

PROGRAMMATIC AGREEMENT ~~(PA)~~
BY AND AMONG
THE CITY AND COUNTY OF SAN FRANCISCO,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING HISTORIC PROPERTIES AFFECTED BY USE OF REVENUE FROM THE
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PART 58 PROGRAMS

WHEREAS, the City and County of San Francisco (~~"City"~~), a "Responsible Entity" under 24 C.F.R. Part 58, proposes to administer and fund projects and programs ~~-(hereinafter referred to as "Undertakings," as defined in 36 C.F.R. 800.164y,~~ in the City and County of San Francisco with monies from the U.S. Department of Housing and Urban Development (~~"HUD"~~) programs (~~"Programs"~~) delegated to the City pursuant to 24 C.F.R. Part 58 or any other pertinent HUD regulations; and

WHEREAS, pursuant to the Housing and Community Development Act of 1974, as amended, HUD has delegated to the City its responsibility to request the comments of the Advisory Council on Historic Preservation (ACHP) pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. §470f); and

WHEREAS, the City has determined that the implementation of these Undertakings 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 ("ACHP")~~ pursuant to Section 800.14(b) of the regulations, 36 C.F.R. Part 800, implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) (~~"Act"~~); and

WHEREAS, the City is a Certified Local Government (~~"CLG"~~) pursuant to Section 101 of the Act and its implementing regulations found at 36 CFR Part 61; and as such has a qualified staff in the employ of the San Francisco Planning Department (~~"Planning Department"~~) which possesses the professional expertise to evaluate properties which may be significant in the fields of architecture, history and archeology; this staff meets the appropriate qualifications set forth in 36 CFR part 61, Appendix A and is knowledgeable in work relevant to the locale; and

WHEREAS, in light of these qualifications, the ~~San Francisco~~ Planning Department will provide oversight for the implementation, monitoring and reporting activities contemplated by this Undertaking; and

WHEREAS, the Planning Department has created a work plan for a Comprehensive Citywide Cultural and Historical Resource Survey (~~"Survey Plan"~~) which is designed to complete cultural resource surveys in all active area plans and update and verify all pre-existing survey information within the area plans, as well as initiate independent surveys throughout the city while also developing a citywide context statement for San Francisco; and

WHEREAS, the ~~Mayor's Office of Community Development, the~~ Mayor's Office of Housing and ~~Community Development~~ and the Planning Department ~~have executed will execute~~ a Memorandum of Understanding (MOU) that ~~will sets~~ forth ~~the any~~ additional procedures that may be necessary to implement Section 106 Review of Undertakings covered by this ~~Programmatic Agreement~~ (~~Agreement~~); and

WHEREAS, pursuant to ~~the ACHP's~~ Section 106 ~~regulations~~, "Protection of Historic and Cultural Properties" (~~"Regulations"~~) (36 C.F.R. §800.2(c)), the City has requested the comments of the ACHP; and

WHEREAS, pursuant to the ACHP's Section 106 regulations, the City has conducted outreach and has actively sought and requested the comments and participation of Indian tribes that attach religious and cultural significance to historic properties that may be affected by Undertakings funded under the terms of this Agreement; and these Tribes did not respond to our requests to engage in such consultation; and

WHEREAS, the City will continue to conduct outreach and will actively seek and request the comments and participation of Indian tribes that attach religious and cultural significance to historic properties that may be affected by Undertakings funded under the terms of this Agreement; and

WHEREAS, pursuant to ~~the ACHP's~~ Section 106 Regulations, the ~~C~~city has considered the nature of the program and its likely effects on historic properties and has taken steps to involve individuals, organizations and entities likely to be effected by the Undertaking; and

WHEREAS, pursuant to ~~the ACHP's~~ Section 106 Regulations, the ~~e~~City has arranged for public participation appropriate to the subject matter and scope of the Programmatic Agreement (~~PA~~) by providing notice to the public and has held hearing s before the Landmarks Preservation Board concerning the Undertaking for the purpose of informing the public and including them in the consultation process; and

WHEREAS, subrecipients receiving Part 58 funds, which are the subject matter of this agreement, by, from or through the City agree as a condition of receiving funding to comply fully with the requirements of the National Historic Preservation Act of 1966 (16 U.S.C. 470) and the procedures set forth in 36 C.F.R. Part 800 on the Historic Preservation Procedures for Protection an Historic Properties; and

WHEREAS, the goals and objectives of the ~~Programmatic Agreement~~ Agreement are to (1) provide a coordinated, clear and efficient process for impl~~emen~~antation of Section 106, (2) identify and protect historic resources while facilitating the production of affordable housing and the construction of and rehabilitation of community and public facilities, (3) provide an orderly process for the resolution of conflicts, consideration of feasible alternatives and appropriate mitigation, (~~4~~5) maintain the confidence of the public in the City as a ~~CL~~Gertified Local Government, and (~~5~~6) provide for public participation in the local implementation of Section 106; and

WHEREAS, in order to achieve the goals and objectives of the ~~Programmatic Agreement~~, the City, SHPO, and the ACHP agree to amend the Agreement as set forth below in Stipulation XI (Consideration and Treatment of Archeological Resources); and

NOW, THEREFORE, the City, the SHPO, and the ACHP agree that the Undertakings shall be administered in accordance with the following stipulations to satisfy the City's Section 106 responsibilities for all individual Undertakings of the Programs.

STIPULATIONS

The City will ensure that the following measures are carried out:

I. ~~AMENDMENT TERMINATION OF EXISTING MEMORANDUM OF UNDERSTANDING PROGRAMMATIC AGREEMENT~~

- A. The ~~Memorandum of Agreement (MOA) Programmatic Agreement~~ entered into on ~~January XX17~~~~September 16, 2007~~~~1982~~ by the ~~ACHP, Advisory Council on Historic Preservation, the SHPO, California State Historic Preservation Officer~~ and the ~~City and County of San Francisco~~ is hereby ~~amended terminated by mutual agreement and is no longer in effect as of the effective date of this Programmatic Agreement.~~ The stipulations agreed to in the ~~2007 PA Agreement MOA~~ are ~~amended replaced in part their entirety~~ by the stipulations agreed to in this ~~Agreement PA~~.

II. APPLICABILITY OF THE PROGRAMMATIC AGREEMENT

- A. The City shall comply with the stipulations set forth in this ~~Programmatic Agreement Agreement ("PA")~~ for all Undertakings that (1) are assisted in whole or in part by revenues from the HUD Programs subject to 24 CFR Part 58 and that (2) can result in changes in the character or use of any Historic Properties that are located in an Undertaking's Area of Potential Effect ("APE") as defined in Stipulation VI, below.
- B. The review process established by this ~~PA Agreement~~ shall be completed before the City's final approval of any application for assistance under these Programs, before a property is altered by either the City or a property owner, and before the City or a property owner initiates construction or makes an irrevocable commitment to construction that may affect a property that is fifty (50) years of age or older, or that is ~~other~~~~wise~~ eligible for listing in the National Register of Historic Places ~~(National Register)~~.
- C. Any Undertaking not qualifying for review under the terms of this ~~PA Agreement~~ but nevertheless subject to Section 106 of the National Historic Preservation Act (16 U.S.C. 470(f)) shall be reviewed in accordance with 36 CFR Part 800, even if such Undertaking involves a building, structure, site or object that is less than 50 years old.

