

**APPENDIX E: STATE HISTORIC PRESERVATION OFFICER SECTION 106  
CONCURRENCE LETTER, MAY 18, 2020, AND MEMORANDUM OF  
AGREEMENT, JUNE 22, 2022**



**DEPARTMENT OF PARKS AND RECREATION  
OFFICE OF HISTORIC PRESERVATION**

Julianne Polanco, State Historic Preservation Officer

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Lisa Ann L. Mangat, Director

May 18, 2020

Reference Number: FRA100524B

Brett Rushing  
Cultural Resources Program Manager  
California High-Speed Rail Authority  
770 L Street, Suite 620  
Sacramento, CA 95814

Submitted Via Electronic Mail

Re: High Speed Rail Program, Review and Concurrence on Findings Presented in the *San Francisco to San Jose Project Section, Section 106 Finding of Effect Report*, Prepared by ICF (April 2020)

Dear Mr. Rushing:

The California State Historic Preservation Officer (SHPO) is in receipt of your April 3, 2020 submittal continuing consultation regarding the San Francisco to San Jose project section of the California High-Speed Rail Program. This consultation is undertaken in accordance with the 2011 *Programmatic Agreement Among the Federal Railroad Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California High-Speed Rail Authority (Authority) regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the California High-Speed Train Project (PA)*. The Authority is seeking comments and concurrence on the finding summarized in the following report:

- *San Francisco to San Jose Project Section, Section 106 Finding of Effect Report, April 2020 (FOE)*

The FOE analyzes the effects of the state preferred alternative for the undertaking on 21 built- environment properties and 21 archaeological resources located within the Area of Potential Effects (APE). The FOE concludes that the preferred alternative would cause no adverse effects to the 21 built-environment historic properties. All of archaeological resources are assumed eligible for listing on the National Register of Historic Places, although formal evaluation of these resources is still pending due to lack of legal access to parcels and rights-of-way.

Having reviewed the FOE, SHPO offers the following comments:

- 1) SHPO concurs that the Preferred Alternative will not have an adverse effect on the following sixteen built-environment properties:
  - ID #08: Airport Boulevard Underpass/South San Francisco Subway
  - ID #12: SPRR Depot/Milbrae Station
  - ID #13: Jules Francard Grove/Francard Tree Rows
  - ID #14: SPRR Depot/Burlingame Railroad Section
  - ID #18: SPRR Depot/San Carlos Station
  - ID #21;21a: SPRR, Dumbarton Cutoff Linear Historic District; Dumbarton Cutoff Railroad Line
  - ID #22: Willie Mays Jr. House
  - ID #24: SPRR Depot/Atherton Station
  - ID #25: Carriage House & Water Tower, Holbrook-Palmer Estate (Elmwood)
  - ID #28: SPRR Depot/Menlo Park Railroad Station
  - ID #29: SPRR San Francisquito Creek Bridge
  - ID #30: El Palo Alto
  - ID #31: Palo Alto SPRR Depot
  - ID #32: University Avenue Underpass
  - ID #35: Embarcadero Underpass
  - ID #37; 37a; 37b; 37c: Tract 795, Charleston Meadows; 4133 Park Boulevard; 4118 Park Boulevard; 4126 Park Boulevard
  
- 2) SHPO concurs that the Preferred Alternative will have no effect on the following five built-environment properties:
  - ID #01: San Francisco Auxiliary Water Supply System
  - ID #03; 03a; 03b: Central Waterfront Historic District; SPRR Tunnel No. 2/ Bayshore Cutoff Tunnel No.1; SPRR Tunnel No. 2/Bayshore Cutoff Tunnel No. 2
  - ID #05: SPRR Tunnel No. 3
  - ID #06: SPRR Tunnel No. 4
  - ID #07: SPRR Bayshore Roundhouse
  
- 3) SHPO agrees with the Authority's finding that the phased application of the criteria of adverse effect on the 21 archaeological resources identified in Table 2 of the Authority's April 3, 2020 letter is appropriate at this time, as per 36 CFR 800.5(a)(3) and PA stipulations VI.E and VIII.A.1

I look forward to continuing consultation with the Authority on this undertaking. If you have any questions, please contact Tristan Tozer, Historian, at (916) 445-7027 or [Tristan.Tozer@parks.ca.gov](mailto:Tristan.Tozer@parks.ca.gov).

