

Advisory Council On Historic Preservation

The Old Post Office Building
1100 Pennsylvania Avenue, NW, #809
Washington, DC 20004

**PROGRAMMATIC AGREEMENT
AMONG
REGION 4 OF THE GENERAL SERVICES ADMINISTRATION;
THE STATE HISTORIC PRESERVATION OFFICERS OF
ALABAMA, FLORIDA, GEORGIA, KENTUCKY, MISSISSIPPI,
NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE;
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
PRESERVATION, MAINTENANCE, REHABILITATION, AND USE
OF HISTORIC PROPERTIES
AND
CONSIDERATION OF HISTORIC PROPERTIES
IN PLANNING ACTIVITIES**

WHEREAS, Region 4 of the General Services Administration (GSA) manages, administers or exercises jurisdiction and control over properties in eight southeastern states, including properties listed on, or eligible for inclusion in, the National Register of Historic Places (historic properties); and

WHEREAS, GSA has undertaken an evaluation of the inventory of properties under its jurisdiction or control, or buildings in which GSA has secured leased space, and has determined that the properties included in Appendix I are listed on, or eligible for inclusion in, the National Register of Historic Places (Register); and

WHEREAS, GSA is in the process of completing Historic Building Preservation Plans (HBPPs) for buildings in Appendix I, and has completed HBPPs for buildings in Appendix IV, that identify character-defining materials, spaces and features; and

WHEREAS, GSA has determined that its program of preservation, maintenance, rehabilitation and use of historic properties under its jurisdiction or control (preservation and rehabilitation program), its program of constructing new space for tenant agencies (construction program), its program of leasing existing space for tenant agencies (leasing program), and the process by which individual projects carried out pursuant to these programs are approved and funded by GSA, GSA's central office, and by the legislative process of the government of the United States (approval process) may affect historic properties; and

WHEREAS, GSA has consulted with the State Historic Preservation Officers who are a signatory to this Agreement (SHPOs) and the Advisory Council on Historic Preservation (Council) pursuant to Section 800.13 of the Council's regulations ("Protection of Historic Properties," 36 CFR Part 800), implementing Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470f) [the Act]; and

WHEREAS, GSA has consulted with the SHPOs and the Council concerning its responsibilities pursuant to Section 110 of the Act (16 U.S.C. 470h-2), including, but not limited to, public participation, identification, evaluation, management, maintenance, registration, and protection of properties of historic, archaeological, architectural, engineering or cultural significance and has considered the Secretary of the Interior's recommendations for carrying out its responsibilities pursuant to the Act, published jointly by the Secretary of the Interior and the Council as "The Section 110 Guidelines: Annotated Guidelines for Federal Agency Responsibilities under Section 110 of the National Historic Preservation Act" (currently being revised to reflect the 1992 amendments to the Act); and

WHEREAS, GSA has determined that its management of the preservation and rehabilitation program, the construction program, the leasing program, and approval process may provide an opportunity for the parties to this Agreement to participate in a meaningful and timely manner to assist GSA in fulfilling its responsibilities to identify, evaluate and take into account the effect of its undertakings on historic properties pursuant to Section 106 of the Act, as well as providing an opportunity for SHPOs and the Council to assist GSA in fulfilling its responsibilities pursuant to Section 110 of the Act;

NOW, THEREFORE, GSA, the SHPOs and the Council agree that the preservation and rehabilitation program, the construction program, the leasing program and the approval process shall be carried out in accordance with the following stipulations in order that GSA's Section 106 responsibilities may be initiated or completed in a timely manner and to establish a process to assist GSA in meeting its responsibilities pursuant to Section 110 of the Act.

STIPULATIONS

GSA shall ensure that the following measures are carried out:

I. Historic Preservation Staff

A. Professional qualifications

Pursuant to §110(c) and §112 of the Act, GSA shall employ a Regional Historic Preservation Officer (RHPO) and specialists (hereinafter "historic preservation staff") who meet one or more of the professional qualifications standards enumerated within the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 Fed. Reg., p. 44738-39; September 29, 1983). GSA shall ensure that the work of its historic preservation staff is carried out under the direct or indirect supervision of the RHPO. Where the required professional experience is not available within the historic preservation staff, GSA shall contract with additional, similarly qualified specialists whose services shall be provided to the historic preservation staff under the direction of the RHPO.