III. COORDINATION WITH OTHER FEDERAL AGENCIES – 36 CFR §800.2

- A. Other Federal agencies providing permits, licenses, or financial assistance for Program activities covered under the terms of this Agreement may, with the concurrence of the City and SHPO, satisfy their Section 106 responsibilities by accepting and complying with the terms of this ~~Agreement PA~~. In such situations, the City and the Federal Agency shall notify the SHPO and ACHP in writing of their intent to use this ~~Agreement Agreement~~ to achieve compliance with Section 106 requirements. If the SHPO and ACHP do not respond within 21 days of receipt of such a notice of intent, the City and other Federal agency will assume SHPO and ACHP concurrence as referenced above. Copies of all such notification letters shall be maintained in the files established by Certified Staff for ~~each~~ such ~~U~~undertakings.

IV. UNDERTAKINGS NOT REQUIRING REVIEW BY THE SHPO OR THE ACHP

The following Undertakings do not require review by SHPO or ACHP and no signatory is required by this ~~PA-Agreement~~ to determine the National Register of Historic Places (~~“NRHP”~~) eligibility of properties affected by these Undertakings.

- A. Undertakings only affecting properties that are less than fifty (50) years old.
- B. Undertakings limited exclusively to interior portions of single-family residential properties where the proposed work will not be visible from the property’s exterior.
- C. Undertakings limited exclusively to the activities listed in Appendix ~~“A”~~ of this ~~Agreement~~~~PA~~. Undertakings not so limited shall be reviewed pursuant to this ~~PA~~~~Agreement~~. Undertakings involving Historic Properties but nevertheless exempt from review pursuant to Appendix ~~“A”~~ shall be designed to conform to the greatest extent feasible with the California State Historic Building code, [State of California, Title 24, Building Standards, Pat 8 (~~“SHBC”~~)] as well as *Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, 1995*.
- D. The City shall document actions taken pursuant to this Stipulation in the manner prescribed in Stipulation XIX.A

V. CERTIFIED LOCAL GOVERNMENT COORDINATION; CITY STAFFING

- A. The responsibilities of the City under the terms of this ~~PA-Agreement~~ shall be coordinated by assigned individual(s) employed by the ~~San Francisco~~ Planning Department who meet the Secretary of the Interior’s Professional ~~Q~~ualification Standards in History and Architectural History found at 36 CFR Part 61, Appendix A.
- B. All such reviews, as required under this ~~Agreement~~~~PA~~, shall be carried out by or under the direction of the City’s CLG Coordinator. The City shall allocate appropriate staff as necessary to ensure that its responsibilities under this ~~PA-Agreement~~ are carried out. Such staff shall monitor, in keeping with the City’s standard environmental review, permit and inspection processes, Undertakings included in Appendix A of this ~~PA~~ ~~Agreement~~ and shall certify that the manner in which they are implemented is consistent with the content of Appendix A. Such staff shall also certify that all other work subject to this ~~PA-Agreement~~ is carried out in compliance with the ~~PA~~~~Agreement~~’s terms and shall include such certification in the documentation required pursuant to Stipulation XIX, “Documentation and Reporting of Activities,” below.

VI. AREA OF POTENTIAL EFFECTS

- A. The Area of Potential Effects (~~“APE”~~) for Undertakings covered by this ~~PA-Agreement~~ shall be limited to the legal lot lines of a property when the Undertaking consists exclusively of rehabilitating a property’s interior or exterior features.

B. Improvements to Infrastructure. -The Area of Potential Effects for general construction and installation of infrastructure shall be as follows:

- ~~1.~~ 1. Water and sewer lines, the APE shall be the trunk of the sewer and water line;
- ~~2.~~ 2. Curb Cuts for disability access; the actual curb area under construction shall be the APE;
- ~~3.~~ 3. Pavements; the APE shall be the pavement structure and pavement base.
4. In all other infrastructure improvements, the APE shall be analogous in purpose, structure and location to the APE of those listed in subsections 1 through 3 above

C. In all other cases, the City shall determine and document the ~~area of potential effects~~APE, in accordance with 36 CFR §800.16(d).

D. If a member of the public objects to the manner or scope in which the APE for an Undertaking has been delineated, the City shall seek to resolve the dispute in accordance with the procedures set forth in Stipulation XIV.C.

VII. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES

A. The City shall review all existing information on any property within an Undertaking's ~~APE~~, as required by 36 C.F.R. 800.4, to determine if such properties may be Historic Properties. At a minimum the City shall:

1. Review the current listing of the National Register~~RHP~~.
2. Review lists of Historic Properties maintained by the City and SHPO, and the Northwest Information Center of the California Historical Resources Information System, Sonoma State University, Rohnert Park, California, or its successors and any other information available in the City's Planning Department records pertaining to any property within an Undertaking's APE.
3. Visit the site and evaluate in accordance with the Section 106 process.
4. If the property is one to which Indian Tribes attach religious and cultural significance, those Indian tribes will be consulted by the City regarding the Undertaking.
5. The City shall consult with the San Francisco Historic Landmarks Preservation Commission~~Advisory Board~~ ("HPCLPAB") when necessary to determine the significance of a resource.

- B. If a property is listed or has already been determined eligible for listing in the National RegisterRHP, the City shall proceed in accordance with Stipulation VIII, unless exempted by Stipulation IV.
- C. If the CityITV, in consultation with the SHPO, has determined a property to be ineligible for listing in the National RegisterRHP within a period of five (5) years prior to the City's approval of an Undertaking covered by this PA-Agreement and if no other provision of the PA-Agreement requires the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.
- D. Unless exempt pursuant to Stipulation IV or to Sections B. and C. of this Stipulation, the City shall evaluate all properties that may be affected by an Undertaking using the National Register Criteria set forth in 36 CFR Section 60.4. All evaluations shall be documented by the City on a State of California Historic Resources Inventory Form – DPR 523.
 - 1. If the City determines that the property is eligible for inclusion in the National RegisterRHP, the determination shall be documented on a State of California Historic Resources Inventory Form - DPR 523 and submitted by the City to the SHPO for review.
 - a. If the SHPO concurs in the determination, the property shall be considered a Historic Property under this PAgreement.
 - b. If the SHPO does not concur in the determination, the City and the SHPO shall immediately consult for a period of time not to exceed ten (10) calendar days to resolve this disagreement. If the disagreement cannot be resolved within this time frame, the City shall obtain a determination of National RegisterHP eligibility from the Keeper of the National Register in accordance with 36 CFR Section 800.4(c)(2). The Keeper's determination shall be final and binding on the parties of this PAgreement.
 - c. If the SHPO does not respond to the City's determination fifteen (15) calendar days following receipt, the City may assume that the SHPO does not object to the determination and shall proceed in accordance with any other applicable requirements of this PAgreement.
 - 2. If the City determines that the property is not eligible for inclusion in the National RegisterRHP, the City may proceed in accordance with any other applicable requirements of this PAgreement. -The City is not required to submit such determinations individually to the SHPO for review but shall submit a list of such properties semi-annually as part of the documentation required pursuant to Stipulation XIX. -Such properties shall not be considered Historic Properties under this PA-Agreement for a period of five (5) years following the date of the determination and need not be reevaluated during this time frame, unless any signatory to this PA-Agreement notifies the other signatories in writing that changing perceptions of significance justify a reevaluation.

VIII. TREATMENT OF HISTORIC PROPERTIES

A. Section B (Rehabilitation – Option 1) of this Stipulation shall be followed when an Undertaking does NOT involve investment tax credits pursuant to Section 47 of the Internal Revenue Code (IRC) of 1986, as amended (~~“IRC”~~), when Part 2 certification under the IRC is denied, or when an Undertaking is not changed in accordance with any conditions attached to Part 2 certification under the IRC. Otherwise, Section C (Rehabilitation – Option 2 – IRC) of this Stipulation shall be followed.

B. Rehabilitation Option 1

The City shall ensure that scopes of work, plans and specification for Undertakings that may affect historic Properties and that are not exempt from review under this PA Agreement conform to the recommended approaches in the *Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitation, Restoring & Reconstructing Historic Buildings, 1995* (~~“Standards”~~) and to the greatest feasible extent, to the SHBC.

