

Appendix G

Memorandum of Agreement



**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE GOLDEN GATE BRIDGE
PHYSICAL SUICIDE DETERRENT SYSTEM PROJECT
IN MARIN AND SAN FRANCISCO COUNTIES**

WHEREAS, the Federal Highway Administration (FHWA) has assigned and the California Department of Transportation (Caltrans) has assumed FHWA responsibility for environmental review, consultation, and coordination under the provisions of the *Memorandum of Understanding between the Federal Highway Administration and the California Department of Transportation Concerning the State of California's Participation in the Surface Transportation Project Delivery Pilot Program*, which became effective on July 1, 2007 and applies to this project; and

WHEREAS, Caltrans had determined that the Golden Gate Bridge Physical Suicide Deterrent System project (Undertaking), will have an adverse effect on the Golden Gate Bridge (Bridge 27-0052), a property determined to be eligible for inclusion on the National Register of Historic Places (NRHP); and

WHEREAS, Caltrans has consulted with the California State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to Stipulations X.C and XI of the January 2004 *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the Administration of the Federal-Aid Highway Program in California* (PA), and where the PA so directs, in accordance with 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 USC Section 470f) as amended, regarding the Undertaking's effects on historic properties, and has notified the ACHP of the adverse effect finding pursuant to 36 CFR § 800.6(a)(1); and

WHEREAS, Caltrans has thoroughly considered alternatives to the Undertaking, has determined that the statutory and regulatory constraints on the design of the Undertaking preclude the possibility of avoiding adverse effects to the historic property during the Undertaking's implementation, and has further determined that it will resolve adverse effects of the Undertaking on the subject historic property through the execution and implementation of this Memorandum of Agreement (MOA); and

WHEREAS, Caltrans District 4, the Golden Gate Bridge, Highway and Transportation District (Bridge District), the Golden Gate National Recreation Area (Golden Gate NRA), the Docomomo_US Northern California Chapter, the National Trust for Historic Preservation, and

the Foundation for San Francisco's Architectural Heritage have participated in the consultation and have been invited to concur in the MOA; and

WHEREAS, the Bridge District, the owner of the bridge, has participated in the consultation and has been invited to concur in this MOA;

NOW, THEREFORE, Caltrans, the SHPO, and the ACHP agree that, upon Caltrans' decision to proceed with the Undertaking, Caltrans will ensure that the Undertaking is implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties, and further agrees that these stipulations will govern the Undertaking and all of its parts until this MOA expires or is terminated.

STIPULATIONS

I. Area of Potential Effect

The APE for the Undertaking was established to include all areas within the vicinity of the Golden Gate Bridge that may contain historic properties that would be directly or indirectly affected by the Undertaking. The APE included the maximum existing and proposed right-of-way, project construction easements (temporary and permanent), staging areas, and temporary or permanent changes in access (ingress or egress). The APE for the Undertaking is included as Attachment A to this MOA.

II. Treatment of Historic Properties

A. Design Details

Caltrans will ensure the implementation of the design variation agreed to on March 27, 2009 by the signatories to this Agreement. This variation, also known as the Preferred Alternative in the NEPA Environmental Assessment includes the following details:

- the supporting system will be international orange to match the color of the existing bridge, the net will be unpainted and uncoated stainless steel,
- a vertical barrier will be installed along the 300-foot length of the North Anchorage Housing rather than extending the net around the structure. The vertical barrier will be attached to the outside of the existing concrete wall and will have 1/2-inch diameter steel rods spaced at 6-1/2 inches on center. All components of the vertical barrier will be painted international orange.

B. Recordation

The Golden Gate Bridge has been the subject of partial recordation by the Historic American Engineering Record (HAER). Caltrans will ensure the completion of additional recordation described herein to augment the existing documentation. Large-format (four by five inch or larger negative size) black and white photographs will be

taken showing the Golden Gate Bridge in context, as well as details of its historic engineering features, contributing elements, and character-defining features. Photographs will specifically include the existing east and west outside railings, concrete railing at the north pylon, and exterior trusses of the bridge. Caltrans will ensure that the photographs will be processed for archival permanence in accordance with the HAER photographic specifications.

The recordation will follow the National Park Service's (NPS) HAER Guidelines. The HAER format, views, and other documentation details will be coordinated with the Western Regional Office of the NPS, Oakland, California. Oblique aerial photography will be considered as a photographic recordation option in these coordination efforts. It is anticipated that the recordation of the bridge will be completed to Level I or Level II HAER written data standards, and will include archival and digital reproduction of historic images, plans, and drawings.