B. Compliance responsibility

GSA shall assign to the RHPO the responsibility and authority to administer and manage its fulfillment of the terms of this Agreement.

II. Identification, Evaluation, Nomination and Protection of Historic Properties

A. Appendices I, II and III

Appendices I, II and III contain information concerning properties located in GSA's Region 4 which are under the jurisdiction or control of GSA, or buildings in which GSA has secured leased space. Appendix I includes only those properties which are known to be individually listed on, or considered

eligible for inclusion in, the Register pursuant to 36 CFR Part 800.4(c), or are within or immediately adjacent to a Register-listed or Register-eligible historic district. Appendix II includes those properties whose eligibility for the Register pursuant to 36 CFR Part 800.4(c) is unknown. Appendix III includes those properties which have been determined ineligible for inclusion in the Register pursuant to 36 CFR Part 800.4(c) individually or as a contributing structure to an historic district or are not located within or immediately adjacent to a Register-listed or Register-eligible historic district.

B. Changes to Appendices

Should GSA determine, in accordance with 36 CFR Part 800.4(c), that the Register-eligible status of a property included in an Appendix has changed, then GSA shall notify the SHPOs and the Council of such a finding and submit to the SHPOs and the Council a revised Appendix I, II, or III reflecting this change. GSA acknowledges that the passage of time or changing perceptions of significance may justify reevaluation of properties that were previously determined to be eligible or ineligible, particularly those properties that were determined to be ineligible due in part to their age; GSA shall reevaluate properties in accordance with 36 CFR Part 800.4(c) if requested to do so by an SHPO in whose state the property exists, or if requested by the Council or the Keeper of the Register. Changes to appendices do not require changes or other amendments to this Agreement, unless otherwise appropriate pursuant to Stipulation X.

C. Additions to Appendices

Whenever GSA proposes to acquire a property, or to assume complete or partial management responsibilities for a property pursuant to a lease, GSA shall promptly comply with 36 CFR Part 800 with respect to its acquisition. GSA shall determine in which Appendix the property should be included, shall notify the SHPOs and the Council of such a finding and shall submit to the SHPOs and the Council a revised Appendix I, II, or III reflecting this change.

D. Nomination of Properties to the Register

1. Pursuant to §110(a)(2)(A) of the Act, GSA shall establish a program to nominate those properties listed in Appendices I and II, and not already included in the Register, to the Register in accordance with the procedures set forth at 36 CFR Part 60. In implementing this program, GSA shall set appropriate milestones for its completion, and

shall consult with the SHPOs and other interested parties to set goals and priorities for completion of nominations and shall seek the assistance of the SHPOs and other interested parties in securing the resources necessary to complete the nominations. It is understood by the parties to this Agreement that funding priorities may affect GSA's ability to complete this program and schedule as established, but that GSA will make meaningful annual progress toward completion of evaluations and nominations for all properties under its jurisdiction or control which may be eligible for inclusion in the Register. Where a state has created a separate and distinct form for recordation of Register properties, the RHPO shall, to the maximum extent feasible, report its findings of eligibility to the state on these forms.

2. Properties will be evaluated for eligibility for listing in the Register by the RHPO in consultation with the appropriate SHPO, and the results of that evaluation shall be forwarded to the SHPO for evaluation and comment. If the SHPO opinion is not rendered within thirty days of receipt of adequate documentation, GSA will assume that the SHPO has concurred with GSA's determination of eligibility. In the event that GSA and the SHPO cannot agree on the eligibility of a property, GSA shall request a Determination of Eligibility from the Keeper of the Register in accordance with 36 CFR Part 63.2. Documentaiton of all determinations will be retained by GSA and will be available to the SHPO for review.

III. Early Consultation During Project Approval Process

A. Purpose of Consultation

GSA agrees to provide opportunities to the parties to this Agreement to provide advice and counsel during the process by which individual projects carried out pursuant to the preservation and rehabilitation program, the construction program and the leasing program are approved by GSA, GSA's central office, and by the Congress of the United States. It is understood that this opportunity to share information, advice and counsel among the parties pursuant to Stipulations III.B. and III.C. does not substitute for the standard Section 106 process, or for the alternatives to the Section 106 process delineated in Stipulations IV, V and VI.

B. Planning Surveys

1. GSA periodically prepares community plans and surveys which project future office, court and other space requirements of Federal entities. GSA agrees to notify SHPOs of its projected schedule for the preparation of community plans and invite SHPOs to participate in the planning process.

