

MEMORANDUM OF AGREEMENT

**AMONG THE GENERAL SERVICES ADMINISTRATION,
THE U.S. MARSHALS SERVICE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SECURITY IMPROVEMENT PROJECT AT
THE FEDERAL BUILDING COURTHOUSE, LAWTON, OKLAHOMA**

WHEREAS, the General Services Administration (GSA) has determined the design and construction of the Security Improvement Project (GSA Project No. ROK95081) will have an effect upon the Federal Building Courthouse, a property that has been determined to be eligible for inclusion in the National Register of Historic Places and has consulted with 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; and

WHEREAS, the Oklahoma State Historic Preservation Officer has withdrawn from consultation and will not participate in the development or execution of this Agreement; and

WHEREAS, the U.S. Marshals Service (Marshals) has requested that GSA implement the Security Improvement Project in accordance with certain requirements, will participate in the development and review of plans for this project, and has been asked to execute this Agreement to fulfill its Section 106 responsibilities for the undertaking; and

WHEREAS, GSA, as the owner and manager of the Federal Building Courthouse, has agreed to act as the lead Federal agency and accept the responsibility to coordinate and complete the Section 106 review for this project;

NOW, THEREFORE, GSA, the Marshals, and the Council agree that the Security Improvement Project (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:

I. PROPERTY RECORDATION

GSA will consult with the Council to determine the appropriate level of documentation required for the Federal Building Courthouse. GSA shall ensure that the property, with specific emphasis on the areas to be altered, is documented in its existing condition prior to the start of construction in accordance with the recommendations of the Council.

II. DESIGN DEVELOPMENT AND REVIEW

A. Delineation of Significant and Non-Significant Zones

For purposes of this Agreement, GSA has delineated the Federal Building Courthouse into two zones: 1) The Significant Zone and 2) The Non-Significant Zone as set out in Exhibit 1. The Significant Zone includes the building exterior, the first floor lobby, all portions of the old Postal Lobby including those that have been converted into office spaces, the second floor Courtroom, and the second and third floor corridors. The Non-Significant Zone includes the areas that were not originally public spaces. Areas that have been specifically identified as Non-Significant Zones include Rooms 104, 202, 203, 205, and 206, the restrooms in the Jury Assembly area, the public restrooms located near the elevator on all three floors, and the basement. Room 104 may be treated as a Non-Significant Zone except for project activities that may effect the original Postal Lobby ceiling. GSA will retain all original or historic architectural features, finishes, and trim within the Non-Significant Zone, if feasible, and will carefully salvage any materials that must be removed pursuant to Stipulation III.

B. Plan Development and Review

1. The Undertaking will be carried out in accordance with the Preliminary Concept Plan dated October 10, 1995, and attached as Exhibit 2. GSA will ensure that the construction documents, including the specifications, and shop drawings (Project Documents) are developed in substantial compliance with the Preliminary Concept Plan. GSA will notify the Council of any modifications to the scope of the Preliminary Concept Plan and informally consult with the Council to consider the effect of these changes. GSA will consider any suggestions or recommendations provided by the Council regarding the modified scope of work in the development of the Project Documents. GSA will take all feasible measures to ensure that the Undertaking conforms to the recommended approaches set out in the Secretary of the Interior's **Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Standards)**, (1992), and the Secretary of Interior's **Standards for the Treatment of Historic Properties**, (1992). All plans, Project Documents, and shop drawings will be reviewed by GSA's Regional Historic Preservation Officer (RPO) prior to their submission to the Council to ensure conformance with this Agreement. GSA is not required to request the Council's review of project activities that the RPO has determined will only affect a Non-Significant Zone and will not be visible from a Significant Zone. GSA will provide the Council with the opportunity to review and comment on the Project Documents at the 100% plan development. GSA will provide the Council with shop drawings detailing the installation of the bullet resistant glass for review and comment as these documents become available. GSA will request the Council's review of shop drawings for architectural treatments that may affect the Significant Zones. GSA may request the Council's review of individual components of this overall undertaking and may authorize construction of that portion of the project when the review required by this Agreement has been completed for that component.

2. GSA will allow the Council 15 calendar days to review and comment on each submittal, but will cooperate with GSA to review documents. GSA may forward requests for the Council's review by hand delivery, through the U.S. mail, an overnight mail service, or the fax. The Council's review period will begin on the date the request and all supporting documentation is received by the Council. Any request that is transmitted by fax shall be backed-up with an original copy officially documenting the fax transmission. This original copy may be delivered by hand, the U.S. mail, or an overnight mail service. GSA shall incorporate comments by the Council into the Project Documents and shop drawings whenever feasible. If GSA objects to the inclusion of any comments into these plans, GSA shall provide the Council with a written explanation of the reasons for its objection and initiate informal consultation with the Council to resolve the objection. If GSA cannot reach an agreement with the parties, it may request the Council's review of the dispute pursuant to Stipulation VI. Failure of the Council to provide written comments within the agreed upon time frame will not preclude GSA from proceeding with the development of the Project Documents and shop drawings or authorizing construction in accordance with this agreement.

