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**MEMORANDUM OF AGREEMENT
AMONG
THE UNITED STATES GENERAL SERVICES ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE DISTRICT OF COLUMBIA HISTORIC PRESERVATION OFFICE,
THE NATIONAL CAPITAL PLANNING COMMISSION,
AND
THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY,
REGARDING THE
DEVELOPMENT OF THE UNITED STATES COAST GUARD HEADQUARTERS
AT ST. ELIZABETHS NATIONAL HISTORIC LANDMARK,
WASHINGTON, DC**

This Memorandum of Agreement ("MOA") is made as of this th18 day of December 2009, by and among the United States General Services Administration ("GSA"), the Advisory Council on Historic Preservation ("ACHP"), the District of Columbia Historic Preservation Office ("DCHPO"), the National Capital Planning Commission ("NCPC"), and the United States Department of Homeland Security ("DHS") (all referred to collectively herein as the "Signatories" or individually as a "Signatory" or as the "Parties" or individually as a "Party"), pursuant to Sections 106 and 110 of the National Historic Preservation Act ("NHPA"), 16 U.S.C. §§ 470f and 470h-2(f), and the Section 106 implementing regulations at 36 C.F.R. Part 800 and pursuant to the Programmatic Agreement ("PA") (Exhibit 0) among GSA, ACHP, DCHPO, the United States Federal Highway Administration ("FHWA"), NCPC, and DHS Regarding the Redevelopment of St. Elizabeths National Historic Landmark, Washington, DC, dated December 9, 2008, which contemplated a multi-phased redevelopment project and the execution of one or several separate Memoranda of Agreement ("MOAs") per 36 C.F.R. § 800.6, of which this is the first, for Phase I ("Phase I"), of which the undertaking in this MOA is a part; and

WHEREAS, the purpose of this MOA is to ensure continued compliance with NHPA, including Sections 106 and 110(f), whereby GSA shall carry out consultation for each phase of development and, prior to any effort that may directly or adversely affect the Site (hereinafter defined) shall to the maximum extent possible, undertake planning and actions as may be necessary to minimize harm while satisfying the programmatic requirements of DHS and shall afford the DCHPO, ACHP, and Consulting Parties a reasonable opportunity to comment, respectively; and

WHEREAS, St. Elizabeths ("St. Elizabeths") is located in the Southeast quadrant of Washington, D.C. ("D.C.") and includes the 176-acre West Campus ("West Campus") and an adjacent 173-acre East Campus, ("East Campus") (Exhibit 1; St. Elizabeths Regional Plan). The West Campus is under the control and jurisdiction of GSA, with the exception of approximately six and one-half (6.5) acres currently owned by the D.C. Government but subject to an Exchange Agreement pursuant to The Federal and District of Columbia Real Property Act of 2006 (PL 109-396) (the "Exchange Agreement") between GSA and the D.C. Government concluded on January 17, 2008, and a Right of Entry Agreement between GSA and the D.C. Government dated July 29, 2009, permitting GSA to access and construct upon such six and one-half (6.5) acre area, which includes that area intended to accommodate the United States Coast Guard ("USCG") Headquarters ("USCG Headquarters") facility; and

WHEREAS, GSA proposes to develop a 30.91 acre site (the "Site") (Exhibit 2) within the West Campus for the new USCG Headquarters, which includes construction of a 1.2 million gross square feet ("GSF") facility; an approximately 850,000 GSF Parking Garage ("Parking

52 Garage"); site work within the LOD (as is later defined herein), protection and rehabilitation of
53 cultural landscape features; and the security perimeter in the vicinity of the Cemetery
54 ("Cemetery"), herein referred to as the Undertaking ("Undertaking").
55

56 WHEREAS, GSA has determined the Area of Potential Effect ("APE") (Exhibit 3) as
57 defined in 36 C.F.R. § 800.16(d) for the Undertaking includes both physical and visual areas; and
58

59 WHEREAS, GSA has applied the Criteria of Adverse Effect (36 C.F.R. § 800.5(a)(1)) and
60 has found that the Undertaking shall have an adverse effect on the St. Elizabeths NHL ("National
61 Historic Landmark"); and
62

63 WHEREAS, GSA notified DCHPO and ACHP of its adverse effect determination for this
64 Undertaking in accordance with the PA, and GSA has continued its ongoing consultation with
65 DCHPO, ACHP and Consulting Parties to fulfill GSA, DHS and NCPC obligations under NHPA;
66 and
67

68 WHEREAS, to complete the Undertaking, GSA and DHS have entered into ten-year
69 preliminary Occupancy Agreements (OA) for Phase I of the project prior to occupancy of the Site
70 and are reviewing additional preliminary OAs for future phases wherein DHS shall occupy the
71 West Campus of St. Elizabeths together with the North Campus Parcel of the East Campus
72 creating a high-security Interagency Security Committee (ISC) Level 5 facility that meets DHS'
73 program and functional requirements consistent with the Master Plan; and
74

75 WHEREAS, the Undertaking contemplated by this MOA is part of a larger undertaking,
76 addressed in the PA and the Master Plan, which proposes GSA's redevelopment of the
77 remainder of the West Campus and a portion of the East Campus for use as a high-security
78 federal campus for the DHS Headquarters, and FHWA's and GSA's implementation of certain
79 new roadway and interchange construction within portions of United States National Park
80 Service ("NPS") parkland known as Shepherd Parkway ("Shepherd Parkway"), to provide ingress
81 and egress to the West Campus; and
82

83 WHEREAS, GSA submitted the final Master Plan to NCPC and the U.S. Commission of
84 Fine Arts (CFA) on November 10, 2008 and approval was granted on November 20, 2008 by
85 CFA and on January 8, 2009 by NCPC at their regularly scheduled meetings; and
86

87 WHEREAS, the components of DHS to be housed at St. Elizabeths, which shall achieve
88 the DHS co-location requirement of 4.5 million GSF of office space to house 14,000 DHS
89 employees plus 1.5 million GSF of parking to provide 3,594 employee spaces and 640 visitor
90 and official vehicle spaces, by utilizing both the West Campus and a portion of the East Campus
91 of St. Elizabeths, are those included in the DHS National Capital Region Housing Plan and as
92 set forth in the Master Plan; and
93

94 WHEREAS, in accordance with Section III.B (Modifications to Master Plan) of the PA,
95 GSA, through the ongoing Section 106 process, and in response to the conditions set forth by
96 NCPC in January 2009, has refined the Master Plan in an effort to minimize and/or mitigate the
97 adverse effects of this Undertaking on the West Campus, including revising the design of the
98 USCG Headquarters (Section II.B.1), reducing the above-grade height of the Parking Garage
99 (Section II.B.1.a), relocating the security perimeter in the vicinity of the Cemetery (Section II.B.2),
100 and reconfiguring the roadway and circulation system to the southwest of the USCG
101 Headquarters (including the proposed loss of a former right-of-way, which is a Contributing

102 Landscape Feature) to accommodate the revised footprint of the USCG Headquarters, all of
103 which are reflected in the final USCG Design Approval Submission Package (Exhibit 4); and
104

105 WHEREAS, the final USCG Design Approval Submission Package was reviewed by the
106 Consulting Parties and it was agreed that the content of this submission reflects the
107 modifications to the Master Plan and other agreements reached in consultation for this
108 Undertaking; and
109

110 WHEREAS, GSA acknowledges that future phases of the larger redevelopment outlined
111 in the PA may require further refinements to the Master Plan and that those refinements shall be
112 addressed in ongoing consultation relative to the particular undertaking being considered and
113 from which the modification is resulting; and
114

115 WHEREAS, GSA has identified in accordance with 36 C.F.R. § 63.2 the existing
116 contributing landscape features ("Contributing Landscape Features") (Exhibit 5) on the Site that
117 contribute to the character and significance of the NHL and proposes to retain, to the maximum
118 extent possible, Contributing Landscape Features and to otherwise be guided by landscape
119 restoration, treatment and maintenance guidelines outlined in the *Preservation, Design &*
120 *Development Guidelines* ("Design Guidelines"), the Cultural Landscape Report ("CLR") and the
121 associated Historic Landscape Preservation Treatment and Management Plan ("Landscape
122 Preservation Management Plan") (Exhibit 6) currently in development; and
123

124 WHEREAS, GSA completed Phase I and II archaeological surveys, *Phase I*
125 *Archaeological Survey of Portions of St. Es West Campus* (Exhibit 7), and *Phase II National*
126 *Register of Historic Places ("NRHP") Evaluation of Two Archaeological Sites at St. Elizabeths*, on
127 which the DCHPO concurred, as part of a phased approach to the identification and evaluation of
128 archaeological resources, pursuant to 36 C.F.R. § 800.4(b)(2), and to the application of the
129 criteria of adverse effect, pursuant to 36 C.F.R. § 800.5(a)(3), as appropriate; and
130

