

**APPENDIX A**

---

**Memorandum of Agreement**



# MEMORANDUM OF AGREEMENT

## BETWEEN

### THE DEPARTMENT OF HOMELAND SECURITY'S FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER REGARDING THE PROPOSED RENOVATION OF THE LOS ANGELES COUNTY HALL OF JUSTICE IN THE CITY OF LOS ANGELES, CALIFORNIA

**WHEREAS**, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) has determined that the proposed renovation (Undertaking), of the Los Angeles County Hall of Justice (Hall of Justice), is eligible for Federal funding pursuant to Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 et seq. and will constitute an adverse effect on a property that has been determined to be eligible for listing on the National Register of Historic Places, and 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. Section 470f), and the Programmatic Agreement among the FEMA, SHPO, the California Governor's Office of Emergency Services (OES), and the Advisory Council on Historic Preservation (ACHP); and

**WHEREAS**, FEMA has consulted with the County of Los Angeles (County), OES, and the Los Angeles Conservancy regarding the effects of the Undertaking on the Hall of Justice and has invited them to sign this Memorandum of Agreement (MOA) as Concurring Parties (the L.A. Conservancy declined the invitation); and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), FEMA has notified the ACHP of its adverse effect determination with documentation meeting the standards set forth at 36 CFR § 800.11(e), and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii);

**NOW, THEREFORE**, FEMA and SHPO agree that 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.

## STIPULATIONS

FEMA, in coordination with SHPO, the OES, and the County, shall ensure that the following measures are carried out:

### I. AREA OF POTENTIAL EFFECTS

The area of potential effects (APE) for the Undertaking includes the area encompassed by Aliso Street, Spring Street, Temple Street and Broadway Street to the north, east, south and west, respectively. The "Hall of Justice" is defined as the structure of the Hall of Justice itself and for the purposes of this agreement is not intended to refer to the entire APE. The Hall of Justice is the sole historic property located within the APE.

### II. TREATMENT MEASURES

#### A. Treatment prior to Implementation of the Undertaking

1. Prior to the start of construction the County will conduct a Level 2 Historic American Building Survey and Historic Architecture and Engineering Recordation (HABS/HAER) of the Hall of Justice building, and all spaces therein, in accordance with the Secretary of the Interior's Guidelines for Architectural and Engineering Documentation.
2. The County will provide final archival HABS/HAER documentation to the Los Angeles Public Library, Central Branch.
3. The County will, prior to the start of any construction and following the execution of this agreement, provide FEMA and SHPO with, and to the fullest reasonable extent adhere to, a preservation plan that details, both photographically and in narrative form, the phasing, removal, protection, shoring, provenance, storage and reinstallation of all finishes, walls, doors, floors, ceilings and fixtures extant in the 1st and 2nd floor Lobby/Loggia, elevator cabs 1-7, the 8th floor library (Room 819), one 8th floor courtroom (Room 816), the two stairwells to be retained and refurbished, the jail cells and the light courts

#### B. Rehabilitation Measures

##### 1. Exterior Treatment.

- a. The County will clean and restore building exterior in accordance with the Secretary of the Interior's Standards for Restoration and Guidelines for Restoring Historic Buildings.
- b. The County shall give first priority to stabilizing the architectural glazed

terra cotta veneer from the office side of the exterior walls in lieu of anchoring through the architectural glazed terra cotta veneer. If the County is unable to stabilize the architectural glazed terra cotta veneer from the office side of the exterior walls then the County will submit a proposed alternative stabilization method to FEMA and SHPO for review in accordance with stipulations III.B-E of this MOA.

- c. The County will retain and rehabilitate all original historic windows in accordance with Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Properties.
- d. The County will remove all window-mounted air conditioning units.

**2. Interior Treatment.**

- a. The County will rehabilitate the 1st and 2nd floor grand lobby/loggia in accordance with the Secretary of the Interior's Standards for the Rehabilitation and Guidelines for Rehabilitating Historic Properties and:
  - 1. Remove existing secondary infill in the 2nd floor lobby/loggia.
  - 2. Retain and refurbish elevator cabs 1-7.
- b. The County will rehabilitate the 8th floor library (Room 819) in accordance with Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Properties.
- c. The County will retain the historic features of the 8th floor courtroom 816 in accordance with Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Properties.
- d. The County will relocate a representative grouping of no fewer than two jail cells into the basement or ground floor of the Hall of Justice.
- e. The County will develop an interpretive program involving the relocated jail cells and allow periodic public access to the relocated jail cells.
- f. The County will retain and refurbish 2 stairwells in accordance with Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Properties.
- g. The County will retain and refurbish the glazed tiles in the light courts in accordance with Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Properties.