2. In its preparation of community plans, GSA shall request the assistance of the SHPOs in the identification of certified and non-certified local governments and local organizations with specific programs or interest in historic preservation which might be of assistance to GSA in the identification and evaluation of historic properties or community planning issues which GSA should consider. In addition, GSA shall request the assistance of the SHPOs in identifying properties which have not yet been evaluated or included on the Register, but about which the SHPOs may have information in their records and which should be considered by GSA during their planning activities. The absence of information from SHPOs about potentially historic properties in no way obviates GSA's responsibility to identify and evaluate potentially historic properties.

3. Upon the completion of a community plan, GSA will provide a summary of the findings to the SHPO and any identified interested parties. The parties to this Agreement agree that the completion of a community plan by GSA is not an undertaking pursuant to Section 106 of the Act.

C. Prospectus Projects

1. During the development of studies for individual projects which require the approval of GSA's Central Office prior to their inclusion in GSA's budget proposal (prospectus projects), or during the preparation of special studies requested by the Congress of the United States, GSA shall inform SHPOs of the scope of the study and the proposed undertaking which is its subject. GSA shall invite the participation of SHPOs in the preparation of the study through the identification and evaluation of significant historic preservation issues which GSA should address during the development of the study.

2. The signatories to this Agreement agree not to release any information concerning a GSA procurement to any party, offeror or member of the public unless, following consultation with GSA's Office of General Counsel, the signatory and GSA agree that the information must be made available to the public pursuant to a states' public records (or "Sunshine") law or regulation. GSA agrees to prospectively identify information to the signatories to this Agreement that shall be subject to the limitations of this Stipulation and the signatories agree to prospectively identify information to GSA that might be affected by a public records law, and to work with GSA to resolve potential conflicts between the two.

IV. Leasing Program

GSA will provide SHPOs information about solicitations for offers for leased space and shall invite SHPOs to provide information to GSA about individuals or organizations which should be provided information about GSA's search for leased space. Consistent §110(a)(1) and §110(d) of the Act and with its existing agency regulation (GSAR 552.270-4 [Jun 1985]) GSA shall give preference to offers for space in buildings listed in or considered eligible for inclusion in the Register, or buildings which contribute to a Register-listed historic district. GSAR 552.270-4 (June, 1985) states, in pertinent part:

[P]reference will be given to offerors of space in buildings in, or formally listed as eligible for inclusion in the National Register of Historic Places, and to historically significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if: (1) the offer for space meets the terms and conditions of the solicitation as well as any other offer received (it is within the discretion of the contracting officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in the solicitation to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.); and (2) the rent is no more than 10% higher, on an annual square foot (net usable area) cost to the government, than the lowest otherwise acceptable offer. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest-priced historic property offered.

V. Construction Program

For those projects which, in the opinion of the Regional Historic Preservation Officer, call for the construction of new buildings, additions to buildings included in Appendix I and Appendix II, significant ground disturbance or archeological investigation, GSA will comply with 36 CFR Part 800 with respect to each project. During consultation with the SHPO and the Council during GSA's compliance with 36 CFR Part 800 for each project, GSA shall provide documentation to the consulting parties concerning the substance and content of its consultation with the SHPO pursuant to Stipulation III.

VI. Preservation and Rehabilitation Program

A. General Standards for Maintenance and Rehabilitation Projects

Pursuant to §§110(a)(2)(B)&(D) and §112(a)(1)(A) of the Act, GSA shall ensure that historic buildings included in Appendix I or Appendix II will be maintained and rehabilitated in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (National Park Service, 1992).

B. Development and Acceptance of HBPPs

1. Development of HBPPs: Prior to executing a contract for the development of an HBPP, GSA shall provide SHPOs an opportunity to review and comment on the proposed scope of work. HBPPs shall be developed so that interior and exterior areas, including landscaping and parking areas, of historic buildings are divided into restoration, rehabilitation, and renovation zones as defined below, and GSA shall ensure that these areas are treated accordingly in the planning and execution of projects which may affect character-defining features of the buildings.

(a) **Restoration zones:** These interior and exterior areas are of special significance and should be restored as nearly as possible to their original form and condition. When changes to the original form and condition have acquired historic significance in their own right, these changes will be identified as historic and will be maintained and restored as nearly as possible to their original form and condition. Exterior facades

generally visible to the public will be treated as restoration zones; facades not generally visible to the public, such as those facing alleys, courtyards and service bays may be zoned as rehabilitation zones.