131 WHEREAS, because the Site, as part of a larger undertaking per the PA, is large and
132 development at St. Elizabeths shall occur in phases, and predevelopment activities may include
133 excavation of soil and other ground-disturbing activities, the Signatories agree that a flexible
134 phased approach to the identification and evaluation of archaeological resources, pursuant to 36
135 C.F.R. § 800.4(b)(2), and to the application of the criteria of adverse effect, pursuant to 36 C.F.R.
136 § 800.5(a)(3) is appropriate, and;
137

138 WHEREAS, GSA, as property owner and lead agency for this Undertaking, is responsible
139 for the maintenance, upkeep and ongoing protection of the Site throughout redevelopment and in
140 perpetuity as long as the Site remains in its control and jurisdiction *provided that* if GSA proposes
141 to transfer the Site or any portion thereof to any non-federal entity, such an undertaking would be
142 subject to the provisions of 36 C.F.R. Part 800; and
143

144 WHEREAS, the PA sets forth certain conditions for the undertaking mandating that
145 Phase I construction could commence only if such conditions are satisfied, which conditions
146 apply to the Undertaking contemplated in this MOA, and which conditions have been satisfied to
147 the degree set forth as follows:
148

149 (a) "The Council of the District of Columbia approves the East Campus
150 Redevelopment Framework Plan," which occurred on December 16, 2008, (PR 17-
151 1154);
152

153 (b) (i) **"GSA documents that those portions of Shepherd Parkway required for**
154 **implementation of Phase II of the Undertaking are available for use;"** On October
155 29th, 2009, FHWA concluded in its Supplemental Section 4(f) Evaluation (Exhibit 8) that
156 "there is no reasonable and prudent alternative to the location of the Malcolm X/I-295
157 Interchange modification and the access road across a portion of the Shepherd Parkway
158 and the St. Elizabeths West Campus. It is required that the design and construction shall
159 include all possible planning to minimize harm to the 4(f) resources resulting from such
160 use. Therefore, FHWA authorizes the use of these section 4(f) properties contingent on
161 its review and approval of the design and related contract provisions;" (Exhibit 8); and
162

163 (ii) **"Verifies that there has been final determination by FHWA, pursuant to Section**
164 **4(f) of the Department of Transportation Act of 1966 that that land may be used for**
165 **the Undertaking;"** on November 6, 2009, (Exhibit 8) consistent with the Section 4(f)
166 process coordination, FHWA submitted the Supplemental Section 4(f) Evaluation,
167 including the conclusion and contingencies noted above, to the Department of the
168 Interior for a 45-day comment period and for action by FHWA not sooner than 15 (fifteen)
169 days following the comment period pursuant to 23 C.F.R. § 774.5 ; and
170

171 (iii) **"Further that GSA and FHWA initiate Section 106 for roadway design and**
172 **construction as set forth in Stipulation III.A.2 the PA,"** which initiation occurred on
173 October 9, 2009; and
174

175 (c) **"GSA verifies that it has submitted a Phase II prospectus authorization and**
176 **funding request to Congress, consistent with federal requirements, which includes**
177 **significant rehabilitation of buildings and landscapes as shown in Phase II of the**
178 **Master Plan,"** which Congressional authorization and appropriations for Phase II design
179 have been received, and which include significant rehabilitation of buildings and
180 landscapes as shown in the Master Plan; and
181

182 WHEREAS, FHWA issued an initial Section 4(f) Evaluation in December 2008 (Included
183 in Exhibit 8) in which "FHWA authorizes use of [Shepherd Parkway and the West Campus] for
184 the transportation purposes [required for West Campus access]" and concluded that "there is no
185 feasible and prudent alternative to the location of the Interchange modification and the access
186 across a portion of the Shepherd Parkway and the St. Elizabeths West Campus"; and
187

188 WHEREAS, on June 16, 2009, in a letter from the District of Columbia Department of
189 Transportation ("DDOT") to FHWA (Exhibit 9), DDOT concurred [with FHWA] current
190 transportation facilities are inadequate to accommodate the necessary and desired build out of
191 the St. Elizabeths Campus, and that access from the western edge of the campus from the I-295
192 corridor is essential, as existing access from the Martin Luther King Junior Avenue corridor is not
193 feasible to fully accommodate needs. *Further provided that* DDOT concurred in their letter that
194 an access road along the Shepherd Parkway alignment is needed to accommodate
195 transportation access to the West Campus; and
196

197 WHEREAS, in a letter from FHWA to GSA, dated September 1, 2009 (Exhibit 10), FHWA
198 concluded that, based on analysis and coordination, there are "no prudent and feasible
199 alternatives to using portions of Shepherd Parkway and the West Campus for the interchange
200 modification and access road" to support future phases subsequent to Phase I of the DHS
201 Headquarters Consolidation, and continues..."With this conclusion, FHWA can also conclude that
202 a portion of Shepherd Parkway can be utilized for transportation improvements to provide access
203 to St. Elizabeths West Campus;" and

204
205 WHEREAS, FHWA in its September 1, 2009, letter to GSA, stated that "before FHWA
206 can issue a Final Section 4(f) Evaluation, we must also conclude that all possible planning has
207 been done to minimize harm to Shepherd Parkway and St. Elizabeths. GSA...has initiated
208 consultation for the Malcolm X/I-295 Interchange and access road to the West Campus. GSA
209 and FHWA shall continue to work with Section 106 Consulting Parties to review and further
210 develop designs to incorporate measures to minimize and mitigate harm to Shepherd Parkway
211 and St. Elizabeths, ultimately culminating in a Section 106 Memorandum of Agreement," and
212

213 WHEREAS, FHWA has continued coordination with the National Park Service ("NPS")
214 regarding planning and design of the Interchange and access road within the Shepherd Parkway
215 to evaluate avoidance alternatives, and measures to minimize harm and, between March and
216 December of 2009, a series of consultation and coordination meetings were held among NPS,
217 FHWA, GSA and DHS, focusing on prudent and feasible avoidance alternative analysis and
218 planning to minimize harm. *Provided that* consultation coordination with NPS included office and
219 site meetings, work sessions, and a joint Section 106 Consulting Parties/NPS Section 4(f) issues
220 workshop held on October 21, 2009; and
221

222 WHEREAS, FHWA released its National Environmental Policy Act Supplemental
223 Transportation Analysis documentation as part of FHWA adoption of GSA's Final Environmental
224 Impact Statement ("FEIS") for the Department of Homeland Security Headquarters Consolidation
225 at St. Elizabeths Malcolm X/Interstate 295 Interchange for public comment on November 22nd,
226 2009; and
227

228 WHEREAS, concurrent with Section 4(f) coordination with NPS, GSA has, in accordance
229 with the PA, provided a preliminary overview of location and design alternatives in the context of
230 Section 106 consultation with the St. Elizabeths Consulting Parties regarding Shepherd Parkway
231 and its coordination with FHWA, NPS and DHS regarding prudent and feasible alternatives,
232 including five iterative presentations related to the transportation use; *Provided further that*
233 following execution of this MOA, which allows for Construction Commencement (as is later
234 defined herein), Section 106 consultation shall continue for Phase II, as defined in the PA,
235 transportation improvements affecting Shepherd Parkway and the West Campus, with the
236 anticipated outcome of a signed Section 106 Memorandum of Agreement for such
237 Improvements; and
238

239 WHEREAS, a design prospectus for \$24,900,000 for the USCG Headquarters at St.
240 Elizabeths was authorized by the Senate on July 20, 2005, authorized by the House on October
241 26, 2005, and appropriated by PL 109-115 on November 30, 2005; and
242

243 WHEREAS, \$13,095,000 was appropriated for infrastructure work on St. Elizabeths by
244 PL 109-115, passed on November 30, 2005, and \$6,444,000 was appropriated for infrastructure
245 work on St. Elizabeths by PL 110-5, passed on February 15, 2007, and all federally owned
246 structures on the West Campus have been stabilized and secured in accordance with the
247 Secretary of the Interior's Standards by GSA as part of the master planning process and in
248 accordance with Section 110(f) of the NHPA; and
249

250 WHEREAS, under PL 110-309, the Consolidated Security, Disaster Assistance, and
251 Continuing Appropriations Act, 2009, DHS was appropriated \$97,500,000 for the design and
252 construction of tenant improvements for the new USCG Headquarters on September 30, 2008;
253 and