Caltrans will ensure that copies of the documentation (including photo documentation processed for archival permanence) will be offered to the San Francisco Public Library, Marin County Free Library, Environmental Design Archives at U.C. Berkeley, Golden Gate NRA (park Archive and Records Center), Presidio Trust, and the Caltrans Transportation Library and History Center at Caltrans Headquarters in Sacramento.

C. National Historic Landmark Nomination

Caltrans will ensure that within one year of the implementation of the proposed undertaking, the Bridge District will complete and submit a National Historic Landmark nomination for the Golden Gate Bridge to the National Historic Landmarks Program at the National Park Service.

D. Educational materials

Caltrans will ensure that an educational brochure will be prepared presenting information on the historic elements of the bridge being affected by the proposed project, prefaced by an explanation of the need for the barrier installation. The brochure will be made available on-site at the bridge, Presidio National Historic Landmark, select Golden Gate NRA locations, and online at the Bridge District website (www.goldengate.org) during the construction period.

Caltrans will ensure that copies of *The Golden Gate Bridge Report of the Chief Engineer*, Volume II (2007) will be provided to libraries and repositories at the San Francisco Architectural Heritage, California Historical Society, San Francisco Public Library, Marin County Free Library, Environmental Design Archives at U.C. Berkeley, Golden Gate NRA (Park Archive and Records Center), Presidio Trust, and the Caltrans Transportation Library and History Center at Caltrans Headquarters in Sacramento.

E. Interpretive Display

Caltrans will ensure that interpretive signs or display panels will be installed at the Round House Gift Center and the Vista Point to describe the Undertaking for the

duration of construction. The signs will incorporate information from the contextual history prepared for the brochure.

F. Protection of the Historic Property

For the duration of construction, Caltrans will ensure the protection of the remainder of the historic property, as well as the Fort Point National Historic Site, located below the Fort Point Arch component of the bridge. The Bridge District will ensure against incidental damage to the remainder of the historic property and the Fort Point property by hiring an independent Environmental Compliance Monitor who will periodically monitor the site during construction and will prepare monthly reports documenting compliance and protection. Caltrans will ensure that these reports will be provided to the Bridge District, the SHPO, and the Golden Gate NRA (Contact: Andrea Lucas), the property owner.

G. Repair of Inadvertent Damage

Caltrans will ensure that any damage to the Fort Point National Historic Site resulting from the Undertaking will be repaired in accordance with the Secretary of the Interior's *Standards for Rehabilitation*. Prior to implementation of repairs, Caltrans shall provide proposed repair plans to the Golden Gate NRA and the SHPO for review and approval prior to beginning work to ensure that any damage is repaired in a manner satisfactory to the park and in conformance with the Secretary of the Interior's *Standards for Rehabilitation*.

III. Administrative Provisions

A. Definitions

The definitions provided at 36 CFR § 800.16 are applicable throughout this MOA.

B. Professional Qualifications and Standards

1. All activities prescribed by Stipulations II.A through II.G of this MOA will be carried out by or under the direct supervision of persons meeting the "Secretary of the Interior's Professional Qualification Standards" for historian or architectural historian (*Federal Register*, 1983).
2. All written and graphic materials prescribed by Stipulations II.A through II.G of this MOA will meet contemporary professional standards and conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (National Park Service, 1995 and updates).

C. Discoveries and Unanticipated Effects

If Caltrans determines after the construction of the Undertaking has commenced, that the Undertaking will affect a previously unidentified property that may be eligible for listing on the NRHP, or affect a known historic property in an unanticipated manner,

Caltrans will address the discovery or unanticipated effect in accordance with 36 CFR § 800.13(b)(3). Caltrans at its discretion may hereunder assume any discovered property to be eligible for listing on the NRHP in accordance with 36 CFR § 800.13(c).

D. Dispute Resolution

Should any signatory to this MOA object at any time to the manner in which the terms of this MOA are implemented, to any action carried out or proposed with respect to implementation of this MOA, Caltrans will consult with such party to resolve the objection. If Caltrans determines that such objection cannot be resolved within fifteen (15) calendar days, Caltrans will:

1. Forward all documentation relevant to the dispute, including Caltrans' proposed resolution, to the ACHP. Caltrans will also provide a copy to all signatories and concurring parties. The ACHP will provide Caltrans with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, Caltrans will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. Caltrans will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, Caltrans may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Caltrans will prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to this MOA, and provide them and the ACHP with a copy of such written response.
3. Caltrans' responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain in effect.

