

**PROGRAMMATIC AGREEMENT
BETWEEN REGION IV OF
THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
FOR THE REVIEW OF HUD-FUNDED ACTIVITIES
SUBJECT TO 24 CFR PART 50
IN THE STATE OF SOUTH CAROLINA**

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") through various offices, including the Public and Indian Housing (PIH), Housing, and Community Planning and Development (CPD), provides grant funding, mortgage insurance and other assistance, subject to environmental review under 24 CFR Part 50, "Protection and Enhancement of Environmental Quality", to entities within the State of South Carolina;

WHEREAS, HUD is responsible for complying with Section 106 of the National Historic Preservation Act of 1966, as amended, (54 U.S.C. § 300101 et seq.) implemented pursuant to 36 C.F.R. 800 ("Section 106") whenever HUD conducts an environmental review under 24 C.F.R. Part 50;

WHEREAS, through its field offices, HUD undertakes many activities that include the acquisition, leasing, repair, minor rehabilitation, disposition of properties, most of which are affordable housing, as well as other activities that include the substantial rehabilitation, demolition, conversion and new construction of residential and non-residential properties, each of which is an undertaking ("Undertaking") as defined pursuant to 36 C.F.R. 800.16(y),

WHEREAS, the Advisory Council on Historic Preservation issued in 1995 and revised in 2006 a "Policy Statement on Affordable Housing and Historic Preservation" that addresses implementation principles for Section 106 compliance, and those principles have been utilized in developing this Agreement;

WHEREAS, HUD has determined that some of the Undertakings funded by its PIH, Housing, and CPD programs have limited potential to affect properties included in or eligible for inclusion in the National Register of Historic Places (hereafter referred to as "historic properties") and have consulted with the South Carolina State Historic Preservation Officer ("SHPO") pursuant to 36 C.F.R. 800.14 of the regulations implementing Section 106;

WHEREAS, HUD invited the Catawba Indian Nation, Eastern Band of Cherokee Indians, Muscogee (Creek) Nation, Eastern Shawnee Tribe of Oklahoma, Tuscarora Nation, and Alabama-Quassarte Tribal Town to consult in the development of this Agreement and sign it as an Invited Signatory, in recognition of the unique government-to-government relationship between the Federal government and federally-recognized Indian tribes and none commented or accepted the invitation to sign the Agreement;

WHEREAS, Tribal Historic Preservation Officers have Section 106 consultation authority where an Indian tribe has assumed Section 106 responsibilities of the SHPO on tribal lands pursuant to Section 101(d)(2)(D)(iii) of the Act, this agreement is not applicable to undertakings located in tribal lands subject to the purview of a Tribal Historic Preservation Officer;

WHEREAS, HUD invited the Palmetto Trust for Historic Preservation, the Historic Beaufort Foundation, Historic Charleston Foundation, Preservation Society of Charleston, Historic Columbia Foundation, the South Carolina Institute for Archaeology and Anthropology (SCIAA), and the South Carolina African American Heritage Commission, to comment and consult in the development of this Agreement, and none of these institutions has objected or commented;

WHEREAS, HUD 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, HUD acknowledges that Indian tribes possess special expertise in assessing the National Register eligibility of properties with tribal religious and cultural significance; and

WHEREAS, in accordance with 36 C.F.R. § 800.14(b)(2), HUD has notified the Advisory Council on Historic Preservation (ACHP) and invited the ACHP to participate in the development of this Programmatic Agreement and the ACHP has declined to participate;

NOW, THEREFORE, HUD and the SHPO agree that HUD PIH, Housing, and CPD Programs subject to 24 CFR Part 50 in the State of South Carolina shall be administered in accordance with the following stipulations in order to take into account the effects of these undertakings on historic properties and satisfy Section 106 responsibilities.

STIPULATIONS

HUD will ensure that the following measures are carried out.