254 WHEREAS, on February 17, 2009, the American Recovery and Reinvestment Act
255 ("ARRA")(PL 111-5) appropriated \$200,000,000 to DHS and, pursuant to the Joint Explanatory
256 Statement of the Committee of the Conference, H. Rep. 111-16, \$450,000,000 to GSA for a total
257 of \$650,000,000 in ARRA funding for the DHS Headquarters Consolidation Project; and
258

259 WHEREAS, on March 11, 2009, PL 111-8 (Omnibus 2009 Appropriations Bill)
260 appropriated \$346,639,000 for the DHS Headquarters Consolidation Project; and
261

262 WHEREAS, to respond to deadlines associated with the ARRA, GSA has set forth a
263 timeline for commencing construction on this Undertaking, which is ultimately to be initiated by
264 the issuance of a Full Notice to Proceed to GSA's Design Builder, Clark Design-Build, that shall
265 begin with excavation activities on the Site, ("Construction Commencement"), which Full Notice
266 to Proceed is anticipated following review and approval of the USCG Headquarters design
267 (Exhibit 4) by NCPC and CFA (November 2009), *provided that*, Clark Design-Build was issued
268 an Administrative Award on August 14, 2009, and a Notice to Proceed for Design on September
269 24, 2009; and
270

271 WHEREAS, pursuant to the PA and concurrence granted by the DCHPO and verbal
272 agreement in consultation with NCPC staff, as is described further hereinafter, GSA's demolition
273 contractor has abated and demolished the Warehouse and Warehouse Annex (Buildings 118
274 and 118A, respectively), Storage Shed (Building 11), Mechanical and Electrical Shops (Building
275 12), Tool House (Building 53) and the Locomotive House (Building 55); and
276

277 WHEREAS, in accordance with the PA, GSA also notified the DCHPO and NCPC and
278 received concurrence to commence related post-demolition activities including: removal of the
279 Butler Storage Building (Building 130), which has been removed; soil erosion control; installation
280 of temporary fencing; installation of dewatering pipes; creation of a sediment pond; mobilization
281 (installation of a temporary contractor trailers); and vertical sheeting (for site stabilization); and
282 the creation of a temporary construction road connecting the Firth Sterling Avenue access to the
283 Site (Exhibit 11); and
284

285 WHEREAS, consistent with the aforementioned notification and concurrence procedures,
286 prior to issuing a Full Notice to Proceed, GSA shall first issue a limited notice to proceed for
287 temporary and reversible Pre-Construction activities to Clark Design-Build on or about January
288 15, 2010, to allow Clark to begin implementing (i) erosion and sedimentation control; (ii) storm
289 water management measures; (iii) temporary construction fencing; (iv) a temporary construction
290 road connecting the Firth Sterling access to the site of the new USCG Headquarters; and (v)
291 clearing and grubbing of existing plant material in the non-historic invasive growth area covering
292 the temporary access road and the surrounding slope on which buildings 118 and 118A were
293 situated (all of the foregoing are collectively referred to herein as "Pre-Construction Activities");
294 and
295

296 WHEREAS, the footprint of the new USCG Headquarters and the area immediately
297 surrounding the footprint (See Section I.C.7, "Construction Staging Plan") are designated as 'limit
298 of disturbance' ("LOD") areas (Exhibit 2). These Pre-Construction Activities are limited to
299 temporary and reversible measures that shall have no adverse effect on historic properties; and,
300

301 WHEREAS, in accordance with Section III.C.1.a of the PA, GSA defined, in
302 correspondence to the DCHPO dated July 31, 2009, that the demolition of Contributing Buildings
303 53 and 55, as presented in the Master Plan, would result in an adverse effect and that this effect
304 would be mitigated by documentation of these buildings to the standards of the Historic American

305 Buildings Survey ("HABS") and provided further that in correspondence dated August 3, 2009,
306 the DCHPO concurred with these demolitions, together with demolitions of non-contributing
307 buildings 118, 118A, 11, and 12, noting the requirement to avoid adverse effects to
308 archaeological resources and referring the matter to the DCHPO archaeologist. On August 5,
309 2009, the DCHPO archaeologist concurred, noting that the PA included an Unanticipated
310 Discoveries clause (Section "H," Exhibit 14 of the PA) should it be needed; and
311

312 WHEREAS, in accordance with Section III.C.1.a of the PA, GSA determined, in
313 correspondence to the DCHPO dated July 31, 2009, that the above outlined post-demolition,
314 Pre-Construction Activities, including soil erosion control, temporary fencing, dewatering pipes, a
315 sediment pond, mobilization and vertical sheeting would not have an adverse effect on historic
316 resources, to which the DCHPO, after consulting with GSA and the D.C. Department of
317 Transportation ("DDOT"), concurred, in correspondence dated August 3, 2009; DCHPO
318 concurrence regarding construction of the aforementioned temporary access road to mobilize
319 staging and conduct erosion control was received in correspondence dated September 25, 2009
320 (Exhibit 12); and
321

322 WHEREAS, pursuant to 36 C.F.R. § 800.3(f), GSA identified and consulted with, in
323 addition to the Signatories identified above, the following Consulting Parties: Advisory
324 Neighborhood Commissions 8A, 8B, 8C, 8D, and 8E, American Society of Landscape Architects,
325 Anacostia Historical Society, Brookings Institution, Committee of 100 on the Federal City,
326 Cultural Landscape Foundation, D.C. Preservation League, District of Columbia Office of
327 Planning, Friends of St. Elizabeths, Institute for Public Representation at Georgetown University
328 Law Center, National Association of Olmsted Parks, Medical and Professional Society of St.
329 Elizabeths Hospital, National Coalition to Save Our Mall, National Historic Landmark Stewards
330 Association, National Museum of Civil War Medicine, National Trust for Historic Preservation,
331 Office of Councilmember Marion Barry, Representative Eleanor Holmes Norton, St. Elizabeths
332 Hospital (DC Department of Mental Health), U.S. Commission of Fine Arts, U.S. Department of
333 the Interior, U.S. National Park Service, (referred to collectively herein as the "Consulting
334 Parties"); and
335

336 WHEREAS, GSA submitted the Master Plan on November 10, 2008, to NCPD, for that
337 agency's consideration at the January 8, 2009, NCPD meeting during which the Master Plan was
338 approved subject to certain requirements to be fulfilled prior to commencement of construction to
339 implement Phase I of the Master Plan, provided that GSA has fulfilled the necessary NCPD-
340 imposed requirements to be accomplished prior to commencement of construction for this first
341 component of Phase I of the Master Plan; and
342

343 WHEREAS, GSA has submitted, in accordance with the 60-day submission requirement
344 requested by NCPD for this Undertaking, the Design Approval Submission Package to NCPD on
345 November 6, 2009, for consideration at the January 7, 2010, NCPD meeting; and
346

347 WHEREAS, CFA approved the Master Plan on November 20, 2008, and reviewed and
348 approved, with conditions, the November 5, 2009, Design Approval Submission Package for this
349 Undertaking at its November 19, 2009 meeting (Exhibit 13); and
350

351 WHEREAS, in connection with GSA's statutory compliance related to the presence of
352 bald eagles occupying a nesting territory within the Shepherd Parkway property adjacent to the
353 Site, on March 16, 2009, the United States Fish and Wildlife Service ("FWS") issued a letter
354 (submitted in accordance with the provisions of the Bald and Golden Eagle Protection Act (§16
355 U.S.C. 668-668c)) successfully finalizing GSA's compliance for the proposed Undertaking

356 (Exhibit 14), stating that FWS "is in agreement with the proposed plan ["Alternative 5" for the
357 DHS Headquarters Consolidation at the St. Elizabeths Campus, as also approved by NCPD on
358 January 8, 2009], clearing and fence construction outside the nesting season (December 15 to
359 June 15) and elimination of the southern hellpad. By implementing these measures the bald
360 eagle[s] will continue to use their current nesting territory despite minor modifications to the nest
361 protection buffer." *Provided further* that the activities set forth in this MOA related to the
362 Undertaking are consistent with Alternative 5 and FWS' approval; and
363

364 WHEREAS, GSA shall continue to provide an opportunity for public involvement in the
365 development of future Undertakings of the project in accordance with the PA and 36 C.F.R. §
366 800.2(d) and § 800.6(a)(4); and
367

368 NOW THEREFORE, the Signatories agree that the Undertaking shall be implemented in
369 accordance with the following stipulations ("Stipulations") in order to take into account the effect
370 of the Undertaking on Contributing Buildings and Historic Landscape Features.
371