Sincerely,



Julianne Polanco  
State Historic Preservation Officer

**MEMORANDUM OF AGREEMENT  
AMONG THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY, THE SURFACE TRANSPORTATION BOARD,  
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE SAN FRANCISCO TO SAN JOSE PROJECT SECTION OF THE  
CALIFORNIA HIGH-SPEED RAIL PROGRAM IN  
SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES, CALIFORNIA**

**WHEREAS**, the California High-Speed Rail Authority (Authority) proposes to construct the San Francisco to San Jose Project Section (the Undertaking), an approximately 43-mile portion of the California High-Speed Rail Program in San Francisco, San Mateo, and Santa Clara Counties, which would consist of modifying existing tracks and stations and constructing a new rail alignment, stations, a maintenance facility, electrical substations, and other appurtenant facilities between Fourth and King Street Station in San Francisco and Scott Boulevard in Santa Clara; and

**WHEREAS**, the San Francisco to San Jose Project Section was identified as an undertaking subject to review under Section 106 of the National Historic Preservation Act (54 United States Code [U.S.C.] § 306108) (Section 106) and its implementing regulations (36 Code of Federal Regulations [CFR] Part 800) in the *Programmatic Agreement among the Federal Railroad Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California High-Speed Authority regarding compliance with Section 106 of the National Historic Preservation Act as it pertains to the California High-Speed Train Project* executed on July 22, 2011, which was amended with the *First Amendment to the Programmatic Agreement among the Federal Railroad Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California High-Speed Rail Authority regarding compliance with Section 106 of the National Historic Preservation Act as it pertains to the California High-Speed Train Project* (PA) executed on July 21, 2021 (**Attachment 1**); and

**WHEREAS**, the Authority has coordinated compliance with Section 106 and 36 CFR Part 800 with steps taken to meet the requirements of the National Environmental Policy Act (NEPA), Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303), and the California Environmental Quality Act (CEQA) and has planned public participation, analysis, and review in such a way to satisfy the requirements of each statute; and

**WHEREAS**, on July 23, 2019, the State of California and the Federal Railroad Administration (FRA) executed a memorandum of understanding under the Surface Transportation Project Delivery Program (known as NEPA Assignment), pursuant to the legal authority under 23 U.S.C. § 327; and under NEPA Assignment, the State, acting through the California State Transportation Agency and the Authority, assumed FRA's responsibilities under NEPA and other federal environmental laws, including Section 106, for the California High-Speed Rail Program, including the Undertaking; and

**WHEREAS**, the FRA notified the Authority that the FRA would not be participating in consultation regarding the Undertaking; and

**WHEREAS**, government-to-government consultation with federally recognized Native American tribes remains the FRA's responsibility under NEPA Assignment; and

**WHEREAS**, on April 18, 2013, the Surface Transportation Board (STB) issued a decision concluding that it has jurisdiction over the construction of the California High-Speed Rail Program, requiring the Authority to obtain STB approval for the construction of each project section, and the STB subsequently

designated FRA lead agency to act on its behalf for the purposes of compliance with Section 106 for California High-Speed Rail Program undertakings; and on June 23, 2021, the STB designated the Authority as lead Federal agency for Section 106 and the STB accepted the Authority's invitation to be an Invited Signatory to this memorandum of agreement (MOA); and

**WHEREAS**, on May 20, 2020, the United States Army Corps of Engineers (USACE), San Francisco, Sacramento, and Los Angeles districts, sent a letter to the Authority reaffirming their understanding regarding the Authority's role as lead agency for compliance with Section 106, and that the Authority has the responsibility to act on the USACE's behalf for their discretionary federal actions related to all project sections of the California High-Speed Rail Program; and

**WHEREAS**, the Undertaking would be designed and constructed using a procurement process, in which the current level of design is generally 15 percent complete and which the Authority's contractor (the Contractor) will advance to 100 percent, potentially resulting in adjustments to the project footprint; and

**WHEREAS**, the Authority has delineated the Area of Potential Effects (APE) for the Undertaking based on the current level of design in accordance with Stipulation VI.A of the PA to encompass the geographic areas within which the Undertaking may directly or indirectly cause alterations in the character or use of historic properties, as depicted in **Attachment 2**; and

**WHEREAS**, the Authority surveyed the APE for built-environment resources and, in consultation with the California State Historic Preservation Officer (SHPO) and other consulting parties, determined that the APE contains 21 built-environment historic properties listed in or considered eligible for listing in the National Register of Historic Places (**Attachment 3**); and

**WHEREAS**, due to access restrictions and the predominance of paved or otherwise non-visible ground surfaces, the Authority has not yet surveyed any of the project footprint for archaeological resources and, in consultation with the SHPO and other consulting parties, determined that the APE contains 22 previously identified archaeological resources (**Attachment 3**) that are presumed to be NRHP-eligible for planning purposes; and

**WHEREAS**, the Authority proposes to phase the identification and evaluation of archaeological historic properties as provided for in Stipulation VI.E of the PA and 36 CFR § 800.4(b)(2); and

**WHEREAS**, the Advisory Council on Historic Preservation (ACHP) notified the Authority that the ACHP would not be participating in consultation regarding the Undertaking by letter on June 11, 2021; and

**WHEREAS**, the Authority, in consultation with the SHPO, STB, and other Consulting Parties, determined that the Undertaking as currently designed may have no adverse effect on 16 built-environment historic properties and no effect on 5 built-environment historic properties, as documented in the Finding of Effect (FOE) report for the San Francisco to San Jose Project Section and as listed in **Attachment 3** of this MOA; the Authority will phase the evaluation and effects assessment for the 22 archaeological properties that have been identified in the APE; and