1. The City shall review appropriate project documents to determine conformance for the undertaking with the Standards and SHBC.
 - a. If the City determines that the Undertaking conforms to the Standards and the SHBC and if no other provisions of this PA Agreement require the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.
 - b. If the City determines that the Undertaking does not conform to the Standards and SHBC, the City shall recommend changes to ensure that the Undertaking conforms to the Standards and the SHBC. If the recommended changes are adopted, the City shall determine that the Undertaking conforms to the Standards and SHBC. If no other provision of the PA Agreement require the City to take further steps with respect to the Undertaking, the city shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.
 - c. If the Undertaking is not changed to conform to the Standards and the SHBC, the City and the SHPO shall consult for a period of time not to exceed thirty (30) calendar days to develop a Standard Mitigation Measures Agreement (~~“SMMA”~~) in accordance with Stipulation IX unless the SHPO recommends that development of a SMMA is not appropriate. If a SMMA is developed and executed by the City and the SHPO, and if no other provision of the PA Agreement requires the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.

- d. When the Undertaking does not meet the Standards and the SHBC and the SHPO recommends that development of a SMMA is not appropriate, the City shall immediately notify the ACHP and initiate the consultation process set forth in 36 CFR Section 800.6.

C. Rehabilitation – Option 2 ~~–IRC~~

- 1. If the owner of a property subject to the terms of this [PA-Agreement](#) applies for investment tax credits pursuant to the IRC, the City shall ensure that the following measures are implemented before authorizing the Undertaking to proceed:
 - a. If the property owner applies to the National Park Service (“NPS”) for Part 1 Certification and is denied certification, no further review of the Undertaking is required as of effective the date of NPS denial, unless the Undertaking may affect other Historic Properties. If no other Historic Places may be affected, the City may determine in writing that there are no Historic properties within the Undertakings’ APE. If no other provisions of the [PA-Agreement](#) require the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.
 - b. If the property owner submits a Part 2 Historic Preservation Certification Application to NPS, the review required by the certification process shall supersede the Option 1 review specified above. If the Undertaking receives Part 2 Certification from NPS without conditions, it shall be deemed to conform to the Standards and will require no further review under this [AgreementPA](#). If the Undertaking is certified with conditions, the City shall require that the Undertaking be changed in accordance with the conditions before granting any discretionary approval. If the Undertaking is changed accordingly, no further review under this [PA-Agreement](#) will be required. The City shall document the successful completion of the Part 2 Certification Process in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed.
 - c. If Part 2 Certification is denied or if the Undertaking is not changed in accordance with conditions attached to the certification, review of the Undertaking shall proceed in accordance with Section B.1.c or Section B.1.d of this Stipulation.

D. Relocation of Historic Properties – Individual Properties and Historic District Contributors

- 1. If relocation of a Historic Property is an Undertaking or part of an Undertaking subject to this [PA-Agreement](#) and the Historic Property contributes to a historic district, every reasonable effort shall be made by the City to relocate the Property within the same historic district. Before approving any relocation, the City shall forward to the SHPO, documentation that explains the need for relocation, describes the relocation site, indicates why the proposed relocation site was selected, states whether the relocation site contains archeological

properties, and summarizes the alternatives to relocation that were considered. If the SHPO does not respond to the City's submittal within thirty (30) calendar days following receipt, and if no other provision of this PA-Agreement requires the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.

- a. If the SHPO agrees to the relocation as proposed and if no other provision of this PA-Agreement requires the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.
- b. If the SHPO does not agree to the relocation as proposed, the City and the SHPO shall consult for a period of time not to exceed thirty (30) calendar days to identify a mutually acceptable relocation site. If the City and SHPO identify a mutually acceptable relocation site and if no other provision of this PA-Agreement requires the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.
- c. Any relocation of Historic Properties pursuant to this PA-Agreement shall be carried out in accordance with the recognized approaches in *Moving Historic Buildings* (John Obed Curtis, reprinted 1991 by W. Patram for the International Association of Structural Movers, IASM, P.O. Box 1213) by a professional mover who has the capability to move Hhistoric Properties properly.
- d. If no mutually acceptable relocation site is identified, the City and the SHPO shall consult to develop a SMAA in accordance with Stipulation IX uUnless the SHPO recommends that a SMAA is not appropriate. If a SMAA is developed and no other provisions of this PA-Agreement require the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.
- e. When no mutually acceptable relocation site is identified or the SHPO determines that a SMMA is not appropriate, the City shall immediately notify the ACHP and initiate the consultation process set forth in 36 CFR Section 800.6.

E. Demolition

1. If demolition of an Historic Property is an Undertaking or part of an Undertaking subject to this PAgreement, the City shall forward documentation to the SHPO that explains the need for demolition, includes an independent structural

analysis of the Historic Property (if demolition of the ~~P~~roperty is required in whole or in part due to a lack of structural integrity), summarizes alternatives considered, discusses future plans for the site, sets forth a mitigation plan and includes the views of the public. If the SHPO does not respond to the City's submittal within 30 (thirty) calendar days following receipt, the City shall initiate the consultation process set forth in 36 CFR Section 800.6.

2. If the SHPO agrees to the proposed demolition and determines that development and execution of a SMMA in accordance with Stipulation IX is appropriate, the City and the SHPO shall proceed with development and execution of a SMMA. If no other provision of this PA-Agreement requires the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.
3. When the SHPO does not agree to the proposed demolition or determines that development of a SMMA is not appropriate, the City shall immediately notify the ACHP and initiate the consultation process set forth in 36 CFR Section 800.6.

F. New Construction and Relocation of Non-Historic Properties

1. The City shall ensure that the design of any new construction, in-fill construction or construction of additions to Historic Properties is compatible with the historic qualities of the Historic Property, of any historic district or of adjacent historic buildings in terms of size, scale, massing, color, features, and materials and that the design is responsive to the recommended approaches for new construction set forth in the Standards. In addition, the City shall ensure that any proposal to move a non-historic property next to a Historic Property or into a historic district as well as any subsequent work on the exterior of the non-historic property is responsive to the recommendations set forth in the "District/Neighborhood" section of the Standards.
 - a. The City shall review appropriate project documents to determine conformance of the Undertaking to the design requirements set forth in Section F.1 of this Stipulation VIII.
 - b. If the City determines that the Undertaking conforms and if no other provision of the PA-Agreement requires the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.
 - c. If the City determines that the Undertaking does not conform or would otherwise result in an adverse effect to Historic Properties, the City shall recommend changes to ensure that the Undertaking conforms or that adverse effects can be avoided. If the recommended changes are adopted, the City shall determine that the Undertaking conforms to the

design requirements set forth in Section F.1. of this Stipulation VIII and will not otherwise adversely affect Historic Properties. If no other provisions of this PA-Agreement require the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.

- d. If the recommended changes are not adopted, the City and the SHPO shall consult for a period of time not to exceed thirty (30) calendar days to develop a SMMAA in accordance with Stipulation IX unless the SHPO determines that the development of a SMMAA is not appropriate. If a SMMAA is developed and executed and no other provision of the PA-Agreement requires the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.
- e. When an Undertaking does not conform to the design requirements set forth in Section F.1. of this Stipulation VIII, will otherwise adversely affect Historic Properties, or the SHPO recommends that development of a SMMAA is not appropriate, the City shall immediately notify the ACHP and initiate the consultation process set forth in 36 FR Section 800.6.

