

**PROGRAMMATIC AGREEMENT AMONG
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,
AND CALIFORNIA STATE OFFICE OF HISTORIC PRESERVATION FOR THE
GOLDEN GATE VILLAGE REVITALIZATION PROJECT AT 101-429 DRAKE
AVENUE AND 1-99 COLE DRIVE, MARIN CITY, MARIN COUNTY, CALIFORNIA**

WHEREAS, the Marin Housing Authority has applied to the U.S. Department of Housing and Urban Development (HUD) through the Rental Assistance Demonstration (RAD) program, for the rehabilitation of Golden Gate Village (GGV) located at 101-429 Drake Avenue and 1-99 Cole Drive, Marin City, Marin County, California (Undertaking), thereby making the Undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA; 16 U.S.C. 460F), and its implementing regulations, 36 CFR Part 800; and

WHEREAS, HUD, pursuant to 24 CFR Part 50, of the regulations governing environmental review procedures, assumes the responsibility for environmental review, decision-making and action; and

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

WHEREAS, Burbank Housing Development Corporation (BHDC) is the Developer of the Undertaking and will assist MHA in performing responsibilities noted in this agreement; therefore, HUD has invited BHDC to sign this document as an invited signatory;

WHEREAS, the Undertaking consists of the funding, RAD conversion, leasehold, 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 (Phase 1) includes the revitalization of 88 units on approximately 9.82 acres. Construction drawings for the scope of the Phase 1 revitalization are currently available. The specifics of the design for Phase 2 which includes revitalization of 208 units on approximately 20.24 acres and the 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 Marinship 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 historic Marinship Road Segment will be fully avoided and unaffected by the Undertaking;

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 (ACHP) a reasonable opportunity to comment on undertakings covered by this Agreement;

WHEREAS, HUD has consulted with the Federated Indians of Graton Rancheria on the Undertaking 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, with HUD receiving an initial response on September 29, 2025, and no response thereafter. After further consultation with the Native American Heritage Commission (NAHC), HUD also consulted with the Guidiville Rancheria of California, and the Wuksachi Indian Tribe/Eshom Valley Bands;

WHEREAS, the following individuals and organizations who have expressed a desire to consult on the Undertaking, are consulting parties: Golden Gate Village Resident Council (Royce Mclemore), TKTR Architects (Truett Roberts), Northern California Chapter of the Sierra Club (Barbara Bogard), Women Helping All People, Marin City, CA (Royce Mclemore), Daniel Ruark-Architect, Terrie Green, Ora Hathaway, and Damian Morgan;

WHEREAS, in accordance with 36 CFR § 800.14(b), HUD submitted background documentation to the ACHP on the Undertaking, notified the ACHP of the preparation of this Agreement, and posted the agreement for public involvement as outlined in 36 CFR 800.2(d). Pursuant to 800.6(a)(1)(iii), the ACHP did not indicate a desire to consult within 15 days.; and

NOW, THEREFORE, HUD, and the California State Office of Historic Preservation (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, as lead agency, and MHA, as the applicant will implement 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, leasehold, and 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 will be a leasehold of a portion of the parent parcel. Under the leasehold option, two leasehold interest parcels will be created on a portion of the parent parcel. The parcels will be subject to a ground lease between MHA, as lessor, and a future lessee.

The Undertaking will occur in two phases. Phase 1 includes the rehabilitation of 88 units on approximately 9.82 acres. Construction plans for Phase 1 are currently available. Phase 2 includes the rehabilitation of 208 units on approximately 20.24 acres.

Construction plans for Phase 2 will be developed at a later date. Phase 1 of the Undertaking will include the following improvements:

- Repair of building foundations, concrete/masonry, structural/seismic, siding, 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);
- Installation of new windows, exterior doors, sliding doors. Repair access entry (including stairs, balcony, banister, and corridor);
- 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 Undertaking rehabilitation activities will be limited to rehabilitation of the existing buildings, units, and grounds. No demolition, new construction, or expansion of existing buildings will 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 are reviewed for potential effects to historic properties within the APE. HUD may use the *Rehabilitation Standards* in *The Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards)*, as outlined under 36 CFR Part 68, as the basis for its effects analysis, along with subsequent application of the criteria of adverse effects.

