

**PROGRAMMATIC AGREEMENT
BETWEEN REGION IX OF
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,
THE MARIN HOUSING AUTHORITY, THE FEDERATED INDIANS OF GRATON
RANCHERIA, AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
FOR THE GOLDEN GATE VILLAGE REVITALIZATION PROJECT AT 101-429 DRAKE
AVENUE AND 1-99 COLE DRIVE, MARIN CITY, MARIN COUNTY, CALIFORNIA SUBJECT
TO 24 CFR PART 50**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) plans to authorize a Rental Assistance Determination (RAD) for Marin Housing Authority's (MHA) Golden Gate Village (GGV) property, and to provide funding for a Revitalization Project at 101-429 Drake Avenue and 1-99 Cole Drive, Marin City, Marin County, California (Undertaking or Project) pursuant to National Environmental Policy Act (NEPA) compliance under 24 CFR § 50, "Protection and Enhancement of Environmental Quality";

WHEREAS, the HUD RAD program, as administered by the HUD Office of Housing, is reviewed under 24 CFR § 50 and not 24 CFR § 58 in accordance with Notice H 2025-01 "Rental Assistance Demonstration – Supplemental Notice 4C" issued on January 16, 2025;

WHEREAS, HUD is responsible for complying with Section 106 of the National Historic Preservation Act of 1966 (NHPA), implemented pursuant to 36 CFR § 800 ("Section 106") for the Undertaking;

WHEREAS, the Undertaking is being proposed by MHA, which owns and operates the GGV property as public housing in partnership with HUD;

WHEREAS, the Undertaking consists of the funding, RAD conversion, lease or subdivision, and phased substantial rehabilitation of the site, as well as exterior and interior of the 29 existing buildings at 101-429 Drake Avenue and 1-99 Cole Drive, Marin City, Marin County, California collectively known as GGV;

WHEREAS, the Undertaking will occur in phases, the first phase of which will be Phase 1 which includes the revitalization of 88 units on approximately 9.84 acres. Construction drawings for the scope of the Phase 1 revitalization are currently available. The specifics of the design for Phases 2 and 3 which includes revitalization of 208 units on approximately 21.55 acres in two phases and corresponding Section 106 consultation process will be detailed at a later date;

WHEREAS, HUD has defined the Undertaking's area of potential effect (APE) as the property boundaries at GGV, consisting of Assessor's Parcel Numbers 052-140-22 and 052-140-41;

WHEREAS, the GGV property includes two historic properties: the individual National Register of Historic Places (NRHP)-eligible Marin City Road Segment, and the entirety of the GGV property, which is listed on the NRHP as the Marin City Public Housing Historic District (Marin City Historic District) and includes the 29 buildings and the overall site and landscape of GGV as contributors;

WHEREAS, in a letter dated October 21, 2025, SHPO indicated SHPO has no comments regarding the APE as defined, SHPO acknowledges that GGV is a Historic property, pursuant to 36 CFR 800.16(l) and SHPO agrees to treat GGV-001, the Marinship Road Segment, as a historic property for the purposes of Section 106 consultation;

WHEREAS, all of the 29 buildings and overall site where proposed rehabilitation activities will occur at

GGV as part of the Undertaking are contributors to the Marin City Historic District, as identified in the NRHP Nomination prepared in 2017 (see Attachment A);

WHEREAS, the character-defining features of the Marin City Historic District have been extensively studied and are accurately captured in the Character-Defining Feature Matrix, which is included as Appendix B in the 2019 Character-Defining Feature Study for Golden Gate Village (see Attachment B), which has been reviewed and concurred upon by all signatories;

WHEREAS, the historic Marin City Road Segment will be fully avoided and unaffected by the Undertaking as currently planned;

WHEREAS, pursuant to the consultation conducted under 36 CFR § 800.14(b), the signatories (defined below) developed this Agreement to establish an efficient and effective alternative for considering the potential effects of the Undertaking on historic properties and for affording the Advisory Council on Historic Preservation (AHP) a reasonable opportunity to comment on undertakings covered by this Agreement;

WHEREAS, HUD has consulted with the Federated Indians of Graton Rancheria on behalf of MHA and the Project in recognition of the unique government-to-government relationship between the Federal government and federally recognized American Indian tribes with traditional interests in the Undertaking area;

WHEREAS, MHA has continued to solicit input on the Project from the residents at GGV and the GGV Resident Council through various presentations and workshops as part of the overall planning and design process which is summarized in Attachment C hereto;

WHEREAS, HUD and MHA identified many interested parties—individuals and organizations—who have expressed interest in the Project to ensure that the rehabilitation of GGV is completed in accordance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties (the Standards);

WHEREAS, those parties having expressed a desire to consult on the Undertaking including the organizations of TKTR Architects, the Northern California Chapter of the Sierra Club (Sierra Club), and Marin City Climate Resilience (MCCR), as well as members of the public Daniel Ruark, Royce McLemore, Ora Hatheway, and Damian Morgan;

WHEREAS, in accordance with 36 CFR § 800.14(b), **HUD has notified the AHP of the preparation of this Agreement, in which the AHP has [under development]; and**

NOW, THEREFORE, HUD, MHA, and the California State Historic Preservation Office (SHPO) as the signatories agree that this Undertaking shall be administered in accordance with the following stipulations to satisfy the Section 106 review responsibilities for this Undertaking.