(b) Rehabilitation zones: These areas are of lesser importance but contain significant details, spaces and features which should be retained or restored as part of any overall repair or alteration projects.

(c) Renovation zones: These areas are not considered integral parts of the significant character-defining historic fabric of the historic building of which they are a part, and may be altered as long as these alterations do not have any adverse effect on restoration or rehabilitation areas.

GSA shall ensure that the recommended procedures set forth in HBPPs developed for buildings included in Appendix I or II are consistent with the standards outlined in Stipulation VI.A..

Appendix IV lists all buildings included in Appendix I for which GSA has completed HBPPs in accordance with GSA guidelines (ADM 1020.1, "Procedures for Historic Properties," issued 8/20/82). GSA may amend Appendix IV by notifying the SHPOs and the Council and by providing to the SHPOs and the Council a revised Appendix IV reflecting this amendment.

2. Acceptance of HBPPs by SHPOs: Unless they have already done so by the time of execution of this Agreement, GSA shall provide to the SHPOs a copy of those HBPPs listed in Appendix IV for their review. Said review by the SHPOs shall be based upon an evaluation of the identification and evaluation of the significant materials, features and areas of the historic buildings, their original appearance and present condition, the appropriateness of the preservation zones that have been applied to the interior and exterior of the building, and the specifications enumerated for the preservation or rehabilitation of character-defining features and spaces.

Should the SHPOs concur with the findings enumerated within the HBPP, the SHPOs shall notify GSA of their concurrence; if GSA has not received notification to the contrary from an SHPO within 60 days of their receipt of an HBPP, GSA shall assume that the SHPO has reviewed and accepted the HBPP. GSA shall provide to the SHPOs

and the Council a listing of those HBPPs which have been reviewed and accepted by the SHPOs; said listing shall be appended to this Agreement as Appendix V. The SHPOs shall retain a copy of the HBPP for their reference; GSA will provide updated information to the SHPOs for inclusion in their copy of the HBPP as it becomes available. GSA will make the building(s) which are the subject of an HBPP available to the SHPO for an independent site visit by the SHPO or the SHPOs representative(s). GSA and the SHPO shall coordinate travel plans and GSA will assist the SHPO as necessary to facilitate a timely site visit.

Should the SHPO not concur with the findings enumerated within the HBPP, the SHPO and GSA shall consult pursuant to Stipulation IX.

C. Review by Historic Preservation Staff

GSA shall ensure that its historic preservation staff reviews and approves all routine maintenance, rehabilitation, repair and alteration projects planned for any building included in Appendices I, II, IV or V except as provided in Stipulation VI.C.1. or VI.C.2. Historic preservation staff review will be undertaken at the earliest stage in planning, and may extend through the life of a project.

1. Review by preservation consultant: In lieu of, or as an adjunct to, review by the RHPO and the historic preservation staff, GSA may elect to have certain projects reviewed by preservation consultants who shall act for the RHPO in carrying out the historic preservation staff's responsibilities and who meet the qualifications enumerated in Stipulation I.A.. GSA will allow such review to be performed by a qualified consultant only with RHPO oversight and only when the RHPO documents in writing to the environmental review file that the consultant meets the professional qualifications for their specialty pursuant to Stipulation I.A. and is thus qualified to carry out the review. The parties to this Agreement understand that GSA retains responsibility for meeting the terms of this Agreement pursuant to Stipulation I.B., but that certain occasions may necessitate GSA contracting for assistance in carrying out its responsibilities.

2. Delegated buildings: GSA has entered into an agreement with the tenant agencies of certain buildings delegating to the tenant agencies management and administration responsibilities for recurring repairs (delegated buildings). In other instances, GSA has

professional building management staff on site which is qualified to carry out the terms of this Stipulation absent the direct supervision of the RHPO or the historic preservation staff. GSA shall ensure that the building managers of the delegated buildings or its on-site building management staff are familiarized with the terms of this Agreement and applicable provision of the Act, including, but not limited to §§106, 110 and 112, and shall ensure through monitoring by the Regional Historic Preservation Officer that all routine maintenance, rehabilitation, repair and alteration projects planned for any delegated building are carried out in a manner consistent with the terms of this Agreement.

