

JUL - 8 2010
CPD 8/24/10

**PROGRAMMATIC AGREEMENT
AMONG
ALASKA TRIBES,
ALASKA ENTITLEMENT COMMUNITIES
THE ALASKA DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC
DEVELOPMENT, ALASKA HOUSING FINANCE CORPORATION, THE U. S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,
THE ALASKA STATE HISTORIC PRESERVATION OFFICE, AND THE ADVISORY
COUNCIL ON HISTORIC PRESERVATION
FOR
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) through various offices, including the Offices of the Assistant Secretaries for Housing/Federal Housing Commissioner, Public and Indian Housing, and Community Planning and Development provides grant funding to the State of Alaska and to Tribes and Entitlement Communities in Alaska; and

WHEREAS, the State of Alaska (State) may designate state agencies or public corporations owned by the State to administer various formula grant programs on its behalf (a State Designee), and

WHEREAS, the State has designated the Department of Commerce, Community and Economic Development (DCCED) and Alaska Housing Finance Corporation (AHFC) as administrators of HUD's State formula grant programs; and

WHEREAS, the Tribal, State, State Designees, Entitlement Communities and HUD, may now, or may in the future, administer HUD grant programs which include, but are not limited to, the following programs (HUD Programs):

- Alaska Native/Native Hawaiian Institutions Assisting Communities Program
- American Dream Downpayment Initiative Program
- Choice Neighborhoods Initiative
- Community Development Block Grant Program
- Continuum of Care
- Conventional Low Rent Program (SF210)
- Emergency Shelter Grant Program
- Emergency Solutions Grant Program
- FHA Multifamily Housing Finance Agency Risk Sharing Pilot Program
- HOME Investment Partnerships Program
- Homeless Prevention and Rapid Re-Housing Grant
- Housing Choice Voucher Program
- Housing Opportunities for People with AIDS Program
- Lead-Based Paint Hazard Control Grant Program
- Lead Hazard Reduction Demonstration Grant Program
- Neighborhood Initiative Program
- Neighborhood Stabilization Program
- Rural Housing Stability Program

Section 8 Project Based Assistance Program including Single Room Occupancy
Shelter Plus Care Program
Special Projects Appropriated Under an Appropriations Act for HUD
Supportive Housing Program
Indian Community Development Block Grant
NAHASDA
Section 184
Section 202
Section 811
Rural Housing Economic Development
Self Help Housing Opportunity
HOPE VI

WHEREAS, HUD regulations at 24 C.F.R. Part 58 implement statutory authorities that permit certain entities to assume HUD's environmental responsibilities for various HUD Programs, and included among the statutory authorities under which this responsibility is assumed in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. 470 et seq] (Section 106); and

WHEREAS, HUD has responsibility under 24 C.F.R. Part 50 and related statutory authorities to review certain HUD programs and activities in the State, for compliance with Section 106; and

WHEREAS, the Tribal, State, State Designees, Entitlement Communities and HUD have determined that implementation of the HUD Programs may include activities, such as rehabilitation, demolition and new construction, that may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (Historic Properties); and

WHEREAS, the Tribal, State, State Designees, Entitlement Communities and HUD have determined that certain activities funded by the HUD Programs have limited potential to affect Historic Properties and have consulted with the Alaska State Historic Preservation Office (SHPO) pursuant to 36 C.F.R. 800.14 of the regulations implementing Section 106;

NOW, THEREFORE, the Tribal, State, State Designees, Entitlement Communities, HUD, the SHPO, and the Advisory Council on Historic Preservation (ACHP) agree that the HUD Programs shall be administered in accordance with this Programmatic Agreement (PA) with all of the stipulations herein and including Appendices A, B and C which are incorporated by reference, to satisfy the Section 106 responsibilities of the Tribal, State, State Designees, Entitlement Communities and HUD (Participating HUD Grantees) that are a party to this agreement.