IX. RESOLUTION OF ADVERSE EFFECTS

- A. When required by the terms of this AgreementPA, the City and the SHPO shall consult for a period of time not to exceed thirty (30) calendar days to determine if Historic Properties affected by an Undertaking should be treated in accordance with the Standard Mitigation Measures set forth in Appendix B of this PA-Agreement or if the consultation process set forth in 36 CFR Section 800.6 should be initiated.
 - 1. As part of this consultation, the City shall provide the SHPO with documentation that may include but may not necessarily be limited to an alternative analysis, recent independent structural analyses or other assessments of a Historic Property's condition, cost estimates for rehabilitation, information about any economic, social or program-related considerations that should be taken into account, marketing studies and a draft SMMA prepared in accordance with Appendix B of this AgreementPA.
 - 2. If the City and the SHPO determine that the effects of the Undertaking may be resolved by executing and implementing a SMMA, the City and SHPO shall execute and the City shall implement a SMMA developed in compliance with Appendix B of this AgreementPA. The City shall promptly furnish the SHPO with a copy of the fully executed SMMA. If no other provision of this PA-Agreement requires the City to take further steps; with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.

3. If the City and the SHPO cannot agree on the terms of a SMMA or if the SHPO does not respond to the City's request for consultation within the time frame applicable to this consultation, the City shall notify the ACHP and initiate the consultation process set forth in 39 CFR Section 800.6.
- B. The City and the SHPO not execute a SMMA under any of the following circumstances without first completing the consultation process set forth in 36 CFR Section 800.6:
1. ~~1.~~ When the SHPO determines that a SMMA is not appropriate for the Undertaking;
 2. ~~2.~~ When the SHPO fails to respond with the time frame applicable to this consultation;
 3. ~~3.~~ When the Undertaking will adversely affect a National Historic Landmark;
 4. When human remains are present within the Undertaking's APE.

X. EMERGENCY UNDERTAKINGS

- A. This Stipulation shall apply only to situations in which a duly authorized local official has determined in accordance with applicable law, that an imminent threat to the public health and safety exists and that such threat must be removed forthwith ("Emergency Conditions").
- B. When the City determines that Emergency Conditions require immediate demolition of a Historic Property in connection with an activity subject to this ~~Agreement~~PA, the City shall in writing, concurrently notify the ~~ACHP Council~~, the Landmarks Preservation Advisory Board ("LPAB"), the ~~State Historic Preservation Officer~~SHPO, and any Indian Tribe that may attach religious and cultural significance of the proposed removal and afford these parties a maximum of seven (7) days to comment on the proposed demolition. Any notification by the City shall be accompanied by documentation that includes, but is not limited to, a description of the Emergency Conditions, the name, location, and significance of the affected Historic Property, and assessment of the Historic Property's current condition supplemented by photographs, and the date by which the Emergency Conditions must be abated. If the City determines that circumstances do not permit seven days for comment, the City shall notify the ~~ACHP Council~~, the SHPO, the LPAB, and the Indian Tribe and invite any comments within the time available.
- C. The City shall require that any mitigation measures recommended by the ~~ACHP Council~~, the LPAB, the SHPO, and any affected Indian Tribe be implemented if the City deems such measures to be feasible.

- D. The City shall document the actions taken pursuant to this Stipulation in the manner prescribed by Stipulation XIX.A.
- E. Immediate rescue and salvage operations conducted to preserve life and property are exempt from the provisions of Section 106-[36 CFR §800.12(d)].

XI. CONSIDERATION AND TREATMENT OF ARCHEOLOGICAL RESOURCES

- A. The following types of ground-disturbing activities have the potential to affect archeological resources:
 - 1. Ground disturbing site preparation such as grading or excavation, in connection with property relocation or new construction.
 - 2. Footing and foundation work occurring more than two feet from any existing footings or foundations, including soils improvement/densification techniques.
 - 3. Installation of utilities such as sewer and water lines, storm drains, electrical, gas ~~or leach lines and septic tanks~~, except where installation is restricted to areas previously disturbed by installation of these utilities.
 - 4. Installation of irrigation or sprinkler systems, except where installation is restricted to areas previously disturbed by such systems.

- B. When an Undertaking may include the foregoing types of ground-disturbing activities and the Undertaking does not qualify as an exception under this provision, the City shall request or require the project applicant's consulting qualified archeologist to request that the Northwest Information Center of the California Historical Resources System at Sonoma State University, Rohnert Park, California, ("IC" San Francisco Planning Department) prepare conduct a Preliminary Archeological Review that addresses the potential for records search for archeological resources within Undertaking's APE~~the Undertakings APE.~~
 - 1. Exceptions
 - a. A Preliminary Archeological Review~~The City~~ is NOT required ~~to request the IC for an A~~ under the following circumstances:
 - i. When the ground-disturbing activities set forth in Sections A.2, A.3 and A.4 of this stipulation will occur exclusively within the legal lot lines of a parcel used as a single family residence, or
 - ii. When the ground-disturbing activities set forth in the Sections A.2, A.3 and A.4 of this stipulation will be outside the legal lot lines of a parcel used as a single family residence and will be confined to areas previously disturbed by such activities.

- C. ~~If the Planning Department City determines that an archeological resource is not located within the Undertaking's APE, no further consideration of archeological resources by the City is required. Unless the IC informs the City that an archeological property is located within the Undertaking's APE or recommends that a qualified archeologist conduct a survey or an archival research of the APE, no further consideration of archeological resources by the City is required.~~ If no other provision of this **PA Agreement** requires the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A. and may authorize the Undertaking to proceed without further review.
- D. If the **Planning Department IC** informs the City that an archeological property is located within the Undertaking's APE or recommends that a survey be conducted, the City shall promptly furnish the SHPO with a copy of the **Planning Department's IC's** response and request the comments of the SHPO.
1. ~~If the SHPO determines that a survey is not necessary and the Undertaking's APE does not contain a known archeological resource, no further consideration of such resources by the City is required. If no other provisions of this PA Agreement require the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.~~
 1. ~~If the SHPO recommends that the APE should be surveyed or subject to archival research, the City shall engage a qualified archeologist to conduct the survey of the APE and prepare a written report.~~
 - 2.1. ~~If the SHPO determines that a survey is not necessary and the Undertaking's APE does not contain a known archeological resource, no further consideration of such resources by the City is required. If no other provisions of this PA require the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.~~
 - 3.2. If the Undertaking's APE contains known archeological resources or such resources are identified through a survey or archeological testing, the City shall cause the Undertaking to be redesigned if feasible to avoid said resources and shall notify the SHPO of these actions. If no other provisions of this **PA Agreement** require the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed without further review.

~~———— If the Undertaking cannot be redesigned to avoid the resources, the City shall~~
 3. If the SHPO recommends that the APE should be surveyed or subject to archival research, the City shall undertake the process set forth in Appendix B: Standard Mitigation Measures and Adverse Effects.

~~4. —engage a qualified archeologist to evaluate the resources in accordance with the NRHP Criteria set forth in 36 CFR Section 60.4. This evaluation shall be documented by the archeologist in a written report submitted to the SHPO for review.~~

~~a. —If the SHPO informs the City that the resources are Historic Properties, the City shall engage a qualified archeologist to develop a written data recovery and artifact disposition/curation plan that is consistent with the *Secretary of the Interior’s Standards and Guidelines for Archeological Documentation* (36 CFR Part 61, Appendix A) that takes into account the ACHP’s publication, *Treatment of Archeological Properties* and subsequent revisions made by the ACHP as well as any applicable SHPO guidance, and whose disposition/curation provision are consistent with applicable state law. Once approved by the SHPO, the City shall ensure that the plan is implemented by a qualified archeologist and that the results of the data recovery are documented in writing by the archaeologist in accordance with applicable professional standards and guidelines. When data recovery has been completed and if no other provision of the its PA require the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed.~~

~~b. —If the SHPO informs the City that the resources are not Historic Properties, no further consideration of these resources by the City is required. If no other provisions of the PA require the City to take further steps in respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed~~

E. As used in this Stipulation, “qualified archeologist” means a person who at a minimum meets the *Secretary of the Interior’s Professional Qualifications Standards (36 CFR Part 61, Appendix A)* for archeology.

