

**MEMORANDUM OF AGREEMENT
AMONG THE GENERAL SERVICES ADMINISTRATION AND THE
ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE DEVELOPMENT OF THE TUNDRA TYKES CHILDCARE CENTER, ANCHORAGE,
ALASKA**

WHEREAS, the General Services Administration ("GSA") proposes to enter in a lease agreement for the build-to-suit redevelopment of the Tundra Tykes Childcare Center ("Undertaking"), located at West 8th and D Streets in Anchorage, Municipality of Anchorage, Alaska, a process that involves the demolition of the three existing residential structures and construction of a new childcare facility; and

WHEREAS, the GSA proposes that as part of the redevelopment agreement, the GSA, will enter into a long-term lease to occupy the new buildings replacing an existing inadequate facility, to meet current market demand for childcare, improve proximity to the Anchorage Courthouse/Federal Building and improve facility security; and

WHEREAS, the GSA has determined that the redevelopment is an Undertaking that will have an adverse effect upon the existing residential properties at 724 D Street (ANC-0380), the Belgard House (ANC-0403), and the Wennerstrom House (ANC-0391), properties which are contributors to the 8th and D Street Historic District and eligible for listing in the National Register of Historic Places; and

WHEREAS, the GSA has consulted with the Alaska State Historic Preservation Officer, ("AKSHPO"), on this Memorandum of Agreement ("MOA"), pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act ("Act") as amended, 16 U.S.C. 470f and Section 110(f) of the same Act, 16 U.S.C. 470h-2h (f), regarding the Undertaking's adverse effect on the existing structures and potential archeological resources; and

WHEREAS, the GSA has also consulted with the Advisory Council on Historic Preservation, ("ACHP"), and that said consultation was taken into consideration in preparing this MOA, and that the ACHP has declined to be a concurring party to this MOA; and

WHEREAS, the GSA has also consulted with Anchorage Historic Properties, Inc. ("AHP,Inc"), and that said consultation was taken into consideration in preparing this MOA, and that the Board Directors of AHP, Inc. has voted to be a concurring party to this MOA; and

WHEREAS, the GSA has consulted with all of the parties regarding the goal of retaining the historic buildings and considered alternatives, and no other practical or cost effective alternative could be found that will fulfill space needs and compliance with current security requirements of the Department of Homeland Security; and

NOW, THEREFORE, GSA, the AKSHPO and AHP Inc. agree that the Undertaking shall be implemented in accordance with the following stipulations and effective for the duration of the GSA lease term in order to take into account and mitigate the Undertaking's effect on historic properties 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:

I. RECORDATION OF THE HISTORIC PROPERTIES

- A. GSA will consult with the Developer's cultural resource consultants using NPS standards who shall create Historic American Buildings Survey ("HABS") documentation for the three affected properties. This documentation will include a thoroughly researched history and chronology of the residential use and site employing Level 3 requirements for HABS written documentation. This material shall include drawn, photographic and written text and shall be presented in paper and digital formats. Drawings will include a site plan illustrating existing buildings and major landscape features.
- B. Consultants selected by the Developer to review and update this HABS documentation will meet the Secretary of the Interior's Professional Qualification Standards, (36 Code of Federal Regulations CFR 61) for architectural historians. GSA shall provide a draft version of the documentation to the AKSHPO, who shall have 30 days to review and provide comments on it prior to finalization.
- C. In addition to meeting documentation requirements as outlined by the National Park Service, the Historic American Buildings Survey (HABS) report will support research and documentation needs for the development of other written and graphic information required as part of this MOA. Consequently, a draft of that documentation will be provided to the parties referenced in Section II, to provide them with an understanding and assess the historic information that will be obtained during execution of the HABS documentation.

II. PUBLIC INTERPRETATION PROGRAM

In furtherance of the goals of the National Historic Preservation Act and Sections 1 and 5(b) of Executive Order 13287, *Preserve America*, GSA in consultation with the AKSHPO shall consult with the Developer to create publicly-exhibited interpretive materials to enhance and celebrate the public's appreciation of the history of the three affected buildings and their association with the pattern of residential development of Anchorage from Townsite to the present day, to promote the public's understanding of its historical use as family residences and for raising children, and increase the public awareness of children in residential life in early Anchorage..

