

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE 6TH STREET VIADUCT SEISMIC IMPROVEMENT
PROJECT
LOS ANGELES, LOS ANGELES COUNTY, CALIFORNIA**

WHEREAS, the Federal Highways Administration (FHWA) has assigned and the California Department of Transportation (Caltrans) has assumed FHWA responsibility for environmental review, consultation, and coordination under the provisions of the *Memorandum of Understanding (MOU) between the Federal Highway Administration and the California Department of Transportation Concerning the State of California's Participation in the Surface Transportation Project Delivery Pilot Program*, which became effective on July 1, 2007, and applies to this project; and

WHEREAS, Caltrans has determined that the proposed replacement of the 6th Street Viaduct (Bridge No. 53C-1880 and 53-0595) crossing the Los Angeles River, will have an adverse effect on the 6th Street Viaduct, a property determined to be eligible for the National Register of Historic Places (NRHP); and

WHEREAS, Caltrans has consulted with the California State Historic Preservation Officer (SHPO) pursuant to Stipulations X.C., and X.I. of the January 2004, *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the Administration of the Federal-Aid Highway Program in California (PA)*, and where the PA so directs, in accordance with 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (NHPA) (16 USC Section 470f), as amended, regarding the Undertaking's effects on historic properties and has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect finding pursuant to pursuant to 36 CFR § 800.6(a)(1); and

WHEREAS, Caltrans has thoroughly considered alternatives to the Undertaking, has determined that the statutory and regulatory constraints on the design of the Undertaking preclude the possibility of avoiding adverse effects to the historic property during the Undertaking's implementation, and has further determined that it will resolve adverse effects of the Undertaking on the subject historic property through the execution and implementation of this Memorandum of Agreement (MOA); and

WHEREAS, Caltrans District 7 (District 7) and the City of Los Angeles (City), have participated in the consultation process and have been invited to concur in this MOA; and

WHEREAS, Caltrans shall ensure that the following stipulations are implemented; and

NOW, THEREFORE, Caltrans and the SHPO agree that, upon Caltrans' decision to proceed with the Undertaking, Caltrans shall ensure that the Undertaking is implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on the historic property, and further agrees that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated.

STIPULATIONS

Caltrans shall ensure the following stipulations are implemented:

I. AREA OF POTENTIAL EFFECTS

- A. The Area of Potential Effects (APE) for the Undertaking was established to include all areas within the vicinity of the Sixth Street Viaduct that may contain historic properties that would be directly or indirectly affected by the Undertaking. The APE included the maximum existing and proposed right-of-way, project construction easements, staging areas, and temporary or permanent changes in access. The APE is depicted as Exhibit 3 of Attachment A of this MOA.
- B. If modification of the Undertaking, subsequent to the execution of this MOA, necessitates the revision of the APE, Caltrans will consult with the City and the SHPO to facilitate mutual agreement on the subject revisions. If Caltrans, the City, and the SHPO cannot reach such agreement, then the parties to this MOA shall resolve the dispute in accordance with stipulation III.D below. If Caltrans and the SHPO reach mutual agreement on the proposed revisions, the City and Caltrans will submit a final map of the revisions, consistent with attachment 3 of the PA, no later than 30 days following such agreement.

II. TREATMENT OF HISTORIC PROPERTIES

- A. Prior to the start of any work that could adversely affect any characteristics that qualify the 6th Street Viaduct (Bridge No. 53C-1880 and 53-0595) as a historic property, the City shall contact the National Park Service Western Region Office (NPS) in Oakland, California, to determine if additional recordation is required for the historic property beyond that provided in "Historic American Engineering Record, 6th Street Bridge, HAER No. CA-176," dated May 7, 1996. The City shall provide NPS 30 days to respond to their additional recordation determination request. If additional documentation is required, Caltrans shall ensure that the additional documentation is completed and accepted by NPS before the Viaduct is altered and/or demolished. The City shall prepare draft and final reports to be reviewed by Caltrans and NPS.
- B. Upon completion, copies of the documentation prescribed in subsection A of this stipulation, consisting of an acid-free xerographic copy of the report, prepared on standard 8 ½ X 11 paper, shall be retained by District 7, deposited in the Caltrans Transportation History Library in Sacramento, and offered by the City to, at a

