

**MEMORANDUM OF AGREEMENT**  
**Between the California Department of Transportation and**  
**the California State Historic Preservation Officer**  
**Regarding the Yerba Buena Island I-80 Ramps Improvement Project**  
**San Francisco (04-SF-80, PM 7.6-8.1)**

**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 has determined that the Yerba Buena Island I-80 Ramps Improvement Project in San Francisco (Undertaking) will have an adverse effect on the Senior Officers' Quarters Historic District and Quarters 10 (which includes Building 267), properties listed on the National Register of Historic Places (National Register), and may have an effect on archaeological site CA-SFR-04/H, a property which has been determined eligible for listing on the National Register; and

**WHEREAS**, implementation and enforcement of the measures set forth in Stipulation II.F. of this Memorandum of Agreement (MOA) will satisfactorily avoid potential adverse effects to archaeological site CA-SFR-04/H; and

**WHEREAS**, Caltrans has consulted with the California State Historic Preservation Officer (SHPO) 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 Advisory Council on Historic Preservation (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 historic properties during the Undertaking's implementation, and has further determined that it will resolve adverse effects of the Undertaking on the subject historic properties through the execution and implementation of this MOA; and

**WHEREAS**, Caltrans District 4, the San Francisco County Transportation Authority (SFCTA), the United States Navy, the United States Coast Guard, and the Treasure Island Development Authority (TIDA) have participated in the consultation and have been invited to concur in this MOA;

**WHEREAS**, the United States Navy is the current owner of the subject historic properties and the Undertaking will be implemented in accordance with this MOA after the conveyance of the subject historic properties to the TIDA.

**NOW, THEREFORE**, Caltrans and the SHPO agree that, upon Caltrans' decision to proceed with the Undertaking, Caltrans shall 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 shall govern the Undertaking and all of its parts until this MOA expires or is terminated.

Caltrans shall ensure that the following stipulations are implemented:

## **STIPULATIONS**

### **I. Area of Potential Effect**

The APE for this Undertaking is depicted in the Supplemental Historic Property Survey Report *for the Yerba Buena Island Ramps Improvement Project*, Map 3 (Map 3 is included as Attachment A of this MOA). The APE included the maximum existing and proposed right-of-way, project construction easements (temporary and permanent), and all properties subject to direct or indirect project effects. Attachment A set forth hereunder may be amended through consultation among the MOA parties without amending the MOA proper.

### **II. Treatment of Historic Properties**

A. Prior to the start of any work that could adversely affect any characteristics that qualify Quarters 1 (the Nimitz House), Quarters 10, and Building 267 as historic properties, SFCTA will prepare Historic Structure Reports (HSRs) for Quarters 1 (the Nimitz House) within the Officers' Quarters Historic District, Quarters 10, and Building 267. The scope of the HSRs will be developed in consultation with Caltrans, the Navy, and TIDA, and will follow the general guidelines for such reports as described in the California Office of Historic Preservation publication, "Historic Structure Report Format." Caltrans shall ensure that the documentation is completed and accepted before the historic properties are altered and/or moved. Copies of the HSRs will be provided to all of the signatory and concurring parties to this MOA.

#### **B. Historic Landscape Report and Landscaping Plan**

##### **1. Historic Landscape Report**

SFCTA will prepare a Historic Landscape Report (HLR) for the Officers' Quarters Historic District, to aid in planning for future use and landscaping of the properties within the District. The scope of the HLR will be developed in consultation with Caltrans, the Navy, and TIDA, and will be informed by the general guidelines for the Historic American Landscape Survey, as described in the National Park Service

publication, "HALS Guidelines." Copies of the HLR will be provided to all of the signatory and concurring parties to this MOA.

2. SFCTA will prepare and implement a landscaping plan for the Officers' Quarters Historic District, to address areas where the existing landscaping will be disturbed by the Undertaking and for visual screening of the new ramp structures from properties within the District. SFCTA and Caltrans shall consult to ensure that this stipulation does not duplicate effort or conflict with Stipulation V.C of the *Memorandum of Agreement among the Federal Highway Administration, the United States Coast Guard, the California State Historic Preservation Officer, and the Advisory Council on Historic Preservation for the San Francisco Oakland Bay Bridge East Span Seismic Safety Project in San Francisco and Alameda Counties, California*. Prior to implementation, the landscaping plan will be transmitted for review and comment to all of the signatory and concurring parties to this MOA.

#### C. Relocation of Quarters 10 and Building 267

SFCTA will relocate Quarters 10 and Building 267 to a new location on Yerba Buena Island. SFCTA will ensure that the buildings are moved in accordance with the approaches recommended in the National Park Service's *Moving Historic Buildings* (John Obed Curtis, 1979), and by a professional building mover who has the experience and capability to move historic buildings properly. The SHPO will be afforded an opportunity to review and approve the proposed relocation site. The relocation will include the construction of new foundations, utility connections, and all other work necessary to prepare the buildings for future use.

