

Appendix H. Memorandum of Agreement between the California Department of Transportation and the California State Historic Preservation Officer Regarding the El Camino Real Roadway Rehabilitation Project, in San Mateo County California

This page intentionally left blank

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER REGARDING THE
EL CAMINO REAL ROADWAY REHABILITATION PROJECT,
IN SAN MATEO COUNTY CALIFORNIA**

WHEREAS, pursuant to §23 U.S.C. the Federal Highway Administration (FHWA), has assigned and California Department of Transportation (Caltrans) (including all subordinate divisions defined below) has assumed FHWA responsibility for environmental review, consultation, and coordination under the provisions of the *Memorandum of Understanding (MOU) between the Federal Highway Administration and the California Department of Transportation Concerning the State of California's Participation in the Project Delivery Program Pursuant to 23 U.S.C. 327*, which became effective on December 23, 2016, and applies to this Undertaking; and

WHEREAS, pursuant to the January 2014 *First Amended 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 (Section 106 PA)*, Caltrans is deemed to be a federal agency for all highway-aid projects it has assumed, and in that capacity, Caltrans has assigned the role of "agency official" to the Caltrans Division of Environmental Analysis (DEA) Chief for the purpose of compliance with 36 CFR § 800. The responsibility for oversight, day-to-day responsibilities, and coordination of the Section 106 process are further delegated to the DEA Cultural Studies Office (CSO) Chief; and

WHEREAS, Caltrans proposes to implement the federally funded State Route (SR) 82/El Camino Real Americans with Disability Act (ADA) Standards Upgrade and Roadway Rehabilitation Improvements Project (Undertaking) in the Cities of Burlingame, Hillsborough, San Mateo, and Millbrae, San Mateo County, California. The project will rehabilitate the roadway and sidewalks, improve safety and visibility, remedy drainage issues, and upgrade curb ramps to be compliant with the ADA along a 3.6-mile segment of SR 82/El Camino Real, as described in Attachment A; and

WHEREAS, the Undertaking's Area of Potential Effects (APE) in Attachment B includes all areas where work is proposed and the known or reasonably anticipated boundaries of any built environment or archaeological resources which may experience direct or indirect effects as a result of the Undertaking; and

WHEREAS, Caltrans has determined that the Undertaking will have an adverse effect on four historic properties: the Howard-Ralston Eucalyptus Tree Rows, a property listed on the National Register of Historic Places (National Register) under Criterion A

for its association with the founding of the Cities of Burlingame and Hillsborough, and under Criterion C as an excellent example of master landscape designer John McLaren's early work; 1479 El Camino Real, Burlingame, eligible for inclusion in the National Register at the local level of significance under Criterion C as a rare surviving example of Dingbat architecture and as an important local example of a multi-story, multi-family building designed by Danish-born architect Mogens Mogensen, AIA; 1265 El Camino Real, Burlingame, eligible for inclusion in the National Register at the local level of significance under Criterion A as excellent examples of 1930s and post-war multi-family residential development along El Camino Real in Burlingame and under Criterion C as excellent examples of the Monterey style; and 1041 El Camino Real, Burlingame, eligible for inclusion in the National Register at the local level of significance under Criterion A as a rare, surviving example of early, single-family residential development along El Camino Real in Burlingame, and therefore all four are historic properties as defined at 36 CFR § 800.16(1)(1); and

WHEREAS, Caltrans has thoroughly considered alternatives to the Undertaking and has determined, in consultation with the California State Historic Preservation Officer (SHPO), that the statutory and regulatory requirements on the design of the Undertaking preclude the possibility of avoiding adverse effects to the Howard-Ralston Eucalyptus Tree Rows, 1479 El Camino Real, Burlingame, 1265 El Camino Real, Burlingame, and 1041 El Camino Real, Burlingame during the Undertaking's implementation, and has further determined that the execution and implementation of this Memorandum of Agreement (MOA) will take into account the adverse effects of the Undertaking; and