I. UNDERTAKINGS NOT REQUIRING REVIEW BY SHPO OR ACHP

Note: All Undertakings not identified under this section must be fully reviewed in accordance with 36 C.F.R. Part 800.

Undertakings that consist solely of the following types of activities have limited potential to affect historic properties and may be approved by HUD PIH, Housing, or CPD staff

under 24 C.F.R. Part 50 without further consultation with SHPO or ACHP. The Environmental Review Record must document the exemptions that apply.

HUD and the SHPO may add or remove activities from this section by following the Amendment process in Stipulation VIII.

For the purposes of this Agreement the term "in-kind replacement" is defined as installation of a new element that duplicates the material, design, dimensions, profile, and detailing of the original element.

1. General Exemptions

- A. Activities that are Categorically Excluded and not subject to related laws under 24 CFR 50.19
- B. Refinancing, including Section 223(f) transactions, without demolition, rehabilitation, or construction and no physical activities beyond maintenance as defined in "Guidance for Categorizing an Activity as Maintenance for Compliance with HUD Environmental Regulations, 24 CFR Parts 50 and 58", as amended.
- C. Leasing without demolition, rehabilitation, or construction and no physical activities beyond maintenance as defined in "Guidance for Categorizing an Activity as Maintenance for Compliance with HUD Environmental Regulations, 24 CFR Parts 50 and 58", as amended.
- D. Leasing and rental assistance with no associated physical building activities as defined in "Determination that Continuum of Care (CoC) Leasing and Rental Assistance with no associated physical building activities have 'No Potential to Cause Effects' under Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR Part 800."
- E. Section 223(a)(7) Projects as defined in "Section 223(a)(7) Projects and Determination of 'No Potential to Cause Effects' under Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR Part 800."
- F. Undertakings where SHPO has already concurred on a finding of "no historic properties affected" or "no adverse effect" on historic properties within the previous five (5) years and where the scope and magnitude of the undertaking are not changing, provided that HUD must document its Environmental Review Record with a copy of the prior SHPO concurrence letter.
- G. Purchase or acquisition of real property when there is no reasonably foreseeable plan to rehabilitate, repair, or demolish the building(s) or structure(s).
- H. Clean-up and removal of existing debris in brownfields.
- I. Repair or replacement of in-service septic tanks as long as they are in the same originally disturbed footprint/area and no expanded ground disturbance is required.
- J. Maintenance, alteration, removal or replacement of mobile homes.
- K. Demolition, maintenance, repair, or additions to residential or non-residential buildings or structures less than 50 years of age which are not listed in or eligible for listing in the National Register, located within or adjacent to a National Register listed or eligible historic district, or located adjacent to properties individually listed in or eligible for listing in the National Register, as recorded on SHPO's ArchSite(GIS).

- L. Demolition, maintenance, repair, or additions to residential or non-residential buildings or structures greater than 50 years of age which have been determined to be ineligible for listing in the National Register, or located in target areas and/or neighborhoods (i.e. districts) which have been determined to be ineligible for listing in the National Register, as recorded on SHPO's ArchSite(GIS).