372 **STIPULATIONS**

373 GSA shall ensure that the following measures are carried out:
374

375 **I. GENERAL REQUIREMENTS**

376 **A. GOVERNING DOCUMENTS**

377 GSA shall ensure that the Undertaking shall be carried out in compliance with the
378 Stipulations set forth in this MOA, with the goal that development of the Site shall be
379 compatible with its historic character and exceptional significance balanced with meeting the
380 programmatic, security, functional and operational needs of DHS. As set forth in more detail
381 below, GSA shall ensure that the development is carried out in accordance with the Master
382 Plan, the Preservation Design and Development Guidelines, the Landscape Preservation
383 Treatment and Management Plan, the Archaeological Resources and Site Management
384 plans, and the Secretary of the Interior's Standards ("Governing Documents,") and in
385 consultation with DCHPO and ACHP and Consulting Parties, as described in detail below.
386
387
388

389 **B. MAINTENANCE**

390 **1. Maintenance of Contributing Landscape Features:**

391 GSA is and shall be responsible for the ongoing stabilization, maintenance, upkeep
392 and protection of the Contributing Landscape Features on the Site in accordance with
393 the Maintenance Program and the National Capital Region PA which focuses on
394 routine, recurring repair and specific, agreed-upon, low-impact design solutions for
395 historic GSA properties.
396
397

398 **2. On-Site Monitoring:**

399 In addition to the NCR Regional Historic Preservation Officer ("RHPO") and the Asset
400 Manager ("Asset Manager") monitoring redevelopment of the Site, the full-time, on-
401 site GSA Site Manager ("Site Manager") and on-site Historic Landscape Architect
402 ("Landscape Architect") positions referenced in the PA shall be filled prior to USCG
403 tenant occupancy of the Site.
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405 **C. DESIGN REVIEW**

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1. Consultation

- a. Initiation: In accordance with Section III.C.1.b of the PA, GSA continued consultation for the redevelopment of St. Elizabeths since approval of the Master Plan in January 2009. Consultation for the development of the USCG Headquarters was initiated on October 9, 2008 (as Phase I of the Undertaking codified in the PA) and consisted of a series of regularly scheduled Consulting Party meetings; and
- b. Coordination: GSA, in accordance with Section III.C.1.a of the PA, coordinated with the DCHPO and the ACHP throughout the consultation process, outlining scope, establishing schedule and consultation procedures, and determining effects; and
- c. NCPIC and CFA Notification: GSA, in accordance with Section III.C.1.c of the PA, invited NCPIC and CFA to participate in this consultation and worked with both agencies to determine appropriate submittal dates for the final Design Approval Submission Package; and

2. Submissions

In accordance with Section III.C.2 of the PA, GSA carried forth the following practices and procedures for Submissions associated with this Undertaking:

- a. New Construction: Throughout the course of consultation, GSA and its design team presented concepts for the USCG Headquarters and its associated Parking Garage. The concepts were refined for each consecutive meeting in response to the consideration of comments received from the Consulting Parties. The progression of the design for both components, from the original massing presented in the Master Plan to the final concept approved in consultation, is illustrated in the consultation history posted to the project website (www.stelizabethswestcampus.com), which includes the standard series of building plans, elevations, sections, renderings and visual studies comprising each concept submission;
- b. Rehabilitation: Given that this Undertaking shall not affect Contributing Buildings or other built resources, design submissions, review and/or consultation for rehabilitation work was not necessary.
- c. Site Work Within the LOD:

Construction: Recognizing that site work associated with the construction of the USCG Headquarters, the Parking Garage, the security perimeter in the vicinity of the Cemetery, and the reconfiguration of the roadway and circulation system to the southwest of the headquarters site, would affect contributing landscape features, GSA worked with a professionally qualified team to document the anticipated levels of disturbance and identify potential effects of construction on these resources. The methodology for identifying resources affected was reviewed and commented on in consultation by the Signatories and the Consulting Parties to ensure consistency with the Cultural Landscape

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Report ("CLR"), developed as part of the master planning effort, and other Governing Documents. Consultation resulted in the development of a "construction impacts" table that included the following fields for each contributing landscape feature in the area(s) of disturbance: Identification number, as identified in the CLR; location; defining features; status; CLR recommended treatment; whether or not the Environmental Impact Statement ("EIS") for the St. Elizabeths Master Plan identified the resource as adversely affected by the plan; whether or not it is anticipated to be adversely affected by the USCG Headquarters construction; and recommended protection, minimization and mitigation measures. The format and content of the table and its recommendations was agreed upon by the Signatories and Consulting Parties and is included in the final Design Approval Submission Package (Exhibit 4). If the site work extends beyond or expands the LOD, then additional consultation in accordance with the PA shall occur.

d. Documentation:

- i. Historic Structure Reports ("HSRs") and Building Preservation Plans ("BPPs"): In accordance with Section III.D.1.c of the PA, GSA contracted with qualified consultants to prepare HSRs and BPPs for each of the Contributing Buildings on site. GSA has presented the methodology for documentation and preliminary findings as part of the ongoing consultation process and will produce, in accordance with Section III.C.5.(a) of the PA, a separate and subsequent MOA on the documentation and rehabilitation of Contributing Buildings.
- ii. Landscape Preservation Treatment Management Plan ("Landscape Preservation Management Plan"): In accordance with Section III.D.1 of the PA, GSA contracted with qualified professionals to establish a Landscape Preservation Management Plan for the site, using the CLR and its recommended treatment guidelines as a basis. The methodology for developing the Landscape Preservation Management Plan and iterations of the plan were presented as part of the consultation process for this Undertaking; the final plan, which was provided to the Signatories and Consulting Parties for review and comment, will be completed by the end of December 2009.
- iii. Historic American Buildings Survey: In accordance with mitigation measures agreed upon with the DCHPO and NPS guidance, GSA prepared HABS documentation for Buildings 53 and 55, which were demolished in accordance with the Master Plan in preparation for construction of the USCG Headquarters.
- iv. Consultation Management and Recordation: Consultation meetings were managed by a professional facilitator and minutes prepared for reference and posted to the project web site.

3. Scope of Design Review and Consultation

507 In accordance with Section III.C.3 of the PA, GSA carried forth the following practices
508 and procedures associated with Scope of Design Review and Consultation in regards
509 to this Undertaking:
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- 511 a. Design Submissions: Given the consultation schedule and the timeframe for
512 completion based on added ARRA funding, Signatories and Consulting
513 Parties reviewed and commented on design concepts and submissions for this
514 Undertaking during the scheduled consultation meetings. GSA documented
515 the comments made during consultation and revised the concepts and
516 submissions to reflect these comments, to the extent possible, prior to the next
517 consultation meeting. Whenever possible, GSA circulated the revised
518 concepts in advance of each meeting and provided each Signatory and
519 Consulting Party with hard copies of each presentation.
520
- 521 b. Consistency with Governing Documents: GSA ensured throughout the
522 consultation process that the activities and projects proposed as part of the
523 Phase I Undertaking were consistent with the Master Plan, Design Guidelines,
524 the CLR, the Secretary of the Interior's Standards, NPS Historic American
525 Buildings Survey and NPS Preservation Brief 43, and worked collaboratively
526 with Consulting Parties to evaluate alternatives or modifications to the
527 Undertaking that would avoid, minimize or mitigate adverse effects per 36
528 C.F.R. §800.6(a). These activities and projects were also coordinated with the
529 preliminary research and documentation efforts that serve as the basis of the
530 Landscape Preservation Management Plan and the Archaeological Resources
531 and Management Plan.
532

533 4. Review Comments 534

535 In accordance with Section III.C.4 of the PA, GSA carried forth the following practices
536 and procedures for Comment Review associated with this Undertaking:
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538 GSA reviewed and took all Signatory and Consulting Party comments into
539 consideration; these comments were provided orally and/or in writing but primarily
540 during regularly-scheduled consultation meetings.
541

542 5. Continuation and Conclusion of Consultation 543

544 In accordance with Section III.C.5 of the PA, GSA carried forth the following practices
545 and procedures for the Continuation and Conclusion of Consultation associated with
546 this Undertaking:
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548 Consultation for this Undertaking has been conducted to facilitate GSA's ability to
549 produce a signed MOA concurrent with final design submissions to NCP. GSA has
550 taken comments into consideration and worked with the Signatories and Consulting
551 Parties in an effort to avoid, minimize, and mitigate identified adverse effects. GSA
552 recognizes that this MOA is one of several to be undertaken as part of the larger
553 redevelopment of St. Elizabeths and only pertains to the Undertaking as defined
554 herein. Unresolved adverse effects determined to result from the final designs
555 submitted in the Design Approval Submission Package for this Undertaking are
556 outlined in this MOA (Section II), along with measures for mitigating these effects.
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6. Alterations to Project Documents

In accordance with Section IX.A of the PA, GSA shall carry forth the following practices and procedures regarding Alterations to Project Documents associated with this Undertaking:

If GSA desires any material or substantial additions or deletions from the Design Approval Submission Package or other documents that have been reviewed and commented on pursuant to the MOA, which material or substantial changes, additions and/or deletions GSA determines may result in potential adverse effects, GSA shall furnish the Signatories and the Consulting Parties with a statement of the requested material changes, additions and/or deletions, submitting with such statement appropriate plans, specifications or other documentation showing in detail the nature of the material changes, additions and/or deletions requested. If the changes are found to cause or constitute adverse effects on historic properties and/or resources, GSA shall then consult further regarding these potential effects in accordance with Section III.C.1 of the PA.

