

**MEMORANDUM OF AGREEMENT
BETWEEN
THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY,
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE LOCKE FIRE SUPPRESSION SYSTEM PROJECT,
TOWN OF LOCKE, SACRAMENTO COUNTY,
CALIFORNIA**

WHEREAS, the Sacramento Housing and Redevelopment Agency (SHRA) has determined that the Locke Fire Suppression System Project (Undertaking) will have an effect on the Locke Historic District, a National Historic Landmark (Locke) or on properties listed in or eligible for listing in the National Register of Historic Places (NRHP) (Historic Properties) and has consulted with the California State Historic Preservation Officer (SHPO), and has notified the Advisory Council on Historic Preservation (Council), pursuant to 36 CFR 800 regulations effective January 11, 2001 implementing Section 106 of the National Historic Preservation Act (Act) of 1966, as amended (16 U.S.C. 470f) ; and

WHEREAS, the Sacramento Housing and Redevelopment Agency proposes to construct a fire suppression system in Locke; and

WHEREAS, SHRA through Title I of the Housing and Community Development Act of 1974 (42.U.S.C. Section 5301 et seq.) (Community Development Block Grant Program) and the Economic Development Initiative will be the responsible entity for in the Undertaking; and

WHEREAS, any archaeological resources discovered during construction that are determined eligible for inclusion in the NRHP are likely to be important primarily for their data recovery potential and would be difficult to preserve in place; and

WHEREAS, the maps attached as Appendix A indicates Historic Properties and areas subject to monitoring;

Now, THEREFORE, SHRA, and SHPO agree that the Undertaking shall be implemented according to the following stipulations in order to take into account the effects of the Undertaking on Historic Properties and to satisfy SHRA's Section 106 compliance responsibilities.

STIPULATIONS

SHRA shall ensure that the following stipulations are carried out:

A. POTENTIAL EFFECTS TO LOCKE

1. Effects to Historic Properties in Locke may directly result from the fire suppression project, including placement of external plumbing and fire suppression sprinklers on five (6) historic structures and the installation of external plumbing and internal fire suppression sprinklers on twenty-five (26) historic structures within Locke. Final construction drawings and contractor shop drawings for the endeavor shall be subject to review and approval by SHPO prior to commencement. SHRA shall invite SHPO to attend a pre-bid walk through of the project intended to provide potential contractors with details and requirements of the fire suppression project. SHRA shall complete the following measures and shall include such measures in the Construction Specifications for the project.

- (a) Water lines between buildings shall be installed utilizing techniques which will not damage the structures, such as excavating by hand or horizontal drilling. If it is necessary to breach sidewalks, the breach shall conform to existing sidewalk joints. Removed sections shall be replaced "in kind" to minimize visual alteration to Locke.
2. The Undertaking will include effects to individual structures, to Locke's ambience, and potential effects to the structural integrity of historic structures during construction. To ensure that historic properties within Locke that may be subject to effects are adequately protected during construction, SHRA, shall complete the following measures:
 - (a) A licensed structural engineer experienced in assessing historic structures integrity shall monitor historic structures located within Locke during project construction. The engineer will determine effects of construction on the historic structures. If the stability of any structure is threatened, work will halt immediately. The engineer will report to SHRA the extent of the stabilization or damage and make recommendations for the method for repairs of stabilization in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties (1995) (Standards)*.
 - (i) SHRA shall consult SHPO about the proposed repairs. SHPO shall respond to any request for comments submitted under this stipulation within 48 hours following the receipt of such request. SHRA will take SHPO's comments into account. Failure of SHPO to respond within this time frame shall not preclude SHRA from assuming that SHPO does not object to any action deemed by SHRA to be appropriate under this stipulation.
 - (ii) SHRA shall take all reasonable steps to assure that any stabilization work or damage caused by the Undertaking to any historic property is completed or repaired in a manner that complies with the Standards.
 - (iii) If SHPO objects to the proposed method of repair or stabilization, or suggests an alternative or modified method, SHRA shall ensure that the proposed method is revised in accordance with SHPO recommendations. SHRA shall notify SHPO in writing that the revisions have been completed, and thereafter, proceed with the proposed repairs as revised.