2. Interior Rehabilitation

- A. Projects limited to interior spaces of buildings or structures to be retained in the same use where:
 - 1. The work will not be visible from the exterior of the building or structure.
 - 2. No structural alterations are made.
 - 3. No demolition of walls, ceilings, or floors occurs.
 - 4. No drop ceilings are added.
 - 5. No walls are leveled with furring.
- B. Mechanical/HVAC, plumbing, electrical, and fire protection systems:
 - 1. Installation, replacement, repair, or routine maintenance or retrofits of mechanical/HVAC systems and equipment, plumbing systems and fixtures, electrical wiring and systems, and fire protection systems and detection components, provided no structural alterations are made.
 - 2. Restroom improvements, including for handicapped access, provided the work is contained within the existing restroom.
- C. Lighting and appliances:
 - 1. Installation or replacement of bulbs, ballasts, and/or wiring in existing fixtures.
 - 2. Replacement of existing fixtures with new fixtures, provided that the fixtures are not original to the building.
 - 3. Installation of motion/occupancy sensors for lighting control.
 - 4. Installation or replacement of existing appliances.
- D. Insulation:
 - 1. Installation of non-spray insulation in attic or under-floor spaces.
 - 2. Installation of radiant barriers in unoccupied attic spaces.
- E. Basement floor: Installation or repair of concrete basement floor in an existing basement, provided no historic materials or features are damaged or concealed.
- F. Asbestos abatement: Abatement or control of asbestos that does not involve removal or alteration of historic materials or features (e.g., plaster, plaster molding, cornice, medallion).
- G. Surfaces: Repair or in-kind replacement of interior surfaces, such as floors, walls, ceilings, plaster, and woodwork. If covering historic features such as wood floors, then carpet or sheet goods (e.g., linoleum or vinyl) will be installed in a reversible manner, either through tacking or with an underlayment so historic floors will not be irreversibly damaged.

H. Painted surfaces: Conducting lead-based paint abatement or interim controls pursuant to 24 CFR 35.115(a)(13), if carried out by a qualified contractor using current best practices and methods that are consistent with the preservation techniques in National Park Service *Preservation Brief #37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing* and Chapter 18 of HUD's "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing." (Any removal or alteration of historic building materials or features or encapsulation with vinyl or other substitute materials is not included in this exemption.)

I. Other:

1. Replacement of suspended ceiling tile.
2. Replacement of non-significant flat stock trim.
3. Repair or replacement of kitchen appliances, cabinets and counters.

3. Exterior Rehabilitation

A. Foundations: In-kind repair of brick or stone foundations that does not include applying weatherproofing or sealers, and repairs to all other types of foundations.

B. Windows and doors:

1. Repair of old or historic wood windows and doors, including repainting, reglazing, caulking and weather stripping of existing window or door frames, or installation of new single-glazed clear glass in existing sashes or doors, consistent with National Park Service *Preservation Brief #9: The Repair of Historic Wooden Windows*.
2. Repair or repainting of non-historic windows and doors, and replacement of non-historic windows with new windows sized to fit the original window openings.
3. Repair, replacement, or installation of storm doors and storm windows (exterior, interior, metal, or wood), provided that storm windows match the shape and size of historic windows and that the meeting rail coincides with that of the historic window, consistent with National Park Service *Preservation Brief #3: Conserving Energy in Historic Buildings*. Color should match trim.
4. Installation or replacement of screens over windows.
5. Repair, in-kind replacement, or repainting of existing shutters.
6. Installation, repair, and replacement of door and window locks or electronic security devices.

C. Walls and siding:

1. Repair or limited in-kind replacement of deteriorated wall or siding material such as wood, brick, stone, or stucco, consistent with National Park Service *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings*.
2. In-kind repair of masonry, including chimneys, where mortar matches the

existing in color, texture, strength, joint width, and joint profile, and methods are consistent with the preservation techniques in National Park Service Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings.

D. Painted surfaces:

1. Painting previously painted exterior surfaces, provided destructive surface preparation treatments, including but not limited to water blasting, sandblasting, and chemical removal, are not used, consistent with National Park Service Preservation Brief #10: Exterior Paint Problems on Historic Woodwork.
2. Conducting lead-based paint abatement or interim controls pursuant to 24 CFR 35.115(a)(13), if carried out by a qualified contractor using current best practices and methods that are consistent with the preservation techniques in National Park Service Preservation Brief #37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing and Chapter 18 of HUD's "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing." (Any removal or alteration of historic building materials or features or encapsulation with vinyl or other substitute materials is not included in this exemption.)