7. Construction Staging

Per the PA, GSA shall require all construction contractors and teams selected to perform work that may result in adverse effects to Contributing Buildings or Landscape Features, to submit to GSA, for review and approval a Construction Staging Plan ("Construction Staging Plan").

The Construction Staging Plan for this Undertaking ("USCG Construction Staging Plan") (Exhibit 2), which was developed in consultation and consistent with GSA Master Specifications, Building and Life Safety Codes, and construction best practices, identifies Landscape Features and archaeological sites potentially affected by the Undertaking and associated construction staging activities, and outlines the following measures to avoid and minimize harm to these resources while providing the necessary access and flexibility to efficiently and effectively construct the facility.

- a. Site Access and Vehicular Circulation: GSA shall ensure that general vehicular access to the construction site shall occur over the Temporary Construction Access Road indicated between Firth Sterling Avenue and the USCG site. The temporary construction fence shall completely enclose and isolate the USCG Headquarters from other areas of the campus.
- b. Temporary Construction Trailers: Office trailers shall be placed on the existing athletic field for the duration of the construction. GSA shall ensure that the area be restored to the pre-construction condition at the end of the construction phase once all temporary trailers have been removed.
- c. Protection of Cultural Landscape Resources: The resources indicated in the Cultural Landscape Report and potentially affected by this Undertaking have been identified and GSA shall ensure that the protection measures recorded in the Memorandum of Agreement (Exhibit 5 "Contributing Landscape Features") are carried out.

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- d. Protection of Human Burials: GSA shall ensure that measures are in place so that construction activities shall not affect human burials within the Cemetery.
 - e. Protection of Archaeological Resources: A professional archaeologist shall be on site during initial excavation and shall provide appropriate documentation as required per the PA and this MOA.
 - f. Protection of the Eagle Zone: The eagle habitat, which was addressed repeatedly as part of this consultation due to Signatory and Consulting Party interest, shall be protected according to the U.S. Fish and Wildlife Service regulations as long as the nest remains active. This includes no construction activities within the 660 foot radius of the eagle's nest during the nesting season, December 15th through June 15th of each year, which GSA shall be responsible for monitoring and managing.

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8. Website Redesign and Maintenance

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Recognizing the value of making consultation and project-related documents accessible to the public through a project website, GSA shall commit to redesigning the existing site (www.stelizabethswestcampus.com). Updates shall include, but not be limited to: making the site more user friendly, so that construction information can be easily located/accessed by phase or date or project title; providing a chronological index to correspondence; improving graphic quality; installing software that allows for more easy and efficient postings; offering links to associated sites, organizations and agencies; and establishing a template that shall accommodate information documenting future phases of construction. GSA shall maintain and update the site with each phase of construction and as necessary during various stages of consultation.

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II. MITIGATION

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A. HISTORIC RESOURCES

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1. Contributing Buildings

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No Contributing Buildings are expected to be affected by this Undertaking. GSA shall ensure that, if there is damage to a Contributing Building or Landscape Feature resulting from casualty loss, GSA shall preserve, repair or rehabilitate as appropriate and in accordance with the approved Master Plan, its Design Guidelines, Landscape Preservation Management Plan, and the Secretary's Standards, and while satisfying the programmatic requirements of DHS, unless it is not feasible. If it is not feasible to preserve, repair or rehabilitate as required, GSA shall:

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- a. Engage in consultation with the Signatories and the Consulting Parties, as appropriate, on alternatives consistent with the Secretary's Standards and other Governing Documents; and
 - b. Bear the cost and expense of construction, treatment and/or mitigation; and

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- c. If the Signatories and Consulting Parties fail to respond to written requests for review and comments within thirty (30) calendar days, or within an agreed upon timeframe, assume consent to the proposed treatment/alterative.

2. Contributing Landscape Features

With regards to the effect this Undertaking shall have on Contributing Landscape Features, the Site, identified through the Master Plan consultation process, and was selected as it was one of two identified on the West Campus as being able to accommodate new construction with the least disturbance to Contributing Landscape Features and cultural resources. While it presents a collection of significant trees, the westernmost slope features extensive later, invasive growth species; though heavily wooded, the majority of the landscape features in this area have not been identified as contributing. Selection of this Site was made to avoid additional and more severe effects that would result from an alternative location.

Contributing Landscape Features potentially affected by the various levels of disturbance (both temporary and permanent) proposed by this Undertaking were individually identified and charted in a table entitled "St. Elizabeths West Campus CLR Contributing Features Affected by USCG Construction" (Exhibit 5). The table is based on information developed for the St. Elizabeths West Campus Master Plan Final Environmental Impact Statement (FEIS). Both this table and the FEIS table were derived from the St. Elizabeths West Campus CLR. An overlay of the location of the USCG Headquarters temporary construction fence was used to determine which of the CLR's Contributing Features had the potential to be affected by construction activity. Features within the construction fence, as well as features immediately adjacent, were evaluated for potential effects.

Resources were individually evaluated under the following headings: Natural Systems and Features, Spatial Organization and Land Patterns, Views and Visual Relationships, Topography and Drainage, Vegetation, Circulation, and Landscape Structures. Among other fields, the table identified resource, the effect(s) on the resource(s), and actions GSA shall carry out for protecting, minimizing and mitigating effects, including but not limited to:

- a. Protection: GSA shall take the following actions to *protect*, in accordance with the Landscape Preservation Management Plan, Contributing Landscape Features throughout the course of the Undertaking (Exhibit 5):
 - i. Landforms adjacent to construction and other areas of disturbance shall be protected during construction;
 - ii. The Cemetery shall be protected during construction;
 - iii. Erosion and sediment control shall serve to stabilize and therefore protect landscape during construction;
 - iv. Shade trees near the former West Lodge shall be protected;
 - v. Aggregate-paved circulation walkways and roads, brick foundation at site of West Lodge, concrete retaining wall at former West Lodge, concrete

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stairway at loading dock, stone walls with dental caps and steps at Ice Plant, and the bluestone steps along hillside from construction shops, shall all be protected.

b. Minimization:

GSA shall take the following actions to *minimize* effects to Contributing Landscape Features throughout the course of the Undertaking:

- i. Views of USCG Headquarters shall be minimized by refinements in design, including lowering the height of the building, beyond that approved in the St. Elizabeths Master Plan, and stepping massing along the western slope;
- ii. The height of the Parking Garage (Section II.B) shall be lowered to two stories above grade (five below): along the east end (DHS garage structure) to approximately 6.45 meters (approximately 21 feet) from the plaza grade to the top of the garage screen, and the west end (USCG garage structure) to approximately 13.00 meters (approximately 42.3 feet) from the grade of the garage entry to the top of the garage, to minimize visual effects to, from and within the site, and in particular in response to concerns regarding the effect of this construction on the topographic bowl of Washington. A significant minimization measure in response to Consulting Parties' comments, lowering the Parking Garage five levels below grade requires use of an alternative structural system. This results in a larger area requirement for the Parking Garage to accommodate the same number of parking spaces (1,973 parking spaces), due to additional structural columns, larger ventilation shafts and increases in circulation areas required to accommodate the below grade levels (see also Exhibit 4);
- iii. Collectively, the refinement of the USCG Headquarters massing, reduction in garage height, and the prescribed treatment of the landscape, shall minimize visual and physical effects to, from and through site;
- iv. Temporary construction fencing and/or netting, whichever is least invasive and protects the tree root system, shall be placed along and around significant specimens in the ravine south of the Power House to identify location, protect the specimen(s), avoid and/or minimize effects to the greatest extent possible;

c. Mitigation:

GSA shall take the following actions to *mitigate* effects to Contributing Landscape Features throughout the course of the Undertaking:

- i. Woodland shall be replanted, wherever possible, per the planting list included in the project bridging documents (Exhibit 15);
- ii. Woodland cover with associated views shall be replanted, where possible;