WHEREAS, Caltrans has consulted with the SHPO pursuant to Stipulations X.C, and XI of the Section 106 PA, and where the Section 106 PA so directs, in accordance with 36 CFR § 800, the regulation that implements Section 106 of the National Historic Preservation Act (NHPA) of 1966 (16 U.S.C. 470f), as amended, regarding the Undertaking's effects on historic properties and will file a copy of this MOA with the Advisory Council on Historic Preservation (ACHP) in accordance with Stipulation X.C.4 of the Section 106 PA; and

WHEREAS, Caltrans has consulted with the Burlingame Historical Society; City of Burlingame Planning Commission; City of Burlingame Planning Department; California Garden & Landscape History Society; Cultural Landscape Foundation; California Preservation Foundation; City of Hillsborough; El Camino Real Task Force which includes local residences; Beautification Commission; Burlingame Historical Society; City of Burlingame Traffic, Parking and Safety Commission; Millbrae Historical Society; San Mateo County Historical Society; and the City of San Mateo Planning Department, regarding the Undertaking and its effects on historic properties and have invited them to participate in the development and implementation of Stipulation II of this MOA; and

WHEREAS, Caltrans has consulted with representatives from the Amah Mutsun Tribal Band of Mission San Juan Bautista, Costanoan Rumsen Carmel Tribe, Indian Canyon

Mutsun Band of Costanoan, Muwekma Ohlone Indian Tribe of the SF Bay Area and The Ohlone Indian Tribe regarding the effects of the Undertaking and none of the groups or individuals requested to be a consulting party; Caltrans will continue to consult with them and will afford them, should they so desire, further opportunity to more directly and actively participate in the implementation of the Undertaking itself and this MOA; and

WHEREAS, Caltrans District 4, and the City of Burlingame have participated in the consultation and are participating as invited signatories; and

WHEREAS, Burlingame Historical Society has participated in the consultation and is participating as a concurring party; and

NOW, THEREFORE, Caltrans and the SHPO agree that if the Undertaking proceeds, 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, and further agrees that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated.

STIPULATIONS

Caltrans shall ensure that the following stipulations are carried out:

I. AREA OF POTENTIAL EFFECTS

- A.** The Undertaking's APE was established in accordance with Stipulation VIII.A of the Section 106 PA and is depicted in Attachment B of this MOA. The APE was delineated to include all areas where work is proposed, including the known or reasonably anticipated boundaries of archaeological and cultural properties and any locations where construction activities occur.
- B.** If Caltrans determines that additional APE revisions are necessary, Caltrans shall inform the parties of the MOA of the revisions and consult no more than fifteen (15) days to reach an agreement on the proposed revisions. If Caltrans, the SHPO, and other appropriate signatories cannot reach such an agreement, then the parties to this MOA shall resolve the dispute in accordance with VI.C below. If all parties reach mutual agreement on the proposed revisions, Caltrans will submit a new APE map reflecting the revisions, consistent with Stipulation VIII.A and Attachment 3 of the Section 106 PA, no later than thirty (30) days following such agreement. Any further investigation or document necessitated by the revised APE will follow the procedures for the identification and evaluation of potentially historic properties as specified in Stipulation VIII of the Section 106 PA and in accordance with 36 §CFR 800.4(a)(2-4) and 88.4(b). The amendment of the APE will not require an amendment of the MOA unless the change alters the terms of this agreement. The revised APE and supporting documentation shall be incorporated into Attachment B to this MOA.

II. Treatment of Historic Properties

Attached to this MOA is a Historic Property Treatment Plan (HPTP) that provides a detailed description of the avoidance, minimization and mitigation measures to address the Undertaking's effects to historic properties (Attachment C). Caltrans District 4 will ensure that the protocols outlined in the HPTP will be adhered to until this MOA is terminated.

A. Avoidance

1. Environmentally Sensitive Areas (ESA) will be established for the preservation in place of; 1500-1504 Barroilhet, Burlingame, 770 N. El Camino Real (St. Joseph's Church), San Mateo, and 525 N. El Camino Real (Royal Pines Apartments), San Mateo.

B. Minimization

1. Plans, Specifications, and Estimates (PS&E) Review

The SHPO and other consulting parties will have thirty days to review and comment on the Undertaking's Plans, Specifications, and Estimates (PS&E) Package, prior to and during project construction; the HPTP establishes the review process.