STIPULATIONS

I. Applicability of the Agreement

HUD and MHA shall comply with the stipulations set forth in this Agreement for the execution and completion of Section 106 review responsibilities for the Undertaking. This Agreement and its stipulations are specific to this Undertaking and are not relevant to any other federal undertaking being overseen by HUD, including those being proposed by MHA.

The Undertaking includes funding, conversion, lease or subdivision, and exterior and interior rehabilitation of the existing site and 29 buildings at 101-429 Drake Avenue and 1-99 Cole Drive, Marin City, Marin County, California and collectively known as GGV.

The existing 31.39-acre Project site at GGV would either be subdivided into three separate parcels or there would be a leasehold of a portion of the parent parcel. Under the subdivision option, the Project would be subdivided into three legal parcels. Under the leasehold option, the Project would create three leasehold interest parcels on a portion of the parent parcel. The parcels would be subject to a ground lease between MHA, as lessor, and a future lessee.

The development of the Undertaking will occur in phases, which will correspond with each of the three new parcels or leaseholds at the GGV property, the first phase of which will be Phase 1 which includes the revitalization of 88 units on approximately 9.84 acres. Construction drawings for the scope of the Phase 1 revitalization are currently available. The specifics of the design for Phases 2 and 3 which includes revitalization of 208 units on approximately 21.55 acres in two phases will be detailed at a later date. General scope items associated with all phases of the Undertaking include the following improvements:

- Repair of building foundations, concrete/masonry, structural/seismic, siding, windows, doors, access (including stair, balcony, banister, and corridor), roofing, waterproofing (including painting and caulking), landscape/open space, fencing, lighting, and hardscapes in accordance with the requirements identified in the most recent California Fire Code, California Historic Building Code, California Building Code, and California Green Building Standards Code (CALGreen);
- Improvements to infrastructure systems, including water, sewer, storm drainage, dry utilities, lighting, security, fire and life safety (fire sprinklers), emergency power back-up, sustainability measures, and trash management systems;
- Improvements to streets, access, and parking (bike/vehicle), including streets/curb/gutter, pedestrian crossings, sidewalks, ADA path of travel, asphalt, paving, and striping;
- Removal of approximately one tree;
- Interior improvements including finishes, fixtures, materials, electrical and lighting, mechanical, heating/ventilation/air conditioning (HVAC), and water heating/plumbing systems; and
- Improvements to 15 existing units within existing residential buildings to meet the ADA Standards for Accessible Design.

The Project would be limited to rehabilitation of the existing buildings, units, and grounds. No demolition or expansion of existing residential building footprints would occur as part of the Undertaking.

II. Assessment of Adverse Effects

HUD shall ensure that the scopes of work, plans, and specifications for each phase of the rehabilitation of GGV, which have the potential to affect historic properties, will conform to the recommended approaches in the Standards, as outlined under 36 CFR Part 68.

- A. HUD shall apply the criteria of adverse effect, at 36 CFR 800.5(a), to determine, in consultation with the SHPO and other consulting parties, if the work conforms to the Standards. The criteria of adverse effects will be applied to the designs and scope of each individual Project phase and will

adhere to the following processes.

- i. If HUD finds that the work for each individual phase conforms with the Standards, HUD shall inform the SHPO and other consulting parties of their findings in writing and provide supporting documentation for review and comment. If no consulting parties object in writing within 30 days, it shall be understood that the work being reviewed does not contribute to the Undertaking's adverse effects.
- ii. If HUD determines that the work for each individual phase does not conform to the Standards, or if the SHPO or any other consulting party objects to the HUD assessment in Stipulation II-A.i, HUD shall consult with the SHPO and other consulting parties on modifications to the scope of work or conditions under which the work would conform to the Standards.

III. Resolution of Adverse Effects

HUD shall continue to consult with the SHPO and other consulting parties to resolve adverse effects on historic properties once they are fully understood. HUD shall ensure that the agreed upon mitigation measures are implemented before, during, or after construction of each phase of the Undertaking, depending on the timing requirements of the individual measures.