E. Porch Elements:

1. Repair or limited in-kind replacement of deteriorated porch elements, such as columns, flooring, floor joists, ceilings, railing, balusters and balustrades, and lattice, consistent with the provisions of *National Park Service Preservation Brief #45: Preserving Historic Wood Porches.*

F. Roofing:

1. Repair or in-kind replacement of roof cladding and sheeting, flashing, gutters, soffits, cupolas, parapets, skylights, and downspouts with no change in roof pitch or configuration, consistent with the provisions of *National Park Service Preservation Briefs #4, 19, and 29.*
2. Installation of continuous ridge vents covered with ridge shingles or boards, or roof jacks/vents, bath and kitchen fan vents, gable vents, soffit and frieze board vents, and combustion appliance flues, if not located on a primary roof elevation or visible from the public right-of-way.
3. Installation of new roofing or reflective roof coatings on a flat-roofed building with a parapet, such that the roofing material is not visible from any public right-of-way.

G. Awnings: Repair or in-kind replacement of awnings.

H. Mechanical systems: Installation or replacement of exterior mechanical/HVAC units and vents not on the front elevation.

I. Basement bulkhead doors: Replacement or repair of basement bulkhead doors and installation of basement bulkhead doors not on the front elevation.

J. Lighting: Repair or in-kind replacement of existing light fixtures and installation

of additional decorative or security lights.

K. Accessibility ramps:

1. Repair or replacement of existing accessibility/wheelchair ramps.
2. Installation of a new wheelchair ramp on the side or rear entrance of a home, when not visible from any public right-of-way, provided that porches or railings are not irreversible impacted.

L. Mothballing: Securing or mothballing a property by boarding over window and door openings, making temporary roof repairs, and/or ventilating the building, consistent with National Park Service Preservation Brief #31: Mothballing Historic Buildings.

4. Site Work/Infrastructure

- A. Repair or in-kind replacement of existing driveways, parking areas, curbs, walkways, sidewalks, steps, walls, fences, and retaining walls.
- B. Installation of temporary construction-related structures including scaffolding, barriers, screening, fences, protective walkways, signage, office trailers, or restrooms.
- C. Installation or replacement of park or playground equipment, with minimal ground disturbance.
- D. Excavating to gain access to existing underground utilities (e.g. water, sewer, storm, electrical, gas, steam, or telecommunication) to repair or replace them, where no new above-ground buildings or structures are involved, and where all construction occurs within existing trenches.
- E. Routine road maintenance and resurfacing where work is confined to the existing right-of-way and previously maintained surfaces, ditches, culverts, and cut and fill slopes where there are no known historic properties, or historic properties (i.e. archaeological sites) would not be affected because there is clear documentation that the proposed work is clearly within a disturbed context.
- F. Point repair to an existing water or wastewater line where construction occurs in the original trench.
- G. Repair or replacement of above ground utilities, including existing wires, anchors, crossarms, and other miscellaneous hardware on existing overhead lines; not including pole replacement or installation outside city limits. Water tower replacement is not exempt.
- H. Repair and replacement of non-historic street lights, traffic signals, and traffic signs, outside of a listed or eligible historic district.
- I. Upgrading existing non-historic facility and infrastructure-related pumps and motors, including those for water/wastewater facilities, to variable-speed or premium efficiency standards.
- J. Minor alterations or additions to existing water or wastewater treatment plants or other facilities that are less than 50 years old. (Excavation of new treatment ponds or enlargement of existing ponds are not considered minor alterations and are subject to review.)

- K. Installation or replacement of non-historic generators at existing water/wastewater or shelter facilities. Temporary installation of generators, and permanent installation of generators that are placed inside existing buildings or that occupy and area under 50 square feet behind the building they serve.
- L. Addition or replacement of non-historic equipment within the same location and footprint. (Examples include but not limited to: Computer monitoring equipment, bar screens, clarifiers, chlorination equipment, SCADA equipment etc.)
- M. Installation, replanting, or maintenance of grass, shrubs, bushes, and trees.

