

**MEMORANDUM OF AGREEMENT  
BETWEEN THE GENERAL SERVICES ADMINISTRATION AND  
THE OREGON HISTORIC PRESERVATION OFFICER  
REGARDING THE INTERIOR TENANT ALTERATIONS OF  
GUS SOLOMON U.S. COURTHOUSE, PORTLAND, OREGON**

**WHEREAS**, the General Services Administration ('GSA') plans to fund the Gus Solomon U.S. Courthouse interior wall demolition undertaking pursuant to the pursuant to 36 C.F.R. part 800 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

**WHEREAS**, the Undertaking consists of demolishing interior office partition walls while leaving corridors intact; to accommodate increased federal tenancy and their open plan office needs ; and

**WHEREAS**, GSA has defined the undertaking's area of potential effect (APE) as the second, third, sixth, seventh and eighth floors; and,

**WHEREAS**, the GSA and the Oregon State Historic Preservation Office (SHPO) have applied the Criteria of Adverse Effect (36 C.F.R. § 800.5(a)(1) and determined that the Undertaking will have an adverse effect upon the Gus J. Solomon U.S. Courthouse, a property that is listed in the National Register of Historic Places; and,

**WHEREAS**, in accordance with 36 C.F.R. § 800.6(a)(1), GSA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

**NOW THEREFORE**, GSA and the Oregon State Historic Preservation Office ('SHPO') agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account and mitigate the Undertaking's effect on the historic property and that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated.

**STIPULATIONS**

The GSA shall ensure that the following measures are carried out to enhance public spaces in the historic building to mitigate the adverse effects on the private office space:

- A. The GSA will restore and preserve the woodwork in the two historic oak courtrooms on the sixth floor following the 2007 preservation plan;
- B. The GSA will restore the original height plaster ceilings in all of the areas where walls are being removed and that have non-historic dropped ceilings;
- C. The GSA will label and store on-site all removed historic elements, including but not limited to wood trim, doors, marble baseboards, hardware, etc. for possible future use.
- D. The GSA will remove the carpet tiles at the 7<sup>th</sup> floor elevator lobby and clean and expose the original patterned rubber tile flooring, and;

- E. If tenant displacement occurs on south side of the sixth floor causing the current tenant to move out, the GSA will rejoin the historic court library room by removing the wall which was installed in previous renovations;
- F. If tenant displacement occurs on the sixth floor northwest corner requiring the vault walls to be removed for additional space, the vault door will remain in the space.
- G. All work will be performed by qualified contractors as defined by the Secretary of Interior's Standards for the Guidelines for the Treatment of Historic Properties

#### **DURATION OF THIS MOA**

The terms of this MOA should be satisfactorily fulfilled within one (1) year from the date of its execution. In such event that the MOA needs to be extended, GSA shall notify the parties to this MOA, and if the project proponents choose to continue with the undertaking, GSA shall re-initiate review of the undertaking in accordance with 36 CFR Part 800.

#### **EFFECTIVE DATE OF THIS MOA**

This MOA shall take effect when the GSA and the SHPO have executed it.

Execution of this Memorandum of Agreement by the GSA and the SHPO, and implementation of its terms by GSA, will evidence that the GSA has afforded the Signatory and Concurring Parties an opportunity to comment on the Undertaking and its effects on historic properties, and the GSA has taken into account the effects of the Undertaking properties, and has afforded the Advisory Council on Historic Preservation a reasonable opportunity to comment on the undertaking.

#### **DISPUTE RESOLUTION**

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, GSA shall consult with such party to resolve the objection. If GSA determines that such objection cannot be resolved, GSA will:

A. Forward all documentation relevant to the dispute, including the GSA's proposed resolution, to the ACHP. The ACHP shall provide GSA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GSA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. GSA will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, GSA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GSA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. GSA'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.

#### **AMENDMENTS**

Any Signatory to this MOA may propose that this MOA be amended, whereupon all Signatories will consult for no more than 15 days to consider such amendment. 36 CFR §800.6(c)(1) shall govern the execution of any such amendment. If this agreement is not amended, only the GSA and the SHPO may terminate this MOA.

#### **TERMINATION**

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Amendment Stipulation above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, GSA and the SHPO may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, GSA must either (a) execute a new MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. GSA shall notify the signatories as to the course of action it will pursue.

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

#### **Memorandum of Agreement regarding**

9/14/2009

Memorandum of Agreement Regarding Interior Tenant Alterations of the  
Solomon Courthouse, Oregon

**The Interior Office Rehabilitation of the Solomon Courthouse, Portland, Oregon**

**SIGNATORIES:  
U.S. GENERAL SERVICES ADMINISTRATION**

Robin G. Graf (10A)  
Acting Regional Administrator  
GSA Northwest/Arctic Region

State Historic Preservation Office (SHPO)  
Roger Roper, State Historic Preservation Officer

**SIGNATORY (1 OF 2):**

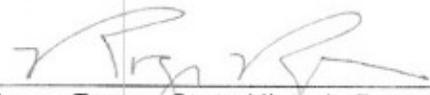
**U.S. GENERAL SERVICES ADMINISTRATION**

BY:  Date: 9/28/09  
Robin G. Graf (10A) Acting Regional Administrator  
GSA Northwest/Arctic Region

**Memorandum of Agreement Regarding  
The Interior Office Rehabilitation of the Solomon Courthouse, Portland, Oregon**

**SIGNATORY (2 OF 2):**

**OREGON STATE HISTORIC PRESERVATION OFFICE**

BY:  Date: 10-19-09  
Roger Roper, State Historic Preservation Officer