

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE RIVERSIDE DRIVE BRIDGE REHABILITATION
AND WIDENING PROJECT
CITY OF LOS ANGELES, LOS ANGELES COUNTY, CALIFORNIA**

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 pursuant to 23 USC 327, which became effective on October 1, 2012 and applies to this undertaking; and

WHEREAS Caltrans has determined that the Riverside Drive Bridge Rehabilitation and Widening Project (Undertaking), will have an adverse effect on Riverside Drive Bridge (Bridge #53C-1298), a property determined to be eligible for inclusion in the National Register of Historic Places (National Register); and

WHEREAS, Caltrans has consulted with the California State Historic Preservation Officer (SHPO) pursuant to Stipulations X.C., and X.I 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 (NHPA), regarding the Undertaking's effects on the historic property 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 the historic properties during the Undertaking's implementation, and has further determined that it will resolve adverse effects of the Undertaking on the subject historic property through execution and implementation of this Memorandum of Agreement (MOA); and

WHEREAS, Caltrans District 7 and the City of Los Angeles (City) have participated in the consultation process and have been invited to concur in this MOA; and

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 the historic property, and further agrees that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated.

STIPULATIONS

I. AREA OF POTENTIAL EFFECTS

- A. The Undertaking's Area of Potential Effects (APE) is included as Attachment A to this MOA. The APE includes the maximum existing or proposed right-of-way for the alternative under consideration, easements (temporary and permanent), all improved properties subject to temporary or permanent changes in access (ingress and egress), and areas where visual or audible changes could occur outside the required right-of-way.
- B. Attachment A set forth hereunder may be amended through consultation among the MOA parties without amending the MOA. If the parties cannot reach agreement, the dispute shall be resolved in accordance with stipulation III. D. below.

II. TREATMENT OF HISTORIC PROPERTIES

- A. Prior to the start of any work that could adversely affect any characteristics that qualify Riverside Drive Bridge (#53C-1298) as a historic property, the City shall ensure that the recordation measures specified in section A of this stipulation are completed.
 - 1. The City shall take large-format (4" x 5" or larger negative size) photographs showing Riverside Drive Bridge in context, as well as details of its historic design and engineering features. Photographs shall be processed for archival permanence in accordance with the Historic American Engineering Record (HAER) photographic specifications. View of Bridge #53C-1298 shall include:
 - a. Contextual views showing Bridge #53C-1298 in its setting;
 - b. Elevation views;
 - c. Views of the bridge's approaches and abutments;
 - d. Detail views of significant engineering and design elements.
 - 2. The City shall make a reasonable and good faith effort to locate historic construction drawings for Bridge #53C-1298. If these drawings are located, the City shall photographically reproduce plans, elevations, and selected details from these drawings in accordance with HAER photographic specifications. If they are legible in this format, reduced size (8-1/2" x 11") copies of construction drawings may be included as pages of the report cited in subsection A.3 of this stipulation, rather than photographed and included as photographic documentation. The City shall promptly notify Caltrans if historic construction drawings for Bridge #53C-1298 cannot be located. In that event, the requirements of this paragraph shall not apply.
 - 3. The City shall complete a written historical and descriptive data report for

Bridge #53C-1298. This report will provide a physical description of Bridge #53C-1298, discuss its construction and its significance under applicable NRHP criteria, and address the historical context for its construction following the format and instructions in the September 1993 National Park Service (NPS) *HAER Guidelines for Preparing Written Historical and Descriptive Data*.

4. Upon review and approval by Caltrans Professionally Qualified Staff (PQS) in the appropriate discipline, the City shall submit copies of the documentation prescribed in subsection A.3 of this stipulation to the Caltrans Transportation Library and History Center in Sacramento and the Office of Historic Preservation in Sacramento. The City shall also offer copies of the documentation prescribed in subsection A.3 of this stipulation to the Los Angeles Public Library and the Los Angeles Conservancy.
- B. Prior to the start of any work that could adversely affect characteristics that qualify Riverside Drive Bridge (#53C-1298) as a historic property, Caltrans PQS in the appropriate discipline shall review proposed plans to ensure that they comply with the Secretary of the Interior's Standards for Rehabilitation (Rehabilitation Standards). The City shall work with a qualified professional meeting the applicable PQS Standards to develop the design of the widened structure in a manner that is compatible with the historic bridge but distinguishable from the existing design or materials, in accordance with the Rehabilitation Standards.
1. The City shall submit final proposed designs to Caltrans and the SHPO for comment prior to the start of any activities that could adversely affect characteristics that qualify Riverside Drive Bridge as a historic property.
 2. The City shall prepare a mitigation monitoring plan to include periodic monitoring of the construction activities and mitigation monitoring reports with photographs indicating that the activities are compliant with the Rehabilitation Standards. The monitor shall meet the Secretary of the Interior's Professional Qualifications Standards for Architectural Historian or Historic Architect pursuant to CFR 36 CFR Part 61, Appendix A (PQS Standards).
- C. The City shall install an interpretive display or kiosk within the immediate vicinity of the bridge. The interpretive display shall include information on Riverside Drive Bridge's history and significance, as well as information on the design process of widening the bridge, including the design and construction process and the public outreach efforts. All interpretive material shall be made available for review and approval by Caltrans PQS and the SHPO prior to fabrication and installation.
- D. The City shall retain, clean, and restore the two existing bronze dedication plaques that are located on the bridge. These plaques are located on the concrete railing atop the northwest abutment, which is not proposed for demolition. Therefore, the plaques shall remain on the bridge in their existing location.
- E. The City shall install new informative permanent metal plaques at both ends of the widened bridge at public locations that provide a brief history of the bridge, its