minimum, the Los Angeles Public Library, Los Angeles Conservancy, Los Angeles City Historical Society, Historical Society of Southern California, City of Los Angeles Office of Historical Resources, and the California Office of Historic Preservation.

- C. The City shall work with the Los Angeles Public Library to place the historical information from the HABS/HAER report on a City website with a link to a public library website, such as the Los Angeles Public Library website, available to the public for a minimum period of three years. The information link will also be made available to the Caltrans Transportation Library and History Center at Caltrans Headquarters in Sacramento for inclusion on their website.
- D. The City shall produce a documentary (motion picture or video) that addresses the history of the Los Angeles River Monument bridges, and their importance and use within the broader contextual history of the City of Los Angeles. The motion picture or video shall be of broadcast quality, between 30- and 90-minute duration, and shall be made available to local broadcast stations, public access channels in the local cable systems, and requesting schools/libraries; one copy shall be submitted to the Caltrans Transportation Library and History Center at Caltrans Headquarters in Sacramento.
- E. The City shall produce and publish a booklet on the Historic Los Angeles River Bridges that addresses the history of the monumental concrete bridges of Los Angeles and this bridge's place in that history. The booklet shall be similar in general format to the "Historic Highway Bridges of California" published by the California Department of Transportation (1991) and shall include high quality black and white images of the Los Angeles River Bridges, historic photographs or drawings, as appropriate and text describing each of the bridges' location, year built, builder, bridge type, significant character-defining features and its historic significance. City shall post an electronic version of the booklet on a City website and produce paper copies for distribution to local libraries, institutions and historical societies. One copy shall be submitted to the Caltrans Transportation Library and History Center in Sacramento. City shall maintain the camera-ready master booklet and produce additional copies if there is demand.
- F. The City shall install two new freestanding informative permanent metal plaques or signage at both ends of the bridge at public locations that provide a brief history of the bridge, its engineering features and characteristics, and the reasons it was replaced.
- G. The City shall offer artifacts removed from the Viaduct during demolition to local museums, or other suitable facilities to be determined by the City. The accepting institutions shall arrange their own transportation to deliver the artifacts to designated locations.

III. PROJECT DOCUMENTS CRITERIA AND REVIEW

- A. The City shall submit to the SHPO for review and comment Design Development Drawings, and 30%, 60%, and 90% Construction Documents for work on the 6th Street Viaduct.
- B. SHPO will review the project documents included in each consultation package submitted by the City to determine whether the Project Documents conform to the criteria cited in paragraph A of this stipulation. SHPO will provide comments on each submittal to the City within 30 calendar days of receipt. If the SHPO does not comment within the time provided, the City may assume that the SHPO concurs that the package conforms with the criteria cited.
- C. The City will incorporate SHPO comments into the Project Documents to the fullest extent. If the City revises the Project Documents in response to the SHPO comments, then no further review is required for that submittal. The City will promptly notify SHPO in writing that it has revised the Project Documents in accordance with SHPO comments.
- D. Should the City object to incorporating any SHPO comments into the Project Documents, the City will provide SHPO with written explanation of its objection. Promptly after receiving a written objection from the City, the City and SHPO shall consult to resolve the objection. If the objection is not resolve, provision of stipulation IV.C. shall be implemented.

IV. ADMINISTRATIVE PROVISIONS

A. Definitions.

The definitions provided at 36 CFR § 800.16 are applicable throughout this MOA.