2. Treatment of the Howard-Ralston Eucalyptus Tree Rows

- a) Caltrans District 4 will develop Horticultural Recommendations for the protecting and monitoring trees that are not being removed as well as replanting those that will be removed within the Howard-Ralston Eucalyptus Tree Rows during construction. The recommendations will be captured in the PS&E Package.

- b) To support the development of Stipulation II.B.2.a Caltrans District 4 will identify a variety of appropriate tree types that could be utilized for replanting the project corridor and will host a public meeting during the design phase to solicit input from consulting parties and the public on the type selection.

- c) Caltrans District 4 will tag the new and remaining trees within the Howard-Ralston Eucalyptus Tree Rows post construction with a number system mutually agreed upon by the Caltrans Office of Cultural Resources Studies, the Caltrans Office of Landscape Architecture, the City of Burlingame, and the Burlingame Historical Society. Additionally, the physical location of each existing and new tree will be mapped using Global Positioning System (GPS).

3. Treatment of 1479 El Camino Real, Burlingame, 1265 El Camino Real, Burlingame, and 1041 El Camino Real, Burlingame

Where possible Caltrans District 4 will minimize the adverse effects to the properties by utilizing the Historic American Building Surveys (HABS) completed pursuant to Stipulation II.C.1 to ensure that features altered, removed or demolished by the project will be replaced, or reconstructed, where possible, in accordance with the Secretary of the Interior's Standards (SOIS) for the Rehabilitation of Historic Properties. These measures will be included in PS&E Package, and implemented during construction.

C. Mitigation

1. Caltrans District 4 will complete a Historic American Landscape Survey (HALS) for the Howard-Ralston Eucalyptus Tree Rows, and Historic American Building Surveys (HABS) for 1479 El Camino Real, Burlingame, 1265 El Camino Real, Burlingame, and 1041 El Camino Real, Burlingame.
 - a) Prior to the commencement of construction activities Caltrans shall contact the regional HABS/HAER/HALS coordinator at the National Parks Service (NPS) Interior Regions 8, 9, 10, and 12 Regional Office to request that NPS stipulate the level of and procedures for completing the documentation. Within 10 calendar days of receiving the NPS Stipulation letter, Caltrans will send a copy of the letter to all parties to this MOA for their information. If no response is received within 90 calendar days of the submittal to NPS, Caltrans shall confer with the SHPO on how to move forward with the HALS and HABS documentation.
 - b) Upon receipt of the NPS written acceptance letter, Caltrans will make archival, digital, and bound library-quality copies of the documentation and provide them to the Caltrans Transportation Library, the California Office of Historic Preservation, and the Caltrans Cultural Studies Office. Additional copies will be offered to the City of Burlingame, the Burlingame Historical Society and other consulting parties as appropriate.
 - c) Caltrans will notify the SHPO that the documentation is complete, and all copies are distributed as outlined in Stipulation II.C.1.b. Completion of the documentation will be included in the annual report outlined in Stipulation VI.F.1. All surveys shall be completed prior to the commencement of the project's construction activities.
2. Caltrans District 4 will complete a National Register of Historic Places Nomination update for the Howard-Ralston Eucalyptus Tree Rows. Recordation of the historic property and completion of the nomination update will occur following the conclusion of construction and will include consultation with the Burlingame Historical Society. Prior to the expiration of this agreement, Caltrans will submit the nomination update to the California Office of Historic Preservation for review and processing.