**WHEREAS**, the Authority will ensure the avoidance, minimization, or resolution of adverse effects of the Undertaking on historic properties through the execution and implementation of this MOA and the implementation of the Archaeological Treatment Plan (ATP; **Attachment 4**) and the Built Environment Treatment Plan (BETP; **Attachment 5**) (collectively referred to as the Treatment Plans); and

**WHEREAS**, in accordance with Stipulations V.A and V.B of the PA, the Authority has consulted with agencies with jurisdiction over portions of the APE and other parties with a demonstrated interest in the Undertaking, a legal or economic relation to an affected historic property, or concern with the Undertaking's effects on historic properties, as noted in **Attachments 6 and 7**, about the Undertaking and its effects on historic properties and has taken into account all comments received from them; and

**WHEREAS**, in accordance with Stipulations IV.B and IV.C of the PA, the Authority has consulted with or made a good faith effort to consult with California Native American tribes that are on the Native American Heritage Commission's consultation list and are traditionally and culturally affiliated with the APE of the Undertaking; the California Native American tribes that have chosen to participate in the consultation are identified in **Attachment 7**; and

**WHEREAS**, the parties listed in **Attachments 6 and 7** have accepted the Authority's invitation to be consulting parties to the Undertaking (collectively referred to as the Consulting Parties); and

**WHEREAS**, the Authority sought and considered the views of the public on this Undertaking through its public involvement program as part of the environmental review process and requirements of NEPA and CEQA, as described in the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the Undertaking, which included distributing informational materials to the public, making presentations and soliciting comments at public meetings, and circulating the draft and final EIR/EIS and supporting technical reports for public review and comment; and

**WHEREAS**, the Authority and SHPO are collectively referred to as the Signatories; STB is referred to as an Invited Signatory; and

**WHEREAS**, the Consulting Parties other than the Signatories and Invited Signatory have been invited to sign this MOA as concurring parties (collectively referred to as Concurring Parties); and

**NOW, THEREFORE**, the Authority and SHPO agree the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties, and further agree that these stipulations shall govern the Undertaking and all its parts until this MOA expires or is terminated.

## **STIPULATIONS**

The Authority, with the assistance of its Contractor, shall ensure that the following stipulations of this MOA are carried out:

### **I. OVERSIGHT AND COORDINATION**

The Authority, as the lead federal agency, will be responsible for ensuring compliance with all stipulations of this MOA, with the exception of government-to-government consultation with federally recognized Native American tribes, which remains the FRA's responsibility under NEPA Assignment.

The Authority shall ensure that the terms of this MOA, including the ATP and BETP, are incorporated in their entirety in all contracts, licenses, or other approvals for this Undertaking and shall ensure the completion of all measures specified in this MOA, including in the ATP and BETP.

The Authority shall ensure that it carries out its responsibilities under the PA (as may be amended from time to time) and any subsequent programmatic agreements regarding compliance with Section 106, to the extent such responsibilities are applicable to the Undertaking and in effect.

As an Invited Signatory, STB will receive all documentation related to this MOA and Treatment Plans, will be provided the opportunity to review and comment on such documentation during the implementation of this MOA, and will be part of the ongoing consultation process during implementation of this MOA. The Authority will consider any comments made by STB prior to finalizing all MOA-associated documentation.

## **II. MODIFICATIONS TO THE AREA OF POTENTIAL EFFECTS**

In accordance with the PA, the APE was developed and agreed upon by the Authority and the SHPO, and accounts for potential impacts on both archaeological and built-environment resources that may result from the construction and operation of the Undertaking.

If modifications to the Undertaking, subsequent to the execution of this MOA, necessitate the revision of the APE, the Authority is responsible for informing the SHPO, Invited Signatory, and other Consulting Parties within 15 days of identification of the needed changes in accordance with PA Stipulation VI. The Authority shall document the revised APE in an appropriate supplemental identification report (e.g., APE Modification Memo, addendum Archaeological Survey Report, and/or addendum Historic Architecture Survey Report). The SHPO will have 30 days to review the modified APE. If the SHPO objects to the modified APE, the Authority will revise the APE to address SHPO comments and resubmit for review. The SHPO will have 30 days to review and comment on this revised APE.

## **III. COMPLETION OF HISTORIC PROPERTIES IDENTIFICATION AND EVALUATION EFFORT PRIOR TO CONSTRUCTION**

The Authority will ensure that any additional historic property identification and evaluation efforts are completed as outlined below and that documentation of the identification and evaluation efforts is prepared in accordance with this MOA, including the ATP and BETP, and PA Stipulation VI. The Authority will submit documentation of these efforts to the SHPO, Invited Signatory, and other interested Consulting Parties for a 30-day review period. Prior to finalizing any inventory and evaluation documentation, the Authority shall consider the comments regarding identification efforts that are received through this consultation process.

Completion of the historic properties identification and evaluation effort will be consistent with Stipulation VI (Identification and Evaluation of Historic Properties) and Stipulation IX (Changes in Ancillary Area/Construction Right-of-Way) of the PA, including archaeological survey of areas not previously accessible/surveyed prior to construction. The Authority shall provide the SHPO, Invited Signatory, and other Consulting Parties with the information necessary to document that efforts to identify and evaluate historic properties in the Undertaking's APE are sufficient to comply with 36 CFR § 800.4(b) and (c).

