hps/tps/secstan5.htm>.