3. Caltrans District 4 will prepare the *Howard-Ralston Eucalyptus Tree Rows Management Plan*, which will include an inventory of all trees within the Tree Rows, both those that do and do not contribute to the NRHP listed property; along with long term treatment, maintenance and protections for the Tree Rows to ensure their long term survival and continued listing on the NRHP. The Management Plan will be completed within two years following the end of construction and will be effective for twenty years following the execution of the management plan.
 - a) The Management Plan will be developed in consultation with the City of Burlingame and the Burlingame Historical Society.
 - b) The final draft Management Plan will be submitted to the SHPO and other consulting parties for review per Section 9 of the HPTP.
4. Caltrans District 4 will develop an *El Camino Real Historic Resource Management Plan*, for State Route 84 between postmiles (PM) 13.00 to 15.2, in the City of Burlingame. The Management Plan will outline the post project conditions, regulatory framework including ties to the City of Burlingame General Plan, identification of historic resources in the corridor, previous survey efforts, and suggestions and recommendations for the future management of the corridor. The Management Plan will be completed within two years following the end of construction .
 - a) The Management Plan will be developed in consultation with the City of Burlingame and the Burlingame Historical Society.
 - b) The final draft Management Plan will be submitted to the SHPO and other consulting parties for review per Section 9 of the HPTP.
5. Utilizing the photographs produced for the HALS document pursuant to Stipulation II.C.1 in addition to periodic photography completed during and after construction, Caltrans District 4 will document the removal and replacement of trees within the Howard-Ralston Eucalyptus Tree Rows to create an archival record of the project and its effects to the Historic Property. This archival record will be presented to the public in coordination with the Burlingame Historical Society.
 - a) This will be completed in consultation with the City of Burlingame, and the Burlingame Historical Society.
 - b) Prior to the expiration of this MOA, Caltrans will make available the raw digital copies of this documentation to the SHPO, the City of Burlingame, and the Burlingame Historical Society, and other consulting parties as appropriate.
6. A walking tour will be developed for the project corridor and would include the history of local Native American Tribes, El Camino Real, the Howard-Ralston Eucalyptus Tree Rows, Chinese contributions to the area, the City of Burlingame, and historic architectural styles found within the

APE. Signage will be developed in consultation with the City of Burlingame, the Burlingame Historical Society, and local Native American Tribes. The signage will be installed during construction, and the walking tour completed after construction.

- a) To facilitate the tour Caltrans District 4 will incorporate wayfinding signs, sidewalk plaques or other signage methods within the project corridor.
 - b) The tour outline and interpretive language will be submitted to the SHPO and other consulting parties for review per Section 9 of the HPTP.
7. A time capsule will be placed within Caltrans right of way or other publicly accessible location. The procedures and location of the time capsule will be developed in consultation with the Burlingame Historical Society and the City of Burlingame. Input from the cities of Millbrae, Hillsborough and San Mateo, the public, local groups, and schools will be solicited to select items to place in the time capsule. The time capsule will be buried following construction.
 8. Utilizing reclaimed lumber from the removal of the trees from the Howard-Ralston Eucalyptus Tree Rows, Caltrans will design and construct at least two benches to be installed within the project corridor. The benches will be included in the PS&E Package and installed during construction.
 - a) Design and placement of the bench's will be developed in consultation with the City of Burlingame and the Burlingame Historical Society.

III. NATIVE AMERICAN CONSULTATION

Caltrans has consulted with the representatives from the Amah Mutsun Tribal Band of Mission San Juan Bautista, Costanoan Rumsen Carmel Tribe, Indian Canyon Mutsun Band of Costanoan, Muwekma Ohlone Indian Tribe of the SF Bay Area and The Ohlone Indian Tribe regarding the proposed Undertaking and its effects on historic properties, will continue to consult with them and will afford them, should they so desire, the opportunity to participate in the implementation of this MOA and the Undertaking. If other tribes or Native American groups who attach religious or cultural significance to historic properties that may be affected by this Undertaking are identified, Caltrans will invite them to participate as consulting parties as the Section 106 process moves forward. The Tribes will be consulted regarding any signage to be included in the walking tour outlined in Stipulation II.C.6 addressing with Native American history.

IV. TREATMENT OF HUMAN REMAINS

As legally mandated, human remains, and related items discovered during implementation of the terms of this Agreement and the Undertaking will be treated in accordance with the requirements of Health and Safety Code Section 7050.5(b). If pursuant to Health and Safety Code § 7050.5(c), the coroner determines that the human remains are or may be those of a Native American, then the discovery shall be treated in accordance with the provisions of Public Resources Code § 5097.98 (a)(d).