The Authority will ensure that addendum FOEs (aFOE) are prepared, in accordance with PA Stipulation VII, once supplemental historic property identification efforts are completed. The Authority will submit aFOEs to the SHPO, Invited Signatory, and other Consulting Parties with an interest in the historic



property for a concurrent 30-day review period. The Authority shall take into consideration all comments regarding effects received within the review period prior to finalizing aFOEs for submission to the SHPO for review and concurrence. The SHPO shall have an additional 30 days to review final aFOE reports. If the SHPO makes no objection within the final 30-day review period, the findings for resources documented in the aFOE will become final. Should SHPO have any objections, the Authority will follow Stipulation VII.A, Dispute Resolution, in this MOA.

#### **IV. TREATMENT OF HISTORIC PROPERTIES IDENTIFIED IN THE APE**

This MOA outlines the Authority's commitments regarding the treatment of all historic properties, both currently known and yet-to-be-identified, that may be affected by the Undertaking. As allowed under Stipulation VIII.B of the PA, this MOA includes provisions for treatment plans that include use of a combined archaeological testing and data recovery program. Two detailed historic property Treatment Plans have been prepared for the Undertaking: the ATP and the BETP.

The ATP (**Attachment 4**) describes treatments for effects on archaeological properties and Native American traditional cultural properties. The BETP (**Attachment 5**) describes the treatments for effects on built environment resources. The work described in the Treatment Plans will be conducted prior to construction, during construction, and/or after construction of the Undertaking in the manner specified in the Treatment Plans. The treatments to historic properties known at the time of execution of this MOA are summarized in an impact/treatment table, organized by historic property, in **Attachment 3**. The treatment measures listed will be applied to historic properties affected in order to avoid, minimize, and/or mitigate effects of the Undertaking. The Authority shall implement and complete the treatment measures within 2 years of completion of construction of the Undertaking, or earlier if so specified. The Authority shall ensure that sufficient time and funding are provided to complete all necessary preconstruction commitments before disturbances related to the Undertaking occur.

##### **A. Archaeological Treatment Plan**

The ATP describes in detail the methods that will be employed to complete the historic properties identification effort within the Undertaking's APE as part of the phased identification of archaeological resources. More specifically, the ATP builds upon the identification efforts completed to date and specifies where and under what circumstances further efforts to identify significant archaeological deposits will take place within the Undertaking's areas of physical impact.

The ATP also describes in detail the avoidance, minimization, and/or mitigation treatment measures for all currently known and yet-to-be-identified significant archaeological resources and Native American cultural resources affected by the Undertaking. Additional measures to avoid, minimize, or mitigate adverse effects on archaeological historic properties may be developed in consultation with Consulting Parties as identification and evaluation efforts are performed in future planning and construction phases of the Undertaking. The Authority commits to implementing the terms of the ATP.

The SHPO, Invited Signatory, and other Consulting Parties with an interest in archaeological resources shall have the opportunity to review and comment on cultural resources documentation specified in the ATP in accordance with Stipulation VI of this MOA.

## **B. Built Environment Treatment Plan**

The BETP provides detailed descriptions of treatment measures for built environment historic properties located within the APE that may be affected by the Undertaking. The treatments will be carried out by qualified professionals pursuant to Stipulation III of the PA. The treatment measures are included in the BETP and are intended to avoid, minimize, and/or mitigate adverse effects caused by the Undertaking. The Authority commits to implementing the terms of the BETP.

The Authority shall provide documentation produced under the BETP to the SHPO, Invited Signatory, and other Consulting Parties with an interest in historic properties included in the BETP for review and comment in accordance with Stipulation VI of this MOA.

## **C. Avoidance and Minimization Measures**

The Authority has identified property-specific and programmatic Impact Avoidance and Minimization Features (IAMF) to ensure the Undertaking would result in no adverse effect to 16 built historic properties, as outlined in the BETP (**Attachment 5**).

- a. The Authority will ensure that the IAMFs are incorporated into project design and construction contracts for the Undertaking.
- b. In consultation with SHPO, Invited Signatory, and other Consulting Parties, the Authority will ensure that the IAMFs are implemented during the appropriate design and construction phases of the Undertaking.
- c. The Authority may revise the IAMFs or develop additional IAMFs to ensure the Undertaking would result in no adverse effects in accordance with Stipulation VII.B below, should project design changes result in new potential effects to previously identified historic properties or to additional historic properties within revised APEs.

## **V. POST-REVIEW DISCOVERIES**

If properties are discovered that may be historically significant or unanticipated effects on historic properties are found, the Authority shall follow the processes detailed in the ATP and BETP.

## **VI. PREPARATION AND REVIEW OF DOCUMENTS**

### **A. Professional Qualifications**

The Authority shall ensure that all cultural resources studies carried out pursuant to this MOA are performed by or under the direct supervision of personnel meeting *The Secretary of the Interior's Professional Qualifications Standards* (48 Federal Register 44738–39) in the disciplines of history, architectural history, historic architecture, and/or archaeology, as appropriate.

