

**MEMORANDUM OF AGREEMENT
BETWEEN CITY OF STOCKTON, CALIFORNIA
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE FOX CALIFORNIA THEATRE REHABILITATION**

WHEREAS, the City of Stockton, California (the City) has determined that its proposed rehabilitation of the Fox California Theatre, 242 E. Main Street (the undertaking) will have an effect on the building, which is listed in the National Register of Historic Places, and has consulted with the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, the City has received assistance through the Economic Development Initiative (EDI), authorized by Section 108(q) of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City has removed the Fox California Theatre's historic marquee and replaced the feature with a new marquee that accommodates the new name of the theatre, the Bob Hope Theatre; and

WHEREAS, the City has salvaged several components of the historic marquee including the letters spelling out "Fox California," which identify the theatre by its former name;

WHEREAS, the California State Historic Preservation Officer (SHPO) has declined to participate in consulting with the City and the ACHP; and

NOW, THEREFORE, the City and the ACHP agree 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

The City shall ensure that the following measures are carried out:

I. INTERPRETIVE EXHIBIT

- A. In consultation with the ACHP, the City will develop an interpretive exhibit of the history of the Fox California Theatre.
- B. The interpretive exhibit will include the following components:
 - 1. A brief narrative of the property describing the historical and architectural development of the theatre;
 - 2. An assortment of historic photographs of the building showing:
 - a. The overall general appearance of the building during various

- stages of its history; and
 - b. Detailed or close-up views of the theatre's signage including photographs of the marquee prior to the theatre's name change; and
 - 3. The salvaged elements of the marquee sign.
- C. The City will consult with the Cultural Heritage Board and with staff from the Haggin Museum regarding the displays.
- D. Following its consultation with the Cultural Heritage Board and with staff from the Haggin Museum the City will provide the ACHP an exhibit plan for its review and comment. The plan will include the comments of the Cultural Heritage Board and the Haggin Museum.
- E. The exhibit will be permanently installed in a fully accessible and public location inside the in the Fox California Theatre building within one year of the execution of this Agreement.

II. SUMMARY REPORT

- A. One year after the execution of this MOA, the City will provide the ACHP a summary report detailing work undertaken pursuant to its terms.
- B. In addition to photographs showing the completed interpretive exhibit described in Stipulation I, the report will also include a narrative describing the City's efforts to fulfill the terms of this MOA. The narrative will also discuss any problems the City encountered in carrying out the terms of the MOA.
- C. The purpose of the City's summary report will be to determine in consultation with the ACHP that all of the terms of its terms have been satisfactorily fulfilled

III. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

IV. TERMINATION

- A. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period agreed to by all signatories) an

amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

- B. Once the MOA is terminated, and prior to work continuing on the undertaking, the City must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The City shall notify the signatories as to the course of action it will pursue.

V. DURATION

- A. Unless terminated in accordance with Stipulation V, this MOA will be in effect until the City has determined in consultation with the ACHP that all of the terms of its terms have been satisfactorily fulfilled, but not to extend one year beyond the execution of the Agreement.
- B. Following the City's determination that all of the terms of this MOA have been satisfactorily fulfilled in consultation with the ACHP, the terms of this Agreement will no longer be in effect and the Agreement will expire.
- C. Should the City fail to satisfactorily fulfill all of the terms of this MOA within one year of its execution, the City will seek the comments of the ACHP pursuant to 36 CFR § 800.7(c).

Execution of this MOA by the City and the ACHP and implementation of its terms evidence that the City has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  Date: 3/25/05
John M. Fowler, Executive Director

City of Stockton, California

By: _____ Date: _____
Mark Lewis, City Manager