C. Specific Design Considerations

1. GSA and the Council have identified individual aspects of the Undertaking that are anticipated to affect character defining elements of the Federal Building Courthouse and have agreed to certain general treatments that are specifically described in this Stipulation. The parties recognize that additional security measures or alternative treatments may be proposed throughout design development and the finalization of the Project Documents. GSA will notify the Council as soon as possible when it becomes aware of a potential modification to the Preliminary Concept Plan or the architectural treatments outlined below, and will informally request the Council's advise to ensure that the modification conforms to the recommended approaches set out in the **Standards**. GSA will take all feasible measures to ensure that the design of these project components conforms to the **Standards** except as outlined below:

a. Windows and Bullet Resistant Glass (BRG): GSA will ensure that the design and attachment of the BRG panels over the designated windows will be done in a manner to minimize the effect of this treatment on the historic wood windows, trim, masonry surrounds, and interior plaster. These panels will be compatible with the design of the existing historic wood windows and are anticipated to be a single sheet of glass without a dividing bar. The BRG panels may be attached to the exterior or interior of the windows, and GSA will consult with the Council to select a design that protects the occupants of the building and minimizes damage to the historic windows and surrounding trim. The BRG panel will include weep holes and air vents to dissipate or reduce condensation between the window and the BRG panel.

b. Sally Port: GSA will construct a Sally Port at the rear of the Federal Building Courthouse and attach it to the old mailing platform. The Sally Port will be a one story

addition that will accommodate two parked vehicles but will not extend beyond the north wall of the Federal Building Courthouse. Alternatively, the Sally Port may be constructed below grade at the rear of the building with an access ramp along the northern facade. The height of this excavated structure will not exceed the floor level of the first floor, and its roof will be designed to accommodate an exterior terrace for the Federal Building Courthouse. It will be necessary to modify the existing mailing platform, remove the freight elevator, install a passenger elevator, and upgrade the surrounding wall and floor finishes for access from the Sally Port to the building. The exterior design and materials, including finishes, texture, detailing, and color, will be compatible with the historic Federal Building Courthouse.

c. Second Floor Corridor: GSA plans to construct a secured doorway in the second floor corridor to separate the public areas and the non-public areas including the detention cells, the Marshal's Office, and the Judge's Chamber. This secured doorway will be designed to be compatible with the historic character of the corridor and to minimize damage to the historic finishes and architectural elements.

d. Courtroom Carpet: GSA anticipates that the scope of work for the undertaking will include the installation of carpet in the Courtroom over the existing cork floor. GSA recognizes that the cork flooring is a character defining element of the Courtroom, and will take all feasible measures to avoid the direct application of glue on the cork and to ensure that the installation of this carpet will not permanently damage the cork flooring.

e. New Entry Doors and Vestibules: GSA plans to install new entry doors at all entries and a vestibule at the main public entry on the southwest corner of the first floor. This area was modified in 1964 when the original doors were removed and replaced with aluminum doors and the vestibule was demolished. The reconstructed vestibule may be larger than the original space but will not extend beyond the plaster wall encasing the adjacent staircase.

f. Window Repairs and Exterior Painting: GSA may determine to perform certain repairs and repainting of the wood windows. Unless all exterior windows will be repainted, GSA will ensure that the paint matches the existing color of the windows. GSA's RPO shall ensure that all plans and specifications for window repairs and repainting conforms to the **Standards**. The Council is not required to review such plans and specifications unless GSA's RPO determines that more than 20% of the sills or lower window sash pieces need to be repaired or replaced.

g. Courtroom Lighting: The existing Courtroom lighting fixtures may be retrofitted to produce more light through the addition of a canopy at the ceiling to contain additional wires and ballast. If GSA's RPO determines that the final design requires modifications beyond those anticipated in this Agreement, GSA will forward plans and specifications to the Council for review and comment.

h. Security Cameras: GSA plans to install security cameras on the exterior and interior of the Federal Building Courthouse. All attachments to the building's exterior or interior will be made to materials that do not contribute to the historic significance of the property or to materials that can be easily repaired, such as mortar joints or non-decorative plaster. GSA's RPO will review the plans for the location and attachment of the security cameras, but is not required to request the Council's review and comment unless this treatment may adversely affect historic materials.

i. Vaults: GSA may remove the vaults located in the second floor offices.