F. The SHPO shall respond to any request for comments submitted under this Stipulation within fifteen (15) calendar days following the receipt. The City may assume that the SHPO does not object to any action deemed by the City to be appropriate under this Stipulation if the SHPO fails to respond within this time frame. If no other provisions of the PA Agreement require the City to take further steps in respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XIX.A and may authorize the Undertaking to proceed.

XII. REVIEW OF CHANGES TO APPROVED UNDERTAKINGS

A. The City shall promptly notify the SHPO if:

1. Previously approved scopes of work, plans or specifications for an Undertaking are changed so that, (a) the Undertaking is no longer exempt from review pursuant to Stipulation IV.C. and (b) the nature of the change is such that the terms of the PA-Agreement require the City to consult the SHPO about the modified Undertaking; or
 2. Amendments to previously executed SMMA's are proposed.
- B. If such changes or amendments are proposed and if not otherwise precluded by other Stipulations in the AgreementPA, the City and the SHPO shall comply with the provisions of Stipulation VIII in making- any such changes or amendments to the Undertaking or to any SMMA.

XIII. DISCOVERIES AND UNANTICIPATED EFFECTS

- A. The City shall notify the SHPO as soon as possible if it appears that an Undertaking may affect a previously unidentified property that may be eligible for inclusion in the National RegisterRHP or affect a known Historic Property in an unanticipated manner. The City may suspend construction of all or part of the Undertaking in the vicinity of the discovery and require that reasonable measures be taken to avoid or minimize harm to the property until the City concludes consultation with the SHPO.
- B. If the newly discovered property has not previously been included in or determined eligible for inclusion in the National RegisterHP, the City may assume that the property is eligible for purposes of this Agreement-PA. The City shall notify the SHPO at the earliest possible time and consult to develop actions that take the effects of the Undertaking on the property into account. The City shall notify the SHPO of any time constraints, and the City and the SHPO shall mutually agree on the time frames for this consultation. The City shall provide the SHPO with written recommendations that take the effect of the Undertaking into account. If the SHPO does not object to the City's recommendations within the agreed upon time frame, the City shall require the scope of work for the Undertaking to be modified as necessary to implement its recommendations.

XIV. PUBLIC INVOLVEMENT

- A. The City shall identify any public interest in the Undertakings subject to this Agreement-PA; by informing the public about Historic Properties when complying with the public participation requirements set forth in 24 CFR Part 58 and in the regulations for any other Program delegated by HUD to the City as may be applicable.
- B. The City or the SHPO may invite interested persons to participate in the development of SMMA's pursuant to Stipulation VIII. and IX and to participate as interested parties whenever this PA-Agreement mandates the consultation set forth in 36 CFR Section 800.6.

- C. The City, shall except where appropriate to protect confidentiality concerns of affected parties, provide the public with information about an undertaking and its effects on historic properties and seek public comment and input. Members of the public may also provide views on their own initiative for the agency official to consider in decision-making. The City may use the agency's procedures for public involvement under the National Environmental Policy Act or other program requirements in lieu of public involvement requirements in subpart B of 36 CFR part 800, if they provide adequate opportunities for public involvement consistent with that subpart.

- D. At any time during implementation of the measures stipulated in this Agreement PA, should a member of the public raise an objection pertaining to delineation of an APE or to treatment of a Historic Property, the City shall notify the SHPO immediately of the objection and then proceed to consider the objection and consult, as needed, with the objecting party and the SHPO, for a period of time not to exceed 15 calendar days. If the City is unable to resolve the conflict, the City shall forward all documentation relevant to the dispute to the ACHP in accordance with 36 C>F>R> Section 800.2(b)(2). The City, in reaching a final decision regarding the dispute, shall take any ACHP comment provided into account. The City shall also consult with its Certified Local Government (CLG) Coordinator. The City's responsibility to carry out all other actions under this PA Agreement that are not the subject of the dispute shall remain unchanged.
 - 1. If the objection pertains to a decision by the City and the SHPO to implement a SMMA pursuant to Stipulations VIII ~~o~~Or IX, the City shall immediately suspend work on the Undertaking and shall initiate consultation with the SHPO and the ACHP pursuant to 36 CFR Section 800.6.

XV. TIME PERIODS FOR SHPO REVIEW

Unless otherwise stipulated, the SHPO shall respond within thirty (30) calendar days of receipt to any documentation submitted by the City pursuant to the requirements of this Agreement PA. If the SHPO does not respond within this time frame or within the time frames otherwise stipulated by this PA Agreement, the City shall proceed in accordance with the specific Stipulation(s) that apply to the SHPO review of the documentation submitted.

XVI. DISPUTE RESOLUTION

- A. Should ~~ANY SIGNATORY~~ any signatory object within the time frames specified in this PA Agreement to any plans, specifications, documents or actions provided for review pursuant to this Agreement PA, the City shall consult with the objecting party to resolve the objection. If the City determines within fifteen (15) calendar days of receipt of any such objection that such objection cannot be resolved, the City shall forward all documentation relevant to the dispute to the ACHP in accordance with 36 C>F>R> 800.2(b)(2).

1. Within thirty (30) calendar days after receipt of all pertinent documentation, the ACHP Council will either:
 - a. Provide the City with recommendations or comments which the City shall take into account in reaching a final decision regarding the dispute, or
 - b. Notify the City that it will comment in accordance with 36 CFR Section 800.7(c) and proceed to comment
2. If the Council fails to provide recommendations or to comment within the specified time period, the City may implement that portion of the Undertaking subject to dispute under this Stipulation in accordance with any documentation as submitted and amended by the City
3. Any ACHP comments provided to the City in response to such a request shall be taken into account by the City in accordance with 36 CFR 800.7(c)(4) with references to the subject of the dispute. Any recommendation or comment provided by the Council will be interpreted to pertain only to the subject of the dispute. The responsibility of the City to carry out all actions under this PA Agreement that are not the subject of the dispute shall remain unchanged.

XVII. ANTICIPATORY DEMOLITION

The City agrees that it will not assist any party who, with intent to avoid the requirements of this PA Agreement or the National Historic Preservation Act, has intentionally significantly adversely affected a Historic Property to which the assistance would relate, or having legal power to prevent it, allowed such significant adverse effect to occur. The City may, after consultation with the Council, determine that circumstances justify granting such assistance despite the adverse effects created or permitted by the party to be assisted.

XVIII. MONITORING

The SHPO and the ACHP may monitor or review activities carried out pursuant to this PA Agreement, and the ACHP shall review any activities if requested. The City shall cooperate with the SHPO and the ACHP in carrying out these monitoring and review activities by making all relevant non-privileged files available for inspection, upon reasonable notice from the SHPO and ACHP.

XIX. DOCUMENTATION, REPORTING AND REVIEW OF ACTIVITIES

- A. The City shall document in writing all actions taken pursuant to this Agreement, PA, retain this documentation in its projects files, and include such documentation as necessary in the Programmatic Agreement Compliance Report(s) ("PACR") required pursuant to Section B of this Stipulation.

B. The City shall provide the SHPO and the ACHP with a PACR on June 30 and December 31 of every year so long as this PA Agreement is in effect. The City shall also offer copies of PACR to the HUD San Francisco area office of the U.S. Department of Housing and Urban Development (HUD) and shall provide HUD with copies, if HUD so requests.