Upon completion of the relocation work, Caltrans will re-evaluate the property and determine, in consultation with the SHPO, whether the property continues to meet National Register criteria or should be proposed for removal from the National Register.

#### D. Interpretive Signs

SFCTA will install interpretive signs, incorporating narrative and images relating to the historic Navy buildings on Yerba Buena Island, in consultation with Caltrans. Caltrans shall submit the content and location(s) of the interpretive signs to the SHPO for review and comment. The review period shall be 30 days upon receipt. If the SHPO has not commented by the end of the 30-day review period, SFCTA may proceed.

#### E. Protection of Historic Buildings and Repair of Inadvertent Damage

##### 1. Protection

SFCTA, in consultation with Caltrans, the Navy, and TIDA, will develop and implement measures to protect the buildings of the Senior Officers' Quarters Historic District and Quarters 10 (including Building 267) from damage resulting from the Undertaking. Such measures may include, but are not limited to, vibration monitoring during pile driving in proximity to historic properties.

##### 2. Repair of Inadvertent Damage

Caltrans will ensure that any damage to historic properties resulting from the Undertaking, and any damage resulting from the relocation of Quarters 10 and Building 267, will be repaired in accordance with the Secretary of the Interior's *Standards for Rehabilitation*. The HSRs and HLR described in Stipulations II.A and II.B will include photographic and other documentation of the properties prior to the start of construction and will establish the baseline condition for assessing damage. Prior to implementation of any repairs, Caltrans and SFCTA will provide plans for repairs to the SHPO for review and comment to ensure conformance with the Secretary of the Interior's *Standards for Rehabilitation*. The review period shall be 30 days upon receipt. If the SHPO has not commented by the end of the 30-day review period, SFCTA may proceed

F. Protection of Archaeological Site CA-SFR-04/H

Caltrans shall ensure that the potentially adverse effect of the Undertaking on archaeological site CA-SFR-04/H is avoided by establishing an Environmentally Sensitive Area (ESA) around the boundary of the site. The ESA will be established and maintained in accordance with the ESA Action Plan for this Undertaking. The ESA shall be thoroughly described on the final construction plans for the Undertaking. No construction activity or related ground disturbance will take place within the ESA. The ESA Action plan that details the implementation of this stipulation is appended to this MOA as Attachment B.

### III. Administrative Provisions

A. Definitions.

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

B. Professional Qualifications and Standards.

Caltrans will ensure that only individuals meeting the Secretary of the Interior's Professional Qualification Standards (48 FR 44738-39) in the relevant field of study carry out or review the appropriateness and quality of the actions and products required by Stipulations II.A, II.B, and II.D of this MOA.

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 National Register, 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 National Register in accordance with 36 CFR § 800.13(c).

D. Resolving Objections.

1. Should any party to this MOA object at any time in writing 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, or to any document prepared in accordance with and subject to the terms of this MOA, Caltrans shall immediately notify the other parties of the objection, request their comments on the objection within 15 days following receipt of Caltrans' notification, and proceed to consult with the objecting party for no more than 30 days to resolve the objection. Caltrans will honor the request of the other parties to participate in the consultation and will take any comments provided by those parties into account.

2. If the objection is resolved during the 30-day consultation period, Caltrans may proceed with the disputed action in accordance with the terms of such resolution.
3. If at the end of the 30-day consultation period, Caltrans determines that the objection cannot be resolved through such consultation, then Caltrans shall forward all documentation relevant to the objection to the ACHP, including Caltrans' proposed response to the objection, with the expectation that the ACHP will, within 30 days after receipt of such documentation:
  - a. Advise Caltrans that the ACHP concurs in Caltrans' proposed response to the objection, whereupon Caltrans will respond to the objection accordingly. The objection shall thereby be resolved; or
  - b. Provide Caltrans with recommendations, which Caltrans will take into account in reaching a final decision regarding its response to the objection. The objection shall thereby be resolved; or
  - c. Notify Caltrans that the objection will be referred for comment pursuant to 36 CFR § 800.7(c) and proceed to refer the objection for comment. Caltrans shall take the resulting comments into account in accordance with 36 CFR § 800.7(c)(4) and Section 110(1) of the National Historic Preservation Act. The objection shall thereby be resolved.
4. Should the ACHP not exercise one of the above options within 30 days after receipt of all pertinent documentation, Caltrans may assume the ACHP's concurrence in its proposed response to the objection and proceed to implement that response. The objection shall thereby be resolved.
5. Caltrans shall take into account any of the ACHP's recommendations or comments provided in accordance with this stipulation with reference only to the subject of the objection. Caltrans' responsibility to carry out all other actions under this MOA that are not the subject of the objection shall remain unchanged.
6. At any time during the implementation of the Stipulations in this MOA, should a member of the public raise an objection in writing pertaining to such implementation to any signatory party to this MOA, that signatory party shall immediately notify Caltrans. Caltrans shall immediately notify the other signatory parties in writing of the objection. Any signatory party may choose to comment in writing on the objection to Caltrans. Caltrans shall establish a reasonable time frame for this comment period. Caltrans shall consider the objection, and in reaching its decision, Caltrans will take all comments from the other signatory parties into account. Within 15 days following the closure of the comment period,

Caltrans will render a decision regarding the objection and respond to the objecting party. Caltrans will promptly notify the other signatory parties of its decision in writing, including a copy of the response to the objecting party. Caltrans' decision regarding resolution of the objection will be final. Following issuance of its final decision, Caltrans may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision.

