

MEMORANDUM OF AGREEMENT  
AMONG THE GENERAL SERVICES ADMINISTRATION,  
THE WASHINGTON STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE ADAPTIVE REUSE OF UNION STATION, TACOMA, WA

WHEREAS, the General Services Administration (GSA) has entered into a lease agreement with the City of Tacoma, WA (City) for approximately 103,300 net usable square feet of space at the Tacoma Union Passenger Station (Station) for use as a U.S. Federal Courthouse, and has determined that this undertaking will have an effect upon the Tacoma Union Passenger Station and the Union Depot/Warehouse Historic District, properties included in the National Register of Historic Places, and has consulted with the Washington State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f);

WHEREAS, it will be necessary to rehabilitate and modify the interior and add new exterior elements to the Station such as, but not limited to, a new wing, a new addition, additional stories, or other new construction, in order to provide the amount of square footage required by GSA under the terms of the lease;

WHEREAS, the City of Tacoma (City), the owner and developer of the Station which is responsible under the lease for the design and construction of this rehabilitation project, has participated in the consultation and has been invited to concur in this Memorandum of Agreement; and

WHEREAS, this Agreement was developed to cover the issues arising from GSA's lease of approximately 103,300 square feet at the Station, and covers the design and construction activities pertaining to the rehabilitation of the existing structure, the design and construction of any related or adjoining structures, and associated site design and landscaping activities.

NOW THEREFORE, GSA, the SHPO, the City and the Council 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

GSA will ensure that the following measures are carried out:

1. GSA, the SHPO, the Council, and the City have consulted to develop plans, specifications, and construction documents for this undertaking which conform, to the extent feasible, to the guidance contained in the **Secretary of the Interior's Standards and Guidelines for Rehabilitating Historic Buildings (Standards)**, U.S. Department of the Interior, National Park Service, 1983, as amended in 1990, and the "Preservation Briefs" published by the National Park Service.
2. The final plans have identified two aspects of the rehabilitation project that cannot be modified to conform to the **Standards**. First, the City has developed plans and specifications which require that the interior oak office partitions at the concourse level be removed with care to minimize damage to historic materials, be labeled and keyed to as-built drawings and records, be palletized, and properly stored in a City-controlled warehouse. Secondly, the smoke doors between the rotunda and concourse level have been designed to minimize the visual obstruction of significant architectural features, will be carefully installed to minimize damage to historic materials, and are designed to be reversible, if desired, at a later time.
3. The City, in consultation with the National Park Service, has completed HABS/HAER recordation of the interior oak office partitions, and has stored them in a City-controlled warehouse. The City or GSA shall provide copies of the documentation to the SHPO and any appropriate local archives designated by the SHPO.
4. The City shall notify GSA at the earliest possible time of all modifications to the construction documents or change orders that may affect the Station. If GSA determines that the proposed modification may affect the Station, GSA will direct the City to forward documentation regarding any such modifications concurrently to the SHPO and the Council and request the SHPO's and Council's review within fifteen (15) working days or such time period as allowed by the construction schedule. The SHPO and Council shall consult informally during this review period, and may request a conference telephone call with all parties to discuss the proposed modification or negotiate revisions. If GSA determines that there are issues that cannot be resolved through this process, GSA may invoke the dispute resolution provisions contained in Stipulation 5 below.

5. Should the SHPO or the Council timely object to any plans, specifications, or project documents provided for review by the City or GSA pursuant to this Agreement, GSA shall consult with the objecting party to resolve the objection. If GSA determines that the objection cannot be resolved, 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: 1) provide GSA with recommendations, which GSA will take into account in reaching a final decision regarding the dispute; or 2) notify GSA that it will comment pursuant to 36 CFR 800.6(b) and proceed to comment. Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; and GSA's responsibility to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

6. GSA shall be notified of any objection to this Agreement or the manner of its implementation raised by a member of the public. GSA will take the objection into account and consult, as needed, with the objecting party, the City, the SHPO, and the Council to resolve the objection.

7. Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.5(e)(5) to consider such a revision. Such an amendment shall be executed in the same manner as this original Agreement.

EXECUTION OF THIS MEMORANDUM OF AGREEMENT and implementation of its terms evidence that GSA has afforded the Council an opportunity to comment on its lease of the Tacoma Union Passenger Station and its effects on historic properties, and that GSA has taken into account the effect of the undertaking on historic properties.

GENERAL SERVICES ADMINISTRATION

By:

*Nicholas B. Bailey*

Date:

5/21/91

WASHINGTON STATE HISTORIC PRESERVATION OFFICER

By:

*James E. [Signature]*

Date:

6/10/91

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:

*Robert D. Bush*

Date:

8/13/91

CONCUR:

CITY OF TACOMA, WASHINGTON

By:

*Ray [Signature]*

Date:

7-8-91

Approved as to form and legality

*[Signature]*  
Asst. City Attorney