## **B. Confidentiality**

The Signatories and Invited Signatory acknowledge that the handling of documentation regarding historic properties covered by this MOA are subject to the provisions of Section 304 of the National Historic Preservation Act of 1966 (54 U.S.C. § 307103) and Section 6254.10 of the California Government Code (Public Records Act).

## **C. Review**

Unless otherwise specified, parties to this MOA will have 30 calendar days from receipt to provide the Authority comments on all technical materials, findings, and other documentation arising from this MOA. If no comments are received from a party within the 30-calendar-day review period, the Authority may assume that the non-responsive party has no comment. The Authority shall take into consideration all comments received in writing within the 30-calendar-day review period and may make revisions before finalizing the documentation.

For documentation that is amended or revised, the Authority will prepare a comment and response summary or matrix and provide it to the SHPO, Invited Signatory, and other Consulting Parties.

If a party to this MOA objects to documentation provided for review within 30 calendar days of the receipt of any submissions, the Authority shall resolve the objection in accordance with Stipulation VII.A of this MOA.

## **D. Electronic Submittals**

Unless otherwise requested, documentation produced under this MOA will be distributed electronically. Additionally, electronic mail may serve as an official method of communication regarding this MOA.

# **VII. ADMINISTRATIVE STIPULATIONS**

## **A. Dispute Resolution**

In accordance with Stipulation XVII of the PA, should any Signatory, Invited Signatory, or other Consulting Party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Authority shall consult with such party to resolve the objection. If the Authority determines that such objection cannot be resolved, the Authority will:

1. Forward all documentation relevant to the dispute, including the Authority's proposed resolution, to the ACHP. The Authority will also provide a copy to the SHPO, Invited Signatory, and other Consulting Parties with a demonstrated interest in the affected property or subject of the dispute. Pursuant to Stipulation XVII.A.1 of the PA, the ACHP shall provide the Authority with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Authority shall prepare a written response that takes into account any advice or comments regarding the dispute from the ACHP, Signatories, Invited

Signatory, and interested Consulting Parties, and provide them with a copy of this written response. The Authority will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within the 30-day time period, the Authority may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Authority shall prepare a written response that takes into account any comments regarding the dispute from the Signatories, Invited Signatory, and other Consulting Parties with a demonstrated interest in the affected property or subject of the dispute and provide them and the ACHP with a copy of such written response.
3. The Authority's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

#### **B. Amendment and Revisions to Attachments**

This MOA may be amended by written request from any Signatory or Invited Signatory. Consulting Parties shall be afforded 30 days to review and comment on any proposed amendments to this MOA. The Signatories and Invited Signatory shall take into consideration all comments received prior to executing an amendment. The amendment will be effective when a copy of the amendment is signed by all Signatories and the Invited Signatory that signed this MOA. The Authority will file a copy of any executed amendment with the ACHP pursuant to 36 CFR § 800.6(c)(7).

Notwithstanding the prior paragraph, to address changes in the Undertaking or the treatment of historic properties affected by the Undertaking, the Authority, may revise the ATP, the BETP, or other attachments to this MOA in consultation with the SHPO, Invited Signatory, and other Consulting Parties, without executing a formal amendment to this MOA. The Authority shall provide proposed ATP or BETP revisions to the SHPO, Invited Signatory, and other Consulting Parties with an interest in historic properties that may be affected by the proposed revisions for a 30-day review. The Signatories shall take into consideration all timely comments received prior to agreeing to the revisions. Upon the written concurrence of all the Signatories, such revisions to the ATP, the BETP, or other attachments shall take effect and be considered a part of this MOA.

#### **C. Termination**

If any Signatory or Invited Signatory determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories and Invited Signatory to attempt to resolve the issue under Stipulation VII.A, above, or to develop an amendment under Stipulation VII.B, above. If within 30 days (or another time period agreed to by all Signatories and Invited Signatory) an amendment cannot be reached, any Signatory or Invited Signatory may terminate this MOA upon written notification to the other Signatories and Invited Signatory. Termination hereunder shall render this MOA without further force or effect.

If this MOA is terminated, and the Authority determines that the Undertaking will proceed, the Authority must either execute a new MOA pursuant to 36 CFR § 800.6 prior to proceeding further with the Undertaking or follow the procedures for termination of consultation pursuant to 36 CFR § 800.7. The Authority shall notify the SHPO, Invited Signatory, and other Consulting Parties as to the course of action it will pursue.

#### **D. Duration**

If the Authority determines that construction of the Undertaking has not been completed within 10 years following execution of this MOA, the Signatories and Invited Signatory shall consult to reconsider its terms. Reconsideration may include continuation of the MOA as originally executed, amendment, or termination.

This MOA will be in effect through the Authority's implementation of the Undertaking and will terminate and have no further force or effect when the Authority, in consultation with the SHPO and Invited Signatory, determines that the terms of this MOA have been fulfilled in a satisfactory manner. The Authority shall provide the SHPO and Invited Signatory with written notice of its determination and of termination of this MOA.