- 759 iii. In areas used temporarily to support construction and/or constructing
760 staging, landscape shall be restored at completion of construction; and
761
762 iv. Campus-wide treatments shall be outlined in the forthcoming St.
763 Elizabeths Landscape Preservation and Management Plan.
764

765 8. Cemetery (Physical Protection During Construction)
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767 The Cemetery grounds, headstones, fence and Contributing Landscape Features
768 shall be protected via temporary fencing and sediment and erosion control plans
769 throughout construction of the USCG Headquarters. Efforts shall be undertaken to
770 reduce, to the greatest extent possible, the amount of dust and air-borne pollutants to
771 the area, and conditions shall be monitored on a regular basis. For added protection,
772 and to address life-safety concerns, the Cemetery shall be off limits to public access
773 until construction of the USCG Headquarters is complete, with the exception of
774 monitoring, on a regular basis, ongoing protection measures, conditions,
775 unanticipated discoveries and/or effects.
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777 9. Archaeology
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- 779
780 a. Artifacts: Artifacts recovered from the Interiors of buildings or from surface or
781 ground-disturbing activities prior to or during construction phases, including Pre-
782 Construction Activities, shall be evaluated by a qualified historic preservation,
783 archaeology and/or cultural resources specialist in consultation with the DCHPO,
784 and in accordance with "Unanticipated Discoveries," Exhibit 14 of the PA.
785
786 b. Archaeological Resources Management Plan: GSA has Issued a Notice to
787 Proceed for the commencement and execution of an Archaeological Resources
788 Management Plan. GSA shall consult with DCHPO on the elements associated
789 with this plan. It is anticipated that a draft of this plan for DCHPO review shall be
790 prepared by Spring 2010.
791
792 c. National Register Eligible Archaeological Sites: Site 51SE049, known as the
793 Powerhouse Ravine Site, has been recommended eligible for listing in the NRHP
794 based on its retention of intact deposits of artifacts dating to the early twentieth
795 century that are associated with the lives of St. Elizabeths Hospital patients and
796 staff. This archaeological site is adjacent to but not within the proposed LOD.
797 GSA shall identify site boundaries and erect a fence to protect this NRHP-eligible
798 site from inadvertent impacts during construction. In addition, an archaeologist
799 shall be present to monitor and ensure that no impacts to the site occur during
800 fence installation. GSA shall prohibit construction personnel access within the
801 vicinity of the fenced site area. Upon completion of the construction activities, the
802 protective fencing shall be removed.
803
804 d. Additional Archaeological Testing: Within 30 days of the execution date of this
805 MOA, GSA shall prepare and submit a technical memorandum outlining all
806 previous archaeological investigations that have been conducted within the LOD,
807 the results of those investigations, and recommendations for additional
808 investigations, to DCHPO for review and comment. Upon DCHPO comment,
809 GSA will initiate any additional archaeological investigations identified in the

810 technical memorandum. Further, GSA shall conduct a geoarchaeological study of
811 the campus as part of an inclusive approach to identifying the potential for the
812 presence of deeply buried archaeological sites at St. Elizabeths. The
813 geoarchaeological study shall include appropriate portions of the LOD for this
814 phase, including the fly ash zone adjacent to the Site.
815

- 816 e. Archaeological Impacts associated with Construction Limit of Disturbance (LOD):
817 All areas to be impacted by USCG Headquarters construction, including site
818 preparation and staging areas, shall be limited to the LOD. Areas within the LOD
819 that have yet to be archaeologically investigated shall be identified in a technical
820 memorandum to be submitted to DCHPO within 30 days of the execution date of
821 this MOA. Upon DCHPO comment, GSA shall initiate any additional
822 archaeological investigations including geoarchaeological testing identified in the
823 technical memorandum. Ground-disturbing activities should not proceed in
824 untested areas prior to completion of archaeological investigations. GSA shall
825 continue to consult with DCHPO should any changes be made to the LOD, and
826 shall continue to consult on all other phases of construction within St. Elizabeths.
827 It is anticipated that additional MOAs shall be drafted for specific construction
828 phases.
829

830 B. NEW CONSTRUCTION

831 1. USCG Headquarters and Parking Garage

832 To offset anticipated effects of the proposed USCG Headquarters and Parking
833 Garage, GSA negotiated to ensure that adverse effects will be minimized and/or
834 mitigated as documented in the Design Approval Submission Package (Exhibit 4).
835 Each revised concept reflected the agency's efforts to avoid or minimize adverse
836 effects with such efforts resulting in modifications to the Master Plan which included
837 (a) refining the design of the USCG Headquarters to be more in keeping with the
838 West Campus setting and to minimize the adverse visual effect of the building, taking
839 advantage of the naturally sloping site, and (b) reducing the above-grade height and
840 refining the elevations of the Parking Garage.
841

842 a. Height

843 In accordance with the Design Guidelines, GSA shall ensure that neither the USCG
844 Headquarters, nor the Parking Garage, shall visually compete with the Center
845 Building (Buildings #1-6; 8), herein referred to as "Center Building." Due to the
846 sloping nature of the Site and the depth of the ravine in which the Parking Garage
847 shall be constructed, the height of the Center Building shall remain prominent. In an
848 effort to mitigate the effects of the USCG Headquarters, the height of the Parking
849 Garage shall be lowered to two stories above grade (five below)(Section II.A.b.ii);
850 along the east end (DHS garage structure) to approximately 6.45 meters
851 (approximately 21 feet) from the plaza grade to the top of the garage screen, and the
852 west end (USCG garage structure) to approximately 13.00 meters (approximately
853 42.3 feet) from the grade of the garage entry to the top of the garage, to minimize
854 visual effects to, from, and within the site, and to respond to specific concerns and
855 comments regarding the effect of this construction on the topographic bowl of
856 Washington, *provided that* the Consulting Parties recognize that certain effects shall
857 result to a related contributing landscape feature, the right-of-way, to allow for the
858 USCG Headquarters design refinements and Parking Garage height reduction as
859 described herein;
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b. Massing

The massing of the proposed USCG Headquarters shall be refined, with GSA breaking down the 1.2 million square foot facility into a series of distinct, interconnected buildings more in keeping with a campus setting. The building heights shall vary, stepping down along the steep westernmost slope of the site, with GSA placing the maximum constructible square footage possible below grade. Planted and landscape courtyards shall enliven and soften the space in between buildings and introduce landscape features that shall serve as green and/or vegetative infill, minimizing the visual effect this facility has on views in toward the site and on Washington's topographic bowl. Retention and sediment ponds shall serve to improve storm water management for the entire West Campus, creating both aesthetic and functional elements for the site.

c. Material Selection:

In accordance with the Design Guidelines, materials for the USCG Headquarters and Parking Garage shall be compatible with the NHL campus, with brick, stone and glass predominating. As agreed in consultation, GSA shall present final design documents, as part of the Design Approval Submission Package, illustrating materials treatment for both the USCG Headquarters and the Parking Garage. The Design Approval Submission Package shall include graphic refinements illustrating the green walls proposed to line the north and west elevations of the Parking Garage. The green wall, as presented in consultation, is proposed to be free-standing, allowing air to circulate in and through the above-grade levels of the garage. The specialist (Section I.B.2) hired to oversee the campus' green roof system shall also have experience in managing green walls. GSA shall work with designers with expertise in developing green wall support structures and with landscape specialists trained in developing plant shoot systems that maximize growth and coverage.

d. Green Roofs:

To further reduce the visual effect of the USCG Headquarters and Parking Garage on St. Elizabeths and the views in toward the West Campus, the building and structure shall feature green roofs throughout. In addition to being visually enhancing, the green roofs shall contribute significantly to reducing water run off, promoting bio-diversity, compensating for lost green area, improving thermal insulation, reducing maintenance, extending roof life, and encouraging/fostering the area's natural habitat. To monitor the ongoing condition, treatment and management of the green roofs, GSA shall hire an on-site specialist experienced in maintaining and promoting the physical and environmental aspects of these sustainable, integral features (Section I.B.2).

2. Security Perimeter In the Vicinity of the Cemetery

This Undertaking involves the identification of the security perimeter in the vicinity of the Cemetery to the immediate north/northwest of the USCG Headquarters. To avoid, minimize and mitigate adverse effects to the Cemetery and its surrounding cultural landscape, GSA shall relocate the fence, from the more eastern location illustrated in the Master Plan, to a western location parallel to the access roadway (Exhibit 16), retaining the Cemetery within the secured perimeter. Relocating the boundary to this location allows the proposed security perimeter for the larger site to continue essentially parallel to the access road. The Consulting Parties and the Signatories recognize that effects to contributing landscape features may result from

912 the placement of the two-layer security fencing along the access road and will need to
913 avoid interferences from retaining walls and vehicles (vibrations) to the surveillance
914 and detection systems..

