

DRAFT

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF RICHMOND AND THE CALIFORNIA STATE HISTORIC
PRESERVATION OFFICER REGARDING THE RICHMOND HOPE VI
REDEVELOPMENT PROJECT, RICHMOND, CALIFORNIA**

WHEREAS, the City of Richmond (City) has determined that the Richmond Hope VI Redevelopment Project (Undertaking) will have an effect on Easter Hill Village, a property eligible for listing in the National Register of Historic Places (Historic Property) 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. Section 470f); and

WHEREAS, the City Housing Authority, through the HOPE VI Program administered by the U.S. Department of Housing and Urban Development (HUD), will assist in the undertaking; and

WHEREAS, the Easter Hill Development Associates, LLC (Applicant), have participated in the consultation and have been invited to concur in this Memorandum of Agreement (MOA);

NOW, THEREFORE, the City and the California State Historic Preservation Officer, (SHPO) agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The City and the Applicant will ensure that the following measures are carried out:

1. Pursuant to Section 110(b) of the National Historic Preservation Act, before the historic property is demolished the City shall contact the Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) (Elaine Jackson-Refundo, National Park Service, 1111 Jackson Street, Suite 700, Oakland, CA 94607 TEL: (510) 817-1428) to determine what level and kind of recordation is required for the property. Unless otherwise agreed to by HABS/HAER, the City shall ensure that all documentation is completed to the satisfaction of HABS/HAER before the historic property is demolished. The City shall ensure that four copies of this documentation are made available as follows: one copy to the SHPO, one copy to HABS/HAER, one copy to the Richmond Historical Museum, and one copy to the University of California, Berkeley, College of Environmental Design;
2. If an archeological property is discovered during the planning and construction phases of this undertaking, the City shall stop all work in the area of the discovery that might adversely affect the archeological property, while the City and an archeologist who meets the Secretary of the Interior's Professional Qualifications Standards for archeology (48 Federal Register

44738-44739) evaluates and, if necessary, mitigates effects to the property. The City, in consultation with the SHPO, shall determine, within thirty days, whether such remains are eligible for inclusion in the National Register. If the property is determined eligible, the City shall consult with the SHPO to determine, within thirty days of such determination, an appropriate course of action pursuant to 36 CFR § 800.13(b)(2).

3. Should any signatory object at any time to the manner in which the terms of this Memorandum of Agreement (Agreement) are implemented, the City shall consult with the objecting parties to resolve the objection. If the City determines within thirty days of receipt that such objection cannot be resolved, the City will forward all documentation relevant to the dispute to the Council in accordance with 36 CFR §800.2(b)(2). The City in reaching a final decision regarding the dispute shall take any council comment provided into account.
4. 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 City shall take the objection into account and consult, as needed, with the objecting party and the SHPO as needed, for a period of time not to exceed fifteen days. If the City is unable to resolve the conflict, the Council shall forward all documentation relevant to the dispute to the Council, following the terms outlined in stipulation [change number], above.
5. 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 City shall proceed in accordance with 36 CFR §800.6(c)(8).
6. 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 [change number] above.

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

CITY OF RICHMOND

By: 
Barry Cromartie, Planning Director

Date: 6-5-2003

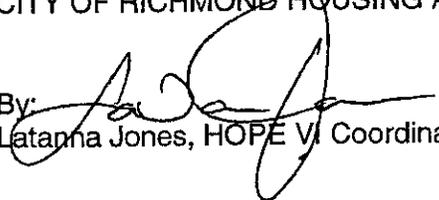
CALIFORNIA STATE HISTORIC PRESERVATION OFFICE

By: 
Dr. Knox Mellon, State Historic Preservation Officer

Date: 6/17/03

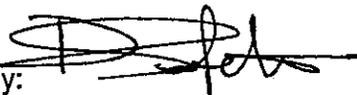
Concur:

CITY OF RICHMOND HOUSING AUTHORITY

By: 
Latanna Jones, HOPE VI Coordinator

Date: 5/22/03

EASTER HILL DEVELOPMENT ASSOCIATES, LLC
(McCormack Baron Salazar, Member)

By: 
Dalila Sotelo, Vice President

Date: 6/5/03