1. The PACR shall: summarize activities carried out under the terms of this AgreementPA; list by property address all Undertakings, including those set forth in Appendix A, that were reviewed pursuant to the AgreementPA; and document all decisions made with respect to “Identification and Evaluation of Historic Properties,” “Treatment of Historic Properties,” “Resolutions of Adverse Effects,” and “Considerations and Treatment of Archeological Resources,” include copies of all SMMA’s and present the views of the City regarding the usefulness of this PA Agreement in promoting the efficiency and effectiveness of both the Programs and the consideration of Historic Properties.

C. The City shall make PACR’s available for public inspection and comment, ensure that the public is made aware of their availability for inspection and comments, and invite the public to submit any comments to the ACHP, the SHPO and the City.

D. The signatories to this PA Agreement shall review PACR’s and any comments submitted pursuant to Section C of this Stipulation. Based on that review, the signatories will determine whether this PA Agreement should be amended in accordance with Stipulations XX.

~~E.~~

XX. AMENDMENTS

A. Any party to this PA Agreement may request that it be amended whereupon the parties shall consult in accordance with 36 CFR Sections 800.14 to consider such amendments.

B. Any resulting amendments or addenda shall be developed and executed by the parties in the same manner as the original PA Agreement.

XXI. CITY STAFFING

A. The Certified Local Government CLG Coordinator, for purposes of this agreement, must meet the minimum professional qualifications for history or architectural history as defined in 36 CFR Part 61.

B. The City will assign staff to assure that work was carried out as planned, and will maintain records for each project which documents compliance with the terms of this AgreementPA, and will retain the services of a qualified archeologist #

~~Archeological Consultant ("AC")~~ as the need may arise and in accordance with Section IV.C of this ~~Agreement~~PA.

XXII. TERMINATION

Any party to this ~~PA-Agreement~~ may terminate the ~~PA-Agreement~~ by providing one hundred and eighty days (180) calendar ~~days-noticedays' notice~~ to the other consulting parties, provided that the consulting parties shall consult during the period before termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the City will comply with 36 CFR Section 800 with respect to individual Undertakings covered by this ~~Agreement~~.PA

XXIII. FAILURE TO COMPLY WITH THE PROGRAMMATIC AGREEMENT

~~II. FAILURE TO COMPLY WITH THE PROGRAMMATIC AGREEMENT~~

In the event the City cannot carry out the terms of this ~~Agreement~~PA, the City shall not take or sanction any action or make any commitment that would result in an adverse effect to Historic Properties or which would foreclose the ~~ACHPCouncil~~'s consideration of modifications or alternatives to the individual Undertakings, and the City will comply with 36 CFR Section 800 with regard to each individual Undertaking subject to this ~~Agreement~~.PA.

EXECUTION AND IMPLEMENTATION of this ~~PA-Agreement~~ evidences that the City and County of San Francisco has afforded the ~~ACHPCouncil~~ a reasonable opportunity to comment on these Programs and that the City has satisfied its Section 106 responsibilities for all individual Undertakings of the Programs covered by this ~~Agreement~~.PA.

ADVISORY COUNCIL ON HISTORIC PRESERVATION
Signature on original

CITY AND COUNTY OF SAN FRANCISCO
Signature on original

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
Signature on original

APPENDIX A

The following Undertakings require only administrative review by the City and not the SHPO or the ACHP pursuant to Stipulation IV of this [AgreementPA](#).

1. Demolition and rehabilitation of facilities that are not Historic Properties, except when a proposed addition of such facilities may affect a surrounding or adjacent historic district;
2. Repair, replacement and installation of the following systems provided that such work does not affect the exterior of a property or require new duct installation throughout the interior:
 - a. ~~E~~lectrical work;
 - b. ~~p~~lumbing pipes and fixtures, including water heaters;
 - c. ~~h~~Heating and air conditioning system improvements;
 - d. ~~f~~ire and smoke detector system installation;
 - e. ~~s~~prinkler system installation;
 - f. ~~v~~entilation system installation;
 - g. ~~i~~nterior elevator or wheelchair conveying system; and
 - h. ~~b~~athroom improvements where work is restricted to an existing bathroom.
3. Repair or partial replacement of porches, decks, cornices, exterior siding, doors, thresholds, balustrades, stairs, or other trim when the repair or replacement is done in kind to closely match existing material and form;
4. Installation of new shelf space or improvement of such, and repair, replacement, and installation of cabinets, countertops and appliances;
5. Repair or replacement of fencing, gates and freestanding exterior walls when work is done in-kind to match exiting materials and form;
6. Repair, replacement or installation of windows and storm windows (exterior, interior, metal or wood) provided these match the shape, size and material of the historic windows and provided that, for storm windows, the meeting rail coincides with that of the historic window. Color should match trim. If reproduction of damaged elements must be accomplished with new materials than any reproduction or replacement shall be in kind;
7. Installation ~~of~~ new window jambs, jamb liners, and screens;
8. Caulking, weather-stripping, reglazing and repainting of windows;
9. Roof repair or replacement of historic roofing with materials that closely match existing materials and forms. Cement asbestos shingles may be replaced with asphalt-based shingles;
10. Repair, replacement or installation of gutters and down spouts;
11. Repainting and refinishing of exterior or interior surfaces, including but not limited to walls, floors, and ceilings, provided that harmful surface preparation treatments including but not limited to water blasting, sandblasting, and chemical removal are not used and that work is done in-kind ~~dg~~ to match existing material and form;
12. Repair or replacement of awnings and signs when work is done in-kind to closely match the existing material and form;
13. Installation of insulation, with the exception of area 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;
14. Installation or replacement of security devices, including dead bolts, door locks, window latches, security grilles, surveillance cameras and door peepholes, with electronic security systems;
15. Installation of grab bars, handrails, guardrails and minor interior and exterior modifications for disabled accessibility;

16. Modifications of and improvements to path of travel for persons with disabilities from, to and within a building, structure, playground or park;
17. Repair or replacement of interior stairs when work is done in-kind to match existing material and form;
18. Replacement of non-significant flat stock trim;
19. Repair or replacement of existing roads, driveways, sidewalks, curbs, curb ramps, speed bumps and gutters provided that work is done in-kind to closely match existing materials and forms and provided that there are only minimal changes in the dimensions and configurations of these features;
20. Repair, replacement and installation of the following, regardless of their location within or adjacent to an historic district:
 - a. ~~p~~Park furniture, including benches, picnic tables, chairs, planter boxes, barbecue pits and trellises;
 - b. ~~o~~Outdoor yard improvements, including play structure, matting, fencing, gates, play-ground lighting, drinking fountain, play-ground equipments, path of travel and ramps;
 - c. ~~l~~Landscaping, including tree planting, tree pruning, shrub removal, play court resurfacing or sodding, irrigation, murals and painting of game lines for school play yards and grounds.
21. Repair, replacement or installation of water, gas, storm, and sewer lines when the work qualifies as an exemption pursuant to Stipulation XI.B.
22. Acquisition of properties which is limited to the legal transfer of ownership with no physical improvement proposed;
23. Temporary bracing or shoring;
24. Anchoring of masonry walls to floor systems so long as anchors are e bedded and concealed from exterior view such as in the HILTI systems;
25. Stabilization of foundations and addition of foundation bolts;
26. Rental and installation of scaffolding;
27. Installation of temporary, reversible barriers such as chain link fences and polyethylene sheeting or tarps;
28. Repair and replacement of any interior or exterior elements when the repair or replacement is done in-kind~~g~~ to closely match existi~~ng~~ng materials.