- h.** The County shall give first priority to raising the existing non-original dropped ceilings on floors 3 through 9 clear of window openings. If the County is unable to raise the existing non-original dropped ceilings on floors 3 through 9 clear of window then the County will submit a proposed alternative stabilization method to FEMA and SHPO for review in accordance with stipulations III.B-E of this MOA.

### **III. PROJECT DOCUMENTS REVIEW**

- A.** The County will develop construction plans for the Undertaking that conform to stipulation II of this agreement and provide FEMA, SHPO and OES with two sets of construction documents each at or near their initial design and development level of completion, two sets of construction documents each at or near their 50% level of completion, two sets of construction documents each at or near their 90% level of completion and two copies of the preservation plan included in Stipulation II.A.3 prior to the start of construction.
- B.** Within 30 days of receiving each respective submittal specified in Stipulation III.A. or VI., FEMA and SHPO will review the submittal to ensure adherence to Stipulation II. and will respond to the County with any comments.
- C.** The County will incorporate comments to the fullest reasonable extent and provide FEMA, SHPO and OES with a revised version with the changes to the subject document.
- D.** Should the County object to incorporating any of the comments, the County will provide FEMA, SHPO and OES with a written explanation of its objections. FEMA and SHPO will then consult with the County to resolve the objections. If no agreement is reached within 14 days following the receipt of the objection, FEMA will follow the dispute resolution process set forth in Stipulation VII.
- E.** If FEMA or SHPO do not provide written comments within the agreed upon time frames, and the County is continuing to conform with all preceding stipulations in this agreement, the County may presume agreement with the submittal, and may continue with the further development of construction documents or, if the submittal is 90% construction documents and/or the preservation plan, may proceed with construction.
- F.** Within 90 days of project completion, the County will provide FEMA, SHPO and OES with photographic documentation that all measures and details addressed in the preservation plan stipulated above have been accomplished.

#### **IV. PUBLIC INVOLVEMENT**

If, at any time during the implementation of the measures stipulated in this MOA, an objection to any measure within this MOA or its manner of implementation is raised by a member of the general public, FEMA will take the objection into consideration and consult with the objecting party, SHPO, OES and the County to address the objection for no longer than 15 days. The public has been afforded a reasonable opportunity to comment through the California Environmental Quality Act process initiated by the County.

#### **V. DURATION**

If, after a period of five (5) years following the execution of this MOA, FEMA determines that the County has not made significant progress toward the completion of the project, FEMA may convene a consultation meeting of Signatory and Concurring Parties to discuss the possibility of terminating this MOA. Prior to such time, FEMA may consult with the other signatories and concurring parties to reconsider the terms of the agreement and amend it in accordance with stipulation VIII below.

#### **VI. THIRD PARTY MONITORING AND REPORTING**

- A.** The County will retain the services of a qualified historic preservation consultant (HP Consultant) with experience and background in architectural preservation to monitor the Undertaking during the construction phase to ensure substantial conformity to the approved project documents. Monitoring will be carried out by or under the direct supervision of a person or persons meeting at a minimum the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9). This person(s) must be familiar with the Secretary of the Interior's Standards for the Treatment of Historic Properties, the State Historical Building Code, and the Guidelines for the Rehabilitation of Existing Buildings. The County will provide FEMA and SHPO with an opportunity to comment on the selection of the HP consultant prior to their retention. The HP Consultant will conduct an on-site inspection of all project work no less than once a month. The HP Consultant review process shall commence at the start of work and cease only upon completion of the Undertaking.
- B.** During the implementation of the Undertaking, the County will immediately notify the HP Consultant, who in turn will immediately notify FEMA, SHPO and OES, of any conflicting conditions, proposed changes (e.g., change orders) or changes in the approved scope of work that may affect the building's historic materials or its significant historic character defining features and spaces. The HP Consultant will review the additional work items to determine if they have an effect on the property, as defined in 36 CFR § 800.16(i) and, the County will take all reasonable measures to avoid or minimize harm to the property until the issue is resolved pursuant to stipulation III. B.-E..
- C.** The County shall prepare for review by the HP Consultant documentation that