- A. After applying the criteria of adverse effects according to 36 CFR 800.5(a), HUD will consult with the SHPO and other consulting parties using the following process:
 - i. For both Phases, HUD shall provide the SHPO and consulting parties with its findings, including supporting documentation. The SHPO and consulting parties shall have 30 days to review and provide comments to HUD. If the SHPO has agreed with the finding of effects or has not responded and no consulting party has objected, HUD may proceed and carry out the Undertaking in accordance with 36 CFR Part 800.5(d)(1) which requires the agency official to maintain a record of the finding and provide information on the finding to the public on request.
 - ii. If the SHPO or any other consulting party objects to HUD's assessment in Stipulation II-A.i, HUD shall continue to consult with the SHPO and other consulting parties for a period of 30 days.
 - iii. If HUD, the SHPO, and the consulting parties cannot agree on the finding of effects, Stipulation III below will commence.
 - iv. If HUD, the SHPO, and the consulting parties agree on a finding of adverse effects, Stipulation III below will commence.

III. Resolution of Adverse Effects

For each phase, HUD shall continue to consult with the SHPO and other consulting parties to resolve adverse effects on historic properties.

- A. If adverse effects to the historic property cannot be avoided, HUD shall have a Historic Property Treatment Plan (HPTP) developed which shall outline how the adverse effects will be mitigated for the Phase.
- B. HUD shall provide a draft HPTP to the SHPO and other consulting parties for a 30-

day review and comment period. Any comments provided to HUD within the 30-day review and comment period shall be considered in the revision of the document.

- C. HUD shall provide the final HPTP to SHPO for review and comment. The SHPO will have 30 calendar days to provide comments. If the SHPO does not object, HUD shall notify the other consulting parties that the HPTP for the Phase is complete and provide a schedule for its implementation. If the SHPO objects, HUD shall continue to consult with the SHPO in an attempt to resolve the dispute.
 - i. Should HUD and the SHPO fail to reach an agreement on an issue to which SHPO has objected, HUD and SHPO shall proceed in accordance with Stipulation VII of this Agreement.

IV. Cumulative Effects Assessment and Resolution

Should both Phases of the Undertaking result in an adverse effect, a cumulative adverse effects analysis will be undertaken. HUD will provide its analysis and recommended resolution of cumulative adverse effects to the SHPO and consulting parties for a 30-day review and comment period and will repeat the process described in Stipulation III.

V. Post-Review Discoveries

A post-review discovery is defined as the identification of previously unknown historic properties within the context of HUD's activities other than those planned as archaeological excavations. Previously unidentified and unanticipated cultural resources discovered while conducting project activities shall be subject to the terms of this PA. In the event that any post-review discoveries or unanticipated effects occur.

- A. HUD will ensure the following measures are implemented:
 - 1. All construction activity within 15 meters (50 feet) of the property shall immediately halt. Any exposed archaeological resources will be protected from further harm.
 - 2. HUD will inspect the discovery and will apply the National Register criteria to determine if the discovery is eligible for listing in the NRHP. HUD may assume a property to be eligible pursuant to 36 CFR 800.13(c).
 - 3. HUD shall notify the SHPO, the ACHP, and Tribes or Tribal Organizations, as appropriate, within 48 hours of the discovery and shall provide formal notification of HUD's assessment of National Register eligibility and proposed actions to resolve any adverse effects.
 - 4. The SHPO, Tribes or Tribal Organizations shall respond within 48 hours of the notification. HUD shall take into account their recommendations regarding National Register eligibility and the proposed actions and then carry out the appropriate actions. HUD shall provide the Consulting parties a report of the actions when they are completed.

5. Should the discovered cultural resource be identified by a Tribe or Tribal Organization as a property of traditional cultural or religious significance, HUD will consult with the appropriate Tribe or Tribal Organization regarding eligibility and treatment.
6. Post review discoveries that are not being adversely affected and can be avoided and that can be avoided will be protected, monitored and, to the extent possible, avoided by future operations.

VI. Annual Reporting

Each year following the execution of this Agreement until it expires or is terminated, MHA, on behalf of HUD shall provide a Summary Report to the Signatories and all concurring parties, detailing updates on the Undertaking, the successful adherence to the Standards for each phase of the Undertaking, and any ongoing consultation efforts under Section 106. The report shall be due on the anniversary date of this agreement. 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.

