

**FIRST AMENDMENT TO
PROGRAMMATIC AGREEMENT
AMONG
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICER,
THE CITY OF DETROIT, MICHIGAN AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING ADMINISTRATION OF THE
HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS
FUNDED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS the City of Detroit (the “City”), the Michigan State Historic Preservation Officer (the “SHPO”), and the Advisory Council on Historic Preservation (the “ACHP”) (collectively, the Parties”) entered into a Programmatic Agreement on November 9, 2016 (Agreement) to administer U.S. Department of Housing and Urban Development (“HUD”) grant and/or entitlement programs with funds from HUD (the “Agreement”); and

WHEREAS, since the execution of the Agreement, the Preservation Specialist position and the City’s duties under the Agreement have been transferred from the City of Detroit Planning & Development Department (the “PDD”) to the City of Detroit Housing & Revitalization Department (the “HRD”) (the “City Reorganization”), and the Agreement requires an amendment to reflect this change; and

WHEREAS, the Parties desire to amend the Agreement to reflect the changes made due to the City Reorganization.

NOW THEREFORE, in accordance with Stipulation XVIII of the Agreement, the Parties agree to amend the Agreement as follows:

1. The second Recital is hereby deleted and replaced with:

WHEREAS, the City, by and through the HRD, now or may in the future, establish a program (“Program”) to administer HUD grant and/or entitlement programs with funds from HUD. Such HUD programs to be administered by the City through its Program may include but are not limited to the following programs: the Community Development Block Grant (“CDBG”) Program, the CDBG-Disaster Recovery (“CDBG-DR”) Program, the CDBG-Declared Disaster Recovery (“CDBG-DDR”) Program, the Self-Help Homeownership Opportunity Program (“SHOP”), the Housing Opportunities for Persons With AIDS (“HOPWA”) Program, the HOME Investments Partnerships (“HOME”) Program, the Lead Hazard Reduction Demonstration Grant (“LHRDG”) Program, the Special Purpose Grants Program, the Emergency Shelter Grant (“ESG”) Program, the Neighborhood Stabilization Program (“NSP”), and the Public and Indian Housing Program (“PIH”), each as described in Appendix A of this Agreement; and

2. The sixth Recital is hereby deleted and replaced with:

WHEREAS, the City, as the Responsible Entity (the “RE”) shall assist the Detroit Housing Commission (the “DHC”) for projects that expend PIH funding; and

3. The seventh Recital is hereby deleted and replaced with:

WHEREAS, due to the City’s acceptance of federal environmental review responsibility, in accordance with section 104(g) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(g), the City, by and through the HRD, has assumed federal agency responsibility for compliance with Section 106 of the National Historic Preservation Act of 1966 (the “NHPA”), 54 U.S.C. § 306108, (“Section 106”); and

4. Stipulation II(A.) is hereby deleted and replaced with:

A. The City shall employ at least one (1) staff person or contract with a consultant who shall have professional qualifications in architectural history, historic architecture, or related fields in accordance with the Secretary of the Interior’s Professional Qualification Standards, as set forth in 36 C.F.R. Part 61 (the “Qualification Standards”). Such person (the “Preservation Specialist”) will be responsible for administering those Stipulations of this Agreement requiring their particular expertise and for coordinating with appropriate City departments, authorities, and agencies regarding any Undertakings included in the Program.

5. Stipulation III(B.)(3) is hereby deleted and replaced with:

3. The first survey will commence within six (6) months after the implementation of the Historic Preservation Plan. All surveys will be planned in coordination with the HRD and the SHPO and will be conducted and/or supervised by HDAB staff. However, until the Historic Preservation Plan is implemented, HDAB will continue their current survey program through the use of existing staff and 36 CFR 61 qualified consultants.

6. Stipulation IV(A.) is hereby deleted and replaced with:

A. **Programmatic Exclusions.** The Parties agree that certain types of Undertakings have limited potential to affect Historic Properties and do not require further review from the SHPO if the Preservation Specialist determines the scope of work for an Undertaking is limited to the following Undertakings (the “Excluded Undertakings”):

1. Undertakings, the effects of which are limited to properties that are less than forty-five (45) years old, unless the affected properties could meet Criterion Consideration G (a property eligible if it is of exceptional significance).
2. Undertakings limited exclusively to interior portions of single-family residential properties where the proposed work will not be visible from the property’s exterior, unless that building is individually listed or eligible for listing in the NRHP, in accordance with ACHP’s Policy Statement on Affordable Housing and Historic Preservation, dated November 9, 2006.
3. Undertakings limited exclusively to the activities listed in Appendix C of this Agreement.