Caltrans shall ensure, to the extent possible, that the views of the Most Likely Descendent(s), as determined by the Native American Heritage Commission (NAHC), is taken into consideration when decisions are made about the disposition of Native American human remains and associated objects.

V. 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 Section 800.13(c) and will assume any discovered property to be eligible for inclusion in the National Register.

VI. ADMINISTRATIVE PROVISIONS

A. Standards

1. **Definitions.** The definitions provided at 36 CFR § 800.16 are applicable throughout this MOA.
2. Parties to this agreement are defined as follows:
 - a) Signatory parties have the sole authority to execute, amend, or terminate the MOA.
 - b) Invited Signatories have the authority to amend or terminate the MOA.
 - c) Concurring parties signing the MOA do so to acknowledge their agreement or concurrence with the MOA but have no legal authority under the MOA to terminate or amend this MOA. Concurring with the terms of this MOA does not constitute their agreement with the Undertaking.
3. **Professional Qualifications.** Caltrans will ensure that only individuals meeting the *Secretary of the Interior's Professional Qualification Standards* (48 FR 44738-39) as defined in Attachment 1 of the Section 106 PA, in the relevant field of study carry out or review appropriateness and quality of the actions and products required by Stipulations I, II, III, IV, and V in this

MOA. However, nothing in this stipulation may be interpreted to preclude Caltrans or any agent or contractor thereof from using persons who do not meet the PQS as long as they are directly supervised by professionals who meet the standards.

4. **Documentation Standards.** Written documentation of activities prescribed by Stipulations I, II, III, IV, and V of this MOA shall conform to *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR 44716- 44740) as well as to applicable standards and guidelines established by the SHPO.
5. **Curation and Curation Standards.** If legal owner(s) of materials resulting from the activities presented by this MOA choose to curate those materials, Caltrans shall ensure that, to the extent permitted under § 5097.98 and § 5097.991 of the California Public Resources Code and the Native American Graves Protection and Repatriation Act (NAGPRA) [25 USC 3001-3013] and its implementing regulations (43 CFR Part 10), the materials and records resulting from the activities prescribed by this MOA are curated in accordance with 36 CFR Part 79. Caltrans shall ensure that the views of the consulting parties are taken into consideration prior to decisions being made about the final disposition of archaeological materials resulting from activities prescribed by this MOA.

B. Confidentiality

The MOA parties acknowledge that the historic properties covered by this MOA are subject to the provisions of § 304 of the NHPA and § 6254.10 of the California Government Code (Public Records Act), relating to the disclosure of archaeological site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this MOA are consistent with said sections.

C. 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 the implementation of the MOA (other than the Undertaking itself), or to any documentation prepared in accordance with and subject to the terms of this MOA, Caltrans shall immediately notify the other MOA parties of the objection, request their comments on the objection within fifteen (15) days following receipt of Caltrans' notification, and proceed to consult with the objecting party for no more than thirty

(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 thirty (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 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 proceed to implement its 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 actions under this MOA that are not the subjects 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 fifteen (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 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.

D. Amendments

1. Any signatory party to this MOA may propose that this MOA be amended, whereupon all signatory parties shall consult for no more than thirty (30) days 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 VI.E.
2. Attachments to this MOA may be amended through consultation as prescribed in I.B, as appropriate, without amending the MOA proper.

E. Termination

1. If this MOA is not amended as provided for in Section D of this stipulation, or if either signatory 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 thirty (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 § 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 MOA 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, or request the comments of the ACHP pursuant to 36 CFR Part 800.

F. Annual Reporting

1. Caltrans District 4 shall prepare an Annual Report documenting actions carried out pursuant to this MOA. The reporting period shall commence one year from the date of execution. The Annual Report shall be distributed to all consulting parties to this MOA.
2. The Annual Report shall address the following: any scheduling changes proposed, status of treatment and mitigation activities, ongoing and completed public programming, any uses that are affecting or may affect the ability of the federal lead agency to continue to meet the terms of this MOA, any disputes and objections received, and how they were resolved, and any additional parties who have become signatories or concurring parties to this MOA in the past year.
3. Caltrans District 4 shall coordinate a meeting of the signatories and consulting parties to this MOA, to be scheduled within ninety (90) calendar days of distribution of the Annual Report, or another mutually agreed upon date, to discuss activities carried out pursuant to this MOA during the preceding year and activities scheduled for the upcoming year. This meeting, should it be deemed unnecessary, may be canceled by mutual consent of the signatory parties.