#### **E. Annual Reporting and Meetings**

The Authority shall prepare an annual report documenting the implementation of the actions taken under this MOA as stipulated in PA Stipulation XVII.C. The annual report shall include specific lists of studies, reports, actions, evaluations, and consultation and outreach efforts related to implementation of this MOA. The Authority will provide the annual report to the SHPO, Invited Signatory, and other Consulting Parties. If requested by the SHPO, Invited Signatory, and other Consulting Parties, the Authority will coordinate a meeting or call to discuss the annual report.

### **VIII. EFFECTIVE DATE AND EXECUTION**

This MOA may be executed in counterparts, with a separate page for each Signatory, and will take effect on the latest date of execution by the Authority and SHPO. STB's signature is not required to execute this MOA or for its effectiveness. Separate concurrence pages may also be provided for each Concurring Party. The Authority shall ensure that each Signatory, Invited Signatory, and Concurring Party is provided with a copy of the fully executed MOA. The refusal of any Invited Signatory or Concurring Party to sign this MOA shall not invalidate this MOA or prevent this MOA from taking effect.

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

**MEMORANDUM OF AGREEMENT  
AMONG THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY, THE SURFACE TRANSPORTATION BOARD,  
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE SAN FRANCISCO TO SAN JOSE PROJECT SECTION OF THE  
CALIFORNIA HIGH-SPEED RAIL PROGRAM  
SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES, CALIFORNIA**

**SIGNATORIES:**

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

By:   
Brian P. Kelly  
Chief Executive Officer

Date: 6/03/2022

**CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

By:   
Julianna Polanco  
State Historic Preservation Officer

Date: 6/22/2022

**INVITED SIGNATORY:**

**SURFACE TRANSPORTATION BOARD**

By: \_\_\_\_\_  
Danielle Gosselin  
Director, Office of Environmental Analysis

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
AMONG THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY, THE SURFACE TRANSPORTATION BOARD,  
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE SAN FRANCISCO TO SAN JOSE PROJECT SECTION OF THE  
CALIFORNIA HIGH-SPEED RAIL PROGRAM  
SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES, CALIFORNIA**

**SIGNATORIES:**

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brian P. Kelly  
Chief Executive Officer

**CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Julianne Polanco  
State Historic Preservation Officer

**INVITED SIGNATORY:**

**SURFACE TRANSPORTATION BOARD**


By:  Date: \_\_June 7, 2022\_\_

Danielle Gosselin  
Director, Office of Environmental Analysis

**MEMORANDUM OF AGREEMENT  
AMONG THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY, THE SURFACE TRANSPORTATION BOARD,  
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE SAN FRANCISCO TO SAN JOSE PROJECT SECTION OF THE  
CALIFORNIA HIGH-SPEED RAIL PROGRAM  
SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES, CALIFORNIA**

**CONCURRING PARTIES:**

**CITY AND COUNTY OF SAN FRANCISCO PLANNING DEPARTMENT**

By:  \_\_\_\_\_ Date: June 21, 2022  
Rich Hillis  
Planning Director

**CITY OF BRISBANE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**BURLINGAME HISTORICAL SOCIETY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

**REDWOOD CITY HISTORIC RESOURCES ADVISORY COMMITTEE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title



**AMAH MUTSUN TRIBAL BAND OF MISSION SAN JUAN BAUTISTA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Irenne Zwierlein  
Chairperson

**INDIAN CANYON MUTSUN BAND OF COSTANOAN**

  
By: \_\_\_\_\_ Date: 7/8/2022  
Kanyon Sayers-Roods  
Chairperson

**NORTH VALLEY YOKUTS TRIBE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Katherine Perez  
Chairperson

**OHLONE TRIBE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Andrew Galvan  
Chairperson

**TAMIEN NATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Quirina Geary  
Chairperson

**AMAH MUTSUN TRIBAL BAND OF MISSION SAN JUAN BAUTISTA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Irenne Zwierlein  
Chairperson

**INDIAN CANYON MUTSUN BAND OF COSTANOAN**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ann-Marie Sayers  
Chairperson


