

MEMORANDUM OF AGREEMENT

between

THE CITY AND COUNTY OF SAN FRANCISCO,

MAYOR'S OFFICE OF HOUSING,

and

THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

**REGARDING THE DEMOLITION AND RECONSTRUCTION OF
VALENCIA GARDENS PUBLIC HOUSING PROJECT
AT 340-370 VALENCIA STREET
SAN FRANCISCO, CALIFORNIA**

WHEREAS, the City and County of San Francisco (City), through the Mayor's Office of Housing, has determined that the demolition and reconstruction of the Valencia Gardens Public Housing Project, 340-370 Valencia Street, San Francisco (Undertaking) will have an effect upon 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) pursuant to 36 CFR Part 800, regulations implementing Section 106 Of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f); and

WHEREAS, the Mission Housing Development Corporation, a non-profit corporation, and the San Francisco Housing Authority (SFHA) (Sponsors) have participated in the consultation and have been invited to concur in this Memorandum of Agreement (MOA); and

WHEREAS, the Sponsors intend to finance the Undertaking with private and public financing, including a \$23,230,641 grant of federal funds awarded to SFHA by the United States Department of Housing and Urban Development (HUD) under the federal HOPE VI program authorized under the Departments of Veterans Affairs and HUD, and Independent Agencies Appropriations Act of 1997 (P.L. 104-204); and

WHEREAS, the Director of the Mayor's Office of Housing of San Francisco has been designated by the Mayor as the Agency Official responsible for ensuring compliance with Section 106 of the NHPA; and

WHEREAS, the Agency Official has established the Area of Potential Effects (APE) for the Undertaking, as defined at 36 CFR § 800.16, and as outlined in *Proposed Area of Potential Effect – Historic Resources, Valencia Gardens HOPE VI project, San Francisco, CA*, prepared by Carey & Co., October 1, 2002, based on the *Verification of Historic Significance, Valencia Gardens HOPE VI project, San Francisco, CA*, prepared by Carey & Co., October 1, 2002.

WHEREAS, the Agency Official, with significant public participation as described below, has identified and evaluated Historic Properties located in the APE; and

WHEREAS, the Sponsors held numerous meetings in the community regarding the Undertaking, including its effect on Historic Properties located in the APE, over a seven (7) year period, beginning Fall, 1996, and continuing through 2003, with various community groups including Valencia Gardens Residents' Council, Valencia Gardens HOPE VI Community Task Force, and the San Francisco Chapter of the American Institute of Architects; and

WHEREAS, the City's Landmarks Preservation Advisory Board (LPAB) held a duly noticed public hearing on April 16, 2003, at which time it considered written and oral testimony in preparing its comments to the Agency Official; and

WHEREAS the City is a Certified Local Government (CLG) pursuant to § 101 of the NHPA and its implementing regulations found at 36 CFR Part 61; and

WHEREAS, in consultation with the City and County of San Francisco Planning Department (Planning Department) and LPAB, the Agency Official has made the following determinations with respect to the effect of the Undertaking on Historic Properties within the APE:

1. The proposed design of the Undertaking would have no adverse effect on the following Historic or potentially Historic Properties:

- San Francisco Armory and Arsenal, 1800 Mission Street, National Historic Landmark,
- Sheet Metal Workers Union Hall, 224 Guerrero Street, a property that may become eligible for inclusion in the NRHP when more historical or architectural research is performed.

2. The demolition of the Valencia Gardens Public Housing Project will have an adverse effect on a district eligible for inclusion in the NRHP; and

WHEREAS, through general notification to property owners in the immediate neighborhood and other parties requesting notice, the Agency Official and the Sponsors have invited the interested public to participate in identification of Historic Properties and the planning of this undertaking by written comment, personal interview and neighborhood meetings, and have duly considered those comments and ideas in the project design; and

NOW, THEREFORE, the Agency Official and the SHPO agree, with concurrence by the Sponsors, that the Undertaking shall be carried out in accordance with the following stipulations in order to take into account the effects of the Undertaking on Historic Properties.

STIPULATIONS

The Agency Official will ensure that the following stipulations are carried out:

1. Design. The Sponsors shall proceed with the conceptual design of the Undertaking based on the Schematic Design for Valencia Gardens HOPE VI, March 17, 2003, prepared by Van Meter Williams Pollack and Martinez Architects Inc.; design was refined on December 2, 2003, and may be refined during the review by the Planning Department and LPAB.

2. Review. The Sponsors shall provide the Planning Department and LPAB with such drawings and specifications for the Undertaking (including construction of the 290 housing units, a 5,400-square foot (sf) community center, a 3,000-sf computer learning center, a 3,500-sf childcare center, outdoor child play space and other semi-public community open space, and 86 parking spaces) at the 25% and 95% completion level to ensure the proposed Undertaking remains in compliance with the approved plans. The Agency Official shall ensure that changes to the approved plans are forwarded to the Planning Department and LPAB for review and comment. The Planning Department and LPAB will have forty-five (45) days to review the drawings and specifications and to submit comments to the Sponsors.
 - a. The Agency official shall notify the SHPO as soon as practicable if it appears that any action covered by this MOA may affect a previously unidentified property that may be eligible for inclusion in the NRHP or affect a known Historic Property in an unanticipated manner. The Agency Official shall stop construction in the vicinity of the property and take all reasonable measure to avoid or minimize harm to the property and proceed according to 36 CFR § 800.13(b). If there are unanticipated effects to the San Francisco National Guard Armory and Arsenal, the Agency Official shall request the Advisory Council on Historic Preservation (Council) to participate in any consultation to resolve adverse effects pursuant to 36 CFR § 800. 10.