HUD shall coordinate a meeting with the Signatories and concurring parties to be scheduled within ninety (90) days of distribution of the Annual Report, or another mutually agreed upon date, to discuss activities carried out pursuant to this PA during the preceding year and activities scheduled for the upcoming year. This meeting, should it be deemed unnecessary, may be cancelled by mutual consent of the Signatory Parties.

VII. Dispute Resolution

Should any Signatory or concurring party to this PA object at any time to actions proposed or the manner in which the terms of this PA is implemented, HUD shall notify the other parties in writing and consult with the objecting party to resolve the objection. If HUD determines that such objection cannot be resolved, HUD will:

- A. Forward all documentation relevant to the dispute, including HUD's proposed resolution, to the ACHP. The ACHP will provide HUD with its advice on the resolution of the objection within thirty (30) calendar 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.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day 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 between the Signatories and concurring parties to the PA and provide them and the ACHP with a copy of such written response.
- C. HUD's responsibility to carry out all other actions subject to the terms of this PA

that are not the subject of the dispute remain unchanged.

VIII. Amendments

Any party to this PA may propose that this PA be amended, whereupon all parties to the PA will consult for no more than thirty (30) days to consider such amendment. HUD may extend this consultation period, if necessary. The amendment process shall comply with 36 C.F.R. § 800.6(c)(7). This PA may be amended only upon the written agreement of the Signatories and Invited Signatories and HUD shall file a copy of the amended PA with the ACHP, as required by 36 C.F.R. § 800(c)(7). If the PA is not amended, it may be terminated by a Signatory or Invited Signatory in accordance with Section IX of this PA.

IX. Termination

- A. Only a Signatory or Invited Signatory may terminate this PA, If this PA is not amended as provided for in Stipulation VIII, or a Signatory or Invited Signatory proposes termination of this PA for other reasons, the Signatory proposing termination shall, in writing, notify the other parties to this PA, explain the reasons for proposing termination, and shall consult with the other parties to this PA for no more than thirty (30) calendar days to seek alternatives to termination.
- B. Should such consultation result in an agreement, the parties shall proceed in accordance with the terms of that agreement and shall prepare any amendment to the PA, if needed, in accordance with the terms of Stipulation VIII.
- C. If this PA is terminated prior to the work continuing on the Undertaking, HUD must either (a) execute a new PA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. HUD shall notify the Signatories to the course of action it will pursue.
- D. Consultation shall not be required if HUD proposes termination because the Undertaking no longer meets the definition set forth at 36 CFR § 800.16(y).

X. Duration

This Agreement shall be null and void if its terms are not carried out within five (5) years from the date of its execution, or by RAD Completion Certification of the final phase, whichever comes first. 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 VIII.

If the terms of this PA are not carried out within five (5) years following its date of execution by the Signatory Parties, HUD will consult with the other parties to this PA to reconsider its terms at least sixty (60) calendar days prior to its expiration. Reconsideration may include the continuation of the PA as originally executed, amendment of the PA in accordance with Stipulation VIII, or termination. In the event of termination, HUD will notify the other PA parties in writing and, if it chooses to continue with the Undertaking, shall reinstate review of the Undertaking in accordance with 36 CFR Part 800.

SIGNATORIES:

STACY HARRISON
Digitally signed by: STACY HARRISON
DN: CN = STACY HARRISON C = US O = U.S. Government
OU = Department of Housing and Urban Development
Date: 2020.06.12 16:22:00 -0400

Date

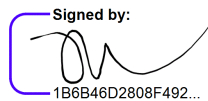
Thomas Davis, Director, Office of Recapitalization
U.S. Department of Housing and Urban
Development



06/12/26 _____
Date

Julianne Polanco
California State Historic Preservation Officer
California Office of Historic Preservation

INVITED SIGNATORY:

Signed by:

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6/17/2026

Date

Tonia Lediju
Executive Director
Marin Housing Authority



6/15/26 _____
Date

Lawrance Florin
President and CEO
Burbank Housing Development Corporation (BHDC)
Developer

CONCURRING PARTY:

Date

[insert name and title, President]

Federated Indians of Graton Rancheria

Royce Mclemore, President
Golden Gate Village Resident Council

Date

Barbara Bogard
Sierra Club, Northern California Chapter

Date

Truett Roberts
TKTR Architects

Date

Royce Mclemore
Women Helping All People, Marin City, CA

Date

Ora Hathaway

Date

Daniel Ruark
Architect

Date

Terrie Green

Date

Damian Morgan

Date

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)