The City shall retain individual project files for each Undertaking reviewed in accordance with this Stipulation as verification that the scope of work was limited to the Excluded Undertakings.

7. Stipulation IV(B.) is hereby deleted and replaced with:
 - B. Adequate Information for Review Requests.** The Preservation Specialist shall ensure that Undertakings reviewed under Stipulation V(B.) of this Agreement and determined to affect one or more Historic Properties will be treated in accordance with Stipulation V and Stipulation VI of this Agreement. The City department, agency, or authority responsible for the administration of the HUD funded program (i.e. PDD, HRD, DBA), the DHC, and/or HUD program fund recipients shall submit, at a minimum, a review request to the Preservation Specialist with all appropriate information necessary to perform a project review prior to commencing any work on Undertakings covered by this Agreement as follows:
8. Stipulation IV(C.)(3) is hereby deleted and replaced with:
 3. If the Preservation Specialist determines that the APE of the Undertaking includes no Historic Properties, the Preservation Specialist will provide written notification to the City department, agency, authority or the DHC that the project may proceed without further coordination.
9. Stipulation IV(C.)(4) is hereby deleted and replaced with:
 4. If the Preservation Specialist determines that the APE of the Undertaking includes one or more Historic Properties, the Preservation Specialist shall provide written notification to the City department, agency, authority or the DHC that implementation of the Undertaking shall be in accordance with Stipulation V of this Agreement.
10. Stipulation V(A.)(2) is hereby deleted and replaced with:
 2. Prior to the transfer or lease of Historic Properties acquired with Program funds, the City shall consult with the SHPO to determine the need for a preservation easement or covenant. If it is determined that a preservation easement or covenant is necessary, the City shall submit a proposed preservation easement or covenant to the SHPO for review and approval. If the SHPO does not approve of the proposed preservation easement or covenant, the City shall request the ACHP's comments pursuant to Stipulation XVII of this Agreement.
11. Stipulation VI(A.)(2) is hereby deleted and replaced with:
 2. Programmatic Exclusions listed in Appendix C of this Agreement.
12. Stipulation VI(B.)(2) is hereby deleted and replaced with:
 2. Programmatic Exclusions listed in Appendix C of this Agreement.
13. Stipulation VI(F.) is hereby deleted and replaced with:

- F. The City shall hold a meeting between the HRD staff, SHPO archaeologist, and the Preservation Specialist one (1) calendar year from the execution of this Agreement. In addition to providing an opportunity for the Parties to review the specific information described in Stipulation VI.(A)-(E) of this Agreement, such meeting will also provide an opportunity to assess the overall effectiveness of the archaeology review procedures adopted by the City.
14. Stipulation X(B.)(2) is hereby deleted and replaced with:
2. If the emergency Undertaking meets one or more of the Programmatic Exclusions in Appendix C of this Agreement, the City shall complete the Section 106 review process pursuant to Stipulation IV(A) of this Agreement.
15. Stipulation XII(A.)(2) is hereby deleted and replaced with:
2. The City will ensure that appropriate City department, agency, authority, as well as the DHC staff are provided copies of this Agreement and the internal review procedures. The City will ensure all sub-recipients of HUD funding in the City are aware of this Agreement and its requirements, including the requirement to complete the Section 106 review in coordination with the Preservation Specialist prior to the commencement of project activities.
16. Stipulation XII(A.)(3) is hereby deleted and replaced with:
3. The City shall take appropriate measures to ensure that Program Undertakings, including the issuance of Certificates of Appropriateness, Notices to Proceed, BSEED building permits, construction permits, and demolition permits, all as related to Historic Properties, are not implemented until the City department, agency, authority or the DHC has received written clearance from the Preservation Specialist.
17. The following program descriptions are added to Appendix A:

PIH Operating Fund

The Public Housing Operating Fund provides operating subsidies to housing authorities (HAs) to assist in funding the operating and maintenance expenses of their own dwellings, in accordance with Section 9 of the U.S. Housing Act of 1937, as amended. The subsidies are required to help maintain services and provide minimum operating reserves. The Operating Fund program delivers \$4.5 Billion annually to 3,000 PHAs, approximately 7,000 public housing developments, and assistance to over 1.1 Million low-income families.