APPENDIX B

B

STANDARD MITIGATION MEASURES AND ADVERSE EFFECTS

When deemed appropriate by the City in consultation with the SHPO, ~~t~~^he city and the SHPO may develop and execute without ACHP participation a written SMMA Standard Mitigation Measures Agreement (“SMMA”) that includes one or more of the following Standard Mitigation Measures ~~(SMMs)~~ for Undertakings not listed in Stipulation IX.B. The ~~e~~^city must submit copies of all fully executed SMMA’s to the SHPO and retain copies of all such SMMA’s in accordance with Stipulations IX.A.2 and XIX.A of this Agreement^{PA}.

~~A. Prior to demolition, alteration or relocation of an Historic Property, the City shall:~~

~~1. Contact the Historic American Buildings Survey (HABS)/Historic Area Engineering Record (HAER)/Historic American Landscape Survey (HALS) Coordinator, Oakland office of the Pacific Western Regional Office of the National Park Service, or its successor to determine what level and kind of recordation is required for the Property. Unless otherwise agreed to by HABS/HAER, the City shall ensure that all documentation is completed and accepted by HABS/HAER before it authorizes the activity that would adversely affect the Property to proceed, and that copies of this documentation are made available to the SHPO and to appropriate local archives designated by the SHPO; OR~~

~~2. Record the Property in accordance with a Recordation Plan (“RP”) developed by the SHPO.~~

~~a. At a minimum, RPs shall establish recordation methods and standards.~~

~~b. The City shall consult with the SHPO to identify appropriate archives where the City will deposit copies of the recordation materials.~~

~~c. The City and the SHPO may mutually agree to waive the recordation requirement if the affected Historic Properties will be substantially repaired in accordance with the Standards.~~

~~B. The City, in consultation with the SHPO, shall identify appropriate parties to receive salvaged architectural features. The City shall ensure that significant architectural features are salvaged before demolition or alteration and that they are properly stored and protected. When feasible and appropriate, salvaged architectural features shall be reused in other preservation projects.~~

~~C. The City shall ensure that, where the SHPO has determined that the treatment of the Historic Properties or the design of the new buildings cannot feasibly meet the Standards or any SHPO-approved design guidelines, the work shall be carried out in accordance with construction documents or work write-ups that have been reviewed and approved by the SHPO.~~

~~D. The City shall ensure that a Marketing Plan (“MP”) proposed either by the City or the SHPO is implemented before demolition or relocation of Historic Properties is authorized. The MP shall include those elements specified in Items 1-4, pages 33-34 of the ACHP’s Publication,~~

~~Preparing Agreement Documents (1989). The City shall review all purchase offers in consultation with the SHPO.~~

APPENDIX C

I. IDENTIFICATION AND EVALUATION OF ARCHITECTUAL PROPERTIES

- A. The City shall ensure that all work carried out pursuant to this Agreement shall be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards for Architectural History.
- B. The Project Developers will retain the services of an Architectural Historian from the rotational Department Qualified Historic Resource Consultant Pool maintained by the ~~San Francisco~~ Planning Department;
- C. All work carried out pursuant to this Agreement shall meet the Secretary of the Interior's Standards for Historic Preservation;
- D. The Consultant shall undertake such archival research, and conduct field studies as deemed necessary by the Staff Preservation Planner.
- E. At a minimum, the Consultant shall:
1. Review all existing information on properties within the APE, as required by 36 CFR 800.4 to determine if such properties may be Historic Properties.
 2. This includes review of Historic Properties maintained on the National Register, California Register of Historical Resources (California Register)ity, SHPO, and ~~NWIC~~ Planning Department.
 3. Visit the site and evaluate in accordance with the Section 106 process.
 4. ~~Coordinate with the Planning Department, who The City~~ shall consult with the San Francisco Landmarks Preservation Advisory Board to determine the significance of resources within the APE.
 5. If the ~~City~~ Planning Department determines that ~~H~~ historic ~~P~~ properties within the APE are potentially eligible for inclusion in the National Register, the consultant shall document this determination ~~shall be documented~~ on a State of California Historic Resources Inventory Form (~~—~~DPR 523) and submit ~~it ted~~ to the SHPO for review.
 6. If the ~~Planning Department~~ City determines that the properties are not eligible for inclusion in the National Register, the City may proceed in accordance with any other applicable requirements of this Agreement~~PA~~. The City is not required to submit such determination individually to the SHPO for review but shall submit a list of such properties semi-annually following stipulations set forth in Section VII of this ~~Agreement~~ ~~Part 58 PA~~.
- F. The City shall ensure that the design of any new construction, in-fill construction, or construction of additions to Historic Properties is compatible with the historic qualities

of the identified Historic Property, or of any historic district or adjacent historic buildings in terms of size, scale, massing, color, features, and materials and that the design is responsive to the recommended approaches for new construction set forth in the Standards, following stipulations set forth in Section VIII, Treatment of Historic Properties of this Agreement-Part 58 PA.

II. IDENTIFICATION AND EVALUATION OF ARCHEOLOGICAL PROPERTIES

- A. The City shall ensure that all work carried out pursuant to this Agreement shall be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards for Archeology.
- B. The Project Developers will retain the services of an archeologist from the rotational Department Qualified Archeological Review Consultant Pool maintained by the ~~San Francisco~~ Planning Department;
- C. All work carried out pursuant to this Agreement shall meet the Secretary of the Interior's Standards for Archeology and Historic Preservation;
- D. The Archeological Consultant shall undertake such archival research, and conduct field studies as deemed necessary by the ~~Planning Department's~~ Staff Archeologist (~~Staff Archeologist~~).
- E. ~~Should they be so directed by the Staff Archeologist, T~~the Archeological -Consultant shall develop an Archeological Testing Plan (ATP), and ~~;~~
- ~~F. The Archeological Consultant shall undertake an~~the archeological testing program as specified herein ~~in Section III below~~. In addition, the Archeological Consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure.
- ~~G. The Archeological Consultant's work shall be conducted in accordance with this measure at the direction of the City's Staff Archeologist.~~
- FH. All plans and reports prepared by the Archeological Consultant as specified herein shall be submitted first and directly to the Staff Archeologist for review and comment, and shall be considered draft reports subject to revision until final approval by the Staff Archeologist.

III. ARCHEOLOGICAL TESTING AND EVALUATION PROGRAM

- A. ~~The archeological testing program shall be conducted in accordance with the approved Archeological Testing Plan (ATP) as approved by the Staff Archeologist. Should it be required by the Staff Archeologist, T~~the ATP will identify the types of the expected archeological resource(s) that potentially could be adversely affected by the proposed ~~project~~Undertaking, the testing method to be used, and the locations recommended for testing.
- B. The purpose of the archeological testing program will be to determine to the extent possible the presence or absence of archeological resources and to identify and to evaluate whether any archeological resource encountered on the site constitutes an

Historic Property using the criteria of the National Register of Historic Places (National Register).

C. At the completion of the archeological testing program, the Archeological Consultant a project archeologist shall submit a written report of the findings to the Staff Archeologist. If based on the archeological testing program the project Archeological Consultant archeologist finds that significant archeological resources may be present, the Staff Archeologist in consultation and coordination with the Archeological Consultant project archeologist shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archeological testing, archeological monitoring, and/or an archeological data recovery program. No archeological data recovery shall be undertaken without the prior approval of the Staff Archeologist. If the Staff Archeologist determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, at the discretion of the project Developer sponsor either:

1. The proposed Undertaking project shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or
2. A data recovery program shall be implemented, unless the Staff Archeologist determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.

