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MEMORANDUM OF AGREEMENT

**SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 CFR 800.6(a)**

Tecate Port of Entry, Tecate, California

WHEREAS the General Services Administration (GSA) has determined that expansion of the Border Station at Tecate, California (undertaking), will have an effect upon the Old Port Main Building, a property listed on the National Register of Historic Places

WHEREAS the GSA has consulted with the California State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470F);

NOW, THEREFORE, the GSA and the California SHPO agree that 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.

Stipulations

The GSA will ensure that the following measures are implemented:

1. Recordation

The GSA, prior to the demolition of any portion of the Old Port Main Building exterior facade, will request the National Park Service Historic American Buildings Survey (HABS), Western Regional Office, Preservation Assistance Branch, 600 Harrison Street Suite 600, San Francisco, California to determine what documentation shall be required to record the Main Building as it currently exists. The GSA shall ensure that, unless otherwise agreed to by the National Park Service, all documentation is completed and accepted by HABS prior to the demolition of any portion of the exterior facade, and that copies of the documentation are made available to the SHPO and to appropriate local archives designated by the SHPO.

2. Review of Plans

a. GSA shall ensure that the SHPO, and, at its request, the Advisory Council on Historic Preservation (Council) are afforded the opportunity to review the final design development package, including plans and specifications, for the proposed addition to the Old Port Main Building. Failure of the SHPO or the Council to respond within 30 days after receipt of the plans

shall not preclude GSA from implementing such plans. Should the SHPO or Council object within 30 days to any plans and specifications submitted for review, then GSA shall consult with the objecting party for a period not to exceed 10 calendar days to resolve the objection. If the objection cannot be resolved within this time period, GSA shall consult with the Council in accordance with the Dispute Resolution provision in this document.

b. The GSA shall notify the SHPO in a timely fashion whenever modifications to plans and specifications already reviewed may result in adverse effects to architectural materials and features that define and express the historic character and significance of the historic property. Adverse effects are listed and defined in Section 800.9(b) of the Council's regulations. Notwithstanding paragraph 3(b), failure of the SHPO or the Council to respond within 10 calendar days after receipt of a notification documenting modifications shall not preclude the GSA from implementing such modifications. Should the SHPO or Council respond within this time period, the GSA shall take the comments of the SHPO into account in deciding whether to proceed.

3. Dispute Resolution

Should the SHPO or the Council object within 30 days to any actions pursuant to this MOA, then GSA shall, for a period not exceeding 10 calendar days, resolve the objection. If the GSA determines that the objection cannot be resolved, the GSA shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either:

- a. provide the GSA with recommendations, which the GSA will take into account in reaching a final decision regarding the dispute; or
- b. notify the GSA that it will comment pursuant to 36 CFR 800.6(b), and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the GSA in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute; the GSA responsibility to carry out all actions under this MOA that are not subjects of the dispute will remain unchanged.

Amendment

If any party to this MOA determines that its terms cannot be met or believes an amendment or addendum is necessary, that party shall immediately request the consulting parties to consider an amendment or an addendum to the MOA. Such amendment or addendum shall be executed in the same manner as the original MOA pursuant to 36 CFR 800.

Failure to Carry out the Terms of This MOA

Failure to carry out the terms of this MOA requires that GSA again request the Council's comments in accordance with 36 CFR 800. If GSA cannot carry out the terms of the MOA, it will not take or sanction any action or make any irreversible commitment that would result in an adverse effect to a historic property or that would foreclose the Council's consideration of modifications or alternatives to the undertaking prior to consultation with the Council

Execution of this Memorandum of Agreement, its subsequent acceptance by the Council, and implementation of its terms evidence that the GSA has afforded the Council an opportunity to comment on the construction of an addition to the Tecate Border Station Main Building and its effects on historic properties, and that GSA has taken into account the effects of the undertaking on historic properties.

GENERAL SERVICES ADMINISTRATION

BY:  DATE: 2/19/98
RICHARD B. WELSH, JR., ASSISTANT REGIONAL ADMINISTRATOR

STATE HISTORIC PRESERVATION OFFICER

BY:  DATE: 2/10/98
CHERYLYN WIDELL, STATE HISTORIC PRESERVATION OFFICER

ADVISORY COUNCIL ON HISTORIC PRESERVATION

ACCEPTED BY: _____ DATE _____
TITLE: _____