B. ARCHAEOLOGICAL RESOURCES

1. The Area of Potential Effects (APE) for the Undertaking includes areas that may contain sensitive prehistoric or historical archaeological sites and that require the following archaeological monitoring during trenching and hand excavation:
 - a. Within Locke, monitoring shall occur in areas demarcated on the maps attached as Appendix A.
2. SHRA shall obtain the services of a professional archaeologist who meets *the Secretary of Interior Professional Qualification Standards in Archaeology (48 CFR 44238-9)* and that the archaeologist shall be on site to monitor construction in those areas described in section B. (1) and demarcated on the map attached as Appendix A.
3. If historic properties are discovered during the Undertaking, SHRA shall ensure that work in the immediate vicinity of the find shall stop until the professional archaeologist can devise a plan to mitigate the effects on the discovered property pursuant to 36 CFR 13. SHPO will have forty-eight (48) hours to offer interim comments on the plan and will have thirty (30) calendar days to offer final comments. SHRA will take SHPO's comments into account. Failure of SHPO to respond within this time frame shall not preclude SHRA from assuming that SHPO does not

object to any action deemed by SHRA to be appropriate under this stipulation.

4. If SHPO objects to the proposed plan or suggest an alternative or modified plan, SHRA shall ensure that the professional archaeologist revise the proposed plan in accordance with SHPO recommendations, notify SHPO in writing that the revisions have been completed, and thereafter, proceed with the proposed plan as revised.
5. SHRA shall ensure that Native American consultation and participation, as well as all treatment and disposition of recovered Native American archaeological material, shall follow procedures set forth in the plan developed as part of stipulation B. (3) of this MOA. SHRA shall ensure that upon discovery, Native American human remains and items associated with Native American burials are treated in accordance with the provisions of California Public Resources Code Section 5097.98.
6. The signatories to this MOA acknowledge that archeological resources covered by this stipulation are subject to the provisions of Section 304 of the Act and Section 6254.10 of the California Government Code (Public Records Act), relating to the disclosure of archaeological site information and having so acknowledged, will ensure that all actions and documentation prescribed by this MOA are consistent with Section 304 of the Act and Section 6254.10 of the California Government Code.

C. DISPUTE RESOLUTION

1. Should any signatory object at any time to the manner in which the terms of this MOA are being implemented or to any plans, specifications, or actions proposed pursuant to this agreement, they shall immediately notify the other signatory of the objection, request their comments on the objection with fourteen (14) calendar days following receipt of the notification, and then proceed to consult with the objecting party for no more than fourteen (14) calendar days to resolve the objection. If the objection cannot be resolved, SHRA shall request that further comments of the Council pursuant to 36 CFR § 800.2 (b)(2). Any Council comment provided in response to such a request will be taken into account by SHRA in accordance with 36 CFR 800.6 (c) (2) with reference only to the subject of the dispute; SHRA's responsibility to carry out all actions under this agreement that are not the subject of the dispute will remain unchanged.

D. PUBLIC OBJECTION

1. At any time during implementation of the measures stipulated in this MOA, should a member of the public raise an objection pertaining to the treatment of an Historic Property, SHRA shall promptly notify SHPO, take the objection into account, consult with SHPO and when requested by the objecting party, with the Council, for a period of time not to exceed fourteen (14) calendar days to address the objection. At its discretion, SHRA may suspend work on an Undertaking while the objection is under consideration.

E. AMENDMENTS, NONCOMPLIANCE AND TERMINATION

1. If any signatory believes that the terms of this MOA cannot be carried out or that an amendment to its terms should be made, that signatory shall consult with the others immediately to develop amendments to this MOA pursuant to 36 CFR §800.14(b)(3), 800.6(c)(7) and 800.6(c)(8). If this MOA is not amended as provided in this stipulation, SHRA or SHPO may terminate it, whereupon SHRA shall proceed in accordance with 36 CFR §800.6(c)(8).

F. DURATION OF THIS AGREEMENT

1. Unless terminated pursuant to Stipulation E above, this MOA will be in effect until SHRA, in consultation with SHPO, determines that all of its terms have been satisfactorily fulfilled. Upon a determination by SHRA that all of the terms of this MOA have been satisfactorily fulfilled, this MOA will terminate and have no further force or effect. SHRA will promptly

provide SHPO with written notice of its determination and of termination of this MOA.

Execution of this Memorandum of Agreement by SHRA and SHPO, its subsequent acceptance by the Council, and implementation of its terms evidences that SHRA has offered the Council an opportunity to comment on the Undertaking and its effects on historic properties, and that SHRA has taken into account the effects of the Undertaking on Historic Properties.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY



By: Anne M. Moore
Executive Director

2/9/04

Date

*approved as to
Form by David H. Kou,
Agency Counsel*

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER



By: Knox Mellon
State Historic Preservation Officer

2/23/04

Date