**NORTH VALLEY YOKUTS TRIBE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Katherine Perez  
Chairperson

**OHLONE TRIBE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Andrew Galvan  
Chairperson

**TAMIEN NATION**

By:  \_\_\_\_\_ Date: 06/06/2022  
Quirina Geary  
Chairperson

**ATTACHMENT 1: PROGRAMMATIC AGREEMENT FOR CALIFORNIA HIGH-SPEED RAIL**

**ATTACHMENT 2: AREA OF POTENTIAL EFFECTS**

**ATTACHMENT 3: HISTORIC PROPERTIES WITHIN THE AREA OF POTENTIAL EFFECTS AS LISTED IN THE  
FINDING OF EFFECT REPORT**

**Built Environment Historic Properties within the San Francisco to San Jose Project Section Area of Potential Effects**

Property Name and Address	City, County	Effects Finding	Treatment Measures <sup>1</sup>
San Francisco Auxiliary Water Supply System  underground pipeline system	San Francisco, San Francisco	No Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—Plan for Protection & Stabilization and Response Plan for Unanticipated Effects & Inadvertent Damage (PPSRP) only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
Central Waterfront Historic District; SPRR Tunnel No. 2—Bayshore Cutoff Tunnel No. 1 (contributor) located south of Mariposa St.  SPRR Tunnel No. 2—Bayshore Cutoff Tunnel No. 2 (contributor) Located south of 2 <sup>nd</sup> St.	San Francisco, San Francisco	No Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
SPRR Tunnel No. 3 Located south of Oakdale Ave.	San Francisco, San Francisco	No Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
SPRR Tunnel No. 4 Located south of Paul Ave.	San Francisco, San Francisco	No Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
SPRR Bayshore Roundhouse Located on Industrial Way	Brisbane, San Mateo	No Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
Airport Boulevard Underpass/South San Francisco Subway	South San Francisco, San Mateo	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #2—WEAP Training CUL-IAMF #6—Pre-CCAR, PPSRP, Post-CCAR CUL-IAMF #7—Built Environment Monitoring Plan CUL-IAMF #8—Implement Protection and/or Stabilization Measures CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
SPRR Depot/Millbrae Station 108 California Drive	Millbrae, San Mateo	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #2—WEAP Training CUL-IAMF #6—Pre-CCAR, PPSRP, Post-CCAR CUL-IAMF #7—Built Environment Monitoring Plan CUL-IAMF #8—Implement Protection and/or Stabilization Measures CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage

<sup>1</sup> The full text of these measures can be found in the EIR/EIS and will be attached to any NEPA Record of Decision as a part of the Mitigation Monitoring and Enforcement Plan (MMEP)

Property Name and Address	City, County	Effects Finding	Treatment Measures <sup>1</sup>
Jules Francard Grove/ Francard Tree Rows East of California Avenue, between Larkspur Drive and Burlingame Avenue	Burlingame, San Mateo	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
SPRR Depot/Burlingame Railroad Station 290 California Drive	Burlingame, San Mateo	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
SPRR Depot/San Carlos Station 599 Sate Highway 82	San Carlos, San Mateo	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #2—WEAP Training CUL-IAMF #6—Pre-CCAR, PPSRP, Post-CCAR CUL-IAMF #7—Built Environment Monitoring Plan CUL-IAMF #8—Implement Protection and/or Stabilization Measures CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
SPRR, Dumbarton Cutoff Linear Historic District; Dumbarton Cutoff Railroad Line (contributor) N/A	Redwood City, San Mateo	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
Willie Mays Jr. House 51 Mount Vernon Lane	Atherton, San Mateo	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
SPRR Depot/Atherton Station 1 Dinkelspiel Station	Atherton, San Mateo	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #2—WEAP Training CUL-IAMF #6—Pre-CCAR, PPSRP, Post-CCAR CUL-IAMF #7—Built Environment Monitoring Plan CUL-IAMF #8—Implement Protection and/or Stabilization Measures CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
Carriage House & Water Tower, Holbrook-Palmer Estate (Elmwood) 150 Watkins Avenue	Atherton, San Mateo	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
SPRR Depot/Menlo Park Railroad Station 1100 Merrill Street	Menlo Park, San Mateo	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #2—WEAP Training CUL-IAMF #6—Pre-CCAR, PPSRP, Post-CCAR CUL-IAMF #7—Built Environment Monitoring Plan CUL-IAMF #8—Implement Protection and/or Stabilization Measures CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage

Property Name and Address	City, County	Effects Finding	Treatment Measures <sup>1</sup>
SPRR San Francisquito Creek Bridge Located north of Palo Alto Avenue	Palo Alto, Santa Clara	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #2—WEAP Training CUL-IAMF #6—Pre-CCAR, PPSRP, Post-CCAR CUL-IAMF #7—Built Environment Monitoring Plan CUL-IAMF #8—Implement Protection and/or Stabilization Measures CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
El Palo Alto Living tree located north of Palo Alto Avenue	Palo Alto, Santa Clara	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
Palo Alto SPRR Depot 95 University Avenue	Palo Alto, Santa Clara	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #2—WEAP Training CUL-IAMF #6—Pre-CCAR, PPSRP, Post-CCAR CUL-IAMF #7—Built Environment Monitoring Plan CUL-IAMF #8—Implement Protection and/or Stabilization Measures CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
University Avenue Underpass Bridge No. 37C0005	Palo Alto, Santa Clara	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #2—WEAP Training CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
Embarcadero Underpass Bridge No. 37C0001	Palo Alto, Santa Clara	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage
Tract 795, Charleston Meadows; 4133 Park Boulevard (contributor) 4133 Park Boulevard; 4118 Park Boulevard (contributor) 4118 Park Boulevard; 4126 Park Boulevard (contributor) 4126 Park Boulevard	Palo Alto, Santa Clara	No Adverse Effect	CUL-IAMF #1—Geospatial Data Layer and Mapping CUL-IAMF #6—PPSRP only CUL-MM #8—Implement Procedures for Unanticipated Effects and Inadvertent Damage