B. Professional Qualifications and Standards

Caltrans will ensure that only individuals meeting the Secretary of the Interior's Professional Qualification Standards (48 FR 44738-39) in the relevant field of study carry out or review appropriateness and quality of the actions and products required by Stipulations II. A-F in this MOA.

C. Discoveries and Unanticipated Effects

If Caltrans determines after construction of the Undertaking has commenced, that the Undertaking will affect a previously unidentified property that may be eligible for listing in the National Register, or affect a known historic property in an unanticipated manner, Caltrans will address the discovery or unanticipated effect in accordance with 36 CFR § 800.13(b)(3). Caltrans at its discretion may hereunder assume any

discovered property to be eligible for inclusion in the National Register in accordance with 36 CFR § 800.13 (c).

D. Resolving Objections

1. Should any party to this MOA object at any time in writing to the manner in which the terms of this MOA are implemented, to any action carried out or proposed with respect to implementation of the MOA, or to any document prepared in accordance with and subject to the terms of the MOA, Caltrans shall immediately notify the other parties of the objection, request their comments on the objection within 15 days following receipt of Caltrans' notification, and proceed to consult with the objecting party for no more than 30 days to resolve the objection. Caltrans will honor the request of the other parties to participate in the consultation and will take any comments provided by those parties into account.
2. If the objection is resolved during the 30-day consultation period, Caltrans may proceed with the disputed action in accordance with the terms of such resolution.
3. If at the end of the 30 day consultation period, Caltrans determines that the objection cannot be resolved through such consultation, then Caltrans shall forward all documentation relevant to the objection to the ACHP, including Caltrans' proposed response to the objection, with the expectation that the ACHP will, within thirty (30) days after receipt of such documentation:
 - a. Advise Caltrans that the ACHP concurs in Caltrans' proposed response to the objection, whereupon Caltrans will respond to the objection accordingly. The objection shall thereby be resolved; or
 - b. Provide Caltrans with recommendations, which Caltrans will take into account in reaching a final decision regarding its response to the objection. The objection shall thereby be resolved; or
 - c. Notify Caltrans that the objection will be referred for comment pursuant to 36 CFR § 800.7(c), and proceed to refer the objection and comment. Caltrans shall take the resulting comments into account in accordance with 36 CFR § 800.7(c)(4) and Section 110(1) of the NHPA. The objection shall thereby be resolved.
4. Should the ACHP not exercise one of the above options within 30 days after receipt of all pertinent documentation, Caltrans may assume the ACHP's concurrence in its proposed response to the objection and proceed to implement that response. The objection shall thereby be resolved.
5. Caltrans shall take into account any of the ACHP's recommendations or comments provided in accordance with this stipulation with reference only to the subject of the objection. Caltrans' responsibility to carry out all other

actions under this MOA that are not the subject of the objection shall remain unchanged.

6. At any time during implementation of the measures stipulated in this MOA, should a member of the public raise an objection in writing pertaining to such implementation to any signatory party to this MOA, that signatory party shall immediately notify Caltrans. Caltrans shall immediately notify the other signatory parties in writing of the objection. Any signatory party may choose to comment in writing on the objection to Caltrans. Caltrans shall establish a reasonable time frame for this comment period. Caltrans shall consider the objection, and in reaching its decision, Caltrans will take all comments from the other signatory parties into account. Within 15 days following closure of the comment period, Caltrans will render a decision regarding the objection and respond to the objecting party. Caltrans will promptly notify the other signatory parties of its decision in writing, including a copy of the response to the objecting party. Caltrans' decision regarding resolution of the objection will be final. Following issuance of its final decision, Caltrans may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision.
7. Caltrans shall provide all parties to this MOA, and the ACHP, if the ACHP has commented, and any parties that have objected pursuant to section D.6 of this stipulation, with a copy of its final written decision regarding any objection addressed pursuant to this stipulation.
8. Caltrans may authorize any action subject to objection under this stipulation to proceed after the objection has been resolved in accordance with the terms of this stipulation.