PIH Capital Fund

The PIH Office of Capital Improvements administers the Capital Fund. The Capital Fund provides funds, annually, to Public Housing Agencies (PHAs) for the development, financing, and modernization of public housing developments and for management improvements. The funds may not be used for luxury improvements, direct social services,

cost funded by other HUD programs, and ineligible activities as determined by HUD on a case-by-case basis.

PIH Project Based Vouchers

Project-based vouchers (PBVs) are a component of a public housing agency's (PHA's) Housing Choice Voucher (HCV) program. PHAs are not allocated additional funding for PBV units; the PHA uses its tenant-based voucher funding to allocate project-based units to a project. Projects are typically selected for PBVs through a competitive process managed by the PHA; although in certain cases projects may be selected non-competitively.

A PHA can use up to 20 percent of its authorized voucher units to project-base units in a specific project if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development. In certain cases, the PHA may use an additional 10 percent of its authorized voucher units for PBV assistance. Information as to whether a PHA manages the PBV program may be found by contacting the local PHA.

The PBV program was enacted in 1998, as part of the statutory merger of the certificate and voucher tenant-based assistance programs under the Quality Housing and Work Responsibility Act of 1998. Significant changes to the program were subsequently enacted in law in 2000, by the Fiscal Year 2001 Appropriations Act, and in 2008, by the Housing and Economic Recovery Act of 2008. The latest statutory changes to the PBV program were enacted recently by the Housing Opportunity Through Modernization Act of 2016 (HOTMA). A detail account of the HOTMA changes, and further guidance, is provided under PIH Notice 2017-21, published October 30, 2017.

PIH Housing Choice Vouchers

The housing choice voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments.

The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Housing choice vouchers are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

A family that is issued a housing voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety, as determined by the PHA.

A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord

and the amount subsidized by the program. Under certain circumstances, if authorized by the PHA, a family may use its voucher to purchase a modest home.

PIH Tenant Based Vouchers

Tenant-based vouchers increase affordable housing choices for low-income families. Families with a tenant-based voucher choose and lease safe, decent, and affordable privately-owned rental housing. Very low-income families (i.e. families with incomes below 50% of area median income) and a few specific categories of families with incomes up to 80% of the area median income. These include families that are already assisted under the 1937 U.S. Housing Act, such as families physically displaced by public housing demolition, and owners opting out of project-based section 8 housing assistance payments (HAP) contracts. (HUD determines median income levels for each area annually.)

PIH Development (HOPE VI)

The HOPE VI Program was developed as a result of recommendations by National Commission on Severely Distressed Public Housing, which was charged with proposing a National Action Plan to eradicate severely distressed public housing. The Commission recommended revitalization in three general areas: physical improvements, management improvements, and social and community services to address resident needs.

18. The following definitions in Appendix B are hereby deleted and replaced with:

Preservation Specialist means any City employee(s), consultant(s) or a combination of both who meet the professional qualifications as specified in the Secretary of Interior's Professional Qualification Standards, as set forth in 36 CFR Part 61.

Program refers to the City of Detroit's program to administer all Undertakings funded by HUD specifically covered by this Agreement and administered by the City of Detroit Housing & Revitalization Department and by the Detroit Housing Commission.

Responsible Entity (RE) refers to the City of Detroit's program to administer all Undertakings funded by HUD specifically covered by this Agreement and administered by the City of Detroit Housing & Revitalization Department and by the Detroit Housing Commission.

19. Amend Appendix C title so it reads as follows:

PROGRAMMATIC EXCULSIONS

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SIGNATORY PARTY:

CITY OF DETROIT, MICHIGAN



By: _____ Date:

Donald Rencher, Esq., Director
Detroit Housing & Revitalization Department

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SIGNATORY PARTY:

MICHIGAN STATE HISTORIC PRESERVATION OFFICER

By:  Date: 5/4/20

Martha MacFarlane-Faes, Deputy State Historic Preservation Officer

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SIGNATORY PARTY:

THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  Date: 5/8/20
John M. Fowler, Executive Director