II. UNDERTAKINGS REQUIRING REVIEW BY SHPO OR ACHP

Undertakings **not** identified under Stipulation I must be fully reviewed in accordance with 36 C.F.R. Part 800. HUD PIH, Housing, and CPD shall ensure that the following measures are carried out during completion of reviews.

- A. HUD will submit documentation of each property requiring review under this agreement to the SHPO for review and comment. Documentation may be provided on the SHPO Section 106 Project Review Form, or a cover letter containing equivalent information must be provided. Documentation should include, at minimum, the property address, ArchSite(GIS) map with the property location shown, topographical map for projects involving ground disturbance, known or estimated date(s) of construction for all buildings or structures on the property, a brief history of the property and names of architects or builders, if known, and current, clear overall photographs of the property.
- B. The submittal should indicate whether the property is listed in or eligible for listing in the National Register, and/or determine whether it is eligible for listing in the National Register. If all properties within the Area of Potential Effect are determined not eligible for the National Register and are not within or adjacent to a National Register listed or eligible historic district, there are no historic properties affected by the undertaking per 36 CFR § 800.4(d)(1). If a property within the APE is determined eligible for listing in the National Register, further coordination will be required.
- C. For properties listed in or determined eligible for listing in the National Register, HUD will submit documentation of any proposed activities that do not fall within the exclusions of Stipulation I. Documentation should include a scope of work, plans and specifications, or other detailed description of the project and any proposed changes. Additional photographs of the areas in which work is to be performed should be included. The SHPO Historic Building Supplement Form may also be submitted. HUD will make a determination as to whether the project will have an adverse effect on the historic property per 36 CFR § 800.5.
- D. For projects involving ground disturbance that do not consist solely of the exclusions of Stipulation I, HUD will submit documentation per Stipulation II.A-C. above and consult with the SHPO and Tribes with an identified interest in the area regarding the identification and evaluation of archaeological sites in order to determine whether archaeological investigations are warranted. If the Area of Potential Effect includes known sites or if the potential for sites exists, an archaeological survey of the affected area will be carried out in consultation with SHPO and consulting Tribes.

- E. Upon receipt of all required information needed for review, the SHPO will agree or disagree with the eligibility and effect findings/determinations provided, or if none are provided, the SHPO will provide its comments to HUD. If there is any question or dispute as to whether a property meets the National Register criteria, the HUD may request a formal determination of eligibility from the Secretary of the Interior (36 CFR § 800.4(c)(2)).
- F. When HUD and the SHPO agree that a project is designed and planned in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (36 CFR Part 68), or in accordance with design guidelines developed in consultation with the SHPO, or the project otherwise does not meet the criteria of adverse effect (36 CFR § 800.5(a)(1)), the project will be considered to have no adverse effect.
- G. To resolve adverse effects, HUD will consult with the SHPO, Tribes, consulting parties, and the public, as appropriate, to seek alternatives that would avoid, minimize, or mitigate the effect of the project per 36 CFR § 800.6. To document alternatives considered in their planning process, HUD will provide written justification for the proposed action that will cause an adverse effect, summarize and provide documentation of alternatives to the action, and cite the specific reasons why the proposed action was selected over other alternatives. Consultation to resolve adverse effects will result in a Memorandum of Agreement per 36 CFR § 800.6(c).
- H. The SHPO will respond within 30 days of receipt of all required information.