- A. The GSA will work with the Developer, with input from the AKSHPO, to provide a publicly accessible permanent interpretive display within the Tundra Tykes Childcare Center, chronicling and describing its architecture, history, significance.
- B. Schedule of Interpretive Display Scope:
 - 1. The interpretive materials shall be produced by the Developer on at least two plaques, (measuring at least 24"x36"), with permanently imprinted glyphs, historic photographs and drawings, (at least four), and descriptive texts which illustrate early Anchorage residential life and childhood.
 - 2. Interpretive materials shall be provided in draft form for review and approval by the GSA and AKSHPO who shall have 30 days to review and provide comments on them prior to finalization and implementation by the Developer.

III. ARCHAEOLOGICAL RESOURCES

A. Preconstruction Investigation

Prior to carrying out ground-disturbing activities at the project development site, GSA shall ensure that the Developer contracts with a professional archaeologist:

1. To determine the archaeological potential of the project area to incur ground-disturbing activities, including basement, to contribute information important in historical documentation.

a. The archaeologist shall consult existing geo-technical site data to understand further the pre-residential occupation of the areas of the site that may be affected by ground disturbance.

b. The archaeologist shall conduct shovel probe tests in at least two locations on the project site to obtain data which might indicate the possible presence of archaeological resources.

B. GSA shall ensure that the Developer contracts with a qualified archaeologist to develop and implement an archaeological monitoring plan that reflects knowledge of the site from above historical research and test probes to outline the conduct of archaeological fieldwork during archaeological monitoring. The plan shall be consistent with the "*Secretary of the Interior's Standards and Guidelines for Archaeological Documentation*." The plan shall include and justify the following:

a. archaeological remains that may be found;

b. the types of remains that would be deemed to be significant according to National Register eligibility criteria and conversely insignificant;

c. how archaeological monitoring and other fieldwork will be carried out both independently and in concert with construction activities;

d. field techniques and post-fieldwork analyses;

e. report preparation including deadline;

f. provisions for the curation of archaeological materials and records, including discussion of the expected types of archaeological materials that would be deemed to be insignificant and those that could be disposed without long-term curation;

g. provisions for the discovery of unexpected archaeological remains. GSA shall provide a draft version of the Plan to the AKSHPO. This plan, its review, and finalization shall be completed prior to the conduct of ground disturbance on this site.

C. Construction Monitoring

1. GSA shall ensure that ground-disturbing activities at the Tundra Tykes Childcare Center site are monitored by the Developer in accordance with this MOA. Project personnel and the Developer's archaeologist shall work cooperatively and in concert to achieve both archaeological and construction goals. If archaeological discoveries, (e.g. historic glass, china, ceramics, and other cultural materials or human skeletal remains), are made during construction, the construction contractor shall temporarily stop construction, avoid harm to the discovery, and notify and consult with the monitoring archaeologist and GSA for advice on the best course of action and to enable the archaeologist to record a discovery. If there are differences regarding the conduct of archaeological work, GSA shall consult immediately with the AKSHPO for advice. In such case, all parties shall be mindful of the project construction schedules and work expeditiously.

2. If archaeological discoveries are made that require extended work stoppages, the archaeologist shall contact the GSA and the Developer. The GSA in consultation with the Developer shall have authority to stop work for extended periods. Upon notification by the archaeologist, the Developer shall order stop work and take all reasonable measures to avoid harm to the discovery. The GSA shall consult with the monitoring archaeologist and the AKSHPO to address the discovery in accordance with 36 CFR Section 800.13(b), (3) and (c).

D. Human Remains

Should human remains be encountered, work will be stopped at once in the locality and the GSA Regional Historic Preservation Officer, AKSHPO and the Alaska State Medical Examiner, per Alaska Statute:12.65.005, shall be contacted immediately. In addition, the Developer shall carry out their work in accordance with Alaska Statute: 11.46.482.