engineering features and characteristics, the reasons for its alteration, and a statement of the characteristics of the replacement features. Caltrans PQS and the SHPO shall have 30 days to review proposed plaque information before they are produced and installed.

F. The City shall prepare a website, or adapt its current website, to make the information from the HAER recordation available to the public for a minimum of five (5) years. The information will also be offered to the Caltrans Transportation Library and History Center in Sacramento for inclusion on its website.



G. After the work has been completed on Riverside Drive Bridge (#53C-1298), the City shall reevaluate the bridge for eligibility for the National Register of Historic Places and submit the documentation to Caltrans District 7 for review and approval. Upon approval Caltrans District 7 shall submit the documentation to the SHPO for review and comment.

III. ADMINISTRATIVE PROVISIONS

- A. Definitions. The definitions provided at 36 CFR§800.16 are applicable throughout this MOA.
- B. Professional Qualifications and Standards. The City shall ensure that only individuals meeting the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-39) in the relevant field of study carry out or review appropriateness and quality of the actions and products required by Stipulations II.A - IIC in this MOA.
- C. Discoveries and Unanticipated Effects. If Caltrans determines during implementation of the terms of this MOA or after construction of the Undertaking has commenced, that the Undertaking will affect a previously unidentified property that may be eligible for listing in 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 Part 800.13(b)(3). Caltrans at its discretion may hereunder assume any discovered property to be eligible for inclusion in 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 the MOA, or to any document prepared in accordance with and subject to the terms of the 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 any 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 Part 800.7(c) and proceed to refer the objection and comment. Caltrans shall take the resulting comments into account in accordance with 36 CFR 800.7(c)(4) and Section 110(1) of the NHPA. 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 implement their proposed 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 implementation of the measures stipulated 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 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 Section 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 a copy signed by all of the original signatories is filed with the ACHP. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement 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 either signatory party proposes termination of this MOA for other reasons, the signatory party proposing termination shall, in writing, notify the other MOA parties, explain the reasons for proposing termination, and consult with the other parties for at least 30 days to seek alternatives 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 Part 800.16(y).
 2. Should such consultation result in an agreement on an alternative to termination, the signatory parties shall proceed in accordance with the terms of that agreement.
 3. Should such consultation fail, 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 Part 800.3-800.6.

G. Duration of the MOA

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 (10) years following the date of execution by the signatory parties. If Caltrans determines that this requirement cannot be met, the MOA parties 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 Section 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 five (5) years following 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. Progress Reports. The City will prepare semi-annual progress reports regarding the stipulation measures, to be circulated among the signatories.

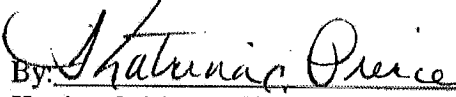
I. Effective Date. This MOA will take effect on the date that it has been executed by Caltrans and the SHPO.

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 36CFR§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.


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SIGNATORY PARTIES:

California Department of Transportation

By:  Date: 7/11/13
Katrina C. Pierce, Chief
Division of Environmental Analysis

California State Historic Preservation Officer

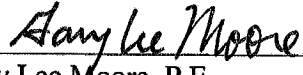
By:  Date: 7/10/13
Carol Roland-Nawi Ph.D.
State Historic Preservation Officer

CONCURRING PARTIES:

California Department of Transportation, District 7

By:  Date: 7/22/13
Michael Miles, District Director
District 7, Los Angeles

City of Los Angeles

By:  Date: 7-25-13
Gary Lee Moore, P.E.
City Engineer