presents and explains the proposed scope of work for each upcoming month on the first business day of the last week of the preceding month. The HP Consultant will review the documentation to ensure the work on the areas specified in Stipulation II of this MOA is consistent with the approved documents. If the HP Consultant determines that the work is consistent with the terms of this MOA the HP Consultant may approve the work without review by FEMA or SHPO. The HP Consultant will document this decision in writing, copy this documentation to FEMA, SHPO and OES and retain a copy of the document in its project files.

- D. If the HP Consultant determines that any work is not consistent with terms of this MOA, or is work proposed in addition to the originally agreed upon scope of work, the HP Consultant will forward documentation to support this finding to FEMA, SHPO and OES for FEMA and SHPO review pursuant to Stipulation III. B.-E..
- E. The County will provide all parties to this agreement an annual summary report detailing work undertaken pursuant to its terms. The report will be submitted on or by February 15 of each year following the execution of this agreement. The report will include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the County's efforts to carry out the terms of this agreement. Failure to provide such summary report may be considered noncompliance with the terms of this MOA pursuant to stipulation VIII, below.

## **VII. DISPUTE RESOLUTION**

- A. Should any Signatory or Concurring Party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FEMA will consult with the objecting party(ies) to resolve the objection. If FEMA determines, within 30 days, that such objection(s) cannot be resolved, FEMA will:
  - 1. Forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR § 800.2(b)(2). Upon receipt of adequate documentation, the ACHP will review and advise FEMA on the resolution of the objection within 30 days. Any comment provided by the ACHP, and all comments from the parties to the MOA, will be taken into account by FEMA in reaching a final decision regarding the dispute.
  - 2. If the ACHP does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, FEMA may render a decision regarding the dispute. In reaching its decision, FEMA will take into account all comments regarding the dispute from the parties to the MOA.



3. The County's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged. FEMA will notify all Signatories and Concurring Parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. FEMA's decision will be final.

## **VIII. AMENDMENTS**

If any Signatory or Concurring Party to this MOA determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that Signatory or Concurring Party will immediately consult with the other parties to this MOA to develop an amendment to it pursuant to 36 CFR § 800.6(c)(7) and (8). The amendment will be effective on the date a copy signed by all of the original Signatories and Concurring Parties is filed with the ACHP. If the Signatories and Concurring Parties cannot agree to appropriate terms to amend the MOA, any Signatory may terminate the agreement in accordance with stipulation IX, below.

## **IX. TERMINATION**

If this MOA cannot be successfully amended under the consultation process set out in stipulation VIII., it may be terminated by any Signatory. Within 30 days following termination, FEMA will notify the Signatories and Concurring Parties if it will re-initiate consultation to execute another MOA with the Signatories and Concurring Parties under 36 CFR § 800.6 or request the comments of the ACHP under 36 CFR § 800.6(b)(1)(v) and proceed accordingly.

## **X. EXECUTION**

The execution of this MOA by FEMA and SHPO, FEMA's submission of documentation and filing of this MOA with the ACHP pursuant to 36 CFR § 800.6(b)(1)(iv) prior to FEMA's approval of the Undertaking, and FEMA's subsequent implementation of the terms of this MOA 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 that FEMA has taken into account the effects of the Undertaking on historic properties and afforded the ACHP an opportunity to comment.

**SIGNATORIES:**

The Federal Emergency Management Agency

\_\_\_\_\_ Date  
Karen Armes, Acting Region IX Director

The Federal Emergency Management Agency

\_\_\_\_\_ Date  
Alessandro Amaglio, Region IX Environmental Officer

California State Office of Historic Preservation

\_\_\_\_\_ Date  
Milford Wayne Donaldson, California State Historic Preservation Officer

**CONCURRING PARTIES:**

The County of Los Angeles

\_\_\_\_\_ Date  
David Janssen, Chief Administrative Officer, County of Los Angeles

The California Governor's Office of Emergency Services

\_\_\_\_\_ Date  
Paul Jacks, Deputy Director, California Governor's Office of Emergency Services