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**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF FRESNO
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE RELOCATION OF SELMA SECTION HOUSES,
SELMA, CALIFORNIA**

WHEREAS, the County of Fresno (County) has determined that the construction of a new residence at 1905 Sheridan Avenue, Selma, California (undertaking) will have an effect upon two extant residences at that address (Section Houses) that have been determined eligible for inclusion in the National Register of Historic Places and has consulted with the California State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, the County, through the HOME Investment Partnerships Act (the HOME Act) (Title II of the Cranston-Gonzalez National Affordable Housing Act) (Pub. L. 101-625) will assist in the undertaking; and

WHEREAS, the City of Selma (City), including its City Council, has participated in the consultation and SHPO has directed that City shall be a consulting and concurring party to this Memorandum of Agreement (Agreement); and

WHEREAS, the County through HOME Program funds intends to assist the homeowner of the Section Houses to construct a new residence, which will necessitate the relocation of the Section Houses, and thus County is the agency official with jurisdiction over the undertaking; and

WHEREAS, the City has determined the Section Houses to be unsafe for habitation, and is the local governmental entity within which the undertaking will be performed, and which owns the land upon which the Section Houses will be relocated.

NOW, THEREFORE, the County and the California SHPO agree, and the City concurs, that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

- A. The County will ensure that the following measures are carried out:
 1. The City shall ensure that the Section Houses are moved to the Pioneer Village Museum, 1800 Art Gonzalas Parkway, Selma, in accordance with the approaches recommended in *Moving Historic Buildings* (John Obed Curtis, American Association for State and Local History), in consultation with the Pioneer Village Advisory Commission, by a professional mover who has the capability to move historic structures properly.

2. Before the Section Houses are moved, the City shall document the properties by completing a Department of Parks and Recreation historical resources inventory form (DPR 523) pursuant to the *Instructions for Recording Historical Resources* (Office of Historic Preservation, March 1995). A copy of the form will be forwarded to the State Historic Preservation Officer and the Fresno County Free Library.
3. The City shall ensure that the Section Houses are properly secured and protected during the period they are unoccupied on their extant sites.
4. The Section Houses shall be placed on a permanent foundation system consisting of pier footings placed approximately six feet on center in accordance with applicable City of Selma Zoning and Building Codes, including the State Historic Building Code.
5. Any building damage caused to the Section Houses as a result of moving to Pioneer Village shall be the responsibility of the City and shall be repaired prior to the finalization of the undertaking.
6. Any subsequent repairs, maintenance, and rehabilitation of the Section Houses will be carried out in compliance with The Secretary of the Interior's Standards for the Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings (1995), Attachment A.
7. Funds currently allocated to the Pioneer Village Museum by the City of Selma shall not be utilized for the relocation phase of the undertaking, which includes placement on permanent foundations, of the two Section Houses.

B. Should any signatory, including the City as the concurring party, object at any time to the matter in which the terms of this Agreement are implemented, the County shall consult with the objecting party(ies) to resolve the objection. If the County determines within fifteen days of receipt that such objection(s) cannot be resolved, the County will forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (Council) in accordance with 36 CFR § 800.2(b)(2). The County in reaching a final decision regarding the dispute shall take any Council comment provided into account. The responsibility of the County to carry out all other actions under this Agreement that are not the subjects of the dispute will remain unchanged.

C. At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised in writing by a member of the public, the County shall take the objection into account and consult, as needed, with the objecting party and the SHPO, and the City, as needed, for a period of time not to exceed fifteen days. If the County is unable to resolve the conflict, the County will forward all documentation relevant to the dispute to the Council, following the terms outlined in stipulation B, above.

D. The County shall notify the SHPO as soon as practicable if it appears that any action covered by this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The County, and the City, shall stop construction in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the property and proceed pursuant to 36 CFR § 800.13(b).

E. If any signatory believes that the terms of this Agreement cannot be carried out, or that an amendment to its terms should be made, that signatory shall immediately consult with the other parties to develop amendments pursuant to 36 CFR §§ 800.6(c)(7) and 800.6 (c)(8). If this Agreement is not amended as provided for in this stipulation, any signatory may terminate it, whereupon the County shall proceed in accordance with 36 CFR § 800.6(c)(8).

F. If either the terms of this Agreement or the undertaking have not been carried out within five years following the date of execution of the Agreement, the signatories shall reconsider its terms. If the signatories agree to amend the Agreement, they shall proceed in accordance with the amendment process referenced in stipulation E, above.

Execution and implementation of this Agreement evidences that the County and the City have afforded the Council a reasonable opportunity to comment on the undertaking and its effects on historic properties, that the County and the City have taken into account the effects of the undertaking on historic properties, and that the County has satisfied its responsibilities under Section 106 of the National Historic Preservation Act and applicable implementing regulations.

COUNTY OF FRESNO

By: Richard L. Brogan
Richard L. Brogan, Director
Department of Public Works and Planning

Date: 10/3/2002

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By: Knox Mellon
Dr. Knox Mellon, State Historic Preservation Officer

Date: 12/12/02

Concur:

~~SITY OF SELMA~~

By: D.B Heusser
D.B Heusser, City Manager
City of Selma

Date: 26 September 2002