915
916 In order to ensure the security and operational needs of the West Campus, clearance
917 of selected understory vegetation and debris in portions of this area shall be required
918 to maintain proper security of the severe slope area between the fence and the
919 plateau and GSA shall coordinate these efforts in accordance with the campus
920 Landscape Preservation and Management Plan. All vegetation shall be cut and not
921 pulled.
922

923 3. Shoring of Center Building:

924 GSA shall develop, prior to excavation, an appropriate system to protect, support and
925 otherwise not adversely affect the Center Building adjacent to the USCG
926 Headquarters. Because the foundation of the Center Building is shallow, in
927 relationship to the USCG Headquarters, it is important to provide the appropriate
928 supportive excavation system that minimizes the potential effect on the Center
929 Building which may result from the excavation and the construction of the USCG
930 Headquarters. GSA shall adopt a Construction Protection Plan (CPP) for the
931 Undertaking which includes but is not limited to the installation of electronic sensing
932 devices on the building to detect any potential vibration or shifting of the building
933 and grounds during construction. This proactive effort is being taken as an added
934 protective measure to ensure the safety, security, and stability of the Center Building
935 and its immediate environs and to ensure disturbances are limited. The CPP shall
936 provide for an engineer and/or historical architect meeting the proposed *Secretary of*
937 *the Interiors Historic Preservation Professional Qualifications Standards 62*
938 *Fed.Reg.33,707 (June 20, 1997)* to supervise implementation of the CPP. Vibrations
939 shall be monitored to ensure that vibration levels at the Center Building do not exceed
940 0.2 inches/second. In the event that this vibration threshold is exceeded, the CPP
941 shall provide a process to ensure that construction work is stopped until such time as
942 the qualified professionals have determined that modifications have been made in the
943 construction activities to assure that no damage shall occur to historic properties.
944

945 **III. PUBLIC ACCESS**

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947 Access Program: GSA shall work with DHS to develop a Public Access Program
948 ("Access Program") for St. Elizabeths that respects the operational and functional needs
949 of DHS and shares the experience, exceptional history and significance of the West
950 Campus with the general public. The Access Program shall be developed in further
951 consultation with GSA, DHS, the Signatories and the Consulting Parties, and shall
952 consider models successfully implemented at other secure historic federal facilities. So
953 as to not interfere with DHS operations, the Access Program shall be structured in
954 phases, as outlined in the PA, in accordance with scheduling and screening procedures
955 and construction and occupancy phases, and as outlined below. The Access Program
956 shall reflect the security parameters outlined for a Level 5 ISC facility and include limited
957 controlled, regular daily access to the West Campus including, at a minimum, the Point,
958 the Cemetery, and Hitchcock Hall, subject to demonstrated public demand for such
959 access. All access shall be pre-arranged, require visitors to provide certain personally
960 identifiable information (PII) to allow for the completion of the screening check by DHS
961 security and guided. Consultation around the Access Program shall take place regularly

962 through the various phases of the project from pre-construction through post-construction
963 and at regular intervals during occupancy in order to allow for appropriate review and
964 comment by the Signatories and Consulting Parties.
965

966 DHS shall grant (or provide) access based on threat conditions, operational tempo and
967 resource availability. Operational tempo is defined as the intensity of mission activities on
968 the request date. This includes but is not limited to; preparation or response activities to a
969 natural disaster or terrorist threat/attack; national level exercises; VIP visits; large training
970 or conference activities, et cetera. If threat conditions elevate, DHS shall re-evaluate its
971 security posture and an appropriate determination shall be made based on parameters of
972 condition(s), exercise and/or activity(ies).
973

974 Schedule: Access to and through the West Campus shall be scheduled in advance
975 through appropriate DHS security personnel and the GSA Site Manager.
976

977 Screening: As an ISC Level 5 facility, public access to the West Campus shall be
978 managed by a screening process to be approved and administered by DHS.
979

980 In-Construction (prior to occupancy): GSA shall coordinate limited West Campus access
981 through DHS Security once construction has commenced in accordance with the above
982 access and screening procedures.
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984 **IV. UNANTICIPATED ADVERSE EFFECTS and CASUALTY LOSS**

985 **A. Unanticipated Adverse Effects**

986 An unanticipated adverse effect is accidental, or previously not considered, damage or
987 destruction of a Contributing Building or Landscape Feature or Archaeological Resource
988 at the Site. Should any contributing features be subject to unanticipated adverse effects,
989 GSA shall immediately notify the DCHPO and ACHP. GSA shall ensure that the
990 Signatories and Consulting Parties are notified of the unanticipated adverse effect within
991 one (1) business day of its learning of such unanticipated adverse effects. GSA shall
992 enter into Consultation in accordance with the PA, Section III.C.
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996 **B. Casualty Loss**

997 GSA shall ensure that, if there is damage to a Contributing Building or Landscape
998 Feature or Archaeological Resource resulting from casualty loss, GSA shall preserve,
999 repair or rehabilitate as appropriate and in accordance with the approved Master Plan, its
1000 Design Guidelines, Landscape Preservation Management Plan, and the Secretary's
1001 Standards, unless it is not feasible. If it is not feasible to preserve, repair or rehabilitate
1002 as required, GSA shall:
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- 1004 i. engage in consultation with the Signatories and the Consulting Parties, as
1005 appropriate, on alternatives consistent with the Secretary's Standards;
- 1006 ii. bear the cost, expense and responsibility of developing and implementing a
1007 construction and/or treatment plan; and
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- 1011 iii. if the Signatories and Consulting Parties fail to respond to GSA's request for
1012 comments on proposed treatment plans within thirty (30) calendar days, or
1013 within an agreed upon timeframe, assume consent to the proposed
1014 treatment/alternative.
1015

1016 **V. DISPUTE RESOLUTION**

1017
1018 **A. For Signatories**
1019

- 1020 1. **Objection:** Should any of the Signatories to this MOA object in writing to GSA
1021 regarding any action proposed to be carried out with respect to the Undertaking or
1022 implementation of this MOA, GSA shall consult with the objecting Party to resolve the
1023 objection. If, after initiating such consultation, GSA determines that the objection
1024 cannot be resolved through consultation, GSA shall forward all documentation
1025 relevant to the dispute to the ACHP, including GSA's proposed response to the
1026 objection. Within fourteen (14) calendar days, or within an agreed upon timeframe,
1027 after receipt of all pertinent documentation, the ACHP shall:
1028
1029 a. Advise GSA that the ACHP concurs in GSA's proposed response to the objection,
1030 whereupon GSA shall respond to the objection accordingly;
1031
1032 b. Provide GSA with recommendations. Such recommendations must be considered
1033 by GSA, but are not binding. Once GSA takes these recommendations into
1034 account and responds, GSA can proceed to make a final decision regarding the
1035 dispute; or
1036
1037 c. Refer the dispute to ACHP membership for comment pursuant to 36 C.F.R.
1038 §800.7(c), and shall notify GSA about such referral. The resulting comment must
1039 be considered by GSA, but is not binding. GSA shall take into account, and
1040 respond to, the resulting comment in accordance with 36 C.F.R. § 800.7(c) and
1041 Section 110 (l) of the NHPA, and then proceed to make a final decision regarding
1042 the dispute.
1043
1044 2. **Failure to Comment:** Should the ACHP not exercise one of the above options within
1045 fourteen (14) calendar days, or within an agreed upon timeframe, after receipt of all
1046 pertinent documentation, GSA may proceed with its proposed response to the
1047 objection.
1048
1049 3. **Subject of Dispute:** GSA shall take into account any ACHP recommendation or
1050 comment provided in accordance with this Stipulation with reference only to the
1051 subject of the dispute; GSA's responsibility to carry out all actions under this MOA
1052 that are not the subject of the objection shall remain unchanged and in full force and
1053 effect.
1054

1055 **B. For Consulting Parties**
1056

- 1057 1. **Objection:** A Consulting Party may object in writing to GSA, with copies to the other
1058 Signatories and Consulting Parties regarding any action proposed to be carried out
1059 with respect to the Undertaking or implementation of this MOA. GSA shall take such
1060 an objection into account and may consult about it with the objecting party, other

1061 Consulting Parties and Signatories as it deems appropriate. GSA shall then respond
1062 to the objecting party in writing, with copies to the Signatories. If GSA subsequently
1063 determines that the objection cannot be resolved through consultation, GSA shall
1064 notify the objecting party, the DCHPO, and ACHP which of the following options it
1065 shall exercise:
1066
1067 a. Seek the assistance of the ACHP in resolving the objection, pursuant to
1068 Stipulation V above; or
1069
1070 b. Provide a formal written response to the objection within 30 days of notice to the
1071 objecting party.
1072