STIPULATIONS

Participating HUD Grantees will each insure that the following stipulations are carried out.

I. REVIEW

Activities listed in Appendix A have limited potential to affect historic properties and may be approved by the Participating HUD Grantees without further consultation with the SHPO, Indian Tribes or the ACHP.

All undertakings not identified in Appendix A must be reviewed in accordance with 36 C.F.R. Part 800 and are not covered under this PA.

The list of Actions described in Appendix A will be considered annually and reviewed and revised as needed by the Participating HUD Grantees, the SHPO and ACHP. Revisions to Appendix A may be made in accordance with Stipulation V Amendments.

II. DISCOVERIES AND UNFORESEEN EFFECTS

Should any of the Participating HUD Grantees in the process of carrying out any action listed in Appendix A, find that such action has the potential to affect a previously unknown property that may be eligible for the National Register of Historic Properties or that the action will affect a known Historic Property in an unanticipated manner, that entity will assume its responsibilities pursuant to 36 CFR 800.13(b).

III. MONITORING

The ACHP and the SHPO may monitor activities carried out pursuant to this PA, and the ACHP will review such activities if so requested. Each Participating HUD Grantee will coordinate access as needed for the ACHP and the SHPO to carry out such monitoring and review.

IV. REPORTS

Each Participating HUD Grantee shall prepare an annual report covering Section 106 undertakings implemented under this PA, due within 90 days of the end of the calendar year. The report will:

1. Cover all activities funded during the calendar year.
2. Be submitted concurrently to the SHPO and the ACHP for review,

comment, and consultation as needed to the following addresses:

Alaska DNR, Office of History & Archaeology
550 West 7th Avenue
Suite 1310
Anchorage, AK 99501-3565

Mr. Reid Nelson
Director, Office of Federal Agency Programs
Advisory Council on Historic Preservation
1100 Pennsylvania Ave NW, Suite 803
Washington, DC 20004

3. Be made available to interested members of Native American tribes, local governments, and the public upon request.
4. Include information on the undertakings implemented under the provisions of the PA in the format as presented in Appendix C.
5. Make recommendations for modifications of Appendix A that may increase the effectiveness of the review process.

V. AMENDMENT

If any party to this PA believes an amendment is necessary, that party shall immediately request the consulting parties to consider an amendment to the PA pursuant to 36 CFR 800.14. No amendment to the PA will go into effect without the concurrence of the SHPO and the ACHP, and without providing all consulting parties the opportunity to comment on such amendments for a minimum of 30 days. The SHPO, at its own discretion, exclude certain Participating HUD Grantees from provisions in the Amendment, or may allow Participating HUD Grantees to opt out of an Amendment by clearly indicating the exclusion or opt out in the Amendment.

VI. TERMINATION

Any party to this agreement may terminate its participation by providing thirty (30) days written notice to all other parties. In the event of termination, the terminating party will comply with 26 C.F.R. §§800.3 through 800.7 with respect to individual undertakings covered by this agreement. Should a party to this agreement, other the SHPO or the ACHP, choose to terminate its participation in the agreement, the agreement will not be nullified for the other parties. Termination by the SHPO or the ACHP will nullify the agreement upon all other parties.

VII. DISPUTE RESOLUTION

- A. Should SHPO object within thirty (30) days to any documents or actions as set forth in this Agreement, the Participating HUD Grantee as appropriate shall consult with the SHPO to resolve the objection. If the Participating HUD Grantee determines that the objection cannot be resolved, the Participating HUD Grantee shall request the recommendations of the ACHP.
- B. Any ACHP recommendation provided in response to such a request will be taken into account by the Participating HUD Grantee in accordance with 36 CFR Part 800.6 (c)(2) with reference only to the subject of the dispute; the Participating HUD Grantee's responsibility to carry out all actions under this PA that are not subjects of the dispute will remain unchanged.

VIII. DURATION

Following signature by the SHPO and ACHP, this PA will be binding on a party upon the date of its signature and shall be in force until December 31, 2015.