3. Demolition. Prior to any physical removal of buildings or site features, the Project Sponsor would prepare, or cause to be prepared, documentation of the Valencia Gardens complex. Such documentation would include the precise recording of the structures through measurements, drawings, and photographs and would meet the Historic American Buildings Survey (HABS) recordation standards.
 - a. The HABS documentation would include the following:
 - HABS outline report would be prepared and would include descriptive and historical information on the buildings, the architects, the landscaping, the landscape architect, the sculptures, and the artist. Information from the previous reports prepared, including the Valencia Gardens Draft Historic Significance Evaluation, Carey & Co., 1997, and the Verification of Historic Significance, Valencia Gardens HOPE VI Project, Carey & Co., 2002, would be used to fulfill some of the requirements for descriptive and historical information
 - Photographic documentation of the exterior of Valencia Gardens' neighborhood setting, buildings, courtyards, landscape and site features, and sculptures would be prepared.
 - Photographic documentation of selected interiors, including a typical dwelling unit, would be prepared. The selected dwelling unit would be appropriately described in the outline report and keyed to the photographs.
 - All photographic documentation would follow the HABS Photographic Standards for detail and quality, use of large format photographs and negatives, archival processing, labeling, and sacrificial test prints. Two sets of archival prints and one set of archival negatives would be prepared.

- Existing architect's drawings of the housing complex would be included in the HABS documentation. Reference would be made in the documentation report to the repository where the drawings are housed.
- b. The documentation of Valencia Gardens would be submitted to the following repositories:
- Documentation report, and one set of photographs and negatives, and a copy of the original drawings (identified in the Appendix II of Draft Historic Significance Evaluation of the Valencia Gardens as "Original Drawings for Valencia Gardens on 03-10-41 by Harry A. Thomsen Jr. and William Wilson Wurster") would be submitted to the History Room of the San Francisco Public Library.
 - Documentation report would be submitted to the Northwest Information Center of the California Historical Resources Information Resource System.
 - Documentation report, one set of photographs, original drawings, and rehabilitation drawings would be submitted to the Wurster, Bernardi & Emmons Collection, 1922-1974, Environmental Design Archives in the College of Environmental Design, University of California, Berkeley. The original drawings are identified in the Appendix II of Draft Historic Significance Evaluation of the Valencia Gardens as "Original Drawings for Valencia Gardens on 03-10-41 by Harry A. Thomsen Jr. and William Wilson Wurster." The rehabilitation drawings are identified as "Renovation Drawings for Kitchens and Bathrooms on 12-28-73 by the Housing Authority of the City and County of San Francisco." Both drawings sets are in the possession of the San Francisco Housing Authority and would be examined by a conservator prior to their donation.
 - The documentation report and xerographic copies of the photographs would be submitted to the San Francisco Planning Department for review prior to issuance of any permit that may be required by the City and County of San Francisco for demolition of Valencia Gardens.
 - The documentation report and xerographic copies of the photographs would be submitted to the San Francisco Landmarks Preservation Advisory Board.
4. Incorporation of the Bufano Sculptures. The Project Sponsor, along with the President of the LPAB, would work with the San Francisco Arts Commission to incorporate the Bufano sculptures into the proposed site design. Subject to Arts Commission approval, the Bufano sculptures would be returned to the project site after construction. Prior to removing the sculptures from the site, an art conservator would inspect each sculpture to determine their existing condition. A qualified mover with experience in moving fine art pieces would be contracted to move the sculptures to a storage facility during construction of the proposed project. The storage facility would be one recommended by the art conservator. The same moving company would move the sculptures back, and the art conservator would supervise their placement on the project site.
5. Publicly Accessible Interpretive Display Area. The Project Sponsor would provide a publicly accessible interpretive display area on the project site to include interpretive materials, such as photographs, oral histories, architectural drawings and site plans, and written histories documenting the lives of, and events associated with, past occupants of the Valencia Gardens Housing Project. The interpretive display would also include

information on why the existing Valencia Gardens housing is inappropriate for its current use as discussed in the HOPE VI application section on existing conditions, as well as published articles regarding the design goals of the HOPE VI program, and the design goals developed in the resident design workshops for Valencia Gardens, which together show how social thinking has changed regarding what is now considered appropriate public housing design. The interpretive display would be submitted to the LPAB for review and approval prior to issuance of a final certificate of occupancy for the project. Copies of all interpretive materials shall also be donated to the History Room of the San Francisco Public Library. The LPAB may appoint a liaison to work with the Project Sponsor in directing the research on the interpretive materials.