D. Projects Excluded from Further Review

1. Routine maintenance and repair: In buildings included in Appendices I, II, IV or V, GSA may carry out projects which are listed below without further review pursuant to 36 CFR Part 800, provided that GSA ensures that they are reviewed as provided in Stipulation VI.C. and that they are carried out in a manner consistent with the standards set forth at Stipulation VI.A.:

- (a) non-decorative painting of previously painted surfaces;
- (b) wood refinishing and restoration;
- (c) cleaning and waxing floors;
- (d) masonry cleaning, repair, and repointing;
- (e) repairs to historic windows using in-kind materials, but not including window replacement;
- (f) roof repair, including repair or replacement of non-historic flat roofs; maintenance-level repair with in-kind historic roofing materials (comprising less than ten square feet);
- (g) landscaping in previously landscaped or otherwise disturbed areas where there is no evidence that archeological resources may be present; such landscaping may include in-kind paving repair, but not the paving of previously unpaved areas, and minor plant removal/replacement in landscaped areas visible to the public;

(h) Installation of antennas and satellite dishes not visible from public space (verified by scaled sight-line study) and not anchored to historic materials.

2. Routine maintenance and repair: GSA may carry out projects listed below on or in a building included in Appendix V without further review pursuant to 36 CFR Part 800, provided that GSA ensures that the projects are reviewed as provided in Stipulation VI.C. and that they are carried out in a manner consistent with the standards set forth at Stipulation VI.A.:

- (a) projects that are in accord with the recommended approaches in the building's HBPP;
- (b) heating, ventilation and air conditioning systems repairs, or plumbing and electrical repairs which will not alter historic fixtures or finishes or affect restoration zones;
- (c) alterations whose effects are confined to renovation zones; such alterations may include the installation of a suspended ceiling in a non-decorative office space [so long as long as it does not alter windows, the fundamental relationship of the window to the wall and/or ceiling, or views into or out of the space through the windows] or the installation of non-electrified anti-roosting bird deterrence system or anti-roosting bird netting in courtyards or service areas;
- (d) elevator upgrades, where the following conditions can be met:
 - (1) historic elevator cab finishes and hardware will be retained and restored where they exist;
 - (2) new code-complying hardware and signage shall be compatible in materials and design and shall be installed with minimal disruption of historic fabric;
 - (3) GSA will replicate non-extant historic elevator cabs in significant public spaces identified as restoration zones; when funding constraints preclude replication of all elevator cabs in a building's restoration zones, GSA may elect selective cab replication, based on the relative visibility, significance, and architectural integrity of the

elevators and elevator lobbies being upgraded; replication will be based on the original historic designs, when available, and will be consistent with code and other applicable requirements; where code or other requirements prohibit replication, contemporary designs sympathetic with existing building fabric and finishes will be used; and,

(4) in rehabilitation and renovation zones, non-extant historic elevator cabs will be replaced with contemporary cabs designed to be sympathetic with existing fabric and finishes;

(e) Fire alarm detection/suppression upgrades where the following conditions can be met:

(1) new installations will be located on flat undecorated plaster;

(2) New alarm pull stations that must be located along a wall with a decorative stone, metal, wood or ceramic surface will be installed on a freestanding pedestal or on the wall without penetrating into the historic material;

(3) wiring will be concealed in non-historic walls and ceilings; and,

(4) in restoration zones, ceilings will not be dropped to conceal detection and suppression systems;

(f) handicap accessibility modifications where the following conditions can be met:

(1) the modification is carried out in restoration zones and is limited to the installation of temporary ramps which will remain in place for a period not to exceed one year and will be removed no later than one year following the date of installation; and

(2) the modification only affects rehabilitation and renovation zones and is incidental to other building system upgrades and does not alter historic design or finishes, other than relocation of system components to wall heights mandated by the Uniform Federal Accessibility Standards (41 CFR Part 101-19.6, Appendix A).

E. Notification and Consultation Concerning Certain Non-Routine Projects

GSA shall ensure that any project which consists of an interior or exterior alteration not otherwise excluded from review pursuant to Stipulation VI.D. will be reviewed in accordance with 36 CFR Part 800 unless the project is reviewed pursuant to the terms of this Stipulation.