1073 VI. AMENDMENTS

1074
1075 Modifications to this MOA shall be carried forth in accordance with consultation
1076 processes and procedures outlined in Stipulation III.C.I of the PA. This MOA may be
1077 amended when such an amendment is agreed to in writing by all Signatories. The
1078 Signatories to this MOA recognize that some modifications may be minor and may not
1079 result in adverse effects. GSA shall ensure that the extent and effect of each modification
1080 is identified and the appropriate level of review agency involvement is determined. The
1081 amendment shall be effective on the date a copy signed by all of the Signatories is filed
1082 with the ACHP.
1083

1084 VII. TERMINATION

1085
1086 A. Proposal to Terminate: If for any reason, a Signatory determines that the terms of this
1087 MOA cannot be implemented or that this MOA is not being properly implemented, in
1088 accordance with the NHPA, the Signatory may propose that this MOA be terminated.
1089
1090 B. Notification: The Signatory proposing to terminate this MOA shall so notify all other
1091 Signatories, explaining the reasons for the proposed termination and affording them at
1092 least thirty (30) calendar days or within an agreed upon timeframe to consult and seek
1093 alternatives to termination.
1094
1095 C. Termination Due to Failure to Agree: If such consultation fails and the Signatories cannot
1096 agree on an alternative to termination, this MOA may thereafter be terminated by the
1097 Signatories. In the event of termination, GSA shall ensure that each action that would
1098 otherwise be covered in this MOA is reviewed in accordance with 36 C.F.R. Part 800.
1099
1100 D. Responsibilities upon Termination: If this MOA is terminated, then the Signatories shall
1101 take such actions as are necessary to comply with all requirements of 36 C.F.R. Part 800.
1102

1103 VIII. ADMINISTRATION OF AGREEMENT

1104
1105 Cooperation: During the implementation of this MOA, and until the Signatories agree in
1106 writing that the terms of this MOA have been fulfilled; each Party agrees to cooperate
1107 with the other Parties to facilitate the satisfaction of their respective obligations under this
1108 MOA. The Parties agree to work in good faith with the other Parties to meet their
1109 respective obligations in a timely manner.

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IX. EFFECTIVE DATE OF AGREEMENT

This MOA shall become effective when executed by the last of the Signatories ("Effective Date").

X. DURATION OF AGREEMENT

This MOA shall be in effect for five (5) years from the date of its execution. If its terms have not been carried out within that time, or if the Undertaking is not completed, GSA shall consult with the other Signatories to amend the MOA in accordance with Stipulation VI herein.

XI. MISCELLANEOUS

- A. **Monitoring:** The ACHP and the DCHPO may monitor any activities carried out pursuant to the MOA. GSA shall cooperate with the DCHPO and ACHP in carrying out these monitoring responsibilities.
- B. **Availability of Funds:** This MOA is subject to applicable laws and regulations. As to the Signatories only, fulfillment of this MOA and all of the provisions herein are subject, pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341 *et seq.*, to the availability of funds. This MOA is not an obligation of funds in advance of an appropriation of such funds, and it does not constitute authority for the expenditure of funds. If a Signatory does not have sufficient funds available to fulfill the stipulations of this MOA, such Signatory shall so notify the other Signatories and shall take such actions as are necessary to comply with all requirements of 36 C.F.R. Part 800. Nothing in this MOA shall be deemed to authorize an expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341 *et seq.* GSA, DHS and ACHP shall make reasonable and good faith efforts to seek funding for implementing this MOA.
- C. **Recitals:** The recitals (Whereas clauses) are incorporated herein as a substantive part of this MOA.
- D. **Definitions:** Certain capitalized terms' definitions that are not contained in this MOA may be found in the PA for the DHS Headquarters of December 9, 2008.
- E. **Authority of Signers:** Each Signatory hereto represents that the person or persons executing this MOA on behalf of such Signatory has full authority to do so.

XII. COMMUNICATIONS WITH CONSULTING PARTIES

- A. GSA shall provide Consulting Parties with address and contact information for the appropriate office within GSA for the receipt of any comments provided by them under this MOA.
- B. GSA shall maintain a list of Consulting Party contacts, presumably by e-mail, which shall be updated by the Consulting Parties with changes should they occur.

1159 **XIII. SIGNATURES**

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Execution and implementation of this MOA by the Signatories, and implementation of its terms, shall evidence that GSA has afforded the ACHP and DCHPO an opportunity to comment on the Undertaking and its effects, and that GSA has taken into account the effects of the Undertaking on historic properties in compliance with 36 C.F.R. Part 800 and Sections 106 and 110 of the NHPA.

[signatures follow]


1178 GENERAL SERVICES ADMINISTRATION

1179

1180

1181

1182



12/16/09

1183

By:

Date:

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William B. Bush

1185

Regional Commissioner

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Public Buildings Service

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National Capital Region

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GENERAL SERVICES ADMINISTRATION

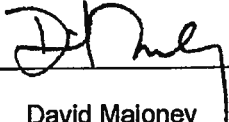
Beth L. Savage
By: _____

12/16/09
Date: _____

Beth L. Savage
Director, Center for Historic Buildings
Federal Preservation Officer

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District Of Columbia STATE HISTORIC PRESERVATION OFFICER

By: 
David Maloney
State Historic Preservation Officer

Date: Dec 17, 2009

1319 ADVISORY COUNCIL ON HISTORIC PRESERVATION

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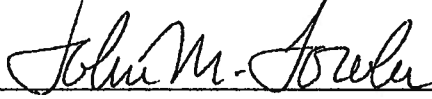
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By:

John M. Fowler
Executive Director

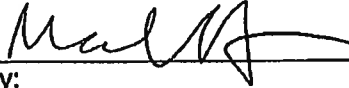
12/18/09
Date:

1327 NATIONAL CAPITAL PLANNING COMMISSION

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12/17/09

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By:

Date:

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Marcel C. Acosta
Executive Director

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DEPARTMENT OF HOMELAND SECURITY



18 Dec 2009

By:

Donald G. Bathurst
Chief Administrative Services Officer

Date:

EXHIBIT LIST

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1427
1428 Available online at www.stelizabethswestcampus.com and in hard copy form from the Library
1429 and Archives at the U.S. General Services Administration, National Capital Region, Regional
1430 Office Building, 7th & D Streets SW, Room 2021, Washington DC 20407-000; Phone (202) 358-
1431 3086; Fax (202) 708-4925
1432
1433 Exhibit 0 Programmatic Agreement
1434 (Exhibit can be found on the project website at
1435 http://www.stelizabethswestcampus.com/document_center/index.php
1436
1437 Exhibit 1 Regional Plan
1438
1439 Exhibit 2 Construction Staging Plan
1440
1441 Exhibit 3 Area of Potential Effect (APE)
1442
1443 Exhibit 4 November 6th NCPD Preliminary/Final Design Submission
1444 (Exhibit can be found on the project website at
1445 http://www.stelizabethswestcampus.com/document_center/index.php
1446 under the United States Coast Guard Design November 6, 2009 NCPD
1447 Preliminary/Final Design Submission header)
1448
1449 Exhibit 5 Contributing Landscape Features
1450
1451 Exhibit 6 Landscape Preservation and Management Plan
1452 (Exhibit can be found on the project website at
1453 http://www.stelizabethswestcampus.com/document_center/index.php
1454 under the Historic Preservation/Section 106 Landscape Preservation and
1455 Management Plan 75% Draft Report header)
1456
1457 Exhibit 7 Phase I Archaeological Survey
1458 (Exhibit can be found on the project website at
1459 http://www.stelizabethswestcampus.com/document_center/index.php
1460 under the Historic Preservation/Section 106 Phase I Archaeology Report
1461 header)
1462
1463 Exhibit 8 November 6, 2009 FHWA Determination on Shepherd Parkway
1464
1465 Exhibit 9 June 16, 2009 DDOT Letter to FHWA
1466
1467 Exhibit 10 September 1, 2009 FHWA Letter to GSA
1468
1469 Exhibit 11 Pre-Construction Package
1470
1471 Exhibit 12 September 25, 2009 DCHPO Post Demolition, Site Stabilization, and Temporary
1472 Access Road Concurrence Correspondence
1473
1474 Exhibit 13 November 30, 2009 CFA Letter to GSA
1475

1476 Exhibit 14 March 16, 2009 U.S. Fish and Wildlife Service (FWS) Letter to GSA
1477
1478 Exhibit 15 Planting List
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1480 Exhibit 16 Parallel Access Roadway Security Perimeter fence
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