Execution and implementation of this Agreement evidences that the Participating HUD Grantees have satisfied their responsibilities under Section 106 for undertakings as described in this PA

and funded by the HUD Programs. This PA may be executed in counterpart. Any Tribal, State, State Designee, Entitlement Community or HUD may become a party to this agreement during the life of the agreement by executing Appendix B in counterpart and delivering such executed document to SHPO, and at such time and for the duration the PA is in force, is considered among the Participating HUD Grantees that are party to this PA.

Signatures

Signed:

ALASKA STATE HISTORIC PRESERVATION OFFICER

By Joan M. Antonson Date 9.9.2010
Printed Name: Joan M. ANTONSON Title: ^{Deputy} State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By John M. Fowler Date 9/23/10
Printed Name: JOHN FOWLER Title: EXEC. DIR.

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By Colleen K. Rickford Date 7/21/2010
Printed Name: Colleen Rickford Title: Field Office Director, AK HUD

STATE OF ALASKA DESIGNEE ALASKA HOUSING FINANCE CORPORATION

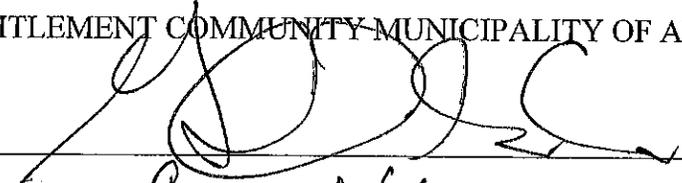
By Michael Buller Date 6-14-10
Printed Name: Michael Buller Title: Deputy Executive Director

STATE OF ALASKA DESIGNEE DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT

By Emil Notti Date 6-28-10

Printed Name: Emil Notti Title: Commissioner

ENTITLEMENT COMMUNITY MUNICIPALITY OF ANCHORAGE

By  Date 8/22/10

Printed Name: George Vekalis Title: Municipal Mgr

Appendix A

Listed Activities

Activities listed in Appendix A have limited potential to affect historic properties and may be approved by the HUD Participating Grantee without further consultation with the SHPO, Indian Tribes or Advisory Council on Historic Preservation (ACHP):

- A. Activities on residential or non-residential buildings, structures or facilities, which does include manufactured housing or mobile homes, (collectively called “Property” or “Properties” herein) less than forty five years old.
- B. Refinancing without demolition, rehabilitation or construction.
- C. Rehabilitation as follows of Properties over 45 years old
 1. Repair, maintenance, removal, replacement or installation of the following systems provided that the proposed work does not affect the exterior appearance of the property
 - a. electrical wiring
 - b. water and plumbing systems (when historic features such as hand pumps or plumbing fixtures are retained)
 - c. heating and cooling systems and duct work when historic features such as decorative cast iron radiators or other distinctive features are retained.
 2. Energy conservation measures (the measures should not be visible or alter or detract from those qualities that make the Property eligible for the National Register of Historic Places) to include:
 - a. insulation of roofs, crawl spaces, ceilings, attics, floors and around pipes/ducts as long as these measures do not induce, retain, or introduce moisture into a building. Utilization of Spray foam insulation is not covered under this agreement and must be reviewed in accordance with 36 CFR Part 800.
 - b. interior modifications when the interior space is not considered significant based on inventories,
 - c. caulking and weather stripping consistent with appearance of the building, and
 - d. replacement or modification of the lighting systems when historic features such as decorative chandeliers and other distinctive light fixtures are retained.
 3. Replacement of kitchen and bathroom appliances, fixtures, fittings, and accessories, with compatible items.
 4. Installation of hardware to include: dead bolts, door hinges, latches and locks, window latches, locks and hinges and door peep holes provided existing hardware are not removed. New hardware shall be of contemporary design and made of the same material as existing hardware.