1. Notification: GSA shall notify the SHPOs when planning for projects of the following types is initiated within GSA and shall initiate consultation with the SHPOs at the earliest feasible stage in planning:

(a) window replacement;

(b) exterior or interior alterations not included in Stipulation VI.D. and proposed for buildings included in Appendices I, II, IV or V, including, but not limited to, projects such as installation of permanent ramps and lifts, elevator penthouse changes, alteration of window or door openings, removal of major landscaping features (such as mature trees), complete replacement of plantings, replacement or enlargement of paved areas visible to the public, installation of building systems visible to the public, installation of play equipment or antennas in areas visible to the public;

(c) alterations to restoration zones in buildings included in Appendix V which permanently modify an historic spatial configuration, circulation pattern, or ornamental detailing.

2. SHPOs and GSA consultation: Once GSA has initiated consultation with an SHPO concerning the projects included in this Stipulation, the SHPO has 30 days from the receipt of written

notification and adequate documentation to object to GSA. Should an SHPO object to GSA, and should GSA be unable to resolve the objection, GSA will comply with 36 CFR Part 800 with respect to the project and its effect on historic properties and will promptly advise the Council and initiate consultation with the Council and the SHPO. Should the SHPO not object within 30 days from the receipt of written notification and adequate documentation, GSA may assume the concurrence of the SHPO and may proceed, unless the SHPO and GSA agree, before the expiration of the 30-day review period, upon a reasonable extension thereof, and once GSA has confirmed that the SHPO received the notice and documentation.

3. SHPOs and SHPOs representative: For the purposes of Stipulation VI.E., consultation with, and the objection or concurrence of, an SHPO may be provided by an SHPO or by a party designated by the SHPO in writing to carry out duties pursuant to this Stipulation.

VII. Training

GSA shall develop and implement a training program designed to increase the awareness and sensitivity of GSA personnel to historic preservation issues, to the National Historic Preservation Act, GSA's responsibilities pursuant to Section 106 and 110, and to the terms and conditions of this Agreement in particular. Such training may include courses such as the those sponsored by the Council concerning §106 training or preparing agreement documents, statewide, regional or national historic preservation conferences, or technical courses related to cultural resource maintenance and management. GSA may contract with the Council, the SHPOs, or others to assist them in fulfilling the terms of this Stipulation. GSA, the SHPOs and the Council shall work cooperatively to identify opportunities where the Council may assist GSA as it develops and disseminates internal guidance documents designed to ensure adequate and timely consideration of historic preservation values in GSA's preservation, rehabilitation, construction and leasing programs.

VIII. Annual Report

A. Schedule and content: On or before October 31 of each year, GSA shall prepare and provide to the SHPOs who are a signatory to this Agreement and to the Council an annual report addressing, at a minimum, the following topics:

1. a general summary of how this Agreement has been implemented during the preceding year;
2. a listing of projects reviewed and carried out in accordance with Stipulations V., VI.C.1., VI.C.2. and VI.D.;
3. a listing of projects reviewed internally and carried out in accordance with Stipulation VI.E., with information as to the response of the SHPOs;
4. a summary of any problems or issues that have arisen in the course of the year;
5. GSA's assessment of the effectiveness of this Agreement;
6. any recommendations GSA may have for improving the Agreement;
7. up-to-date appendices, reflecting any changes incorporated pursuant to Stipulation II., VI.D.1. or VI.D.2.;
8. a listing of properties for which Register nominations or determinations of eligibility have been completed in the prior year;
9. a proposed schedule for the completion of evaluations and nominations of historic properties and the completion of HBPPs; and
10. the scope and results of its training efforts.

B. Public access: GSA shall ensure that this annual report is available for public inspection and that comments provided by interested members of the public to GSA, the SHPOs and the Council regarding the effectiveness of this Agreement will be taken into account by the consulting parties during consultation pursuant to Stipulation VIII.C.

C. SHPO and Council comments: At the request of the SHPOs or Council, GSA will provide access to follow-up materials, and will consult with the SHPO and/or Council to answer any questions about projects which are carried out pursuant to this Agreement and which are included, or not included, in the annual report.

At the request of any party to this Agreement, GSA will meet to address questions or comments that the SHPOs, the Council, or the public may wish to make. Based on this discussion, the parties to this Agreement will determine whether this Agreement will continue in force, be amended, or be terminated.