III. CONSULTING PARTIES

- A. HUD shall invite the participation of consulting parties and the public as appropriate to the scale of the undertaking and the scope of Federal involvement. Parties that may have a consultative role in the Section 106 process include, but are not limited to the following: Federally recognized Indian tribes, representatives of local governments, county and municipal historic preservation commissions including those established under the Certified Local Governments (CLG) program (see <http://shpo.sc.gov/programs/locgov/Pages/CLG.aspx> for a list of CLGs in South Carolina), the public, and individuals and organizations with a demonstrated interest due to the nature of their legal or economic relation to the undertaking, or their concern for the undertaking's effects on historic properties (see <http://shpo.sc.gov/pubs/Pages/default.aspx> for a Directory of South Carolina's Local History, Historic Preservation, and Cultural Organizations).
- B. HUD shall follow the process laid out in HUD Notice CPD-12-006: "Process for Tribal Consultation in Projects That Are Reviewed Under 24 CFR Part 58", as directed in a May 5, 2015 HUD policy memo that adopts the Notice for Part 50 reviews.
- C. If an undertaking may adversely affect a National Historic Landmark, HUD shall request the ACHP and the Secretary of the Interior to participate in consultation to resolve any adverse effects, as outlined in 36 CFR 800.10.

IV. UNANTICIPATED DISCOVERIES AND UNFORESEEN EFFECTS

If, during the implementation of these programs, a previously unidentified property that may be found eligible for inclusion in the National Register is encountered, or a known

National Register historic property may be affected in an unanticipated manner, HUD will assume its responsibilities pursuant to 36 C.F.R. Part 800.13(b).

- A. If unanticipated cultural materials (*e.g.*, large, intact artifacts or animal bones; large clusters of artifacts or animal bones; large soil stains or patterns of soil stains; buried brick or stone structures; clusters of brick or stone) or human skeletal remains are discovered prior to or during land altering or construction activities, then HUD will temporarily halt any activities and immediately notify the SHPO/THPO of the unanticipated discoveries.
- B. A minimum 50-foot buffer shall be immediately established around the cultural materials by the construction project manager. The buffer will be flagged by appropriate personnel. The construction project manager will notify all project personnel that no land altering activities will be allowed within this buffer zone until the course of action hereinafter described has been established. The halt will afford the SHPO the opportunity to assess the situation and recommend a course of action within two (2) business days of such notification.
- C. If human remains are found or suspected, they should be left in place, respectfully covered over, and protected until appropriate consultation is completed. HUD is responsible for notifying the SHPO/THPO, the local coroner or medical examiner, and interested parties, such as Indian tribes, of the find to initiate consultation. Please note that human remains and burial grounds are subject to South Carolina law that addresses abandoned cemeteries and burials, including but not limited to S.C. Code of Laws §§ 27-43-10 to -40; 16-17-600; 6-1-35; 27-43-310; 16-11-780; and S.C. Code of Regulations §§ 61-19-28 to -29.
- D. HUD shall consult with the SHPO, THPO and Tribes to determine if the discovered site appears eligible for listing in the National Register of Historic Places. If it does appear eligible, HUD shall submit a treatment plan for the avoidance, protection, recovery of information, or destruction without data recovery to the SHPO for review and comment. The treatment plan shall be consistent with the ACHP's handbook Treatment of Archaeological Properties and subsequent amendments and SHPO guidelines. If human remains are discovered, the treatment plan shall follow the guidance in the ACHP's Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects, including appropriate consultation with descendent communities. HUD shall notify all consulting parties of the unanticipated discovery and provide the proposed treatment plan for their comment. Construction work in the area of the discovery shall not continue until the plan has been accepted by the signatory parties and implemented.

V. EMERGENCIES

HUD from time to time may conduct undertakings in response to natural disasters, including, but not limited to, floods, tornadoes, earthquakes, wind storms and fires. Such undertakings may be exempt from federal environmental review requirements if they are limited to immediate rescue and salvage operations. Review of other necessary activities that respond to immediate threats to human life and property within thirty (30) days following a declared disaster, may be expedited pursuant to 36 CFR 800.12.