E. Amendments

Any signatory party to this MOA may propose that this MOA be amended, whereupon all signatory parties shall consult to consider such an amendment. The amendment will be effective on the date that a copy is signed by all of the original signatories. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation III.F, below.

F. Termination

1. If this MOA is not amended as provided for in Stipulation III.E, or if either signatory proposes termination of this MOA for other reasons, the signatory party proposing termination shall, in writing, notify the other MOA parties, explain the reasons for proposing termination, and consult with the other parties for at least 30 days to seek alternatives to termination. Such

consultation shall not be required if Caltrans proposes termination because the Undertaking no longer meets the definition set forth in 36 CFR § 800.16(y).

2. Should such consultation result in an agreement on an alternative to termination, the signatory parties shall proceed in accordance with that agreement.
3. Should such consultation fail, the signatory party proposing termination may terminate this MOA by promptly notifying the other parties in writing. Termination hereunder shall render this MOA without further force or effect.
4. If this MOA is terminated hereunder, and if Caltrans determines that the Undertaking will nonetheless proceed, then Caltrans shall comply with the requirements of 36 CFR 800.3-800.6.

G. Duration of MOA

1. Unless terminated pursuant to section F. of this stipulation, or unless it is superseded by an amended MOA, this MOA will be in effect following execution by the signatory parties until Caltrans, in consultation with the other signatory parties, determines that all of its stipulations have been satisfactorily fulfilled.
2. The terms of this MOA shall be satisfactorily fulfilled within ten (10) years following the date of execution by the signatory parties. If Caltrans determines that this requirement cannot be met, the MOA parties will consult to reconsider its terms. Reconsideration may include continuation of the MOA as originally executed, amendment of the MOA or termination. In the event of termination, Caltrans will comply with section F.4 of this stipulation, if it determines that the Undertaking will proceed notwithstanding termination of this MOA.
3. If the Undertaking has not been implemented within ten (10) years following execution of this MOA, this MOA shall automatically terminate and have no further force or effect. In such event, Caltrans shall notify the other signatory parties in writing and, if it chooses to continue with the Undertaking, shall reinitiate review of the Undertaking in accordance with 36 CFR Part 800.

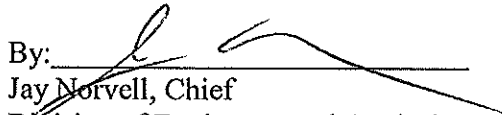
H. Effective Date

This MOA will take effect on the date that it is executed by Caltrans and the SHPO.

EXECUTION of this MOA by Caltrans and the SHPO, its filing with the ACHP in accordance with 36 CFR §800.6(b)(1)(iv), and subsequent implementation of its terms, shall evidence, pursuant to 36CFR§800.6(c), that Caltrans has afforded the ACHP an opportunity to comment on the Undertaking and its effects on historic properties, and that Caltrans has taken into account the effects of the Undertaking on historic properties.

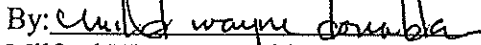
SIGNATORY PARTIES

California Department of Transportation

By: 
Jay Norvell, Chief
Division of Environmental Analysis

Date: 5/6/10


California State Historic Preservation Officer

By: 
Milford Wayne Donaldson, FAIA
State Historic Preservation Officer

Date: 10 MAY 2010

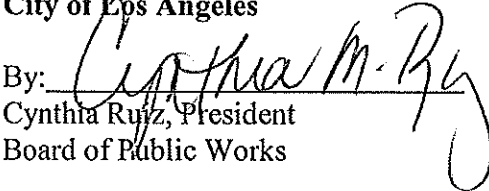
CONCURRING PARTIES

California Department of Transportation

By: 
Michael Miles, District Director
District 7, Los Angeles

Date: 5/25/2010

City of Los Angeles

By: 
Cynthia Ruiz, President
Board of Public Works

Date: 5/19/10