6. Archeologists. The Sponsor must retain the on-site services of a person meeting the Secretary of the Interior's Professional Qualifications standards for archeology (48 Federal Register 444738-39) who will carry out the testing, evaluation, and data recovery program as outlined in Mitigation Measure 15 on page V-6 of the Valencia Gardens Draft EIR, published March 22, 2003, prepared for the City of San Francisco, and in *Archaeological Research Design and Treatment Plan for the Valencia Gardens HOPE IV Project, December 2002*, prepared by Archeo-Tec.
7. Resolving Concerns. Should any signatory object at any time to the manner in which the terms of this MOA are implemented, the Agency Official shall consult with the objecting party(ies) to resolve the objection. If the Agency Official determines within fifteen (15) days after receipt that such objections cannot be resolved, the Agency Official will forward all documentation relevant to the dispute to the Council in accordance with 36 CFR §§ 800.2(b) and 800.6(b)(2). The Council will provide comments within thirty (30) days after receipt of relevant documentation. The Agency Official, in reaching a final decision regarding the dispute, shall take Council comments, if any, into account. The Agency Official's responsibility to carry out all other actions under this MOA that are not the subject of the dispute will remain unchanged.
8. Implementation. If at any time during implementation of the measures stipulated in this MOA, an objection to the manner of implementation is raised in writing by any member of the public, the Agency Official shall take the objection into account and consult with the objecting party, the Planning Department and the President of the LPAB, as deemed necessary by the Agency Official, for a period not to exceed fifteen (15) days. If the Agency Official is unable to resolve the conflict, the Agency Official will forward all documentation relevant to the dispute to the Council, following the provisions of Stipulation 7, above.
9. Stipulations. If any signatory determines, prior to the termination of this MOA, that any other signatory has failed to carry out the Stipulations in this MOA, it shall notify the other signatories to this MOA and, if applicable under 36 CFR Part 800, invite the participation of the Council to resolve any dispute. Until such dispute has been resolved, no City agency, official, board or commission may take or sanction any action or make any irreversible commitment that could result in the Undertaking having an adverse effect on properties within the APE of the Undertaking which are listed or eligible to be listed on the NRHP, or that would foreclose the Council's participation in the resolution of the dispute.

10. Amendment. If any of the signatories to this MOA believes that the terms of this MOA cannot be carried out, or that an amendment to the terms of this MOA must be made, that signatory shall immediately notify the other signatories and request consultation to amend this MOA. The process of amending this MOA shall be the same as that exercised in creating the original MOA.
11. Responses of the SHPO and the Council. Failure of the SHPO or the Council to respond within the time limits specified above shall be interpreted as concurrence with the findings proposed in the consultation and shall allow the Agency Official to proceed with the Undertaking.
12. Term. If the terms of either this MOA or the Undertaking have not been carried out within five (5) years following the date of execution of this MOA, the signatories shall reconsider its terms. If the signatories agree to amend this MOA, they shall proceed in accordance with the amendment process referenced in Stipulation 9. The Undertaking will be deemed complete when all of the residential units have been approved for occupancy as evidenced by the issuance of one or more certificates of occupancy. Upon the completion of the Undertaking, the signatories will have no further obligations under this MOA.
13. Signatories. Except as may otherwise be provided in this MOA, the term “signatories” (and “signatory” where applicable) shall include only the Agency Official, the CLG, the SFHA, the SHPO, the Sponsors and their respective successors and assigns
14. Concurring Parties. The concurring parties do not have rights to amend or terminate this agreement. Their signatures show that they are familiar with the terms of the agreement and do not object to it.

Execution of this Memorandum of Agreement by the Agency Official, the CLG, the California SHPO and the Sponsors and implementation of its terms are evidence that the Agency Official has afforded the Council an opportunity to comment on the development and its effects on Historic Properties, and that the Agency Official has taken into account the effects the Undertaking on Historic Properties.

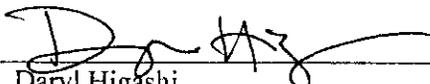
SIGNATORIES:

**THE CITY AND COUNTY OF SAN FRANCISCO,
a Certified Local Government**

By: 
Gerald Green
Director of Planning, San Francisco
Planning Department

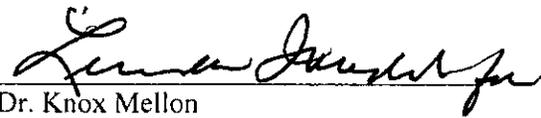
Date: 6/12/03

AGENCY OFFICIAL,

By: 
Daryl Higashi
Deputy Director, Mayor's Office of Housing

Date: 6/13/03

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,

By: 
Dr. Knox Mellon
State Historic Preservation Officer

Date: 8/4/03

Approved as to form:

Dennis Herrera
City Attorney

By: 
Deputy City Attorney

Date: June 11, 2003

CONCURRING PARTIES:

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,
a corporate body public and politic

By: 

Gregg Fortner
Executive Director

Date: 6/12/03

MISSION HOUSING DEVELOPMENT CORPORATION,
a non profit corporation

By: 

Carlos Romero
Executive Director

Date: 6/11/03