G. Duration

1. Unless terminated pursuant to Section E 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. This MOA will terminate and have no further force or effect on the day that Caltrans notifies the other MOA signatories in writing of its determination that all stipulations of this MOA have been satisfactorily fulfilled.
2. The terms of this MOA shall be satisfactorily fulfilled within five (5) 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 initially executed, amendment of the MOA, or termination. In the event of termination, Caltrans will comply with Section E 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 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 reinstate review of the Undertaking in accordance with 36 CFR Part 800.

H. 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 36 CFR §800.6(c), that this MOA is an agreement with the ACHP for purposes of Section 110(l) of the NHPA, and shall further evidence 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.

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER REGARDING THE
EL CAMINO REAL ROADWAY REHABILITATION PROJECT,
IN SAN MATEO COUNTY CALIFORNIA**

SIGNATORY:

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By Jeremy Ketchum Digitally signed by Jeremy Ketchum
Date: 2022.02.17 13:41:23 -08'00' Date 2/17/2022
for Ramon L. Hopkins, Acting Chief
Caltrans Division of Environmental Analysis

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER REGARDING THE
EL CAMINO REAL ROADWAY REHABILITATION PROJECT,
IN SAN MATEO COUNTY CALIFORNIA**

SIGNATORY:

CALIFORNIA OFFICE OF HISTORIC PRESERVATION

By  _____ Date 02/17/2022
Julianne Polanco
State Historic Preservation Officer

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER REGARDING THE
EL CAMINO REAL ROADWAY REHABILITATION PROJECT,
IN SAN MATEO COUNTY CALIFORNIA**

INVITED SIGNATORY:

CALIFORNIA DEPARTMENT OF TRANSPORTATION, DISTRICT 4

for By *David Ambush* Date 02/22/2022
Dina El-Tawansy, District Director

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER REGARDING THE
EL CAMINO REAL ROADWAY REHABILITATION PROJECT,
IN SAN MATEO COUNTY CALIFORNIA**

INVITED SIGNATORY:

CITY OF BURLINGAME

_____ Date _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER REGARDING THE
EL CAMINO REAL ROADWAY REHABILITATION PROJECT,
IN SAN MATEO COUNTY CALIFORNIA**

CONCURRING PARTY:

BURLINGAME HISTORICAL SOCIETY

_____ Date _____
Jennifer Pfaff, President








14_Final ECR MOA Executed

Final Audit Report

2022-02-24

Created:	2022-02-23
By:	Cecilia Gutierrez (s135761@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZQe6v1ZwoD1FOWFqt2TUWHRPrARIBEgc

"14_Final ECR MOA Executed" History

-  Document created by Cecilia Gutierrez (s135761@dot.ca.gov)
2022-02-23 - 2:04:03 AM GMT
-  Document emailed to David Ambuehl (david.ambuehl@dot.ca.gov) for signature
2022-02-23 - 2:06:32 AM GMT
-  Email viewed by David Ambuehl (david.ambuehl@dot.ca.gov)
2022-02-23 - 2:21:41 AM GMT- IP address: 149.136.25.245
-  Document e-signed by David Ambuehl (david.ambuehl@dot.ca.gov)
Signature Date: 2022-02-23 - 2:25:16 AM GMT - Time Source: server
-  Document emailed to Cecilia Gutierrez (cecilia.gutierrez@dot.ca.gov) for acceptance
2022-02-23 - 2:25:18 AM GMT
-  Document accepted by Cecilia Gutierrez (cecilia.gutierrez@dot.ca.gov)
Acceptance Date: 2022-02-24 - 1:12:38 AM GMT - Time Source: server
-  Agreement completed.
2022-02-24 - 1:12:38 AM GMT



POWERED BY
Adobe Sign