1. If Native American remains are encountered in excavations, the Developer and the GSA will follow NAGPRA regulations set forth in 43 CFR 10.
2. If the racial identity of any human remains is in question, an anthropologist experienced in the analysis of human remains shall examine them. The anthropologist shall be afforded no more than 30 days time to conduct his or her analysis.
3. If the remains appear recent in the judgment of the archaeologists, the Developer and GSA shall defer to the opinion of the AST and Alaska State Medical Examiner for a determination of whether the remains are of a forensic nature and /or subject to criminal investigation.
4. If NAGPRA does not apply, and a determination has been made by the AST and Alaska SME that a death investigation is not warranted, then the GSA, in consultation with the Alaska SME, will inform known descendants of the deceased. If no descendants are found, the remains shall be re-interred in a designated area.

E. Professional Qualifications

1. GSA shall ensure that all archaeological work pursuant to stipulation III, including research, plan development, construction monitoring, and other actions, is carried out by a professional historical archaeologist who meets the professional qualifications for archaeologists outlined in the "*Secretary of the Interior Standards and Guidelines for Archeology and Historic Preservation*" (48 FR 44739). Further, all work carried out pursuant to stipulation III shall be consistent with the "*Secretary of the Interior's Standards and Guidelines for Archaeological Documentation.*"

Name, address and telephone contact information for appropriate notification:

B Story Swett, AIA, RHPO
U.S. General Services Administration
Northwest/Arctic Region Headquarters
400 15th Street SW
Auburn, WA 98001
(253) 931-7796
(253t) 347-5962

Judith E. Bittner
State Historic Preservation Officer
Alaska State Department of Natural Resources
Division of Parks and Outdoor Recreation
Office of History and Archaeology
550 W. 7th Avenue Ste 1310
Anchorage, AK 99501-3565
(907) 269-8721

Rebecca R. Logan
President
Anchorage Historic Properties, Inc.
645 West 3rd Avenue
Anchorage, AK 99501
(907) 565-5640

IV. SUBMITTALS

- A. GSA has submitted and presented the proposed plan for the final proposed design plans to the AKSHPO.
- B. GSA will ensure that the construction documents, including the specifications, are developed in compliance with the proposed current design. Significant architectural design changes made between the proposed design phase and the completion of construction documents will be subject to review and comment by the Signatory.
- C. GSA will incorporate comments by Signatory wherever feasible. If GSA objects to the inclusion of any comments into these plans or other documents, GSA shall provide the Signatory with a written explanation of the reasons for its objection and initiate informal consultation with the AKSHPO and ACHP to resolve the objection. If GSA cannot reach an agreement with the parties it may request the ACHP's review of the dispute pursuant to Section VIII, Resolving Objections. Failure of the AKSHPO to provide written comments within the agreed upon time frame will not preclude GSA from proceeding with the development of the proposed design, project documents or authorizing construction in accordance with this MOA.

V. RESOLVING OBJECTIONS

- A. Should any party to this MOA timely object in writing to the manner in which the terms of this MOA are implemented, the GSA will immediately notify the other parties of the objection, request their comments on the objection within 15 days following receipt of the GSA's notification, and proceed to consult with the objecting party.
- B. If the objection is resolved during the consultation period, the GSA may proceed with the disputed action in accordance with the terms of such resolution.
- C. If after initiating such consultation, the GSA determines that the objection cannot be resolved through consultation, the GSA shall forward all documentation relevant to the objection to the ACHP, including the GSA's proposed response to the objection. Within 30 days after receipt of such documentation, the ACHP will exercise one of the following options:
 - 1. Advise the GSA that the ACHP concurs in the GSA's proposed response to the objection, whereupon the GSA will respond to the objection accordingly;

2. Provide the GSA with recommendations, which the GSA will take into account in reaching a final decision regarding its response to the objection; or
 3. Notify the GSA that the objection will be referred for comment pursuant to 36 CFR 800.7(a)(4) and proceed to refer the objection and comment. In this event, the GSA shall ensure that the Agency Official is prepared to take the resulting comments into account in accordance with 36 CFR 800.7(c)(4).
- D. Should the ACHP not exercise one of the above options within 30 days after receipt of all pertinent documentation; the GSA may assume the ACHP's concurrence in its proposed response to the objection.
 - E. The GSA shall take into account any ACHP recommendation or comment and any comments from the other parties to this MOA in reaching a final decision regarding the objection. The GSA's responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.
 - F. The GSA shall provide all parties to this MOA with a copy of its final written decision regarding any objection addressed pursuant to this stipulation.
 - G. The GSA may authorize any action subject to objection under this stipulation to proceed after the objection has been resolved in accordance with the terms of this stipulation.