D. Evaluation of Archeological Resources

1. The City and Consultant Archeologist shall use National Register criteria for evaluating the significance of the archeological properties. The criteria for evaluation are the quality of significance in American history, architecture, archeology, engineering, and culture, and may be present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association and
 - a) that are associated with events that have made a significant contribution to the broad patterns of our history; or
 - b) that are associated with the lives of persons significant in our past;
or
 - c) that embody distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
 - d) that have yielded, or may be likely to yield, information important in prehistory or history.
2. If an archeological resource is encountered that the City and Staff Archeologist determines is eligible for inclusion in the National Register, the City shall act in accordance with the applicable provisions of this Agreement. The property and eligibility determination will be submitted to the SHPO for review pursuant to the terms of Stipulation V.

3. If resources are found that the Staff Archeologist determines to meet significance Criterion D, and if preservation in place is not feasible, an archeological data recovery program shall be implemented in accordance with Stipulation XI of this Agreement. If resources are found to meet Criteria a and/or b and/or c, then representatives of the appropriate descendant community or the appropriate community member shall be notified immediately upon the determination. Upon such notification and in consultation with appropriate descendant community representatives, the Staff Archeologist will identify appropriate treatment and will be implemented by the Archeological Consultant and Project Developer. If after fifteen (15) days of notification to the descendant community does not respond to the request for consultation then the appropriate treatment, as approved by the Staff Archeologist, will be implemented by the Archeological Consultant and Project Developer.

ED. Archaeological Data Recovery Program

1. If archeological resources are identified and determined by the Staff Archeologist to be significant under ~~Criterion D of the National Register~~, an archeological data recovery program shall be conducted in accordance with an archeological data recovery plan (ADRP). The ~~project archeologist~~Archeological Consultant, Project Developer, ~~project sponsor~~, and Staff Archeologist shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The ~~project archeologist~~Archeological Consultant shall submit a draft ADRP to the Staff Archeologist. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions.
2. Data recovery, in general, should be limited to archeological properties determined to be significant, following application of all National Register criteria, as defined above, and portions of the ~~H~~historical ~~P~~roperty(ies) that could be adversely affected by the proposed ~~P~~roject. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical;
3. The scope of the ADRP shall include the following elements:
 - Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations.
 - Cataloguing and Laboratory Analysis. Description of selected cataloguing system and artifact analysis procedures.
 - Discard and Deaccession Policy. Description of and rationale for field and post-field discard and deaccession policies.
 - Interpretive Program. Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program.
 - Security Measures. Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.

Final Report. Description of proposed report format and distribution of results.
Curation. Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

~~E. Evaluation of Archeological Resources~~

~~1. The City shall use National Register criteria for evaluating the significance of the archeological properties. The criteria for evaluation are the quality of significance in American history, architecture, archeology, engineering, and culture, and may be present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association and~~

~~a) that are associated with events that have made a significant contribution to the broad patterns of our history; or~~

~~b) that are associated with the lives of persons significant in our past; or~~

~~c) that embody distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or~~

~~d) that have yielded, or may be likely to yield, information important in prehistory or history.~~

~~2. If an archeological resource is encountered that the City determines is eligible for inclusion in the National Register, the City shall act in accordance with the applicable provisions of the Part 58 PA. The property and eligibility determination will be submitted to the SHPO for review pursuant to the terms of Stipulation V.~~

~~3. If resources are found that the Staff Archeologist determines to meet significance criterion d, and if preservation in place is not feasible, an Archeological Data Recovery Program shall be implemented in accordance with Stipulation XI of the Part 58 PA. If resources are found to meet criteria a and/or b and/or c, then representatives of the appropriate descendant community or the appropriate community member shall be notified immediately upon the determination. Upon such notification and in consultation with appropriate descendant community representatives, the Staff Archeologist will identify appropriate treatment and will be implemented by the Archeological Consultant and project sponsor. If after fifteen days of notification to the descendant community does not respond to the request for consultation then the appropriate treatment, as approved by the Staff Archeologist, will be implemented by the Archeological Consultant and project sponsor.~~

F. Archeological Monitoring Program (AMP).

1. If the Staff Archeologist (in consultation with the Archeological Consultant) determines that an archeological monitoring program shall be implemented, the archeological monitoring program shall minimally include the following provisions:

12. The Archeological Consultant, ~~P~~project Developersponsor, and Staff Archeologist shall meet and consult on the scope of the ~~AMP~~archaeological monitoring program reasonably prior to any project-related soils disturbing activities commencing.

32. The Staff Archeologist (in consultation with the Archeological Consultant) shall determine what project activities shall be archeologically monitored. In most cases, any soils-disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall

require archeological monitoring because of the risk these activities pose to potential archeological resources and to their depositional context.

43. The Archeological Consultant shall advise all ~~Undertaking-related project~~ contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource.
54. Archeological monitor(s) (Monitors) under the supervision of the Archeological Consultant and as approved by the Staff Archeologist shall be present on the project site according to a schedule agreed upon by the ~~Archeological Consultant~~archeologist and the Staff Archeologist until the Staff Archeologist has (in consultation with the Archeological Consultant) determined that project construction activities could have no effects on significant archeological deposits.
65. The Monitors shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis.
76. If an intact archeological resource is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The Monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, shoring, etc.), the Monitor has cause to believe that the pile driving activity may affect an archeological resource, the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the Staff Archeologist. The Archeological Consultant shall immediately notify the Staff Archeologist of the encountered archeological deposit. The Archeological Consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the Staff Archeologist.
78. Whether or not significant archeological resources are encountered, the Archeological Consultant shall submit a written report of the findings of the monitoring program to the Staff Archeologist.

G. Final Archeological Resources Report

1. The ~~project archeologist~~Archeological Consultant shall submit a Draft Final Archeological Resources Report (FARR) to the Staff Archeologist that evaluates the historic significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.
2. Once approved by the Staff Archeologist, copies of the FARR shall be distributed as follows: the California Historical Resources Information System, ~~Northwest Information Center~~ WIC shall receive one (1) copy and the Staff Archeologist shall receive a copy of ~~this~~ transmittal ~~of the FARR to the NWIC~~. The ~~Environmental~~

~~Planning division of the~~ Planning Department shall receive one (1) bound, one (1) unbound, and one unlocked, searchable PDF copy on CD of the FARR along with copies of any formal site recordation forms (CA-DPR 523 series) and/or documentation for nomination to the National Register ~~or the California Register of Historical Resources~~. In instances of high public interest in or the high interpretive value of the resource, the Staff Archeologist may require a different final report content, format, and distribution than that presented above.

H. Post-Review Discoveries. After all archeological work has concluded there is the possibility that unanticipated discovery of archeological deposits and/or features could occur during additional construction efforts. It is possible that such actions could unearth, expose, or disturb subsurface archeological, historical, or Native American resources that were not observable during previous archeological phases. To facilitate compliance with regulatory requirements, ~~Undertaking-related project~~ personnel shall be alerted to the possibility of encountering archeological materials and/or human remains during construction, and apprised of the proper procedures to follow in the event that such materials are found in accordance with 36 CFR 800.13(a)(3).

IV. CONSULTATION WITH DESCENDANT COMMUNITIES

On discovery of an archeological site associated with descendant Native Americans, Overseas Chinese, or other descendant group, an appropriate representative of the descendant group and the Staff Archeologist shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to consult with the Staff Archeologist regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report shall be provided to the representative of the descendant group ~~should~~ it be requested.

V. HUMAN REMAINS AND ASSOCIATED OR UNASSOCIATED FUNERARY OBJECTS

If human remains are discovered at any time during the implementation of the Undertaking, the agency shall follow the provisions of the Native American Graves Protection and Repatriation Act (25 USC § 3001) and the California Health and Human Safety Code (Human Remains) Section 7050.5 as well as local laws as appropriate. This shall include immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The ~~City, Archeological Consultant, Project Developer, project archeologist, project sponsor,~~ and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects. The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.