IX. Dispute Resolution

A. SHPO/Council objections: Should any SHPO who is a signatory to this Agreement or the Council object to any action or decision of GSA pursuant to this Agreement or relating to its subject matter, GSA will consult with the objecting party to resolve the objection. If GSA or the objecting party determines that the objection cannot be resolved, GSA shall forward all documentation relevant to the dispute to the Council and request Council comment. 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 Council comment provided in response to such a request will be taken into account by GSA in accordance with 36 CFR 800.6(c)(2) and Section 110(1) of the National Historic Preservation Act, as amended, with reference only to the subject of the dispute; GSA's responsibility to carry out all actions under this Agreement that are not the subjects of the objection will remain unchanged.

B. Public objections: At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, GSA shall take the objection into account and consult with the objecting party, the SHPOs, and the Council to resolve the objection.

X. Amendment

Any party to this Agreement may propose to the other parties that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.13 to consider such an amendment.

XI. Termination

Any party to this Agreement may terminate it by providing sixty (60) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that will avoid termination. In the event of termination of the terms of this Agreement by an SHPO, GSA, in consultation with the Council, will determine how to carry out its responsibilities under Section 106 and 110 of the National Historic Preservation Act of 1966, as amended, and related authorities, in a manner consistent with applicable provisions of 36 CFR Part 800 in the state which terminated the Agreement; GSA's responsibilities pursuant to the terms of this Agreement in other states will remain unchanged.

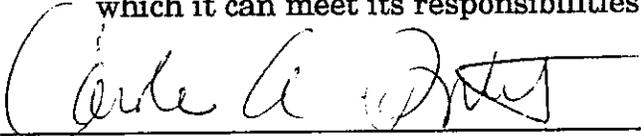
XII. Limitations on Expending and Obligating Funds

In the event GSA is unable to fulfill the terms of a Stipulation of this Agreement due to the provisions §1341 of Subchapter III of Chapter 13 of Subtitle II of Title 31 ("Money and Finance") of the United States Code (said section more commonly known as "The Anti-Deficiency Act"), GSA shall advise the SHPOs and the Council of its inability to comply with the Stipulation and shall ensure that it fulfills its obligations pursuant to 36 CFR Part 800. GSA's responsibility to fulfill its obligations under the Act for all other Stipulations of this Agreement that are not proscribed by the provisions of 31 U.S.C. 1341 will remain unchanged, unless the parties to this Agreement agree to amend or terminate the Agreement accordingly.

XIII. Compliance with Section 110(k) of the Act

GSA shall ensure that no proponent for a GSA-sponsored or GSA-supported undertaking, who, with intent to avoid the requirements of Section 106 of the Act, intentionally significantly adversely affected an historic property to which the undertaking relates, or having legal power to prevent it, allowed such significant adverse effect to occur, unless GSA, after consultation with the Council, determines that circumstances justify proceeding with the undertaking despite the adverse effect created or permitted by the proponent.

Execution and implementation of this Agreement evidences that GSA's Region 4 has satisfied its Section 106 responsibilities for all individual undertakings involving maintenance and rehabilitation of historic properties under its jurisdiction and control in Region 4 which are included in this Agreement. With the assistance and cooperation of the Council and the SHPOs who are a signatory to this Agreement, and through implementation of the terms of this Agreement, GSA is seeking to establish a process through which it can meet its responsibilities pursuant to Section 110 of the Act.



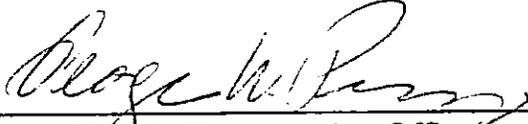
Regional Administrator, Region 4
General Services Administration

10/7/94
date



State Historic Preservation Officer
State of Alabama

10/13/94
date



State Historic Preservation Officer
State of Florida

10/18/94
date



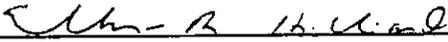
State Historic Preservation Officer
State of Georgia

10-12-94
date



State Historic Preservation Officer
Commonwealth of Kentucky

10-21-94
date



State Historic Preservation Officer
State of Mississippi

10-25-94
date

William S. Pinf.
State Historic Preservation Officer
State of North Carolina

10-31-94
date

Mary W. Edmunds
State Historic Preservation Officer
State of South Carolina

11/2/94
date

Herbert L. Hoyer, Deputy
State Historic Preservation Officer
State of Tennessee

11/8/94
date

Cathryn B. Slater
Chairman
Advisory Council on Historic Preservation

11-30-94
date