E. Amendments

If any signatory party to this MOA proposes an amendment to its terms, that party will consult with the other parties to consider such amendment. The amendment will be effective on the last date that a copy of it is signed by all of the signatories in counterpoint. If the signatories cannot agree to appropriate terms to amend this MOA, any signatory may terminate the MOA in accordance with Stipulation III.F, below.

F. Termination

1. If any signatory believes that the terms of this MOA are not being carried out or cannot be carried out, they may request that construction stop where historic properties are threatened while the terms of the MOA are amended per Stipulation II.E, 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.

2. If this MOA is terminated for any reason, and Caltrans determines that the Undertaking will proceed, Caltrans will either execute a new MOA with the signatories pursuant to 36 CFR § 800.6(c)(1), or request, take into account, and respond to the comments of the ACHP pursuant to 36 CFR § 800.7. Caltrans will notify the signatories as to the course of action it will pursue.

G. Duration

1. If not amended as per Section III.E, or terminated as per Section III.F, this MOA will be in effect through Caltrans' implementation of the Undertaking and will terminate and have no further force or effect when Caltrans, in consultation with the other signatories, determines that the terms of this MOA have been fulfilled in a satisfactory manner. Caltrans will provide the other signatories with written notice of its determination and of termination of this MOA.
2. If Caltrans determines that the Undertaking has not been initiated within ten years following execution of this MOA, the signatories will consult to reconsider its terms. Reconsideration may include continuation of the MOA as originally executed, amendment, or termination.

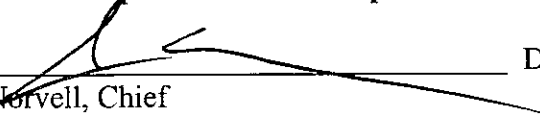
H. Effective Date

Caltrans will ensure that each party is provided with a copy of the fully executed MOA. This MOA will take effect on the date that the last signatory has signed the MOA.

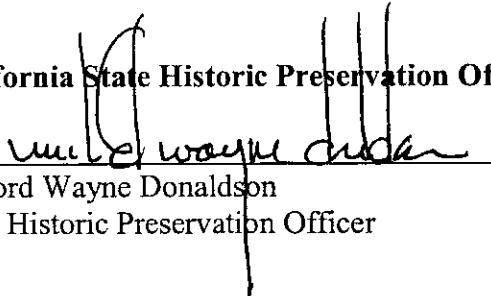
EXECUTION and implementation of this MOA by the signatory parties, and implementation of its terms, shall evidence that Caltrans has afforded the ACHP a reasonable opportunity to comment on the Undertaking and the effect of the Undertaking on historic properties, and that Caltrans has taken into account the effects of the Undertaking on historic properties.

SIGNATORY PARTIES

California Department of Transportation

By:  Date: 6/11/09
Jay Norvell, Chief
Division of Environmental Analysis

California State Historic Preservation Officer

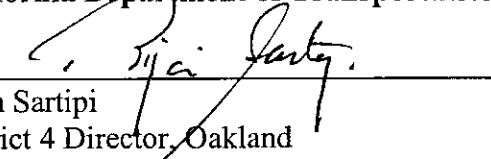
By:  Date: 15 JUN 2009
Milford Wayne Donaldson
State Historic Preservation Officer

Advisory Council on Historic Preservation

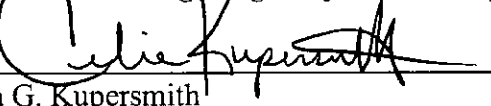
By:  Date: 7/13/09
John Fowler
Executive Director

CONCURRING PARTIES

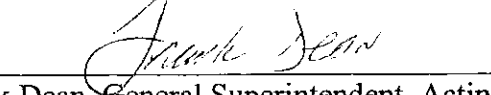
California Department of Transportation, District 4

By:  Date: 6/23/09
Bijan Sartipi
District 4 Director, Oakland

Golden Gate Bridge Highway and Transportation District

By:  Date: 6/19/09
Celia G. Kupersmith
General Manager


Golden Gate National Recreation Area

By:  Date: 6/26/09
Frank Dean, General Superintendent, Acting

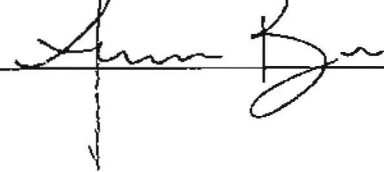
National Trust for Historic Preservation *

By: _____ Date: _____

DOCOMOMO US/Northern California Chapter

By:  Date: 7-2-09

San Francisco Architectural Heritage

By:  Date: 6.24.09

* The National Trust for Historic Preservation participated in the drafting of this Memorandum of Agreement for the Golden Gate Bridge Physical Suicide Deterrent System Project but declined to sign.