**Archaeological Historic Properties within the San Francisco to San Jose Project Section Area of Potential Effects**

Trinomial (Resource Number)	Resource Type	Attributes	Effect Finding	Treatment Measures
<b>San Francisco to South San Francisco Subsection</b>				
CA-SFR-171 (P-38-004638)	Pre-contact	Pre-contact midden buried below artificial fill; appears intact. Previously determined NRHP-eligible.	<b>Phased</b>	<u>Applies to all archaeological historic properties:</u>
CA-SFR-191/H (P-38-005131)	Multicomponent	Multi-Component Site/Pre-contact shell midden with burial/Historic Site. Previously determined NRHP-eligible.	<b>Phased</b>	Inventory (Addenda ASRs)
CA-SMA-378H (P-41-002160)	Historical	Refuse scatter	<b>Phased</b>	Evaluation (AEPs/AERs)
CA-SMA-418H (P-41-002395)	Historical	Refuse scatter	<b>Phased</b>	Data Recovery (Archaeological Data Recovery Reports)
CA-SMA-47 (P-41-000051)	Pre-contact	Pre-contact shell midden; Nelson Shellmound #386	<b>Phased</b>	Archaeological Monitoring Plan
<b>San Bruno to San Mateo Subsection</b>				
CA-SMA-422 (P-41-002400)	Pre-contact	Pre-contact midden with surface and buried component	<b>Phased</b>	Avoidance/Protection Measures/Best Management Practices
CA-SMA-423H/HST-94H (P-41-002401)	Historical	Refuse scatter	<b>Phased</b>	Cultural Resources Awareness Training
CA-SMA-6 (P-41-000498)	Pre-contact	Midden; buried	<b>Phased</b>	Archaeological/Native American Monitoring
CA-SMA-102 (P-41-000105)	Pre-contact	Midden	<b>Phased</b>	Observation of Protocols for Unanticipated Discoveries
CA-SMA-316 (P-41-000310)	Pre-contact	Shell midden	<b>Phased</b>	Additional measures to avoid, minimize, or mitigate effects on archaeological historic properties may be developed in consultation with signatories and consulting parties as
CA-SMA-317 (P-41-000311)	Pre-contact	Shell midden; Hamilton Shellmound	<b>Phased</b>	
CA-SMA-4 (P-41-000009)	Pre-contact	Shell midden with human burials; Nelson mound	<b>Phased</b>	
CA-SMA-232 (P-41-000230)	Pre-contact	Shell midden; Hamilton Shellmound #9	<b>Phased</b>	
CA-SMA-233 (P-41-000231)	Pre-contact	Shell midden; Hamilton Shellmound #12	<b>Phased</b>	
CA-SMA-419 (P-41-002396)	Pre-contact	Midden	<b>Phased</b>	
<b>San Mateo to Palo Alto Subsection</b>				
CA-SMA-420 (P-41-002397)	Pre-contact	Midden	<b>Phased</b>	

Trinomial (Resource Number)	Resource Type	Attributes	Effect Finding	Treatment Measures	
CA-SMA-421 (P-41-002398)	Pre-contact	Midden in disturbed context	<b>Phased</b>	identification and evaluation efforts are performed in future planning and construction phases of the Undertaking.	
CA-SMA-358/H (P-41-000506)	Multicomponent	Pre-contact, protohistoric, and historic site on surface and buried	<b>Phased</b>		
CA-SMA-424/ CA-SCL-939 (P-41-002402/ P-43-003137)	Pre-contact	Buried midden along San Francisquito Creek	<b>Phased</b>		
CA-SCL-600 (P-43-000595)	Pre-contact	Midden	<b>Phased</b>		
<b>Mountain View to Santa Clara Subsection</b>					
CA-SCL-1 (P-43-003172)	Pre-contact	Shellmound	<b>Phased</b>		
CA-SCL-22 (P-43-000042)	Pre-contact	Midden	<b>Phased</b>		

APE = area of potential effects  
AEP = Archaeological Evaluation Plan  
AER = Archaeological Evaluation Report

**ATTACHMENT 4: ARCHAEOLOGICAL TREATMENT PLAN**

**ATTACHMENT 5: BUILT ENVIRONMENT TREATMENT PLAN**

## **ATTACHMENT 6: AGENCIES AND OTHER INTERESTED PARTIES CONSULTED**

California State Historic Preservation Officer  
Surface Transportation Board  
City and County of San Francisco, Planning Department  
City of Brisbane  
Burlingame Historical Society  
Redwood City Historic Resources Advisory Committee

**ATTACHMENT 7: NATIVE AMERICAN TRIBAL GOVERNMENTS CONSULTED**

Amah Mutsun Tribal Band of Mission San Juan Bautista  
Indian Canyon Mutsun Band of Costanoan  
North Valley Yokuts Tribe  
Ohlone Tribe  
Tamien Nation