VI. MONITORING

The AKSHPO may monitor any activities carried out pursuant to this MOA. GSA shall cooperate with the AKSHPO in carrying out these monitoring responsibilities.

VII. 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 AKSHPO may terminate this MOA.

VIII. TERMINATION

- A. Only the GSA and the AKSHPO, as Signatories may terminate this MOA. If this MOA is not amended the Signatory proposing termination shall in writing notify all other Signatories to this MOA, explain the reasons for proposing termination, and consult with the other Signatories up to 30 days to seek alternatives to termination. Should such consultation result in an agreement on an alternative to termination; the Signatories shall then proceed in accordance with the terms of that agreement.
- B. Should such consultation fail, the Signatory proposing termination may terminate this MOA by promptly notifying the other signatories to this MOA in writing. Termination hereunder shall render this MOA without further force or effect.
- C. If this MOA is terminated hereunder and if the GSA determines that the Undertaking will nonetheless proceed, then the GSA shall either consult in accordance with 36 CFR 800.6 to develop a new MOA or request the comments of the ACHP pursuant to 36 CFR Part 800.

D. This MOA and its stipulations are effective for the term of the GSA lease only.

IX. DURATION OF THIS MOA

The terms of this MOA should be satisfactorily fulfilled by March 01, 2008. 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.

X. EFFECTIVE DATE OF THIS MOA

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

Execution of this Memorandum of Agreement by the GSA and the AKSHPO, and implementation of its terms by the 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 that the GSA has taken into account the effects of the Undertaking on historic properties.

Memorandum of Agreement regarding The Development of the Tundra Tykes Childcare Center, Anchorage, Alaska

SIGNATORIES:

U.S. GENERAL SERVICES ADMINISTRATION
Jon R. Kvistad, Regional Administrator

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ALASKA STATE OFFICE OF HISTORY & ARCHAEOLOGY
Judith E. Bittner, State Historic Preservation Officer

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ANCHORAGE HISTORIC PROPERTIES, INC.
Rebecca R. Logan, President, AHP, Inc. Board of Directors

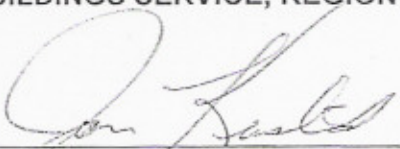
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**Memorandum of Agreement Regarding
The Development of the Tundra Tyke Childcare Center, Anchorage, Alaska**

SIGNATORY (1 of 3):

**U.S. GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE, REGION 10**

BY:



Jon R. Kvistad, Regional Administrator

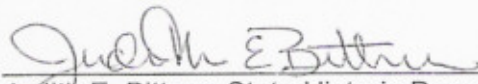
Date: 5/16/06

Memorandum of Agreement Regarding
The Development of the Tundra Tykes Childcare Center, Anchorage, Alaska

SIGNATORY (2 of 3):

ALASKA STATE OFFICE OF HISTORY & ARCHAEOLOGY
DEPARTMENT OF NATURAL RESOURCES

BY:



Judith E. Bittner, State Historic Preservation Officer

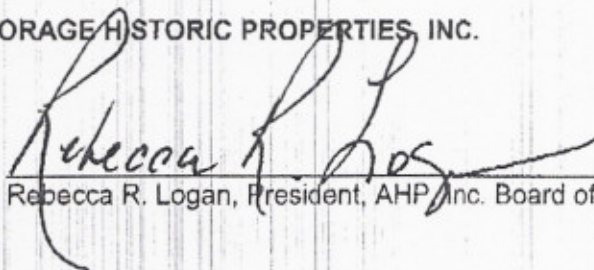
Date: May 22, 2006

Memorandum of Agreement Regarding The Development of the Tundra Tykes Childcare Center, Anchorage, Alaska

SIGNATORY (3 of 3):

ANCHORAGE HISTORIC PROPERTIES, INC.

BY:


Rebecca R. Logan, President, AHP Inc. Board of Directors

Date:

6/12/06