5. Installation of fire, smoke, and security detectors provided any potential affects are reversible
6. Repair, refinishing and/or replacement in kind of non-historic flooring and floor coverings to include vinyl tile and/or carpet when done in kind to match existing materials and design that when attachment is done in a reversible manner.
7. Repair and replacement in kind of only those portions of historic wood flooring that are extensively deteriorated
8. Repair of existing window, door, and porch screens and storm windows or doors.
9. Removing deteriorated or damaged paint or coatings down to the next sound layer by hand scraping or sanding. Abrasive methods, sandblasting and waterblasting are specifically prohibited. Encapsulation of lead-based paint is acceptable.
10. Repair and/or replacement in kind of existing roofing material provided the color meets the standards of the Tribe/City/County/State or HUD or the existing color. Adequate anchorage of the roofing material to guard against wind damage and moisture penetration shall be provided.
11. Installation of temporary construction related structures such as scaffolding, screening, fences or protective walkways.

D. Infrastructure

1. Upgrading, replacement, and repair of existing utility service lines and sewer systems when work is confined to existing and disturbed rights-of way or existing locations on building.

E. Site and Public Improvements when done to match existing design and materials

1. Paving, re-surfacing, and repair of streets, driveways, parking lots, and gutters within the dimensions that they now exist. Replacement or installation of curbs and/or sidewalks.
2. In-kind repair or replacement of site improvements, including, but not limited to fences, retaining walls, and landscaping.
3. Replacement and/or installation of traffic signals, street name and regulatory signage, or temporary fences
4. Replacement and installation of park and playground equipment, landscaping, and facilities. (excluding buildings)

F. Other

1. Archeological investigations will not be required for affordable housing activities when excavation is non-intrusive (digging is less than 12 inches) or is minimal (limited to six square feet or less). In the event of unanticipated archeological discoveries the SHPO shall be contacted in accordance with Stipulation II of the Programmatic Agreement.

Appendix B

Signature in Counterpart

The purpose of this Appendix is to provide a format for additional HUD grantees to participate in the **Programmatic Agreement Among Alaska Tribes, Alaska Entitlement Communities, the Alaska Department of Community and Economic Development, Alaska Housing Finance Corporation, the US Department of Housing and Urban Development, the Alaska State Historic Preservation Office, and the Advisory Council on Historic Preservation for the Administration of Certain HUD-Funded Activities (Programmatic Agreement)**. Upon delivering a signed copy of this agreement to the State Historic Preservation Office, the HUD Grantee named in this form is incorporated into the "Participating HUD Grantees" of the Programmatic Agreement, effective the date of the authorized signer for the HUD Grantee below.

Additional Participating HUD Grantee Name:

As indicated by the signature below _____ [insert Participating HUD Grantee legal name] certifies that it has received a complete copy of the Programmatic Agreement for the Administration of Certain HUD-Funded Activities signed by SHPO on _____ [insert date of SHPO's signature] and also agrees that the HUD Programs it administers shall be administered in accordance with such Programmatic Agreement with all of the stipulations therein and including Appendix A, B and C which are incorporated by reference, to satisfy its Section 106 responsibilities.

Signed by:

Signature Date

Printed Name

Title

Witnessed by:

Signature Date

Printed Name

Suggestions for modification of the Appendices:

[Empty rectangular box for suggestions]

This Report is provided consistent with Stipulation VI of the Programmatic Agreement for the Administration of Certain HUD Activities that was executed between the named responsible entity and SHPO on

Signature of RE Certifying Officer

Signature

Date

Printed Name

Title

Return Report by March 31 following the end of the calendar year covered by this report to:

Alaska DNR, Office of History & Archaeology
550 West 7th Avenue
Suite 1310
Anchorage, AK 99501-3565
Phone: 907-269-8721

Mr. Reid Nelson
Director, Office of Federal Agency Programs
Advisory Council on Historic Preservation
1100 Pennsylvania Ave NW, Suite 803
Washington, DC 20004