- A. HUD shall provide any draft document or deliverable prepared as mitigation to the SHPO and other consulting parties for review and comment. Any comments provided to HUD within the 30-day review and comment period shall be considered in the revision of the document or deliverable. HUD may extend this review and comment period if needed.
- B. HUD shall provide the final document or deliverable to SHPO for review and comment. The SHPO will have 30 days to provide comments.
- C. Should HUD and the SHPO fail to reach an agreement on a final document or deliverable prepared as mitigation, HUD and SHPO shall consult, for a period not to exceed 30 days following the receipt of SHPO's written objection, in an effort to come to agreement on the issues to which SHPO has objected.
 - i. Should HUD and SHPO be unable to agree on the issues to which SHPO has objected, HUD and SHPO shall proceed in accordance with Stipulation IX of this Agreement.

IV. Project Phasing and Cumulative Effects

HUD shall continue to consult with SHPO and other consulting parties to address adverse cumulative effects on historic properties once they are fully understood. Due to the phased nature of the Project, cumulative effects are possible throughout the Project duration.

- A. If all individual phases of the Project, as submitted by HUD to SHPO, comply with the Standards and do not result in adverse effects to historic properties, the Project in its entirety and the Undertaking will result in no adverse cumulative effects
- B. If an early phase of the Project does result in adverse effects on historic properties and the scope cannot be modified per Stipulation II-A.ii, subsequent phases have the potential to compound and provide further cumulative effects by the completion of the Project.
 - i. The specific phase where adverse effects are occurring shall undergo the process outlined under Stipulation III. However, if subsequent phases continue to result in adverse effects, mitigation completed during previous phases where adverse effects occur will not be sufficient to mitigate the cumulative effects.

- a. Further mitigation measures will be required to address not only the new adverse effects from the subsequent phase, but the cumulative effects also. Any mitigation measures developed shall correlate to the level of increased disturbance to historic properties and the compounding/cumulative nature of said adverse effects.

V. Consultation with Non-Signatory Consulting Parties

HUD shall continue to consult with consulting parties in the development and design throughout each Project phase. This includes those identified within this Agreement, as well as others that contact HUD about the Undertaking throughout the execution of the Project and its phases.

HUD shall include all correspondence, meeting notes, and documentation involving outreach to consulting parties as part of the phased submittals to SHPO.

If a new interested party wishes to participate in the Section 106 process and be considered as a non-signatory consulting party at later stages in the Project, HUD shall notify SHPO of the changes.

HUD shall keep a contact list of non-signatory consulting parties. HUD will provide a current copy of this contact list to SHPO as part of the documentation submitted for each individual phase, and when new non-signatory consulting parties are added mid-Project.

HUD shall provide consulting parties information about each individual Project phase and the associated scope as it pertains to the treatment of historic properties per the Standards.

HUD is not required to disseminate information to consulting parties that is deemed not relevant to the Undertaking and the Section 106 review process, and the treatment of historic properties and their character-defining features.

HUD and MHA shall respond to queries from consulting parties within ten (10) business days following receipt.

If SHPO is contacted by consulting parties, SHPO shall submit those communications to HUD for their records and review.

In the event that consulting parties are raising concerns to SHPO about the continuation of the Section 106 process and the adherence to the stipulations by HUD and MHA within this Agreement, HUD shall provide a response addressing those concerns to SHPO within fifteen (15) days.

If non-signatory consulting parties are determined by HUD to be uncooperative or acting in bad faith, HUD may terminate consultation with that individual party.

A termination letter that outlines the reasons for the removal from the consultation process will be prepared by HUD and submitted to the terminated party.

VI. Inadvertent Discoveries and Unforeseen Effects

If unanticipated cultural resources are discovered or unanticipated effects on historic properties are found, HUD shall adhere to the requirements outlined below.

In the event historic properties are discovered, unanticipated effects on historic properties are found, or cultural materials are encountered, work on the Undertaking shall cease within 15 meters (50 feet) of the discovery and MHA shall notify HUD immediately. HUD and MHA shall consult with appropriately qualified cultural resources professionals on further actions. If the discovery is determined to qualify as a historic property, HUD shall notify the SHPO with supporting documentation and continue the required steps in accordance with Section 106 consultation. If HUD and the SHPO concur on adverse effects to the newly discovered historic property, further mitigation will be required, the specific responsibilities,

conditions, and stipulations of which will be outlined in a Memorandum of Agreement to resolve adverse effects in accordance with 36 CFR § 800.6. In the event of a disagreement between the SHPO and HUD, HUD shall employ the measures for dispute resolution (outlined below in Stipulation VI).