7. Caltrans shall provide all parties to this MOA, and the ACHP, if the ACHP has commented, and any parties that have objected pursuant to subsection D.6 of this Stipulation, with a copy of its final written decision regarding any objection addressed pursuant to this Stipulation.
8. Caltrans may authorize any action subject to objection under this Stipulation to proceed after the objection has been resolved in accordance with the terms of this Stipulation.

#### E. Amendments

Any signatory party to this MOA may propose that this MOA be amended, whereupon all signatory parties shall consult to consider such amendment. The amendment will be effective on the date that a copy signed by all of the original signatories is filed with the SHPO. 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 this MOA is not amended as provided for in section E of this Stipulation, or if any signatory party proposes termination of this MOA for other reasons, the signatory party proposing termination shall notify the other parties to this MOA in writing, explain the reasons for proposing termination, and consult with the other parties for at least 30 days to seek alternative to termination. Such consultation shall not be required if Caltrans proposes termination because the Undertaking no longer meets the definition set forth in 36 CFR § 800.16(y).
2. Should such consultation result in an agreement on an alternative to termination, the signatory parties shall proceed in accordance with that agreement.
3. Should such consultation fail to result in an agreement on an alternative to termination, the signatory party proposing termination may terminate this MOA by promptly notifying the other parties in writing. Termination hereunder shall render this MOA without further force or effect.
4. If this MOA is terminated hereunder, and if Caltrans determines that the Undertaking will nonetheless proceed, then Caltrans shall comply with the requirements of 36 CFR 800.3-800.6.

#### G. Duration

1. Unless terminated pursuant to section F of this stipulation, or unless it is superseded by an amended MOA, this MOA will be in effect following execution by the

signatory parties until Caltrans, in consultation with the other signatory parties, determines that all of its stipulations have been satisfactorily fulfilled.

2. The terms of this MOA shall be satisfactorily fulfilled within ten years following the date of execution by the signatory parties. If Caltrans determines that this requirement cannot be met, the parties to this MOA will consult to reconsider its terms. Reconsideration may include continuation of the MOA as originally executed, amendment of the MOA, or termination. In the event of termination, Caltrans will comply with subsection F.4 of this stipulation, if it determines that the Undertaking will proceed notwithstanding termination of this MOA.
3. If the Undertaking has not been implemented within ten years following the execution of this MOA, this MOA shall automatically terminate and have no further force or effect. In such event, Caltrans shall notify the other signatory parties in writing and, if it chooses to continue with the Undertaking, shall reinitiate review of the Undertaking in accordance with 36 CFR Part 800.

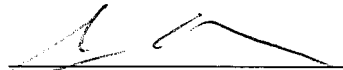
#### H. Effective Date

This MOA will take effect on the date that it is executed by Caltrans and the SHPO.

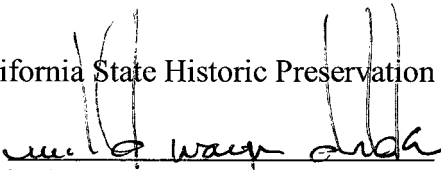
EXECUTION of this MOA by Caltrans and the SHPO, its filing with the ACHP in accordance with 36 CFR § 800.6(b)(1)(iv), and subsequent implementation of its terms, shall evidence, pursuant to 36 CFR § 800.6(c), that Caltrans has afforded the ACHP an opportunity to comment on the Undertaking and its effects 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: 4-11-2011  
Jay Norvell, Chief  
Division of Environmental Analysis

California State Historic Preservation Officer

By:  Date: 14 APR 2011  
Milford Wayne Donaldson  
State Historic Preservation Officer

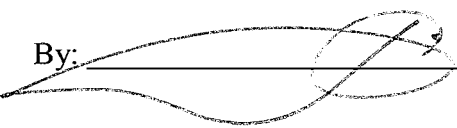


**CONCURRING PARTIES**

California Department of Transportation, District 4

By:  Date: 4-20-11  
Bijan Sartipi, District Director, District 4, Oakland


San Francisco County Transportation Authority

By:  Date: 4/27/11  
Eric Kuis' Moscovitch, Executive Director SFCTA


United States Navy

By: Laura Duchnak Date: 5/19/11  
Laura Duchnak, Director Navy BRAC PMD West

United States Coast Guard

By:  Date: 5/12/11  
P.M. McMillin, CAPT, USCG  
COMMANDING OFFICER, CEUD

Treasure Island Development Authority

By:  Date: 4/22/11  
DIRECTOR OF REDEVELOPMENT  
RICH HILLIS