C. Alternative Review Procedures

If Council staff is unavailable to review plans or documents required by this Agreement in the time frames provided because of a shut down of nonessential government operations or Council staff furloughs, GSA will document its attempt to contact the Council to request its review and comments. During this time period GSA's RPO shall review any plans that must be approved before the Council's offices are reopened following the shut down or furloughed staff return to work. If the RPO determines that the proposed work conforms to the **Standards**, the RPO may authorize the work. If the RPO determines that the proposed work does not conform to the **Standards**, the RPO will consult further with the project manager, other GSA staff, and the Marshals, if appropriate, to determine if alternative designs that conform to the **Standards** are feasible. The RPO may authorize work that does not conform to the **Standards**, but will attempt to coordinate such decisions with the Council as soon as possible after the Council's offices have reopened. GSA will notify the Council in writing regarding all work that was authorized by GSA's RPO during a governmental shut down or Council staff furlough.

D. Subsequent Reviews to Remove Alterations

GSA will initiate consultation with the Council within 60 days after completion of the McVeigh and Nichols Trial at the Federal Building Courthouse to establish a time frame for the removal of the Bullet Resistant Glass and certain of the other modifications authorized by this Agreement. The Council recognizes that the Sally Port, alterations within the Non-Significant Zones, and other modifications may be difficult or undesirable to remove and will consider these features in this post-trial consultation.

III. ARCHITECTURAL SALVAGE

GSA shall salvage all original architectural features and elements that will be removed to allow for construction of the Undertaking. GSA may consult with the Council to identify these items. Additionally, GSA shall ensure that the salvaged items are documented, cataloged, and removed in a manner that minimizes damage, and that all items are stored appropriately in the building until reuse. The parties recognize that historic plaster cannot be effectively salvaged and reused and GSA is allowed to demolish and dispose of any plaster walls, with the exception of historic wood or marble trim or architectural features, as determined through the review procedures established in Stipulation II.

IV. DISCOVERIES

If it appears that the implementation of this Undertaking will affect a previously unidentified property that may be eligible for inclusion in the National Register of Historic Places or affect a known historic property in an unanticipated manner, GSA shall stop construction in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the property until GSA concludes consultation with the Council. If the newly discovered property has not previously been included in or determined eligible for the National Register, GSA may assume that the property is eligible for purposes of this agreement. GSA will notify the Council at the earliest possible time and consult to develop actions that will take the effects of the Undertaking into account. GSA will notify the Council of any time constraints, and GSA and the Council will mutually agree upon time frames for this consultation. Following this consultation, GSA will provide the Council with written recommendations that take the effect of the Undertaking into account. If the Council does not object to GSA's recommendations within the agreed upon time frame, GSA will modify the scope of work as necessary to implement the recommendations.

V. PUBLIC OBJECTIONS

At any time during the implementation of the measures contained in this Agreement should an objection to any such measure or the manner in which it is implemented be raised by a member of the public, GSA shall consult with the objecting party and the Council, as to address the objection.

VI. DISPUTE RESOLUTION

Should the Council object within the time frames provided by this agreement to any plans, specifications, or other documentation provided for review, GSA shall consult with the Council to resolve the objection. If GSA determines that the objection cannot be resolved, GSA shall forward all documentation regarding the dispute to the Council. Within 30 days of receipt of the documentation, the Council will either (1) provide GSA with recommendations which GSA will take into account in reaching a decision on the dispute, or (2) notify GSA that it will comment pursuant to 36 CFR Part 800.6(b), and proceed to comment. Any Council recommendation or comment will be understood to pertain only to the dispute, and GSA's responsibility to carry out all actions under this agreement that are not the subject of the dispute will remain unchanged.

VIII. FAILURE TO COMPLY WITH AGREEMENT

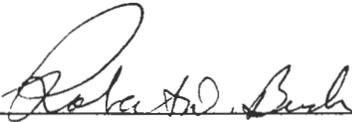
In the event that GSA is unable to carry out the terms of this agreement, it will notify the Council and consult to determine if amendments are necessary. If GSA does not carry out the terms of the agreement, GSA will not take or sanction any action or make any irreversible commitment that would result in an adverse effect to the Federal Building Courthouse or that would foreclose the Council's consideration of modifications or alternatives to the Undertaking.

IX. AMENDMENTS

If any of the parties to this agreement believes that the terms of the agreement cannot be carried out, or that an amendment to its terms is required, that signatory shall immediately notify the other signatories and GSA will initiate consultation in accordance with 36 CFR Part 800.5(e)(5) to consider such an amendment.

EXECUTION OF THIS MEMORANDUM OF AGREEMENT and implementation of its terms evidence that GSA and the U.S. Marshal Service has afforded the Council an opportunity to comment on the design and construction of the Security Improvement Project and its effects on historic properties, and that GSA has taken into account the effects of the undertaking on historic properties.

Advisory Council on Historic Preservation

By:  Date 10/27/95
Robert D. Bush, Executive Director

**General Services Administration
Public Buildings Service**

By:  Date 10/24/95
Judy Parrell, Portfolio Manager and
Regional Historic Preservation Officer

By:  Date 10/24/95
Earl W. Eschbacher, Jr., Assistant Regional Administrator

U.S. Marshals Service

By:  Date 10/25/95
Keith Hurley, Space Management