VI. REVIEW AND MONITORING

- A. HUD and the SHPO will consult as needed to discuss the possible modification, termination, or extension of this agreement and/or any actions necessary to improve the compliance process and communications between HUD and the SHPO.
- B. The SHPO may monitor activities carried out pursuant to this Agreement, and will review activities if requested by any party or person. HUD will cooperate with the SHPO in carrying out these monitoring activities.
- C. HUD shall provide the SHPO and signatory parties with an Annual Report in January of each year summarizing all projects that utilized the exemptions in Stipulation I. of this Agreement. It is recognized that until the report function of the HUD Environmental On-line Review System (HEROS) is operable, the summary may be a general overview of the numbers and nature of the projects, with as much information on locations as may be available. HUD shall also convene a meeting in January of each year with SHPO and any other signatory parties who express an interest to discuss the implementation of the Agreement during the previous year and suggestions for any changes to the Agreement, any issues that are affecting or may affect the ability of HUD to continue to meet the terms of this Agreement, and any disputes or objections received, and how they were resolved.

VII. DISPUTE RESOLUTION

At any time during the implementation of the measures stipulated in this Agreement, should an objection to any measure or manner of implementation be raised by a signatory or consulting party, HUD shall take the objection into account and consult with the objecting party and the SHPO to resolve the issue.

- A. HUD shall represent itself in all matters of dispute resolution that pertain specifically to this Agreement.
- B. The responsibilities of the signatories to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute shall remain in effect.
- C. There will be no binding mediation or arbitration with any party.
- D. If HUD determines that the objection cannot be resolved, HUD shall forward all documentation relevant to the dispute, including HUD's proposed resolution, to the ACHP. The ACHP shall provide HUD with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, HUD shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. HUD will then proceed according to its final decision.
- E. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, HUD may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, HUD shall prepare a written response that takes into account any timely comments regarding the dispute

from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

VIII. AMENDMENT

Any signatory party may request that this Agreement be amended, whereupon HUD and the SHPO will consult with the other parties in accordance with 36 C.F.R. Part 800.14(b) to consider an amendment. Amendments will only be considered if made in writing and must be approved in writing by all parties to this Agreement to go in effect.

IX. TERMINATION

If a signatory to this Agreement determines that its terms cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per stipulation VII above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories. In the event any signatories decide to terminate the Agreement, HUD will comply with the ACHP's regulation (36 CFR Part 800) on a case by case basis.

X. TERM OF THE AGREEMENT

This Agreement shall continue in force and effect for ten (10) years from the date the last signatory has signed the Agreement. The Agreement may be extended for five (5) additional years, provided that there are no substantial modifications, that HUD and the SHPO agree, and that any other signatory wishing to remain party to the Agreement also agrees. HUD may initiate the extension request from SHPO and other signatories in writing via confirmed mail delivery at any time in the six-month period prior to the expiration of the Agreement. Should a party to this Agreement, other than HUD or the SHPO, choose not to extend its participation in the Agreement, the Agreement will not be nullified for the other parties.

EXECUTION AND IMPLEMENTATION of this Agreement evidences that HUD has satisfied its responsibilities under Section 106 of the NHPA for the Undertakings as described in this Agreement and funded by the HUD Programs. This Agreement may be executed in counterparts.

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SIGNATORIES:

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____

Name: Eric Bickley

Title: Public and Indian Housing Director, Columbia Field Office

Date: _____

10/4/16

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SIGNATORIES:

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: Bradley S. Evatt Date: 1/12/17
Name: Bradley S. Evatt
Title: Community Planning and Development Director, Columbia Field Office

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SIGNATORIES:

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: 

Date: 9-29-17

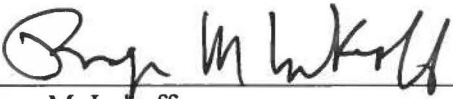
 Name: Ruben J. Brooks

Title: Regional Director, Office of Multifamily Housing, Southeast Regional Office

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SIGNATORIES:

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By:  Date: 2-3-2017
Name: Roger M. Lukoff
Title: Deputy Assistant Secretary, Office of Healthcare Programs

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SIGNATORIES:

SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER

By: _____

Name: Elizabeth M. Johnson

Title: Deputy State Historic Preservation Officer, State of South Carolina

Date: _____

10-4-2016