In the unlikely event that human remains are found during Project-related excavations,

1. All ground-disturbing work within the immediate vicinity (25 feet) of the find shall halt,
2. The Marin County Coroner shall be notified:

1600 Los Gamos Drive, Unit 205, San Rafael, California 94901
Main Phone: (415) 473-6043
After Hours Phone: (415) 479-2311
Email: coroner@marinsheriff.org

3. As a courtesy, the County Coroner shall also notify the Native American Heritage Commission (NAHC):

Native American Heritage Commission
915 Capitol Mall, Room 364
Sacramento, California 95814
Phone: (916) 373-3710
Email: nahc@nahc.ca.gov

The Marin County Coroner shall have two (2) working days to examine the remains after being notified in accordance with California Health and Safety Code Section 7050.5. If the Marin County Coroner determines that the remains are Native American and are not subject to the Marin County Coroner's authority, the Marin County Coroner shall have twenty-four (24) hours to notify the NAHC of the discovery.

The NAHC shall immediately designate and notify the Native American most likely descendant, who shall have forty-eight (48) hours after being granted access to the location of the remains to inspect them and provide recommendations for their treatment.

If the human remains are determined to be precontact, the processes established by the Native American Graves Protection and Repatriation Act (25 United States Code [USC] 3001 et seq.) shall be followed to ensure appropriate treatment of remains and proper communication protocols. This should include contacting a qualified archaeologist, notifying Native American tribes likely culturally affiliated with the remains, and conducting government-to-government consultation between the lead agency responsible for the Undertaking and relevant Native American representatives.

VII. Duration

This Agreement shall be null and void if its terms are not carried out within ten (10) years from the date of its execution. Prior to such time, HUD may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation X below.

VIII. Monitoring and Reporting

Each year following the execution of this Agreement until it expires or is terminated, MHA and HUD shall provide a Summary Report to SHPO detailing updates on the Undertaking, the successful adherence to the Standards for each of the Project's phases, and any ongoing consultation efforts under Section 106. This Summary Report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in HUD's efforts to carry out the terms of this Agreement.

IX. Dispute Resolution

1. If at any time a signatory to the Agreement objects to the implementation of the terms of the Agreement, HUD must consult with the objecting party or parties, to resolve the objection. If HUD receives an objection and determines within fifteen (15) days that the objection cannot be resolved, HUD will forward all documentation relevant to the dispute to the ACHP pursuant to 36 CFR Part 800.2(b)(2). HUD shall take the ACHP comments into account in reaching their final decision. HUD responsibilities under the Agreement that are not subject to the dispute are unchanged.
2. If a member of the public objects, in writing, to the implantation of any of the terms of the Agreement at any time, HUD must consult with the objecting party and SHPO to resolve the objection. If HUD determines within fifteen (15) days that the objection cannot be resolved, the Agency will forward all documentation relevant to the dispute to the ACHP, following the process outlined in Stipulation IX-1.
3. HUD must consult with the objecting party and the SHPO to resolve the objection. If the Agency determines within fifteen (15) days that the objection cannot be resolved, the Agency will forward all documentation relevant to the dispute to the ACHP, following the process outlined in Stipulation IX-1.

X. Amendments and Termination

If any signatory believes that the stipulations of the Agreement cannot be carried out, or that an amendment to the terms is necessary, that signatory must consult with the other parties to develop amendments pursuant to 36 CFR Part 800.6(c)(7) and 800.6(c)(8). If the Agreement is not amended, as provided for in this stipulation, any signatory may terminate the Agreement. The Agency must then continue Section 106 consultation pursuant to 36 CFR Part 800.6(c)(8).

XI. Failure to Comply with Terms of Agreement

If either the terms of this Agreement or the undertaking have not been carried out within five (5) years of the date of the Agreement execution, the signatories will reconsider the terms. If the signatories agree to amend the Agreement, they will proceed following the amendment process outlined in Stipulation IX above.

SIGNATORIES:

[insert name and title]
U.S. Department of Housing and Urban Development

Kimberly Carroll
Executive Director
Marin Housing Authority

_____ Date

Julianne Polanco

California State Historic Preservation Officer
California Office of Historic Preservation

_____ Date

[insert name and title]

Advisory Council on Historic Preservation

_____ Date

[insert name and title]

Federated Indians of Graton Rancheria

Notes:

* *This document assumes that the term "signatory" has been defined in the Agreement to include both signatories and invited signatories.*

** *Remember that the agency must submit a copy of the executed AGREEMENT, along with the documentation specified in Sec. 800.11(f), to the ACHP prior to approving the Undertaking in order to meet the requirements of Section 106. 36 CFR § 800.6(b)(1)(iv).*

Attachment A: National Register of Historic Places Nomination Form “Marin City Public Housing, Marin City Marin County, California” NRHP System ID 100001604, prepared by Daniel Ruark (May 2017)

Attachment B: Character-Defining Features Matrix, Appendix B in “Character-Defining Feature Study, Golden Gate Village, Marin City, CA,” prepared for MHA by ICF (September 2019)